



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 131-83


To authorize the execution of an agreement between The Brampton Excelsior Lacrosse Club and The Corporation of the City of Brampton

The Council of The Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated May 9, 1983 between The Brampton Excelsior Lacrosse Club and The Corporation of the City of Brampton, and all other documents approved by the City Solicitor required to implement the provisions of this agreement.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of May , 1983.


KENNETH G. WHILLANS MAYOR


RALPH A. EVERETT CLERK

This RENTAL AGREEMENT made in triplicate the
BETWEEN:

The Corporation of the City of Brampton,
hereinafter called "the City",

AND

The Brampton Excelsior Lacrosse Club,
hereinafter called "the Club",

WITNESSES that in consideration of the mutual covenants and agreements herein contained and subject to the terms and conditions set out, the parties hereto agree as follows:

1. The City agrees:

- (1) to hold in reserve for scheduled regular season and playoff games of the Club the playing surface and dressing rooms at Memorial Arena on:

Thursday and Friday evenings

from 7.00 p.m. - 10.30 p.m. commencing May 6 (tentative), 1983 and thereafter, until completion of the 1983 schedules for Senior A and Junior A lacrosse teams, with the exception of possible exhibition games and block-out dates to be arranged at future scheduling meetings;

NOTE: floors not available for rental May 23, July 1, August 1 or September 5.

- (2) to provide tickets and ticket seller at the arena for each such scheduled game; and to keep the box office open from one hour prior to game time until the 5 minute mark of play in the third period;
- (3) to make available, when possible, the playing surface and dressing rooms at Memorial Arena for practice times throughout the season;
- (4) to provide the Club with a copy of the arena sales and cash report for each game the night of that game;
- (5) to endeavour to pay to the Club the Club's share of the gate receipts, and to provide a breakdown of the gate receipts to the Club within seven (7) working days after each game;
- (6) to indicate on the reports setting out the breakdown of gate receipts for each game, the details of and reasons for any deductions made pursuant to clause 2 (5);

2. The Club agrees:

- (1) to provide and pay for the following at each game:
 - (a) a doorman/ticket taker
 - (b) a timekeeper
 - (c) a first aid attendant
 - (d) referees
 - (e) door monitors for all exterior arena doors
- (2) to be responsible for paying all fees and payments required to be paid for league affiliation or to visiting teams;
- (3) to keep and make available to the City for inspection a ledger recording season ticket sales;
- (4) to guarantee the City a minimum of \$46.00 for each game played, other than a pre-season or exhibition or playoff game, and to pay the City the amount due to the City for each such game as computed in accordance with clauses 3 (7);

- (5) that the City may deduct from the Club's share of the gate receipts for each game any amount owed to the City by the Club as of the date on which such share is to be paid to the Club;
- (6) to ensure that its teams and all visiting teams and spectators shall abide by all by-laws, regulations and rules of the City;
- (7) a. to provide and pay for police protection and any additional staff when requested to do so by the arena manager;
- b. that in the event that the Club cannot monitor the exterior doors, the City may provide such staffing as it feels necessary and deduct such costs from the Club's share of gate receipts;
- (8) to obtain insurance for public liability and property damage in an amount of at least five hundred thousand dollars for each occurrence;
- (9) to indemnify and save harmless the City from and against all claims, demands, actions and proceedings by whomsoever made or brought, in respect of any costs, expenses, loss, damage or injury, including death, arising by reason of or in connection with the use of the arena by or under the direction of the Club;

3. It is agreed that:

- (1) the ticket prices for all games shall be as follows:

Senior A games:	Family (husband, wife and their children only)	\$6.00
	Adults	\$3.00
	Students/Senior Citizens	\$2.00
	Children under 14	\$.75
	Children under 14 accompanied by parent	Free
Junior A games:	Family (husband, wife and their children only)	\$5.00
	Adults	\$2.50
	Students/Senior Citizens	\$2.00
	Children under 14	\$.50
	Children under 14 accompanied by parent	Free
- (2) the ticket prices set out in clause 3 (1) may be changed but only with the written approval of the City's Director of Facilities and Programme Services;
- (3) all references to "gate receipts" in this agreement shall be taken to mean "gross gate receipts";
- (4) "gross gate receipts" for each game shall include gate receipts actually received and also an amount equal to a figure obtained by multiplying the number of season tickets used at that game by the average cost per game to a season ticket holder;
- (5) all gate receipts are to be handled by and to remain in possession of the staff provided by the City;
- (6) the actual number of tickets sold and season tickets used at each game shall be recorded on the City cash report sheet and verified by the signature of the arena manager;

- (7) a. for each regular season game in which the gate receipts exceed \$378.00, the City shall receive and be entitled to retain 25% of the gate receipts;
- b. for each game other than a pre-season or exhibition game, playoff game, or a game to which clause a. applies, the City shall receive and be entitled to retain \$46.00 out of the gate receipts and 25% of the amount remaining after deducting that \$46.00;
- c. for each playoff game, the City shall receive and be entitled to retain 25% of the gate receipts;
- d. subject to any deduction under clause 2 (5) the Club shall receive the remainder of the gate receipts from each regular season or playoff game:
- e. for each pre-season or exhibition game, the City shall receive and be entitled to retain all of the gate receipts;

(8) the term of this agreement shall be from the first day of May, 1983 to the last day of September, 1983;

(9) the City shall have the right to cancel this agreement upon two (2) weeks prior written notice, if the Club does not comply with the terms of this agreement;

(10) the address of the City for the purpose of notification shall be:

Director of Facilities and Programme Services,
Parks and Recreation Department,
City of Brampton,
150 Central Park Drive,
BRAMPTON, Ontario
L6T 2T9

and

(11) the address of the Club for the purpose of notification shall be:

Brampton Excelsior Lacrosse Club,
c/o E. L. Coates,
6 George Street South,
BRAMPTON, Ontario
L6Y 1P1

IN WITNESS WHEREOF the officers of the Club duly authorized in that behalf have set their hands hereunder and the City has hereunto set its seal under the hands of its Mayor and Clerk

H. Beckingham *April 29/83*

BRAMPTON EXCELSIOR LACROSSE CLUB

Robert Clark - L. May - Tues
title/position

THE CORPORATION OF THE CITY OF
BRAMPTON

Kenneth J. Williams

Mayor

Joseph J. ...

Clerk MAY 11 1983