



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 162-82

To authorize the execution of an agreement between Rick Hay carrying on business as Hay/Farr Enterprises 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 a subdivision agreement dated 1982 08 16 between Rick Hay, carrying on business as Hay/Farr Enterprises 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 16th day of August , 1982.

KENNETH G. WHILLANS ACTING MAYOR

RALPH A. EVERETT CLERK

THIS AGREEMENT made in triplicate this 1st day of
September, 1982

BETWEEN

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City",

AND RICK HAY, carrying on business as
HAY/FARR ENTERPRISES

Hereinafter called the "Club".

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

1. The City agrees:

- (1) to hold in reserve for all scheduled regular season and
playoff games of the Club on ice surface and dressing
rooms at Victoria Park Arena from 7:30 to 10:30 p.m.
on every Friday evening from and including October 1,
1982 to and including February 3, 1983 (excluding December
3, 24 and 31, 1982) and on any other dates mutually
agreed upon;
- (2) to make available, when possible, the ice surface and
dressing rooms for practice at Victoria Park Arena;
- (3) to provide tickets and a ticket seller for each game;
- (4) to provide the Club with a copy of the arena sales and
cash report for each game the night of the game;
- (5) to endeavour to pay to the Club the Club's share of the
gate receipts to the Club within seven working days
after each game; and
- (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(4);

2. The Club agrees:

- (1) (a) to pay to the City 25% of the gross gate receipts
for the use of the ice surface and dressing rooms
for games of the Club,
(b) to guarantee and pay to the City a minimum of \$184.00
for each game, and
(c) to pay to the City, \$63.00 per hour prior to 1 October
1982, and \$61.00 per hour thereafter, for use of
the ice surface and dressing rooms for team practices;
- (2) (a) that at least 50% of the active players carded with
the Club on the Ontario Hockey Association's
final cut-off date shall be residents of the City
of Brampton, and
(b) that if clause 2(2) is not complied with,
(1) to pay to the City 30% of the gross gate receipts
for the use of the ice surface and dressing
rooms for games of the Club,
(11) to guarantee and pay to the City a minimum of
\$225.00 for each game, and
(111) to pay to the City \$75.00 per hour for use of
the ice surface and dressing rooms for team
practices;

- (3) that only the City shall sell admission tickets at the door;
- (4) 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;
- (5) to keep and make available to the City for inspection a ledger recording season ticket sales;
- (6) 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;
- (7) to be responsible for paying all fees and payments required to be paid for league affiliation or to visiting teams;
- (8) to ensure that their team and all visiting teams shall abide by all by-laws, regulations and rules of the City;
- (9) to provide and pay for police protection and any additional staff when requested to do so by the arena manager;
- (10) to obtain insurance for public liability and property damage in an amount of at least five hundred thousand dollars for each occurrence, and to provide to the City satisfactory evidence of the existence of such a policy; and
- (11) to obtain insurance for all equipment owned by the Club;
- (12) to indemnify and save harmless the City from and against all claims, demands, actions and proceedings, by whomsoever made or brought, in respect of the costs, expenses, loss, damage or injury, including death, arising by reason of or in connection with the use of the arena by the Club.

3. It is agreed that:

- (1) the ticket prices during the regular season games shall be as follows:

adults	\$3.00
students	\$2.00
children	\$1.00
- (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) in this agreement, "gross gate receipts" or "gate receipts" for each game shall include:
 - (a) gate receipts actually received, and
 - (b) an amount equal to the value of the promotional tickets used.
- (4) all money collected at the door is to be handled by and to remain in possession of the staff provided by the City;
- (5) the number of tickets sold and the number of promotional tickets used at each game shall be recorded on the City cash report sheet and verified by the signature of the team manager;

(6) (a) for all games not subject to special arrangements under clause 3 (6) (b), the City shall receive and be entitled to retain out of the gross gate receipts an amount determined in accordance with clause 2 (1) and 2 (2), and subject to any deduction under clause 2 (4), the Club shall receive the remainder of the gross gate receipts from each such game;

(b) where the City and the Club has agreed in writing to have special promotional evenings at regular season games, the City and the Club shall each be entitled to 50% of the gross gate receipts.

(7) The term of this agreement shall be from the 1st day of September, 1982 to the 15th day of August 1983;

(8) The Commissioner of Parks and Recreation for 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;

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

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

and

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

Paul Rutledge
102 Drake Boulevard
Brampton, Ontario
L6T 3L4

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

Marilyn Chapman
WITNESS

Rick Hay Hay-Fan Enterprises
RICK HAY

THE CORPORATION OF THE CITY OF BRAMPTON

Ken White
Sept 1982 AUG 20 1982