



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

310-78

Number \_\_\_\_\_

A By-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and Bramalea Hockey Club.

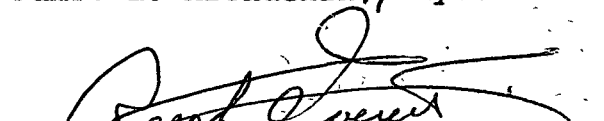
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The Council of The Corporation of the City of Brampton  
ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between The Corporation of the City of Brampton and Bramalea Hockey Club in the form attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 18th day of December, 1978.

  
James E. Archdekin, Mayor

  
Ralph A. Everett, Acting Clerk

THIS AGREEMENT made in triplicate this 1st day  
of September 1978

BETWEEN: THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called "the City"  
(1978)

AND BRAMALEA HOCKEY LIMITED

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 hereto agree as follows:

1. The City agrees:

- (1) to hold in reserve for scheduled games of the Club the ice surface and dressing rooms at Victoria Park Arena from 7.30 p.m. to 10.30 p.m. Sunday, December 10th, 1978 and on every Friday evening from and including September 22nd, 1978 to and including February 9th, 1979, but not including December 9th, 1978;
- (2) to provide tickets and a ticket seller at the arena for each such scheduled game;
- (3) to make available, when possible, the ice surface and dressing rooms for practice at Victoria Park Arena at a rate of \$37.00 per hour of ice time for dates prior to October 1st, 1978 and \$40.00 per hour thereafter;
- (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 waive the first \$37.00 of the gate receipts (see clause 3 (6) (a), (b) and (c), ) for all pre-season games;
- (7) to indicate on the report setting out the breakdown of gate receipts for each game the details of and reasons for any deduction made pursuant to clause 2 (5).

2. The Club agrees:

- (1) to provide and pay for the following at each game
  - (a) a doorman
  - (b) a timekeeper
  - (c) a first aid attendant, and
  - (d) referees;
- (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 \$111.00 for each game played and to pay the City the difference between \$111.00 and the amount due to the City for each game according to clause 3 (6) (a), (b) and (c), if the City does not receive at least \$111.00 for that game;
- (5) to pay at the rate of \$37.00 per hour prior to October 1st, 1978 and \$40.00 per hour after October 1st, 1978 for any additional time used in excess of the times reserved pursuant to clause 1 (1);
- (6) 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 date on which such share is to be paid to the Club;

- (7) to ensure that their team and all visiting teams shall abide by all by-laws, regulations and rules of the City;
- (8) to provide and pay for police protection and any additional staff when requested to do so by the arena manager;
- (9) to obtain insurance for public liability and property damage in an amount of at least five hundred thousand dollars for each occurrence;
- (10) 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 the Club;

3. It is agreed that:

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

reserved (numbered seats not sold on season tickets)	\$2.25 per person
adults	\$2.00 per person
students	\$1.50 per person
children	\$1.00 per person

- (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) all gate receipts are to be handled by and to remain in possession of the staff provided by the City;
- (5) 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;
- (6) (a) for each game, the City shall receive and be entitled to retain \$37.00 out of the gate receipts and 25% of the amount remaining after deducting that \$37.00;
- (b) for each game, the City shall also receive and be entitled to retain out of the gate receipts an amount equal to 25% of 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; and
- (c) subject to any deduction under clause 2 (6), the Club shall receive the remainder of the gate receipts from each game;
- (7) the term of this agreement shall be from the 1st day of September, 1978 to the 31st day of August, 1979;

- (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 Association 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 and Programme Services,  
 Parks and Recreation Department,  
 City of Brampton,  
 150 Central Park Drive,  
 BRAMALEA, Ontario  
 L6T 2V1; and

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

(1978) *[Signature]*  
 Bramalea Hockey Limited,  
 c/o Mr. G. Henderson,  
 52 Arygle Crescent,  
 Bramalea, Ontario.

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 Acting Clerk.

(1978) *[Signature]*  
 BRAMALEA HOCKEY LIMITED  
*[Signature]* PRESIDENT  
 title/position

*[Signature]* Mgr Director  
 title/position

THE CORPORATION OF THE CITY OF BRAMPTON  
*[Signature]*  
 at Mayor  
*[Signature]*  
 Acting Clerk

PASSED December 18 1978

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