

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 92-75


A By-law to authorize the execution of an agreement with William J. Russell.

WHEREAS it is deemed expedient to enter into and execute an agreement with William J. Russell;

NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

- 1) That the Corporation of the City of Brampton enter into and execute an agreement, attached hereto as Schedule "A", with William J. Russell.
- 2) That the Mayor and the Clerk are hereby authorized to affix their signatures to the said agreement, attached hereto as Schedule "A", with William J. Russell.

READ a First, Second and Third Time and PASSED in OPEN COUNCIL this 26th day of May, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS AGREEMENT made in duplicate this
May 1975.

Schedule A
26th day of

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

24 Queen Street East
Brampton, Ontario
L6V 1A4

hereinafter called the City

OF THE FIRST PART

A N D

WILLIAM J. RUSSELL

1880 Sheppard Avenue West No. 5
Downsview, Ontario
M3L 1Y3

hereinafter called the Operator

OF THE SECOND PART

WITNESSETH that in consideration of the mutual terms and covenants herein contained, the parties hereto agree as follows:

1. The Operator will set up and operate a concession for the rental of paddle boats in Chinguacousy Park and the City will permit the said concession provided that all the conditions set out in this agreement are complied with.
2. The concession shall operate between the 3rd day of May 1975 and the 28th day of September 1975 from 10:00 a.m. to 10:00 p.m. on all Saturdays, Sundays, and all week-days during the months of July and August. From the 3rd day of May to the 30th day of June and from the 1st day of September to the 28th day of September, the hours of operation on week-days shall be 3:00 p.m. to 9:00 p.m. It is understood between the parties hereto that the concession is not required to operate when weather conditions are unfavourable.
3. The cost of rentals shall be One Dollar and Fifty Cents (\$1.50) per half hour with a Three Dollar (\$3.00) deposit; One Dollar and Fifty Cents (\$1.50) of which shall be refundable if the boat returns within the first half hour.
4. The operator shall pay to the City thirty-five per cent (35%) of the gross income from the rental of paddle boats.

5. The City shall supply tickets for the use of the Operator and such tickets shall be used for all rentals. The Operator will supply a competent manager for the operation and the Operator agrees that the manager shall be responsible for preparing a daily report sheet of ticket sale numbers and revenue and the Operator undertakes that on Monday of each week all report sheets for the previous week shall be turned in to the City Parks and Recreation Department accompanied by a cheque for the full amount of the City's percentage.

6. The Operator agrees that it shall be the responsibility of his manager to rent boats, to dock and store boats, to maintain all boats in a safe condition, and check the seaworthiness of each boat daily prior to allowing any public rentals, and to erect and maintain any and all appropriate signs subject to the approval of the City Parks and Recreation Department.

7. The Operator agrees to supply two life jackets for each paddle boat and it shall be the responsibility of the manager to ensure that each person riding in a boat wears a life jacket.

8. The Operator shall provide ten paddle boats to be used in the operation of the concession and no more than ten boats shall be utilized without the written permission of the City.

9. The City will provide storage space and docking space for the operation and permit reasonable access by the Operator, his manager, and members of the public.

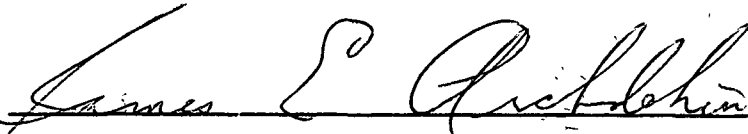
10. The Operator shall be responsible for any business or realty taxes charged in respect of his operation.

11. The Operator agrees to obtain public liability insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000.00) in the names of the Operator and the City and with a provision that the policy cannot be cancelled except on thirty days notice to the City and a copy of such policy shall be deposited with the City prior to commencement of the operation of the concession as provided in this agreement.

12. The parties hereto agree that in the event that either party to this agreement violates any of the clauses hereof, this agreement may be terminated by the other party on one week's written notice sent by prepaid first class mail to the violating party at the address given above. Such notice shall be deemed to have been given as of the date of mailing.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 26th day of May 1975.

THE CORPORATION OF THE CITY OF BRAMPTON



James E. Archdekin, Mayor



Kenneth R. Richardson, Clerk



WILLIAM J. RUSSELL