

THE CORPORATION OF THE CITY OF BRAMPTON

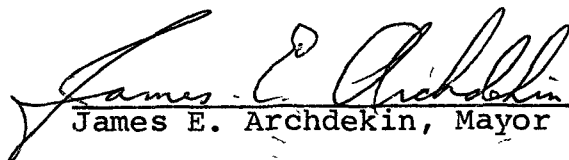
BY-LAW NUMBER 196-75

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

WHEREAS it is deemed expedient to adopt the form of an
agreement with the Bramalea Tennis Club;

1. That the City of Brampton adopt the
form of an agreement, attached hereto
as Schedule "A", with the Bramalea Tennis
Club.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 6th day of October, 1975.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS AGREEMENT dated the *6th* day of *October*
1975

B E T W E E N :

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the City

OF THE FIRST PART

A N D

THE BRAMALEA TENNIS CLUB

hereinafter called the Club

OF THE SECOND PART

WHEREAS the City is the owner of certain tennis facilities
located in Chinguacousy Park;

AND WHEREAS the Club has requested a lease of the said
facilities for a term of twenty (20) years and is prepared to pay in rental a
portion of the amortized cost of the said facilities;

NOW THEREFORE the parties hereto agree as follows:

1. All the tennis facilities which are referred to in this
agreement except for the Tennis Building referred to in paragraph 17 are the
property of the City.

2. The City hereby agrees to lease the four most easterly courts and the Tennis Building adjoining the fence to the Club for a twenty year period subject to the terms and conditions of this agreement and on condition that the Club pays to the City fifty per cent (50%) of the capital cost of the facilities recited above, plus fifty per cent (50%) of all debt servicing charges related thereto in twenty consecutive annual payments as set out on the attached schedule to be made not later than the 1st. day of June in each year of the lease. The Club also agrees that if the Club requests any additional improvements to the existing facilities and the City consents to provide such improvements, fifty per cent (50%) of the cost of the improvements and related debt servicing charges shall be charged to the Club on the basis set out above as part of the annual rental. The Club shall also have access to the public washrooms on the outside of the curling club and members and guests of the Club shall be allowed to use the existing parking facilities adjacent to the courts.

3. The Club shall have exclusive use of the facilities set out in paragraph 2 from the 3rd day of May to the 14th day of October inclusive during the term of this lease. The Club may book the tennis building at other times during each year for the purpose of membership meetings and special events through the City as required and when available.

4. The Club during the period of exclusive use shall be responsible for the complete management, general maintenance and operational expenses of the tennis facilities, including picking up litter, sweeping of court surface, replacing burnt out lights, and all utility charges and equipment provision and maintenance and the Club agrees to maintain the facilities in a state of reasonable repair and cleanliness to the satisfaction of the Director of Parks and Recreation of the City. The City shall provide suitable nets for

the beginning of the 1975 season only and these nets shall remain with the Club and be replaced by the Club at its expense when required. The City shall be responsible for the repair of City property damaged by vandalism except when such damage is the result of inadequate security by the Club. The Club shall have control over the hours of operation of the lighting for the tennis courts but in no event shall the flood lights be allowed to operate after the hour of twelve midnight.

5. During the term of this lease, the Club shall maintain liability and fire insurance coverage in an amount and form and with an insurance company to be approved by the City and a certified copy of the insurance policy shall be filed with the City. The insurance policy shall provide that the City is covered as a named insured and that the policy cannot be cancelled except on thirty days written notice to the City.

6. The Club shall make the tennis courts and ancillary equipment available free of charge to the Parks and Recreation Department of the City between the hours of 1 p.m. and 4:30 p.m. for three afternoons per week during the months of July and August each year for the purpose of providing a public tennis lesson program if the Director of Parks and Recreation notifies the Club that he intends to run such a program.

7. The City shall have the right to do any maintenance, repairs or improvement work to any of the facilities deemed necessary by the City and for this purpose the City shall have the right at any time to enter on to any or all portions of the tennis facilities to inspect or to do work. It is understood and agreed between the parties hereto that the City shall not have any obligation to do any maintenance, repairs or improvements other than as set out in paragraphs 4 and 8 of this agreement.

8. The Club shall be responsible for any service maintenance or repairs to the facilities which are caused or result from the Club's usage during its period of occupancy and the City shall be responsible for any service maintenance or repairs to the facilities which are caused or result from the City's usage during its period of occupancy. The Club shall also be responsible for the security of the rented facilities while under its control and the Club agrees that it shall be responsible for any repair of City property which is damaged as a result of inadequate security.

9. The Club shall be responsible for any and all business or realty taxes charged against the Club or the City as a result of the Club's use of the facilities. But the Club shall not be responsible for any taxes resulting from the City's use or from any other use authorized by the City.

10. The Club shall not make any structural changes or alterations to the tennis facilities without first having obtained written permission from the City Director of Parks and Recreation to do so.

11. The Club agrees to operate as an organization affiliated with the City Parks and Recreation Department and to abide by the City policies for affiliated organizations. All membership fees, rates or charges are to be submitted to the Parks and Recreation Department for approval.

12. The Club hereby undertakes and agrees to hold the City harmless from all claims or suits for loss, damage or personal injury arising from the Club's use of the tennis facilities.

13. The Club may terminate this lease agreement on sixty days written notice to the City for non-compliance with any of the terms hereof.

14. The City may terminate this lease agreement on sixty days written notice to the Club for non-compliance with any of the terms hereof. In the event that the City requires the land on which the tennis facilities are located for any other purpose, the City may terminate this lease agreement providing that acceptable alternative tennis facilities are made available to the Club.

15. In the event that notice is given by either party pursuant to the terms of paragraphs 13 or 14 of this agreement, the other party shall have fifteen days in which to comply with the terms of the agreement and, if compliance is made within fifteen days, then the notice to terminate shall be null and void. If, however, the agreement is not complied with within a period of fifteen days from receipt of the notice, then the notice shall be effective at the end of the sixty day period.

16. The Club agrees that the two public courts adjoining the facilities rented to the Club shall remain under the control of the City and the Club shall discourage the use of the public courts by its members.

17. The parties hereto acknowledge that there is a Tennis Building located in proximity to the facilities hereby leased and that the said building is not owned by either the City or the Club but has been placed in that location by agreement with the City and can be used by the City or under the authority of the City. The City hereby agrees to allow the Club the use of the said building during the periods

SCHEDULE FOR \$16,710.00 at 10 1/2% for 20 years

| <u>YEAR</u> | <u>PRINCIPAL</u> | <u>SEMI ANNUAL INTEREST</u> | <u>TOTAL PAYMENT</u> |
|-------------|--------------------|-----------------------------|----------------------|
| 1 | \$ 270. | \$ 877.27 | 2,024.55 |
| | 300. | 863.10 | 2,026.20 |
| | 340. | 847.35 | 2,034.70 |
| 4 | 374. | 829.50 | 2,033.00 |
| 5 | 410. | 809.86 | 2,029.73 |
| 6 | 456. | 788.34 | 2,032.68 |
| 7 | 504. | 764.40 | 2,032.80 |
| 8 | 554. | 737.94 | 2,029.88 |
| 9 | 612. | 708.85 | 2,029.71 |
| 10 | 678. | 676.72 | 2,031.45 |
| 11 | 750. | 641.13 | 2,032.26 |
| 12 | 826. | 601.75 | 2,029.51 |
| 13 | 914. | 558.39 | 2,030.78 |
| 14 | 1,010. | 510.40 | 2,030.81 |
| 15 | 1,114. | 457.38 | 2,028.76 |
| 16 | 1,232. | 398.89 | 2,029.79 |
| 17 | 1,362. | 334.21 | 2,030.43 |
| 18 | 1,504. | 262.71 | 2,029.42 |
| 19 | 1,662. | 183.75 | 2,029.50 |
| 20 | 1,838. | 96.49 | 2,030.99 |
| | <u>\$16,710.00</u> | <u>\$23,896.95</u> | <u>\$40,606.95</u> |