



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 257-79

To authorize the execution of an agreement between The Corporation of the City of Brampton and Tora Martial Arts Inc.

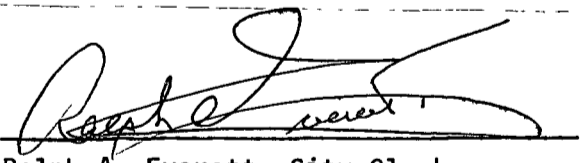
The Council of The Corporation of the City of Brampton
ENACTS as follows:

THAT the Mayor and the Clerk are hereby authorized to execute an agreement between Tora Martial Arts Inc. and The Corporation of the City of Brampton in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD time and PASSED in Open Council
this 24th day of September, 1979



Everett Coates, Jr., Acting Mayor



Ralph A. Everett, City Clerk

THIS AGREEMENT made in triplicate this *24th* day
of *Sept.*, 1979.

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON,
hereinafter called the "City",

-AND-

TORA MARTIAL ARTS INC.,
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 permit the Club to enter upon and use that portion of the building known as the Williams Parkway Recreation Centre which is shown outlined on Schedule A, hereinafter called the Premises, including all dressing rooms and other facilities, for the purpose of conducting various programmes in martial arts,
 - (a) on each day from Monday to Friday, both days inclusive, from 6.30 p.m. to 11.30 p.m.,
 - (b) on each Saturday, from 8.30 a.m. to 1.30 p.m., and
 - (c) on each Sunday, a total of 1½ hours at such time as the parties hereto may agree or, in default of agreement, as the City may direct, for a total of 31 hours every week;
- (2) to provide all services in respect of caretaking, maintenance and security for the Premises other than those required to be provided by the Club pursuant to Clause 2 (5);
- (3) to provide supervision of all persons making use of the Premises and use of the facilities and equipment on the Premises during the time the City is using the Premises to conduct its programmes;
- (4) Not to permit the Premises to be used by any other martial arts group as long as the Club remains an affiliate of the Parks and Recreation Department, is using the Premises for martial arts programmes and, in the opinion of the City is able to serve the needs of the citizens of the City with respect to martial arts programmes.

2. The Club agrees:

- (1) to pay to the City, during the first year of the term of this agreement, One Thousand Dollars (\$1,000.00) on the 1st day of each month, commencing at 1 October 1979, or, during the months of June, July and August of each year, such lesser sum as the City may accept, if the Premises have not been used by the Club for the full thirty one hours each week during those months;
- (2) to pay to the City, during each year thereafter, on the 1st day of each month, commencing with the 1st day of October of that year, such amount as the City shall direct by notice in writing to the Club prior to the 30th day of June of that year;
- (3) to donate to the City a total of Twenty-five Thousand Dollars (\$25,000.00) over three (3) years, by making a donation of Eight Thousand Three Hundred and Thirty-three Dollars and Thirty-three cents (\$8,333.33) prior to the 1st day of October in each of 1979, 1980 and 1981;
- (4) to make all payments and donations by cheque, made payable to the Corporation of the City of Brampton, delivered to the City Treasurer;
- (5) to supervise and be responsible for the conduct of all persons making use of the Premises and using the facilities and equipment on the Premises during the time the Premises are being used by the Club to conduct its programmes;
- (6) to clean up after having used the Premises, and to repair or pay to the City the full cost of repairing any damage caused during the Club's use of the Premises;
- (7) that the City has the right to use the Premises and the facilities and equipment thereon at any time other than the times set out in Clause 1 (1);
- (8) to permit the City to use, at no cost to the City, the Club's facilities and equipment on the Premises for any of its programmes which are compatible with and appropriate for such facilities and equipment;

- (9) that the City is not obligated to provide the Club with keys which would allow entry to the Premises, and that the City may provide such keys to the Club upon such terms and conditions as it deems advisable;
- (10) not to make or carry out any capital improvements on the Premises unless the City has given its consent in writing to do so;
- (11) to operate in accordance with the City policy for affiliated organizations and to continue to be an organization affiliated with the City;

3. It is agreed that:

- (1) the term of this agreement shall be from the 1st day of October, 1979, to the 30th day of September, 1982;
- (2) the City and the Club shall share the cost of repairs to or replacement of mats, such costs to be shared and apportioned in direct proportion to the amount of time the mats were used by each party;
- (3) the City and the Club may agree in writing to permit each other to use the Premises and the equipment and facilities thereon at times other than prescribed in Clauses 1 (1) and 2 (7), upon such terms, conditions and adjustments to fees and other matters as the parties may agree;
- (4) the City shall have the right to cancel this agreement, upon sixty (60) days prior written notice, if the Club does not comply with the terms of this agreement;
- (5) 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;

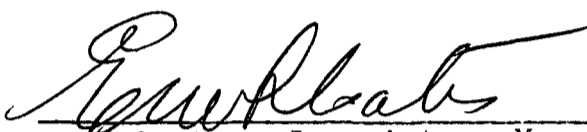
and

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

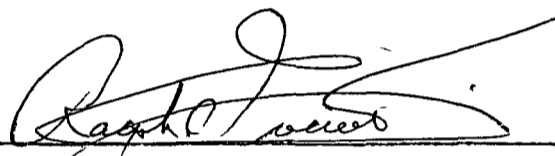
Tora Martial Arts Inc.,
c/o E. Ludlow, President,
44 Crawley Drive,
BRAMALEA, Ontario
L6T 2S1

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.

THE CORPORATION OF THE CITY OF BRAMPTON

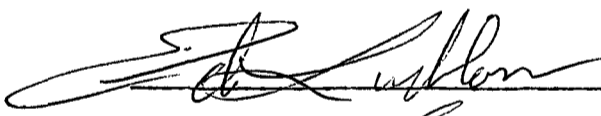


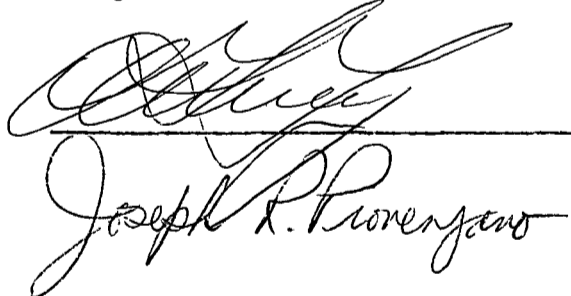
Everett Coates, Jr., Acting Mayor



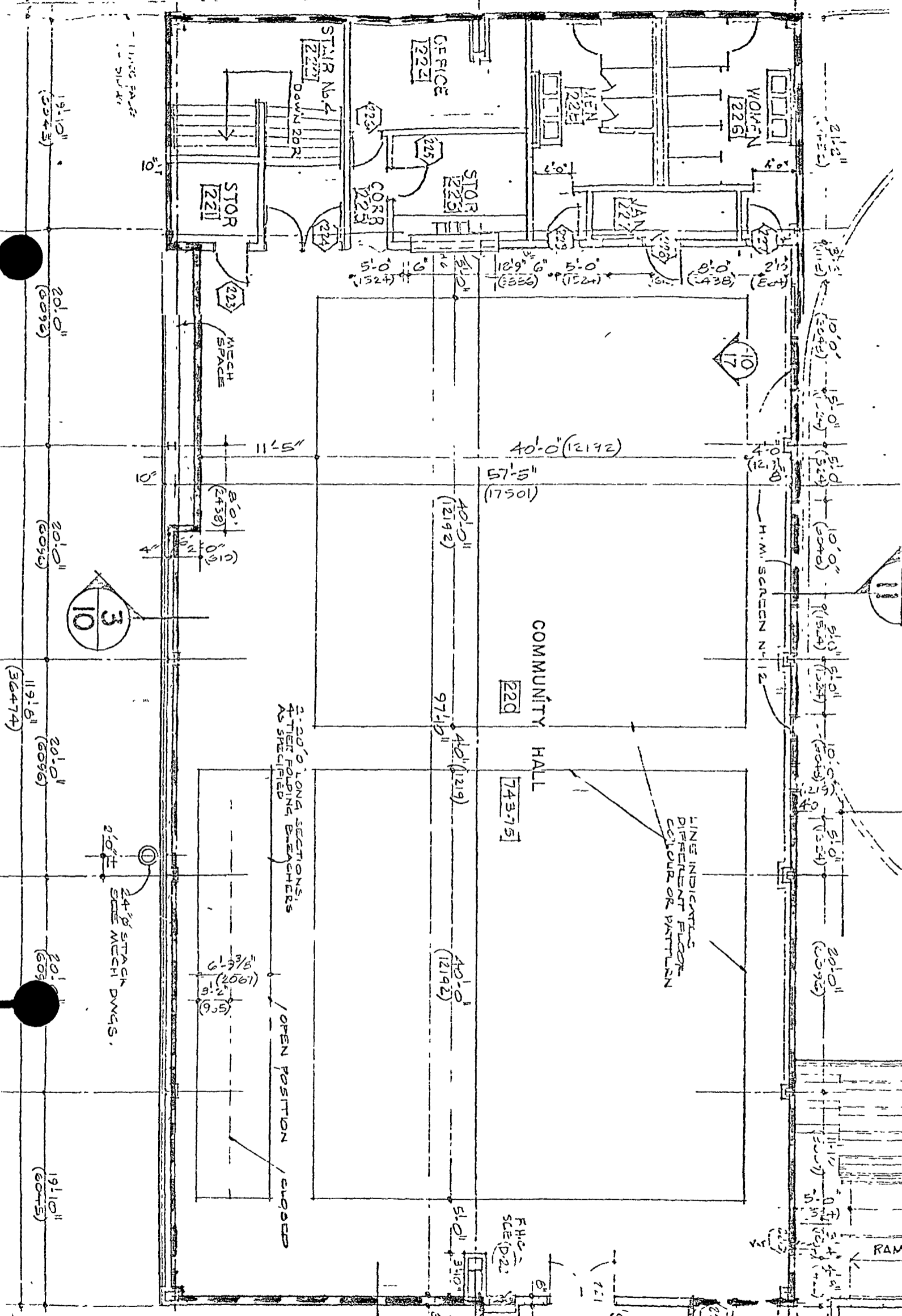
Ralph A. Everett, Clerk

TORA MARTIAL ARTS INC.





Joseph P. Provenzano



SECOND FLOOR

WILLIAMS PARKWAY RECREATION CENTRE

PASSED 24th September 1979



BY-LAW

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