



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 48-80

To authorize the execution of an Agreement between The Corporation of the City of Brampton and Bramalea Hockey (1978) Limited.

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 (1978) Limited, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of February, 1980.

Teresa M. Plane

TERESA M. PIANE, ACTING MAYOR

Ralph A. Everett

Ralph A. Everett, City Clerk

THIS AGREEMENT made in triplicate this 1st day of September,
1979,

BETWEEN

THE CORPORATION OF THE CITY OF BRAMPTON,

hereinafter called the "City"

AND

BRAMALEA HOCKEY (1978) 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. on December 2 and 16, 1979 (Sundays), and on every Friday evening from and including September 21, 1979 to and including February 8th, 1980, but not including November 30th and December 14th, 1979; and
- (2) to make available, when possible, the ice surface and dressing rooms for practice at Victoria Park Arena;

2. The Club agrees:

- (1) (a) to pay to the City \$45.00 per hour 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 \$135.00 for each game;
- (c) to pay to the City \$37.00 per hour prior to 1 October 1979, and \$45.00 per hour thereafter, for use of the ice surface and dressing rooms for practice; and
- (d) to make all payments in advance of or at the time of the use of the ice surface and dressing rooms;
- (2) to provide and pay for the following at each game:
 - a) a doorman,
 - b) a timekeeper,
 - c) a first aid attendant,
 - d) referees, and
 - e) tickets and a ticket seller;
- (3) to be responsible for paying all fees and payments required to be paid for league affiliation or to visiting teams;
- (4) to ensure that their team and all visiting teams shall abide by all by-laws, regulations and rules of the City;

- (5) to provide and pay for police protection and any additional staff when requested to do so by the arena manager;
- (6) 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
- (7) 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:

reserved (numbered seats not sold on season ticket basis)	\$2.50
adults	\$2.00
students	\$1.50
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) the term of this agreement shall be from the 1st day of September, 1979 to the 15th day of August, 1980;
- (4) 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;
- (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:

Bramalea Hockey (1978) Limited
c/o P.O. Box #2004,
Bramalea, Ontario.

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.

BRAMALEA HOCKEY (1978) LIMITED

John Mac Rae President
Title/Position

THE CORPORATION OF THE CITY OF BRAMPTON

Teresa M. Piane
Teresa M. Piane, Acting Mayor

Ralph A. Everett
Ralph A. Everett, Clerk

CREDIT VALLEY INSURANCE AGENCIES LTD.

49 Queen Street, West,
Brampton, Ontario
L6Y 1L9
459-6066

October 15, 1979

The Corporation of the City of Brampton

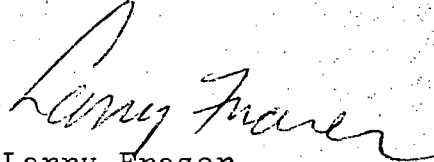
RE: Bramalea Hockey Ltd.

Gentlemen:

This letter is to confirm that Comprehensive General Liability Insurance has been placed effective September 1, 1979 to September 1, 1980 with the Canadian General Insurance Company. The policy number is 18C0287 and the limit of liability is \$500,000 inclusive.

The policy further provides for 30 days notice of cancellation to the Corporation of the City of Brampton.

Yours very truly,



Larry Fraser,
CREDIT VALLEY INSURANCE AGENCIES

LF;se

PASSED February 25th 1980



BY-LAW

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