

THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW NUMBER 55-74

A By-law to authorize the execution of an agreement with the Bramalea Tennis Club. (Tennis Courts - Chingua-cousy Park).

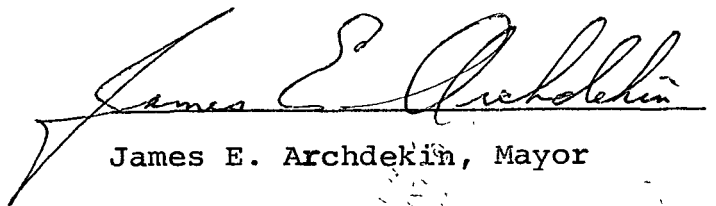
WHEREAS it is deemed expedient to enter into and execute an agreement with the Bramalea Tennis Club;

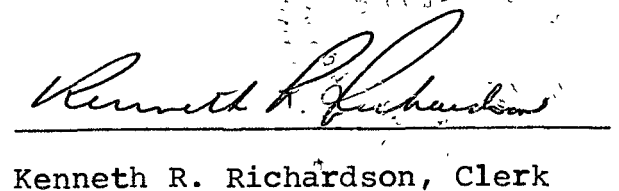
NOW THEREFORE the Council of the Corporation of the City of Brampton ENACTS as follows:

- 1) That the Corporation of the City of Brampton enter into and execute an agreement, attached hereto as Schedule "A", with the Bramalea Tennis Club.

- 2) That the Mayor and the Clerk are hereby authorized to affix their signatures to the said agreement, attached hereto as Schedule "A", with the Bramalea Tennis Club.

READ A FIRST, SECOND and THIRD TIME and PASSED In Open Council this 10th day of June, 1974.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS AGREEMENT dated the 5th day of June, 1974.

BETWEEN:

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the "City"

OF THE FIRST PART;

- and -

THE BRAMALEA TENNIS CLUB

hereinafter called the "Club"

OF THE SECOND PART.

WHEREAS the City is constructing six tennis courts within lands known as Chinguacousy Park and the Club proposes to use four (4) of the six (6) tennis courts now under construction for the purpose of adult, youth and family tennis play and tennis instruction and tournaments.

NOW THEREFORE the parties hereto agree as follows:

1. The City hereby grants the Club the right in the nature of a license in order that the members of the Club may have exclusive use of four (4) tennis courts within Chinguacousy Park for the period from June 15th, 1974 to October 15th, 1974 under the terms and conditions set out herein between the hours of 5:00 P.M. to 11:00 P.M. from Monday to Friday, both inclusive and between the hours of 9:00 A.M. to 11:00 P.M. on Saturdays and Sundays. The hours referred to herein shall be local time. In the event the construction of the courts are not completed by June 15th, 1974 the commencement day of the license herein, shall be adjusted to the date wherein the Club uses the courts and the Club shall have exclusive use of four (4) tennis courts and be provided with dressing room facilities at Earnscliffe Park under the terms and conditions set out herein between the hours of 5:00 P.M. to 11:00 P.M. from Monday to Thursday both inclusive and between the hours of 9:00 A.M. to 6:00 P.M. on Saturdays and Sundays.
2. The Director of Parks and Recreation for the City shall designate the four (4) tennis courts, which shall be subject of the license herein.

3. The Club shall provide and maintain public liability insurance coverage in respect of it's use of the tennis courts in a form and amount acceptable to the City and shall file a certified copy of such coverage with the City.
4. The Club agrees to maintain the said four tennis courts and adjacent areas in a clean and tidy condition during usage.
5. The Club shall not make any changes or alterations to the tennis courts or adjacent areas without first having obtained the written permission of the City Director of Parks and Recreation to so do.
6. The Club shall pay to the City through the Parks and Recreation Department an amount calculated at the rate of One Hundred and Ninety-Five Dollars (\$195.00) per month, which amount shall be paid on the last day of each month during the term of the license. Provided that the monthly rental hereunder shall be adjusted on a pro-rata basis for the first and last month of the license where the license does not commence on the first day of a month and terminate on the last day of a month. This rate and the terms herein shall also apply to the use of facilities at Earnscliffe Park.
7. The Club shall provide the Director of the City Parks and Recreation Department with the following information:
 - (a) Annual Financial statements within 30 days of their being prepared.
 - (b) Notification of general, membership and executive meetings, copies of agendas.
 - (c) Copies of their Constitution and By-Laws and notification of any proposed amendments.
 - (d) A list showing the names, addresses and telephone numbers of the Club membership and executive.

8. In the event the Club limits the number of memberships available, ratepayers or residents of the City of Brampton shall have the first opportunity to obtain membership. Persons who are not residents in the City of Brampton shall be offered membership only if vacancies exist after the ratepayers or residents of the City of Brampton have had a reasonable opportunity to obtain membership.
9. The Club hereby undertakes and agrees to hold the City harmless from all loss, suits, damages or claims arising from their use of the lands therein.
10. This license may be terminated on 60 days written notice from the City to the Club, sent by prepaid first class mail addressed to the President of the Bramalea Tennis Club, or to such other person at such address as the City may be subsequently notified in writing.
11. Notwithstanding anything herein contained the City may use the facilities herein for any purpose at any time and where practical, fourteen days notice of any proposed use by the City shall be given to the person designated in clause 10 hereof either personally or by prepaid first class mail.

IN WITNESS WHEREOF the Parties have hereunto set their hands and seals under the hands of their officers duly authorized in that behalf.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
 JAMES E. ARCHDEKIN, MAYOR

Kenneth R. Richardson
 KENNETH R. RICHARDSON, CLERK

THE BRAMALEA TENNIS CLUB

per: W. L. ... President

per: Rosemary Miller Vice-President

DATED: June 5th, 1974

B E T W E E N :

THE CORPORATION OF THE
CITY OF BRAMPTON

- and -

THE BRAMALEA TENNIS CLUB

AGREEMENT
