



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

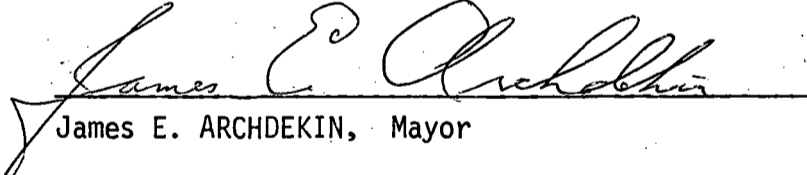
Number 140-80

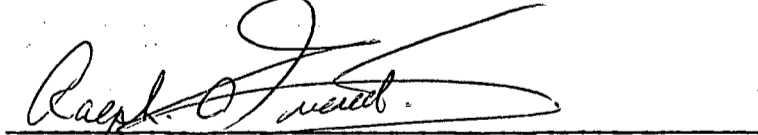
To authorize the execution of an Agreement between The Corporation of the City of Brampton and James L. Betts Enterprises Ltd. (roller skating - 1980)

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 James L. Betts Enterprises Ltd., attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 26th day of May, 1980.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, City Clerk

ROLLER SKATING AGREEMENT 1980

THIS AGREEMENT made in triplicate the day of 1980.

BETWEEN:

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

AND

JAMES L. BETTS ENTERPRISES LTD.,
hereinafter called the "Company",

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) that the Company shall supply nylon-wheeled roller skates for rental at the roller skating sessions held by the City in various arenas and recreation centres;
- (2) to keep in good repair, and to insure in respect of liability for property damage and personal injury, the trailer supplied to the City by the Company;
- (3) to provide and to be responsible for all personnel required at each arena and recreation centre, to collect admission fees, to handle the rental distribution of roller skates, to operate the snack bars, to supervise the roller skating sessions and to deal with any other matters the City deems advisable;
- (4) (a) to collect \$1.25 from each person admitted to the first roller skating session and not having his or her own nylon-wheeled roller skates, and
(b) to collect \$2.00 from each person admitted to the second roller skating session and not having his or her own nylon-wheeled roller skates;
- (5) (a) to collect \$.75 from each person admitted to the first roller skating session and having his or her own nylon-wheeled roller skates, and
(b) to collect \$1.50 from each person admitted to the second roller skating session and having his or her own nylon-wheeled roller skates;
- (6) to pay to the Company 40% of all monies collected pursuant to clause 1 (4).

2. The Company agrees:

- (1) to supply nylon-wheeled roller skates for the two roller skating sessions to be held each evening, the first session being from 7:00 p.m. to 8:30 p.m., the second session being from 9:00 p.m. to 11:00 p.m., in each of the arenas and recreation centres set out below on the days set out below:

<u>VICTORIA PARK ARENA</u> Wednesdays and Sundays	May 4 - August 31
<u>CENTURY GARDENS</u> Fridays	May 2 - August 15
<u>GREENBRIAR RECREATION CENTRE</u> Saturdays	May 3 - August 30

TERRY MILLER

Fridays

May 2 - August 22

MEMORIAL ARENA

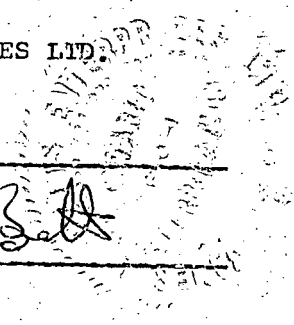
Sundays

May 4 - August 31

- (2) to supply to the City a roadworthy trailer to be used for the transportation of roller skates to and from various locations within the City;
 - (3) to supply roller skates which are in good condition and in proper working order and to keep and maintain them so throughout the term of this agreement;
 - (4) that the City is entitled to retain all monies collected in accordance with 1 (5) and 60% of all monies collected in accordance with clause 1 (4);
 - (5) to pay to the City 50% of the charges incurred if the City decides to engage a disc jockey for any or all of the roller skating sessions, such payment not to exceed \$30.00 for any one evening at any one arena or recreation centre in any case;
 - (6) to pay to the City all charges incurred in providing the personnel to distribute the rental roller skates;
 - (7) that the City is entitled to deduct and retain any payment due to the City in accordance with clauses 2 (5) and 2 (6) from the amount due to the Company under clause 1 (6);
 - (8) to obtain insurance for public liability and property damage in an amount of at least \$500,000.00;
 - (9) to indemnify and save harmless the City from and against all claims, demands, actions and proceedings, by whomsoever made or brought in respect of any cost, expenses, loss, damage or injury, including death, arising by reason of or in connection with the use of the roller skates supplied by the Company.
3. It is agreed that:
- (1) the term of this agreement shall be from the 1st day of May, 1980, to the 1st day of September, 1980;
 - (2) the City and the Company shall both have the right to cancel this agreement, upon two weeks prior notice, if the other party does not comply with the terms of this agreement;
 - (3) 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 2T9 and
 - (4) the address of the Company for the purpose of notification shall be:
James L. Betts Enterprises Ltd.,
P. O. Box 73,
Newmarket, Ontario.

IN WITNESS WHEREOF the Company 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.

JAMES L. BETTS ENTERPRISES LTD.


James L. Betts

THE CORPORATION OF THE CITY OF BRAMPTON

James E. C. Colclough
Mayor
Ralph J. Smith
Clerk

APPROVED
AS TO FORM
LAW DEPT.
BRAMPTON
JP
DATE 22/5/80

HARGRAFT WOOD FLEMING LIMITED

INSURANCE

AGENCY ESTABLISHED 1874
284 KING STREET WEST
TORONTO, ONT. M5V 1J2
~~864-0143~~ 977-4143

April 22, 1980

City of Brampton,
Parks & Recreation,
150 Central Park Drive,
Bramalea, Ontario L6T 2V1
Attn: Mrs. Joan Nicholls

We enclose herewith the following insurance papers, Certificate of Insurance for James L. Betts Enterprises Ltd., Policy # 813 09 12.

Please get in touch with us without delay if any question arises in regard to the above.
We are anxious that it be arranged correctly.

Yours very truly,

HARGRAFT WOOD FLEMING LIMITED

Mercer



CERTIFICATE OF INSURANCE

Hargraft Wood Fleming Limited

(ESTABLISHED 1874)

TELEPHONE
(416) ~~296-0113~~

977-4143

284 KING STREET WEST
TORONTO, ONTARIO M5V 1J2

TO: City of Brampton,
Parks & Recreation,
150 Central Park Drive,
Bramalea, Ontario
L6T 2V1

Attn: Mrs. Joan Nicholls

This is to certify that the insurance policies detailed below are in force for the terms shown.

INSURED: James L. Betts Enterprises Ltd.

AUTOMOBILE - DIRECT LIABILITY (All vehicles owned or operated):
INSURANCE COMPANY

POLICY No.	EXPIRY DATE	BODILY INJURY LIMITS		PROPERTY DAMAGE LIMIT
		\$	each person	\$
			each accident	\$
				each accident

AUTOMOBILE - NON- OWNED VEHICLES LIABILITY:
INSURANCE COMPANY

POLICY No.	EXPIRY DATE	BODILY INJURY LIMITS		PROPERTY DAMAGE LIMIT
		\$	each person	\$
			each accident	\$
				each accident

LIABILITY FOR BODILY INJURY AND PROPERTY DAMAGE:
INSURANCE COMPANY The Zurich Insurance Company

POLICY No.	EXPIRY DATE	BODILY INJURY LIMITS		PROPERTY DAMAGE LIMIT
813 09 12	March 29, 1981	\$	1,000,000.00 Inclusive Limit each person	\$
			each occurrence	\$
				each accident

DESCRIPTION OF OPERATIONS: Rental of Roller Skates	AGGREGATE LIMIT FOR POLICY (if any) \$ one year
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Including Hold Harmless clause in favour of the City of Brampton in regard to the use of roller skates supplied by the named insured.

If any of these Policies are cancelled or changed before expiry date, so as to affect this Certificate, we will give you thirty days prior written notice mailed to the above address.

Date: April 18, 1980

Hargraft Wood Fleming Limited

Per: 
Authorized Representative

PASSED MAY 26th, 1980



BY-LAW

No. 140-80

To authorize the execution of an Agreement between The Corporation of the City of Brampton and James L. Betts Enterprises Ltd. (roller skating - 1980)

 of the City of Brampton
