



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

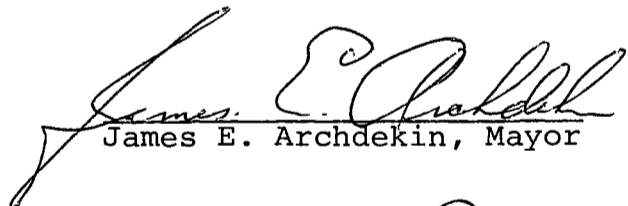
Number 151-79

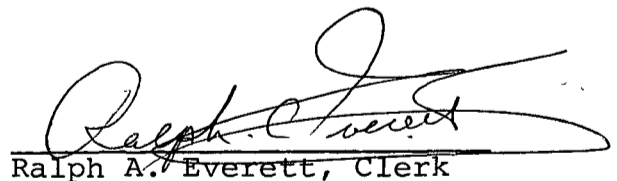
A By-law to authorize the execution of an Agreement Between The Corporation of the City of Brampton and James L. Betts Enterprises Ltd.

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. in the form attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 25th day of June, 1979.


James E. Archdekin, Mayor


Ralph A. Everett, Clerk

*Schedule "A" to By-Laws
No. 151-79*

ROLLER SKATING AGREEMENT 1979

THIS AGREEMENT made in triplicate the *25th* day of *June*, 1979.

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 provide 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;
- (3) a. to collect \$1.00 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 \$1.75 from each person admitted to the second roller skating session and not having his or her own nylon-wheeled roller skates;
- (4) 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 \$1.25 from each person admitted to the second roller skating session and having his or her own nylon-wheeled roller skates;

(5) to pay to the Company 40% of all monies collected pursuant to clause 1 (3).

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 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:

VICTORIA PARK ARENA

Wednesdays and Sundays May 2 - August 26

CENTURY GARDENS

Fridays May 4 - August 17

GREENBRIAR RECREATION CENTRE

Saturdays May 5 - August 25

- (2) 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;
- (3) that the City is entitled to retain all monies collected in accordance with 1 (4) and 60% of all monies collected in accordance with clause 1 (3);
- (4) 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;
- (5) to pay to the City the charges incurred related to the personnel distributing the rental roller skates;
- (6) that the City is entitled to deduct and retain any payment due to the City in accordance with clauses 2 (4) and 2 (5) from the amount due to the Company under clause 1 (5);

- (7) to obtain insurance for public liability and property damage in an amount of at least \$500,000.00;
- (8) 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 costs, 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, 1979, to the 1st day of September 1979;
- (2) the City shall have the right to cancel this agreement, upon two weeks prior written notice, if the Company 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 2V1; 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 (PRESIDENT)

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin
James E. Archdekin, Mayor

Ralph A. Everett
Ralph A. Everett, Clerk

PASSED June 25th 1979



BY-LAW

No. 151-79

A By-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and James L. Betts Enterprises Ltd.

CERTIFICATE OF INSURANCE

Hargraft Wood Fleming Limited

(ESTABLISHED 1874)

TELEPHONE
(416) 364-0143

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

DATE <i>June 25/79</i> REC. No. <i>2756</i> FILE No. <i>C114-79</i>	CLERK DEPT.
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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

AUTOMOBILE - NON- OWNED VEHICLES LIABILITY:
INSURANCE COMPANY

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

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

POLICY No.	EXPIRY DATE	BODILY INJURY LIMITS		PROPERTY DAMAGE LIMIT
813 0912	March 29, 1980	\$	500,000.00 each person	\$
				Inclusive Limit 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

30 days prior written notice mailed to the above address.

Date: June 20, 1979

Hargraft Wood Fleming Limited

Per: *[Signature]*
R.W. HARRINGTON Authorized Representative