



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

Number 151-80

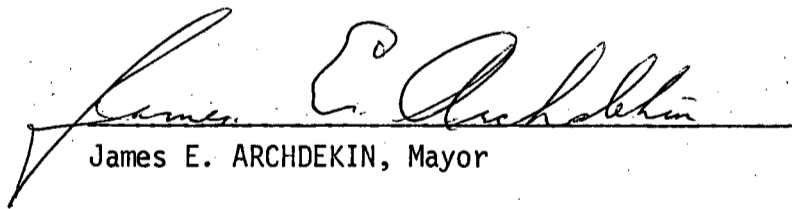
To authorize the execution of an agreement between The Corporation of the City of Brampton and The Brampton Excelsior Lacrosse Club


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

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1980 05 01 between The Corporation of the City of Brampton and The Brampton Excelsior Lacrosse Club.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 9th day of June, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

This RENTAL AGREEMENT made in triplicate the 1st day of May, 1980

BETWEEN:

The Corporation of the City of Brampton

hereinafter called "the City"

and

The Brampton Excelsior Lacrosse Club

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 regular season and playoff games of the Club the playing surface and dressing rooms at Victoria Park Arena and Memorial Arena on the following evenings:

Victoria Park Arena - Saturday evening - June 14th

Memorial Arena - Saturday evening - July 12th

- Tuesday, Thursday and Friday evenings, exception June 13th, July 11th and August 15th, 1980.

from 7:00 p.m. - 10:00 p.m. commencing in May, 1980 and thereafter until completion of the 1980 schedules for Senior and Junior 'A' and Junior 'B' lacrosse teams with the exception of possible exhibition games and block-out dates to be arranged at future scheduling meetings;

- (2) to provide tickets and ticket seller at the arenas for each such scheduled game;
- (3) to make available, when possible, the playing surface and dressing rooms for practices at Victoria Park Arena and Memorial Arena for practice times throughout the season;
- (4) to provide the Club with a copy of the arena sales and cash report for each game the night of that game;
- (5) to endeavour to pay to the Club the Club's share of the gate receipts and to provide a breakdown of the gate receipts to the Club within seven (7) working days after each game;
- (6) to indicate on the reports setting out the breakdown of gate receipts for each game, the details of and reasons for any deductions made pursuant to clause 2 (5).

2. The Club agrees:

- (1) to provide and pay for the following at each game:
  - (a) a doorman
  - (b) a timekeeper
  - (c) a first aid attendant and
  - (d) referees;
- (2) to be responsible for paying all fees and payments required to be paid for league affiliation or to visiting teams;
- (3) to keep and make available to the City for inspection a ledger recording season ticket sales;
- (4) to guarantee the City a minimum of \$36.00 for each game played other than pre-season or exhibition games and to pay the City the amount due to the City for each such game as computed in accordance with clause 3 (7);
- (5) that the City may deduct from the Club's share of the gate receipts for each game any amount owed to the City by the Club as of that date on which such share is to be paid to the Club;
- (6) to ensure that their team and all visiting teams and spectators shall abide by all by-laws, regulations and rules of the City;

- (7) to provide and pay for police protection and any additional staff when requested to do so by the arena manager;
- (8) to obtain insurance for public liability and property damage in an amount of at least five hundred thousand dollars for each occurrence;
- (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 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 games shall be as follows:

Seniors: Games	Adults	\$2.50
	Students/ Senior Citizens	\$1.50
	Children (under 14)	\$ .50
	with parent	Free
Junior A: Games	Adults	\$2.00
	Students/ Senior Citizens	\$1.50
	Children	\$ .50
Junior B: Games	Adults	\$1.50
	Students/ Senior Citizens	\$1.00
	Children	\$ .50
	Family	\$2.00

- (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) all references to "gate receipts" in this agreement shall be taken to mean "gross gate receipts";
- (4) "gross gate receipts" for each game shall include gate receipts actually received and also an amount equal to a figure obtained by multiplying the number of season tickets used at that game by the average cost per game to a season ticket holder;
- (5) all gate receipts are to be handled by and to remain in possession of the staff provided by the City;
- (6) the actual number of tickets sold and season tickets used at each game shall be recorded on the City cash report sheet and verified by the signature of the arena manager;
- (7) (a) for each game or playoff game, other than a pre-season or exhibition game, in which the gate receipts exceed \$300.00, the City shall receive and be entitled to retain 25% of the gate receipts.  
(b) for each game or playoff game, other than a pre-season or exhibition game or a game to which clause (a) applies, the City shall receive and be entitled to retain \$36.00 out of the gate receipts and 25% of the amount remaining after deducting that \$36.00;

- (c) subject to any deduction under clause 2 (5), the Club shall receive the remainder of the gate receipts from each game or playoff game, other than pre-season or exhibition games;
- (d) the City shall receive and be entitled to retain all gate receipts from all pre-season or exhibition games;
- (8) the term of this agreement shall be from the 1st day of May, 1980 to the 1st day of September, 1980;
- (9) the City shall have the right to cancel this agreement, upon two (2) weeks prior written notice, if the Association does not comply with the terms of this agreement;
- (10) 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

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

Brampton Excelsior Lacrosse Club,  
 c/o E. L. Coates,  
 6 George Street South,  
 Brampton, Ontario  
 L6Y 1P1.

IN WITNESS WHEREOF the Officers of the Club duly authorized in that behalf have set their hands hereunder and the City has hereunto set its seal under the hands of its Mayor and Clerk.

BRAMPTON EXCELSIOR LACROSSE CLUB

W.D. Cameron *President*  
 title/position

E. L. Coates *Secretary*  
 title/position

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Chisholm  
 Mayor

Reep J. ...  
 Clerk

<b>AUTHORIZATION BY-LAW</b>	
NUMBER	<u>151-80</u>
<b>PASSED BY CITY</b>	
COUNCIL ON THE	<u>NINTH</u>
OF	<u>JUNE 1980</u>

Agrees with the Insured named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this Policy to insure as follows:

### DECLARATIONS

(Attached to and forming part of the policy numbered below.)

151-80

NAME OF INSURED AND MAILING ADDRESS  BRAMPTON EXCELSIOR LACROSSE CLUB C/O EVERET COATES 6 GEORGE STREET SOUTH BRAMPTON, ONTARIO	EFFECTIVE DATE			EXPIRY DATE			POLICY NUMBER  715-0642-2
	DAY	MONTH	YEAR	DAY	MONTH	YEAR	
	23	MAY	1980	23	MAY	1981	POLICY REPLACED NEW #7445

BUSINESS OF THE NAMED INSURED - LACROSSE ASSOCIATION

LOCATION 1 AS ABOVE  OR

THE NAMED INSURED IS:

INDIVIDUAL  PARTNERSHIP  CORPORATION  JOINT VENTURE

OTHER

OCCUPIED AS

LOCATION 2 BEING

CONSTRUCTION

CONSTRUCTION

(LOSS PAYABLE TO INSURED UNLESS OTHERWISE STATED) UNDER COVERAGE

Insurance is provided only for those coverages for which Riders are attached and a specific limit of liability or coverage and a premium are stated hereon.

**THIS POLICY CONTAINS A CLAUSE WHICH MAY LIMIT THE AMOUNT PAYABLE**

SECTION	COVERAGE	RIDER(S)	LOCATION #1		LOCATION #2		PREMIUM
			CO. INS. IF ANY	LIMIT OF LIABILITY	CO. INS. IF ANY	LIMIT OF LIABILITY	
<b>I</b>	<b>FIRE &amp; EXTENDED AND MULTI-PERIL COVERAGES</b>						
a.	Building						
b.	Fixtures & Equipment						
c.	Stock in Trade						
d.	Business Interruption						
e.	Rental Income						
f.							
g.							
h.							
i.							
<b>II</b>	<b>CRIME COVERAGES</b>		INSIDE	OUTSIDE	INSIDE	OUTSIDE	
a.	Robbery (Holdup)						
b.	Safe Burglary						
c.	Broad Form Money & Securities						
d.	Stock Burglary						
e.	Retailers ( point) or Office ( point) Combination			PER POINT		PER POINT	
f.							
g.							
<b>III</b>	<b>LIABILITY</b>		BODILY INJURY AND PROPERTY DAMAGE COMBINED				
a.	Premises - Operations (O.L. & T or M. & C.)	301	\$ 500,000	INCLUSIVE LIMIT	\$ 500,000	AGGREGATE PRODUCTS INCLUSIVE LIMIT	200.
b.	Comprehensive General						
c.	Retailers						
d.	Medical Payments		\$	EACH PERSON	\$	EACH ACCIDENT	
e.	Employers Including V.C. YES <input type="checkbox"/> NO <input type="checkbox"/>		\$	EACH PERSON	\$	EACH ACCIDENT	
f.	Malpractice (Professional)		\$	EACH CLAIM	\$	AGGREGATE	
g.							
h.							
<b>IV</b>	<b>GLASS (AS PER RIDER ATTACHED)</b>						

ABOVE IS A DECLARATION OF COVERAGE - FOR SPECIFIC DETAILS REFER TO THE RIDERS.

SIGNED OR ISSUED ON APPLICATION

SUBMITTED BY:

AUTHORIZED REPRESENTATIVE

TOTAL PREMIUM	\$ 200.
CREDIT FOR EXISTING INSURANCE	\$ -
GROSS PREMIUM	\$ 200.
LESS %	-
NET PREMIUM	\$ 200.

## COMPREHENSIVE GENERAL OR MANUFACTURERS' AND CONTRACTORS LIABILITY COVERAGE DESCRIPTION OF HAZARDS

Attached to and forming part of this Policy

### ADDITIONAL DECLARATIONS

The following discloses all hazards insured hereunder known to exist at the effective date of this policy, unless otherwise stated herein.

### SCHEDULE

Description of Hazards	Code-No.	Premium Bases	Rates		Advance Premium	
			B.I.	P.D.	B.I.	P.D.
Premises - Operations <input type="checkbox"/> as stated in the declarations or <input type="checkbox"/> as described below (List all locations owned, rented or controlled by Named Insured stating interest as owner, lessee or tenant.)  <b>OPERATIONS USUAL TO THREE LACROSSE TEAMS</b>		(a) Area (sq. ft.) (b) Remuneration (c) Receipts (d) # OF GAMES  (d) 90	(a) Per 100 sq.ft. of Area (b) Per \$1000 Remuneration (c) Per \$1000 of Receipts (d)	1.78	.44	(M I N I M U M S)  160.                  40.
Escalators		Number Insured	Per Landing			
Independent Contractors (Let or Sub-let work)		Cost of Work	Per \$1,000 of Cost of Work			
Products		Sales	Per \$1,000 of Sales			
Completed Operations  USUAL TO THE ABOVE		Receipts	Per \$1,000 of Receipts			I N C L U D E D
Other hazards or endorsements END'T. #392-EXCLUSION OF INJURY TO CONTESTANTS ENDORSEMENT #364 - ADDITIONAL PROPERTY DAMAGE EXCLUSION ENDORSEMENT #367 - PROPERTY DAMAGE ENDORSEMENT ENDORSEMENT #371 - DEDUCTIBLE PROPERTY DAMAGE -\$100. P.D. DEDUCTIBLE						
Minimum Premiums \$ 200.			Total Advance Premium \$ 200.			

*Wawanesa*

ENDORSEMENT NO. 371

**DEDUCTIBLE PROPERTY DAMAGE**

(Per Claim Basis)

It is agreed that such insurance as is afforded by the policy for Coverage <sup>B</sup>..... Property Damage Liability, applies subject to the following provisions:

1. \$.....100..... shall be deducted from the total amount of all sums which the insured shall become obligated to pay by reason of the liability imposed upon him by law for damages on account of each claim, and the insurer shall be liable only for the difference between such deductible amount and the limit of the insurer's liability for each accident as stated in the policy.
2. The terms of the policy, including those with respect to notice of accident and the insurer's right to investigate, negotiate and settle any claim or suit, apply irrespective of the application of the deductible amount.
3. The insurer may pay any part or all of the deductible amount to effect settlement of any claim or suit, and upon notification of the action taken, the named insured shall promptly reimburse the insurer for such part of the deductible amount as has been paid by the insurer.



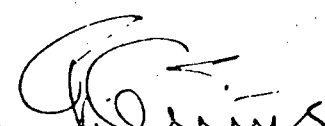
PRESIDENT

*Wawanesa*

ENDORSEMENT 392

**EXCLUSION OF INJURY TO CONTESTANTS**

It is agreed that this insurance does not apply to bodily injury sustained by any person while practicing for or participating in any contest or exhibition of an athletic or sports nature sponsored by the Named Insured or to immediate medical and surgical relief to any person so injured.



PRESIDENT

Rev. December 75



**COMPREHENSIVE GENERAL LIABILITY COVERAGE RIDER**

Attached to and forming part of this Policy

**INSURING AGREEMENTS****I. Coverage A — Bodily Injury Liability**

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of bodily injury.

**Coverage B — Property Damage Liability**

To pay on behalf of the Insured all sums which the Insured shall become legally obligated to pay as damages because of property damage caused by accident.

**II. Defence — Settlement — Supplementary Payments**

As respects insurance afforded by this policy, the Insurer shall:

- (1) defend in the name and on behalf of the Insured and at the cost of the Insurer any civil action which may at any time be brought against the Insured on account of such bodily injury or property damage but the Insurer shall have the right to make such investigation, negotiation and settlement of any claim as may be deemed expedient by the Insurer;
- (2) pay all premiums on bonds to release attachments for an amount not in excess of the applicable limit of liability of this policy, all premiums on appeal bonds required in any such defended suit, but without any obligation to apply for or furnish such bonds;
- (3) pay all costs taxed against the Insured in any civil action defended by the Insurer and any interest accruing after entry of judgment (or, in those jurisdictions where interest accrues from the date of the action, from the date of such action) upon that part of the judgment which is within the limits of the Insurer's liability;
- (4) pay expenses incurred by the Insured for such immediate medical and surgical relief to others as shall be imperative at the time of accident;
- (5) pay reasonable expenses incurred by the Insured at the Insurer's request in assisting the Insurer in the investigation or defense of any claim or suit, including actual loss of earnings not to exceed \$25 per day.

The amounts so incurred except settlement of claims or suits are payable in addition to the applicable limits of liability.

**III. Persons Insured**

Each of the following is an Insured under this insurance to the extent set forth below:

- (1) if the Named Insured is designated in the declarations as an individual, the person so designated but only with respect to the conduct of a business of which he is the sole proprietor;
- (2) if the Named Insured is designated in the declarations as a partnership or joint venture, the partnership or joint venture so designated and any partner or member thereof but only with respect to his liability as such;
- (3) if the Named Insured is designated in the declarations as other than an individual, partnership or joint venture, the organization so designated and any executive officer, director or stockholder thereof while acting within the scope of his duties as such;
- (4) any person (other than an employee of the Named Insured) or organization while acting as real estate manager for the Named Insured.

This insurance does not apply to bodily injury or property damage arising out of the conduct of any partnership or joint venture of which the Insured is a partner or member and which is not designated in this policy as a Named Insured.

**IV. Policy Territory**

This insurance applies only to bodily injury and property damage which occurs within the policy territory.

**EXCLUSIONS**

This insurance does not apply to:

- (a) liability assumed by the Insured under any contract or agreement except an incidental contract, but this exclusion does not apply to a warranty of fitness or quality of the Named Insured's products or a warranty that work performed by or on behalf of the Named Insured will be done in a workmanlike manner;
- (b) bodily injury or property damage arising out of the ownership, use or operation by or on behalf of the Insured of
  - (1) any automobile, or
  - (2) any watercraft, but this exclusion does not apply to watercraft while ashore on premises owned by, rented to or controlled by the Named Insured;
- (c) bodily injury or property damage arising out of the ownership, existence, use or operation by or on behalf of the Insured of
  - (1) any aircraft, or
  - (2) any premises for the purpose of an airport or aircraft landing strip and all operations necessary or incidental thereto;
  - (3) any air cushion vehicle.
- (d) bodily injury to any employee of the Insured arising out of and in the course of his employment by the Insured, but this exclusion does not apply to liability assumed by the Insured under an incidental contract;
- (e) any obligation for which the Insured or his Insurer may be held liable under any workmen's compensation law;
- (f) bodily injury caused intentionally by or at the direction of the Insured;
- (g) property damage to
  - (1) property owned or occupied by or rented to the Insured, or
  - (2) property used by the Insured, or
  - (3) property in the care, custody or control of the Insured or property as to which the Insured is for any purpose exercising physical control, or
  - (4) any personal property or any fixtures as the result of any work performed thereon by the Insured or anyone on his behalf;

but parts (2) and (3) of this exclusion do not apply with respect to liability under a written sidetrack agreement and part (3) of this exclusion does not apply with respect to property damage (other than to elevators) arising out of the use of an elevator at premises owned by, rented to or controlled by the Named Insured;
- (h) property damage to the Named Insured's products arising out of such products or any part of such products;
- (i) property damage to work performed by or on behalf of the Named Insured arising out of the work or any portion thereof, or out of materials, parts or equipment furnished in connection therewith;

(over)

- (j) to loss of use of tangible property which has not been physically injured or destroyed resulting from
  - (1) a delay in or lack of performance by or on behalf of the Named Insured of any contract or agreement, or
  - (2) the failure of the Named Insured's products or work performed by or on behalf of the Named Insured to meet the level of performance, quality, fitness or durability warranted or represented by the Named Insured;
 but this exclusion does not apply to loss of use of other tangible property resulting from the sudden and accidental physical injury to or destruction of the Named Insured's products or work performed by or on behalf of the Named Insured after such products or work have been put to use by any person or organization other than an Insured;
- (k) damages claimed for the withdrawal, inspection, repair, replacement, or loss of use of the Named Insured's products or work completed by or for the Named Insured or of any property of which such products or work form a part, if such products, work or property are withdrawn from the market or from use because of any known or suspected defect or deficiency therein;
- (l) bodily injury or property damage due to war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military power;
- (m) bodily injury or property damage
  - (a) with respect to which an Insured under this policy is also insured under a contract of nuclear energy liability insurance (whether the Insured is unnamed in such contract and whether or not it is legally enforceable by the Insured) issued by the Nuclear Insurance Association of Canada or any other group or pool of insurers or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting directly or indirectly from the nuclear energy hazard arising from:
    - (1) the ownership, maintenance, operation or use of a nuclear facility by or on behalf of an Insured;
    - (2) the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility; and
    - (3) the transportation, consumption, possession, handling, disposal or use of radioactive material sold, handled, used or distributed by an Insured.

As used in this policy:

1. The term "nuclear energy hazard" means the radioactive, toxic, explosive, or other hazardous properties of radioactive material;
2. The term "radioactive material" means uranium, thorium, plutonium, neptunium, their respective derivatives and compounds, radioactive isotopes of other elements and any other substances that the Atomic Energy Control Board may, by regulation, designate as being prescribed substances capable of releasing atomic energy; or as being requisite for the production, use, or application of atomic energy.
3. The term "nuclear facility" means:
  - (a) any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of plutonium, thorium and uranium or any one or more of them;
  - (b) any equipment or device designed or used for (i) separating the isotopes of plutonium, thorium and uranium or any one or more of them, (ii) processing or utilizing spent fuel, or (iii) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of plutonium, thorium and uranium or any one or more of them if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste radioactive material;

and includes the site on which any of the foregoing is located, together with all operations conducted thereon and all premises used for such operations.

- (n) bodily injury or property damage arising out of the discharge, dispersal, release or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids or gases, waste materials or other irritants, contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water; but this exclusion does not apply if such discharge, dispersal, release or escape is sudden and accidental.

#### LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy (2) persons or organizations who sustain bodily injury or property damage or (3) claims made or suits brought on account of bodily injury or property damage, the Insurer's liability is limited as follows:

1. **Limits of Liability Coverage A** The limit of bodily injury liability stated in the declarations as applicable to "each person" is the limit of the Insurer's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by one person in any one occurrence; the limit of such liability stated in the declarations as applicable to "each occurrence" is, subject to the above provision respecting each person, the total limit of the Insurer's liability for all damages, including damages for care and loss of services, arising out of bodily injury sustained by two or more persons in any one occurrence.
2. **Limits of Liability Coverage B** The limit of property damage liability stated in the declarations as applicable to "each accident" is the total limit of the Insurer's liability for all damages arising out of property damage, as the result of any one accident or series of accidents arising out of one event.
3. Subject to the above provision respecting "each person" and "each occurrence" under Coverage A, and "each accident" under Coverage B, the limits of bodily injury liability and property damage liability stated in the declarations as "aggregate products" are respectively the total limits of the Insurer's liability for all damages arising out of the products hazard and completed operations hazard in any one period of twelve months terminating on an anniversary of the inception date of the policy.
4. **Limits of Liability Coverages A and B Combined** The limit of bodily injury liability and property damage liability combined stated in the declarations as "inclusive limit" is the total limit of the Insurer's liability under Coverages A or B or Coverages A and B combined for all damages including damages for care or loss of services, arising out of bodily injury in any one occurrence or property damage as a result of any one accident or series of accidents arising out of one event.
5. Subject to the above provision respecting "inclusive limit" under Coverages A and B combined, the limit of bodily injury and property damage liability combined stated in the declarations as "aggregate products inclusive limit" is the total limit of the Insurer's liability for all damages arising out of the products hazard and completed operations hazard in any one period of twelve months terminating on an anniversary of the inception date of the policy.
6. All damages arising out of one lot of goods or products prepared or acquired by the Named Insured or by another trading under his name, shall be considered as arising out of one occurrence as regards bodily injury liability and one accident as regards property damage liability.
7. For the purpose of determining the limit of the Insurer's liability, all bodily injury arising out of continuous or repeated exposure to substantially the same general conditions shall be considered as arising out of one occurrence.

PASSED June 9, 1980

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# BY-LAW

No. 151-80

To authorize the execution of an agreement between The Corporation of the City of Brampton and The Brampton Excelsior Lacrosse Club