



THE CORPORATION OF THE CITY OF BRAMPTON

# BY-LAW

259-80

*Number* \_\_\_\_\_

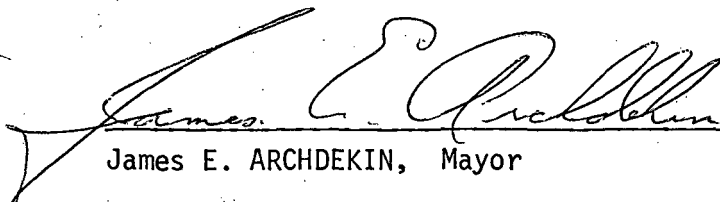
To authorize the execution of an agreement between The Corporation of the City of Brampton and Bramalea Hockey (1978) Limited

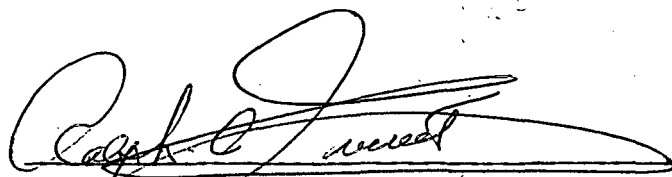
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The Council of the Corporation of the City of Brampton ENACTS as follows:

1. The Mayor and the Clerk are hereby authorized to execute an agreement dated 1980 09 01 between The Corporation of the City of Brampton and Bramalea Hockey (1978) Limited.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 22nd day of September, 1980.

  
James E. ARCHDEKIN, Mayor

  
Ralph A. EVERETT, City Clerk

THIS AGREEMENT made in triplicate this 1st day of  
September 1980,

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 agree as follows:

1. The City agrees:

- (1) to hold in reserve for all scheduled regular season and  
playoff 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 every Friday evening from and including September 19, 1980,  
to and including February 6, 1981 and on any other dates  
mutually agreed upon;
- (2) to make available, when possible, the ice surface and  
dressing rooms for practice at Victoria Park Arena;
- (3) to provide tickets and a ticket seller for each  
game;
- (4) to provide the Club with a copy of the arena sales and cash  
report for each game the night of the game;
- (5) to endeavour to pay to the Club the Club's share of the  
gate receipts to the Club within seven working days after  
each game; and
- (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(4);

2. The Club agrees:

- (1) (a) to pay to the City 25% of the gross gate receipts  
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 \$147.00  
for each game, and
  - (c) to pay to the City, \$50.00 per hour prior to 1 October  
1980, and \$49.00 per hour thereafter, for use of the ice  
surface and dressing rooms for team practices;
- (2) (a) that at least 50% of the active players carded with the  
Club on the Ontario Hockey Association's final cut-off  
date shall be residents of the City of Brampton, and
  - (b) that if clause 2(2) (a) is not complied with,
    - (1) to pay to the City 30% of the gross gate receipts for  
the use of the ice surface and dressing rooms for  
games of the Club,
      - (11) to guarantee and pay to the City a minimum of  
\$180.00 for each game, and
      - (111) to pay to the City \$60.00 per hour for use of the  
ice surface and dressing rooms for team practices;

- (3) that only the City shall sell admission tickets at the door;
- (4) 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 the date on which such share is to be paid to the Club;
- (5) to keep and make available to the City for inspection a ledger recording season ticket sales;
- (6) to provide and pay for the following at each game:
  - a) a doorman (ticket taker),
  - b) a timekeeper,
  - c) a first aid attendant,
  - d) referees;
- (7) to be responsible for paying all fees and payments required to be paid for league affiliation or to visiting teams;
- (8) to ensure that their team and all visiting teams shall abide by all by-laws, regulations and rules of the City;
- (9) to provide and pay for police protection and any additional staff when requested to do so by the arena manager;
- (10) 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
- (11) to obtain insurance for all equipment owned by the Club;
- (12) 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) in this agreement, "gross gate receipts" or "gate receipts" for each game shall include:
  - (a) gate receipts actually received,
  - (b) an amount equal to the value of the promotional tickets used, and
  - (c) 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;
- (4) all money collected at the door is to be handled by and to remain in possession of the staff provided by the City;

- (5) the number of tickets sold and the number of season and promotional tickets used at each game shall be recorded on the City cash report sheet and verified by the signature of the arena manager;
- (6) (a) for all games, the City shall receive and be entitled to retain out of the gross gate receipts an amount determined in accordance with clauses 2(1) and 2(2), and  
 (b) subject to any deduction under clause 2(4), the Club shall receive the remainder of the gross gate receipts from each game;
- (7) the term of this agreement shall be from the 1st day of September, 1980 to the 15th day of August 1981;
- (8) 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;
- (9) 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

- (10) 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

*James R. Hill*  
 \_\_\_\_\_  
 Title/Position

THE CORPORATION OF THE CITY OF BRAMPTON

AUTHORIZATION BY-LAW	
NUMBER	259-80
PASSED BY CITY	
COUNCIL ON THE	22ND
DAY OF	SEPTEMBER 1980

APPROVED  
 AS TO FORM  
 LAW DEPT.  
 BRAMPTON  
 DATE 1/6/81

*James E. ...*  
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*R. E. ...*  
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# Canadian General Insurance Company

TORONTO, CANADA

TO: The Corporation of the City of Brampton

RE:

THIS IS TO CERTIFY that Comprehensive General Liability Insurance Policy listed below has been issued by the Company to

Bramalea Hockey (1978) Limited

KIND OF INSURANCE

OPERATIONS COVERED

POLICY NO.

EXPIRY DATE

The sum of \$1,000,000.  
for all damages arising out  
of all bodily injury and  
property damage regardless  
of the number of claims  
arising from one accident  
causing bodily injury or  
event causing property  
damage.

All operations of the  
insured.

18C0287

September 1, 1981

The insurance provided is subject to the Statements, Limitations, Exclusions and Conditions contained in the Policy.

The Company hereby certifies that the above Policy is now in force.

Canadian General Insurance Company

Dated Toronto, Ontario

This 25th day of September 19 80

**CREDIT VALLEY  
INSURANCE AGENCIES LTD.**  
49 QUEEN STREET WEST,  
BRAMPTON, ONTARIO  
L6Y 1L9 Telephone 459-6066

Authorized

PASSED September 22, 1980

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