

**Town of Minto By-Law No. 16-86
Schedule A
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**PUBLIC FACILITIES
LIMITED USE AGREEMENT**

This Agreement is made as of the date of signing on behalf of the Town of Minto.

BETWEEN:

THE CORPORATION OF THE TOWN OF MINTO

**Hereinafter referred to as the “Town”
of the FIRST PART,**

AND

THE MINTO BROOMBALL TOURNAMENT PROMOTERS

**Hereinafter referred to as the “User”
of the SECOND PART.**

WHEREAS:

- A. The Town is the owner and operator of the Palmerston & District Community Centre, Harriston Minto Community Complex, Clifford Arena, Clifford Hall namely its ice surfaces and auditoriums.
- B. The User wishes to use the arena ice surfaces, auditorium spaces and kitchens, for their group activities.
- C. The Town is prepared to allow such use on and subject to the terms and conditions contained in this Agreement from November 1st, 2016 – October 31st, 2019 inclusive.

NOW THEREFORE IN CONSIDERATION OF the terms and conditions contained herein the parties hereto agree as follows:

- 1. **Use Rights.** The User agrees to the following conditions:
 - a. Rent any of the three aforementioned facilities to host four (4) broomball tournaments per year, namely: the O.S.S. Broomball Tournament, the Palmerston League Tournament, the Harriston League Tournament and the Central Western Ontario Broomball Association Tournament (CWOBA).
 - b. Rent any of the aforementioned facilities’ ice surface and auditorium for all of the Users tournaments as stated in 1a.
 - c. Provide all support staff required to properly host an event as per the Municipal Alcohol Policy if requested by Town staff.
 - d. Each rental will be scheduled with the appropriate Recreation Lead Hand at the beginning of each year.

- e. Adherence to the Town of Minto Recreation Department's Ice User Agreement, which is reviewed annually. The Town will provide a copy to the User annually in September.
 - f. Adherence to the Town of Minto's Tournament Concession Policy regarding the sale of food items.
2. **Charges.** The User agrees to the following conditions:
 - a. Pay the Town the most current adult ice rate for each ice surface rental. The adult ice rate will be \$124.00/hour for the 2016-17 ice season, \$126.00/hour for the 2017-18 ice season and \$128.00/hour for the 2018-19 ice season.
 - b. Pay the Town the most current rate for any use of the auditorium, less one hundred dollars per rental. The Town will not charge the User for use of the kitchen during these rentals.
 - c. All amounts are subject to applicable taxes.
3. **Payments Due/Interest on Overdue Payments.** Charges shall be due and payable within thirty (30) days following each monthly invoice and unpaid charges thereafter shall bear interest at the rate of two percent (2%) per month or twenty-four percent (24%) per annum compounded annually.
4. **Parking and Access.** The User and attendees may use the facilities' available unrestricted parking areas and the Town shall provide access to and from the auditorium during those times.
5. **No Town Sponsorship/Responsibility.** The User acknowledges and shall inform its members using the service that the Town is not a sponsor of or otherwise responsible for the User's activities and is just providing space for the User to conduct its activities basis.
6. **Housekeeping.** The User shall not be responsible for janitorial services for the auditorium either before or after each rental.
7. **No Town Responsibility.** The Town assumes no responsibility for damage by theft or otherwise to belongings of the User or the User's attendees except to the extent caused by the negligence of the Town or any persons for whom the Town is responsible.
8. **Insurance.** The User should while this Agreement is in effect maintain in force at their own expense insurance coverage with respect to their use and occupation of the aforementioned facilities and should provide the Town with certificates or similar verification to the Town of a policy or policies of an insurance company or companies for insurance against loss by such insurable hazards as the Town may from time to time reasonably request but at least that as would be carried by a prudent operator of similar classes and activities, and liability insurance for bodily injury, death or property damage

up to \$2,000,000.00, and every such policy or policies of insurance shall provide cross-liability coverage.

9. **Termination by the Town.** Despite the provisions in paragraph 3 for interest on overdue charges the Town may terminate this Agreement for non-payment of charges that are due and payable or for the breach of any other term of this Agreement by the User. Further, the Town may terminate this Agreement in full or in part if any safety or health matter of reasonable concern to the Town arises in relation to the use of either of the facilities or any part of either of them.
10. **Not Assignable.** This Agreement shall not be assigned or transferred by the User to any other person, business or corporation whatsoever.
11. **No Registration.** The User shall not register this Agreement or Notice of this Agreement on the title to the facilities or either of them.
12. **Freedom of Information.** The Town discloses and the User acknowledges that information provided through this agreement process has been and is collected under the authority of the *Municipal Freedom of Information and Protection of Privacy Act* of Ontario and that it may be released voluntarily or its release may be compelled under that Act.
13. **Licensed Events.** The Town agrees to the following conditions:
 - a. Provide the User a 20% gross revenue share for all liquor related functions based on total bar tickets sold per event.
 - b. Provide the User a 25% grant for all liquor related functions based on the total bar tickets sold per event.
 - c. Provide one bar staff to work and supervise each liquor related function.
 - d. Provide the User with a cashier report at the end of each liquor related event showing both the 20% gross revenue share and 25% grant.
14. **Licensed Events.** The User agrees to the following conditions:
 - a. Adhere to all provisions of the rental agreement.
 - b. Adhere to all applicable municipal policies, including the Town of Minto's Municipal Alcohol Policy and other related legislation.
15. **Carryover.** In the event that the User continues to use the aforementioned facilities after the expiration of the stated term of this Agreement without a renewal agreement or a new agreement, then the terms of this Agreement shall continue to apply with the necessary changes to accommodate the circumstances.

16. **Notice to User.** Any notice that the Town determines to give to the User regarding this Agreement may be given in writing by personal delivery to the User or by prepaid registered post sent to the User's last mailing address known to the Town.

SIGNED BY THE USER this 1st day of November, 2016.

MINTO BROOMBALL TOURNAMENT PROMOTERS

Per: _____
Christine Lenselink - CWOBA

I have the authority to sign on behalf of the User.

Per: _____
Nicole Lenselink – O.S.S. Broomball Team

I have the authority to sign on behalf of the User.

Per: _____
Ed Meulenbelt - Harriston Broomball League

I have the authority to sign on behalf of the User.

Per: _____
Rick Lenselink - Palmerston Broomball League

I have the authority to sign on behalf of the User.

SIGNED BY THE TOWN this 1st day of November, 2016.

THE CORPORATION OF THE TOWN OF MINTO

Per: _____
Mayor George A. Bridge

Per: _____
C.A.O. Clerk Bill White

We have authority to bind the corporation.