

RECREATION

Chapter 580 CIVIC CENTRE - RENTALS

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Article 1

AUTHORITY - MANAGER - ASSISTANT

580.1.1 Direct - execute

The Manager of the Brantford & District Civic Centre, and in his/her absence, the Assistant to the Manager, are hereby authorized and directed to execute and enters into on behalf of the Corporation any and all agreements referred to in Section 580.2.1 of this Chapter for the rental of the facilities of the Brantford & District Civic Centre as may be required for the efficient operation of the said Civic Centre and at the rental rates approved by resolution of the Council of the Corporation of the City of Brantford, from time to time.

Article 2
FORMS OF AGREEMENT - APPROVED

580.2.1 Schedule - rental - minor changes

The forms of agreement, as set out in Schedules A(1), (2), (3), (4), and (5) are hereby approved and authorized for the rental of the Brantford and District Civic Centre with all minor changes and additions as the Manager of the Brantford and District Civic Centre may deem necessary for any particular rental agreement. By-law 143-80, 11 August, 1980.

Schedule 'A-1'
BRANTFORD & DISTRICT CIVIC CENTRE
ICE RENTAL AGREEMENT

LESSEE _____ GROUP _____

ADDRESS _____ PHONE _____
Home Business

DAY _____ TIME _____ RENTAL RATE _____

STARTING DATE _____ FINISHING DATE _____ with
the exception of _____ and any other dates as
may be required for major events.

This will confirm your ice time booking for the _____ season
subject to the following conditions:

1. All rentals are based on a "50 minute" hour.
2. The Lessee will pay for ice time by cash at time of rental. Upon failure to do so, the lessee will be required to prepay all future ice time. Deposit of \$1.00 or car keys on dressing room key will be required in advance. No admission fee shall be charged unless particulars of such fee are mutually agreed upon by Lessor and Lessee.
3. No one will be allowed on the ice area during: (a) flooding or scraping; (b) until such time as goals have been replaced, attendant is off the ice and gates closed; (c) at any other time upon request of lessor or management.
4. The Lessee is responsible for the disciplining of its club or group. The Lessee will not do or permit to be done, any act which shall or be a nuisance, annoyance, inconvenience or damage to the Lessor, or its members and other persons lawfully using the premises.
5. Dressing rooms must be vacated within 30 minutes of the ice rental.
6. No one will be allowed to change, wear or adjust skates in the seating area.
7. The Lessee will advise his/her club or group that persons parking in posted areas will be ticketed under City of Brantford By-law 164-76 (\$10.00).
8. The Lessor will not be held responsible for any failure in supplying ice due to circumstances beyond its control.
9. The Lessor will not be responsible for any personal injury arising from any cause whatsoever which shall be sustained by the Lessee or any pupil,

player, spectator or other person who may be upon the said premises or in the building or entrance or appurtenances thereto: all risks of such injury being assumed by the Lessee, who shall hold the lessor harmless and indemnified therefrom.

10. Alcoholic beverages of any kind are not allowed on the said premises or in the said building or the entrance or appurtenances thereto.

11. The Lessor and its management reserve the right and authority to: (a) enforce the above regulations and refuse admission to any person or group of persons on any ground whatsoever; (b) refuse the privilege of returning to the arena at any time to any such person or group of persons without prejudice to the right of the Lessor to the rent secured under this Agreement.

12. This agreement is not transferable.

BRANTFORD & DISTRICT CIVIC CENTRE _____

LESSEE _____

Schedule 'A-2'
BRANTFORD & DISTRICT CIVIC CENTRE
AUDITORIUM RENTAL AGREEMENT

DATE

We are pleased to confirm the date(s) of _____ for use of Civic Centre Auditorium covering event

Lessee name: _____

Address: _____

City and Province: _____

Postal Code: _____

Organization: _____

Time: _____ Set up: _____

Stage: _____ P.A.: _____

Kitchen: _____ Caterer: _____

Tickets: _____ Bar tickets: _____

Checkroom: _____ Staff: _____

Rental: _____

Deposit: _____

Notes: _____

Lessee to furnish at their own expense the complete personnel, production and presentation of (event) _____ as well as publicity, advertising, stage setting, stage hands, spotlights and spotlight operators, plus all transportation and incidental details for the staging or production of this event.

Civic Centre reserves all rights to advertising, concessions, checking and programme sales in said Civic Centre.

Lessee agrees to pay all applicable fees and/or applicable Federal and Provincial taxes.

Lessee undertakes, covenants and agrees to repair and restore the said Civic Centre premises after use thereof to the condition in which same stood before their occupancy. In addition the Lessee agrees to reimburse the Civic Centre for any and all loss of equipment and/or damages caused to the building grounds, chattels, fixtures, or equipment of the Civic Centre caused by the Lessee, its, his, her or their agents, servants or workmen

or any spectators or other persons using premises as a result of occupancy and/or use of same by Lessee.

Lessee agrees to have auditorium vacated of all persons one-half hour after event and to check equipment with maintenance personnel on duty before leaving. Any overtime incurred by maintenance staff will be charged to Lessee at Civic Centre cost. The *Liquor Licence Act* requires that all evidence of service and consumption of liquor must be removed from tables etc. within one-half hour after the sale and service of liquor ceases. Advertising for any event where liquor is being provided must be approved by the Liquor Licence Board and the Civic Centre.

All music must be provided by members of a Musicians Union.

Open flames shall not be permitted for any purpose within the confines of this building unless approved in accordance with the Ontario Fire Code.

Devices including any combustible or explosive composition, or any substance, or combination of substances or article, prepared for the sole purpose of producing an audible effect by combustion, explosion or detonation or any pyrotechnic device producing quantities or effects of light sound or smoke by the combustion of explosive or flammable composition and includes fireworks as defined in the *Canada Explosives Act* shall not be discharged within the confines of this building.

Lessee shall insure the Corporation of the City of Brantford under a standard public liability insurance policy in an amount and with provisions satisfactory to the Corporation of the City of Brantford against any claim for loss, injury or damage suffered by any spectator or any person as a result of the use and occupancy of the said premises by the Lessee and the said Lessee hereby undertakes, covenants and agrees to protect and save harmless the said Corporation of the City of Brantford from any and all claims for loss, injury or damage from any cause whatsoever incurred during or as a result of the use and occupancy of the said premises by the Lessee. Liability insurance of \$1,000,000.00 is required naming the Corporation of the City of Brantford as co-insured. A copy of the insurance policy shall be delivered to the Civic Centre office thirty days prior to event.

Civic Centre will assume no liability for damages or loss of revenue through strikes, lockouts, work stoppages, mechanical failures or any act of God resulting in the cancellation of any event.

Lessee

Brantford & District Civic Centre

Schedule 'A-3'
NO RESERVATIONS ACCEPTED UNTIL CONTRACT
SIGNED BRANTFORD & DISTRICT CIVIC CENTRE

AGREEMENT entered into this _____ day of _____ 19__
--.

BETWEEN:

THE BRANTFORD & DISTRICT CIVIC CENTRE

Party of the first part

and

Name:

Street:

City and Province:

Postal Code:

Organization:

Party of the second part

The party of the second part undertakes and agrees to present in the Brantford & District Civic Centre Arena [1] and Auditorium [2] on Date

19 __ __ from (time) _____ until (time) _____ the following:

(Event)

The party of the first part agrees to furnish the Brantford & District Civic Centre Arena [3] and Auditorium [4] lighted and heated, with tickets [5], ticket sellers [6], ticket takers [7], doormen [8], ushers [9], police [10], parking attendants [11], P.A. operator [12], cruisers [13], as well as public address and sound system. This does not include reserved seat plan and cost of tickets, advertising or special set-up.

The party of the second part will furnish at its own expense the complete personnel, production and presentation of (Event) _____ featuring (Feature) _____ as well as publicity, advertising, stage setting, stage hands, spotlights and spotlight operators, plus all transportation and incidental details for the staging or production of this event. It is agreed and understood that the party of the first part shall have all rights to advertising, concessions, checking and programme sales in said Civic Centre.

The party of the first part shall have supervision of all ticket sales, while the party of the second part shall have the right to check all Box Office Statements for said event. (Applicable) _____.

The party of the first part shall furnish the party of the second part with a daily Box Office Statement, split or expense sheets and a cheque or cash for amount due to the party of the second part or agents after the close of each performance if requested.

(Applicable)

The party of the first part agrees to pay the party of the second part prct.% of the gate receipts after deduction of Retail Sales Tax [14], Income Tax [15], C.A.P.A.C. fees [16], P.R.O. fees [17], casual labour [18], set-up and tear down [19], tickets [20], advertising [21], union dues [22], or other applicable Federal or Provincial taxes.

(Applicable)

The party of the second part in consideration undertakes, covenants and agrees to pay for the use/or occupancy of the premises at the hereby leased rental of Arena [23], and Auditorium [24]

Rental

together with all costs, disbursements, and expenses incurred by them or on their behalf in relation to the use of the said premises. Deposit of \$ ___ required by (Deposit date) _____ 19 ____.

The party of the second part however, undertakes, covenants and agrees with the party of the first part to restore and repair the said premises, after use thereof by the party of the second part, to the condition in which the same stood before occupancy and/or use by the said party of the second part. And, in addition, the said party of the second part undertakes, covenants and agrees to reimburse the party of the first part for any and all damages caused to the building, grounds, chattels, fixtures or equipment of the party of the first part, caused by the party of the second part, its, his, her or their agents, servants or workmen or by any spectators or other persons using the said premises as a result of the occupancy and/or use of the same by the party of the second part.

The party of the second part shall insure the party of the first part under a standard public liability insurance policy in an amount and with provisions satisfactory to the party of the first part against any claim for loss, injury or damage suffered by any spectator or any person as a result of the use and occupancy of the said premises by the party of the second part and the said party of the second part hereby undertakes, covenants and agrees to protect and save harmless the said party of the first part from any and all claims for loss, injury or damage from any cause whatsoever incurred during, or as a result of the use and occupancy of the said premises by the party of the second part. Liability insurance of \$1,000,000.00 required naming the Corporation of the City of Brantford as co-insured. A copy of the insurance policy shall be delivered to the Civic Centre office ten days prior to event.

Open flames shall not be permitted for any purpose within the confines of this building unless approved in accordance with the Ontario Fire Code. Devices including any combustible or explosive composition, or any substance or combination of substances or article, prepared for the sole purpose of producing an audible effect by combustion, explosion or detonation or any pyrotechnic device producing quantities or effects of light, sound or smoke by the combustion of explosive or flammable composition and includes fireworks as defined in the *Canada Explosives Act* shall not be discharged within the confines of this building.

The party of the first part will assume no liability for damages or loss of revenue through strikes, lockouts, work stoppages, mechanical failures or any act of God resulting in the cancellation of any events.

IN WITNESS WHEREOF the parties hereto have signed.

BRANTFORD & DISTRICT CIVIC CENTRE
Party of the first part

Manager

Organization
Party of the second part

Person

Schedule 'A-4'
BRANTFORD & DISTRICT CIVIC CENTRE
FLOOR RENTAL AGREEMENT

LESSEE: _____ GROUP

ADDRESS _____ PHONE _____
(Home) (Business)

DAY _____ TIME _____ RENTAL RATE _____

STARTING DATE _____ FINISHING DATE _____ with
the exception of _____ and any other dates as may be re-
quired for major events.

This will confirm your floor time booking for the _____ season
subject to the following conditions:

1. All rentals are based on a "50 minute" hour.
2. The Lessee will pay for floor time by cash at time of rental. Upon failure to do so, the Lessee will be required to prepay all future floor time. Deposit of \$1.00 or car keys on dressing room key will be required in advance. No admission fee shall be charged unless particulars of such fee are mutually agreed upon by Lessor and Lessee.
3. The Lessee is responsible for the discipline of its club or group. The Lessee will not do or permit to be done, any act which shall or may be a nuisance, annoyance, inconvenience or damage to the lessor, or its members and other persons lawfully using the premises.
4. Dressing rooms must be vacated within 30 minutes of the floor rental.
5. The Lessee will advise his/her club or group that any persons parking in posted areas will be ticketed under City of Brantford By-law 164-76 (\$10.00).
6. The Lessor will not be held responsible for any failure in supplying floor time due to circumstances beyond its control.
7. The Lessor will not be responsible for any personal injury arising from any cause whatsoever which shall be sustained by the Lessee or any pupil, player, spectator or other person who may be upon the said premises or in the building or entrance or appurtenances thereto: all risks of such injury being assumed by the Lessee, who shall hold the Lessor harmless and indemnified therefrom.
8. Alcoholic beverages of any kind are not allowed on the said premises or in the said building or the entrance or appurtenances thereto.

9. The Lessor and its management reserve the right and authority to: (a) enforce the above regulations and refuse admission to any person or group of persons on any ground whatsoever; (b) refuse the privilege of returning to the arena at any time to any such person or group of persons' without prejudice to the right of the Lessor to the rent secured under this agreement.

10. This agreement is not transferable.

BRANTFORD & DISTRICT CIVIC CENTRE _____ LES-
SEE _____

Schedule 'A-5'
AGREEMENT
BRANTFORD AND DISTRICT CIVIC CENTRE
BRANTFORD INTER-FACTORY HOCKEY LEAGUE

AGREEMENT dated this _____ day of _____ 19___.
between

THE BRANTFORD AND DISTRICT CIVIC CENTRE
AND/or its agents

and

THE BRANTFORD INTER FACTORY HOCKEY LEAGUE
AND/or its agents or representatives

covering use of certain facilities as hereto outlined at the Brantford and District Civic Centre for the purpose of playing hockey games of the Inter Factory Hockey League.

Under this agreement the Brantford and District Civic Centre agree to supply:

- (1) Ice time on Sundays between the hours of 11:00 a.m. and 1:00 p.m. except January 27, 1980, February 10, 1980 and February 17, 1980, at which time hours shall be 10:30 a.m. till 12:30 p.m. Dates not available November 4, 1979, November 11, 1979 and December 2, 1979 and subject to booking or commitments of major events at a future date, at a cost of \$53.00 per hour.
- (2) From September 23, 1979 to March 16, 1980.
- (3) Use of available dressing rooms.
- (4) Use of referees room.

Under this agreement the Brantford Inter Factory Hockey League agree to:

- (1) Pay all operating costs of the league.

- (2) Supply all personnel required for each game.
- (3) Keep dressing rooms in a clean and orderly manner.
- (4) Vacate all dressing rooms no later than one half hour after games or earlier at the request of the Brantford and District Civic Centre staff.
- (5) Supervise all games and practices.
- (6) Keep all spectators on the south side of the arena.
- (7) Be responsible for any loss or damage of property and/or equipment of the Brantford and District Civic Centre during all scheduled games and/or practices.
- (8) No one will be allowed on the ice area:
 - (a) During the operation of the Ice Surfacing Machine.
 - (b) Until such time as the goals have been replaced, the attendant is off the ice and the gates closed.
- (9) The lessee is responsible for the discipline of its club or group. The Lessee will not do, or permit to be done, any act which shall or may be a nuisance, annoyance, inconvenience, or damage to the Lessor, or its members and other persons lawfully using the premises.
- (10) Enforce all rules and regulations of the Brantford and District Civic Centre.

Note:

- (a) No alcoholic beverages of any kind will be allowed on the premises of the Brantford and District Civic Centre. Violation of this rule could result in the cancellation of all privileges or suspension of any team. The Inter Factory Hockey League executive will make known to all members or players the results of violation of this rule.
- (b) The Inter-Factory Hockey League will advise all executive, members, spectators, etc. that there shall be no parking in restricted areas at the Brantford and District Civic Centre at any time. Cars will be ticketed under City of Brantford By-law 164-76 (\$10.00).
- (c) The Brantford and District Civic Centre will assume no liability for damages or loss of revenue through strikes, lockouts, work stoppages, mechanical failures or any act of God resulting in the cancellation of any event.

BRANTFORD AND DISTRICT CIVIC CENTRE

MANAGER

BRANTFORD INTER FACTORY HOCKEY LEAGUE

PRESIDENT