The Corporation of the Town of South Bruce Peninsula

By-Law Number 70-2017

Being a By-Law to Authorize the Mayor and Clerk
to Sign a Facility Use Contract with the GMHL
Hockey Franchise Wiarton Schooners

 Whereas Section 8 of the Municipal Act, 2001, c.25, as amended, provides that Section 8 shall be interpreted broadly so as to confer broad authority on the municipality to enable the Municipality to govern its affairs as it considers appropriate and to enhance the municipality’s ability to respond to municipal issues;

 And whereas Section 9 of the Municipal Act, 2001, c.25; as amended, provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority under this or any other Act;

 And whereas the Town of South Bruce Peninsula is desirous of entering into an agreement with the GMHL Hockey Franchise Wiarton Schooners for the use of the Wiarton Arena and Community Centre.

 Now therefore the Council of the Corporation of the Town of South Bruce Peninsula enacts as follows:

 1. That the Mayor and Clerk be authorized to enter into an agreement with the GMHL Hockey Franchise Wiarton Schooners for the use of the Wiarton Arena and Community Centre.

 2. That the agreement shall be attached hereto and form part of this by-law.

 Read a first and second time this 18th day of July, 2017.

 Mayor

 Clerk

 Read a third time and finally passed this 18th day of July, 2017.

 Mayor

 Clerk
Contract Agreement

Between

John and Beth Dyer o/a Wiarton Schooners,
The Greater Metro Hockey League (GMHL) Hockey Franchise
hereinafter referred to as the "Wiarton Schooners"

And

The Town of South Bruce Peninsula,
herein referred to as the "Town"

Whereas the Town deems it to be in their best interest to enter into a contract agreement with the Wiarton Schooners for use of the Wiarton Arena and Community Centre.

Now therefore in consideration of the promises and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as contained herein.

1. Definitions

1.1. Town means the Corporation of the Town of South Bruce Peninsula and is interchangeable with the term ‘municipality’.

1.2. The Town owns and operates the Wiarton Arena and Community Centre at 531 Scott Street, Wiarton, Ontario.

1.3. The Greater Metro Hockey League (GMHL) operates franchise teams in the Greater Toronto Area, Central Ontario, Northeastern Ontario and Quebec.

1.4. The GMHL Wiarton Schooners franchise is a member of the GMHL League, and privately owned and operated by John and Beth Dyer.

1.5. The GMHL Wiarton Schooners franchise wishes to operate the Junior ‘A’ franchise team in the Town of South Bruce Peninsula playing out of the Wiarton Arena and Community Centre for the period of time and for the purposes all as hereinafter set forth.

2. Term of Contract

2.1. The term of the contract shall be for a period of three (3) calendar years, commencing on September 1, 2017 and ending August 31, 2020, with an option to renew for an additional three (3) year term, provided the Wiarton Schooners are in
good financial standing with the Town and there are no extenuating issues or circumstances for cause.

2.2. The Wiarton Schooners home ice hockey season of play at the Wiarton Arena and Community Centre shall commence October 1\textsuperscript{st} and shall end on/or before March 31\textsuperscript{st} annually.

3. Use of Facilities

3.1. The Wiarton Schooners shall be allocated and provided ice time to be used for team games, practices and ice training activities per the following schedule:

<table>
<thead>
<tr>
<th>Games</th>
<th>Saturday 7:30 p.m. to 10:30 p.m.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Practices</td>
<td>Monday to Thursday 4:00 p.m. to 6:00 p.m.</td>
</tr>
<tr>
<td>Alternate game times</td>
<td>Friday 7:00 p.m. to 10:00 p.m. or Friday 8:30 p.m. to 11:30 p.m. or Sunday 3:00 p.m. to 6:00 p.m.</td>
</tr>
<tr>
<td>Alternate practice time</td>
<td>Saturday 9:00 a.m. to 11:00 a.m.</td>
</tr>
</tbody>
</table>

Wiarton Schooners Home Game Nights shall be scheduled on Saturday evenings from the hours of 7:30 p.m. to 10:30 p.m.

Friday evening (7:00 p.m. to 10:00 p.m. or 8:30 p.m. to 11:30 p.m.) and Sunday afternoon (3:00 p.m. to 6:00 p.m.) are available for alternate games and/or alternate practice times should Wiarton Schooners schedule require. The Town shall make every effort to accommodate weekend ice time requests but shall be subject to prior tournament and special event pre-bookings.

3.2. Use of any municipally-owned audio equipment will be available to Wiarton Schooners executive on all home game nights to announce said games only.

3.3. The Wiarton Schooners shall be allocated:

3.3.1. Use of Change Room #5 during the designated hockey seasons (October 1\textsuperscript{st} to March 31\textsuperscript{st}).

3.3.2. Use of storage room adjacent to Change Room #5 to be used as Team Office during the designated hockey seasons (October 1\textsuperscript{st} to March 31\textsuperscript{st}).

3.3.3. Use of Change Room shall be dedicated but not guaranteed to be exclusive. The Town may allow access to Change Room #5 if so required to accommodate arena bookings. A minimum of seven days' notice shall be provided to Wiarton Schooners if this becomes necessary.
4. **Leasehold Improvements to Facilities**

Proposed leasehold improvements shall be considered based on submitted written proposals by Wiarton Schooners and are subject to approval by the Town and applicable permits prior to proceeding with said leasehold improvements. All cost for leasehold improvements shall be borne exclusively by the Wiarton Schooners.

5. **Applicable Rental Fees and Charges Structure**

5.1. The rental rates and fees for applicable ice time usage shall be based on the current, agreed ice time usage schedule and rental rates as established through Town’s Fees By-Law as may be amended from time to time at Council’s discretion. The only exception is the afternoon weekday practice sessions from 4:00 p.m. to 6:00 p.m. shall be billed at the non-prime ice time rate. The attached Appendix ‘A’, an excerpt from By-Law 112-2016, outlines the 2017 fees for ice time for the Wiarton Arena and Community Centre. The fees are subject to increase each year.

5.2. The Town will invoice the Wiarton Schooners on a monthly basis for ice time usage. Based on ice rental contract the first payment for October 2017 ice time shall become due 15 days after the end of the month. Payments are expected monthly thereafter payable 15 days after the end of the month.

5.3. All scheduled ice booking times following the official end of season (either through defeat or victory) shall be cancelled with no additional charges or penalties to the Wiarton Schooners Franchise.

5.4. The Wiarton Schooner will provide the Town with a security deposit, in the form of a certified cheque in the amount of five thousand dollars ($5,000.00). The security deposit shall be applied towards any outstanding amounts owing to the Town with any remaining amount to be refunded to the Wiarton Schooners at the end of the contract.

5.5. The Wiarton Schooners will set up a debit account with the Town in the amount of five thousand dollars ($5,000.00) upon signed from which future invoices will be deducted.

6. **Team Identification Signage**

6.1. The Wiarton Schooners Franchise logo may be displayed on the exterior of the Wiarton Arena and Community Centre as: “Home of the Wiarton Schooners”. Cost to produce signage shall be borne by the Wiarton Schooners.
6.2. The Wiarton Schooners Franchise logo may also be displayed on the interior of the Wiarton Arena and Community Centre, Change Room #5 door. Cost to produce signage shall be borne by the Wiarton Schooners.

6.3. The Wiarton Schooners Franchise logo may be incorporated as an in-ice logo displayed on the ice for the season of play. Wiarton Schooners will supply in-ice logo to the Town two (2) weeks prior to arena ice production.

6.4. Cost to produce in-ice logo shall be borne by the Wiarton Schooners. The Town will be responsible for the installation as part of the ice making process (time sensitive).

6.5. Non-permanent Wiarton Schooners logo with slogan(s) may be temporarily displayed on the interior of the Wiarton Arena and Community Centre lobby and/or rink area during actual home game times.

6.6. The size, appearance and installation of all logos, signage and/or non-permanent, temporary logos and slogans must be approved by the Town and in compliance with applicable municipal sign bylaw and/or guidelines.

7. Marketing and Promotion of Team

7.1. All marketing and promotion of the Wiarton Schooners and activities shall be the sole responsibility of the Wiarton Schooners.

7.2. Wall space adjacent to the Wiarton Schooners Team Room shall be made available by the Town for the Wiarton Schooners Franchise to erect a bulletin board to promote team standings, events and special promotions. The size, appearance and installation of the bulletin board must be approved by the Town and in compliance with applicable municipal facility guidelines.

8. Insurance

As a condition of this facility rental contract, Wiarton Schooners will maintain in force throughout the term of the contract comprehensive general public liability insurance in an amount not less than five million ($5,000,000.00) dollars, including bodily injury, death and property damage, on an occurrence basis against claims for personal injury, death or property damage suffered by others arising with respect to the use of the Wiarton Arena and Community Centre and Wiarton Schooners use and occupation thereof, listing the Town as third (3rd) party insured on said policy, indemnifying and protecting the Town, Wiarton Schooners and their respective agents, representatives, employees and/or affiliates.

A copy of the policy and/or certificate of clearance thereof must be provided to the Town.
9. **Indemnification**  

Wiarton Schooners agrees that the general terms and conditions of all facility rental contracts attached as Appendix ‘B’ form part of this rental contract.

10. **Termination of Contract**

10.1. Upon expiration of the term of the contract, the Wiarton Schooners shall remove all or any part of the improvements as may be required by the Town and shall make good any damage caused by reason of the installation and removal of such improvements.

10.2. On the expiration of the contract all improvements made, constructed, erected or installed in the arena and not required by the Town to be removed shall be deemed to have become the property of the Town.

10.3. Wiarton Schooners and/or at the request of the Town shall, remove from the arena all its moveable trade fixtures not affixed to the arena. On expiration of the term of contract, all such moveable trade fixtures, furniture and equipment not so removed shall be deemed to have become the property of the Town.

11. **Cancellation**

11.1. Violation of any of the terms of this agreement shall render this contract null and void.

11.2. This contract shall remain in effect for the period stated in Section 11 unless declared null and void as in subsection 11.1.

11.3. No notice of termination shall be accepted by either party unless served one party to the other in written or typed form.

11.4. Notwithstanding any of the above statements, either party (John or Beth Dyer, o/a Wiarton Schooners or the Town) may terminate this agreement for no reason or cause upon providing sixty (60) days written notification to the other party.

In witness whereof the parties hereto have set their hands and seals.

**Wiarton Schooners**

John Dyer Date

Beth Dyer Date

**Town of South Bruce Peninsula**

Janice Jackson, Mayor Date

Angela Cathrae, Clerk Date

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Appendix ‘A’

Excerpt from By-Law 112-2016 - Municipal Fees and Charges (subject to periodic review)

Wiarton Arena & Community Centre

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
<th>HST</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ice Rental -preferred, per hour</td>
<td>121.86</td>
<td>15.84</td>
<td>137.70</td>
</tr>
<tr>
<td>-Monday to Friday 4pm-11pm</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-Saturday and Sunday all hours</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ice Rental -non preferred, per hour</td>
<td>81.24</td>
<td>10.56</td>
<td>91.80</td>
</tr>
<tr>
<td>-Monday to Friday 8am-4pm</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Appendix ‘B’

Town of South Bruce Peninsula
P.O. Box 310, 315 George Street, Wiarton, ON N0H 2T0
Phone (519) 534-1400 Fax (519) 534-4976

Ice Rental Contract
Wiarton Arena, 531 Scott Street, Wiarton ON N0H 2T0, 519-534-2891

Date(s) of Event:________________________________________
Start Time:__________________________________________ End Time:________________________________________
Type of Function:______________________________________ Permit # (attached):____________________________
Team/Group:________________________________________ Contact Person:___________________________________
Mailing Address:____________________________________________________________________________________
City:_____________________________________ Postal Code:_______________________________________________
Home Phone:_____________________________________ Work Phone:_______________________________________
Cell Phone:_____________________________________ Fax:_________________________________________________
Email:_____________________________________________________________________________________________

The Renter hereby agrees to the conditions listed below:

__________________________________________  Signature of Renter  __________________________________________
Date                                                                                     Municipal Approval

Terms and Conditions of Contract

1. The length of the rental is indicated on the signed Rental Contract.
2. No smoking is permitted in the facility as per County of Bruce By-Law No. 3938 and Town Policy D.6.1.
3. All exit doors and fire routes must be kept clear and accessible in the case of emergencies.
4. It is the responsibility of the Renter to ensure that the facility capacities posted at the facility are not exceeded at their event. Exceeding the posted capacities could result in the cancellation of the event.
5. The Renter is responsible for leaving the facility, including the kitchen, clean and tidy.
6. A person entering into a contract with the Town of South Bruce Peninsula for rental must be 18 years of age or older, and must be present at the function.
7. Where the building is used for spectator events, it is the Renter’s responsibility to supervise the spectators to insure orderly conduct of all patrons.
8. The Renter agrees to adhere to all pertinent details contained herein.
9. The music/sound room is authorized for use by Wiarton Schooners during scheduled game times.
10. All other requests for P.A. system, National Anthem, scoreboard, etc. are to be
made in advance of the event.
11. The Renter will be required to pay an additional fee regulated by S.O.C.A.N. (Society of Composers, Authors & Music Publishers of Canada) if music is played at your event. A Renter providing proof of a current and valid S.O.C.A.N. license will be exempt from this charge.
12. No person is permitted on the ice during ice resurfacing and may not be on the ice until the engine room doors are closed.
13. The Town of South Bruce Peninsula makes every effort to maintain a top quality ice surface, but accepts no responsibility for mechanical break-downs, weather, etc.
14. Financial liability for cancellation is as follows:
   a) Notice of cancellation received within 3-7 days of event – no charge.
   b) Notice of cancellation received within 0-2 days of event – the full rate will be charged.
   c) There will be no charge imposed for ice time that has been cancelled and/or rescheduled by The Town of South Bruce Peninsula or by an act of God (snowstorm, power outage, equipment failure, etc.).
15. All details for ice bookings are arranged between the Town of South Bruce Peninsula and the Renter. No trading or rescheduling between Renters is permitted.
16. In consideration of special events (play-offs, figure skating test days, carnivals, etc.) every effort will be made by The Town of South Bruce Peninsula to accommodate the needs of the Renters. Users may be asked to cooperate by altering their programs, time requirements, etc.
17. Damage to the arena facilities/equipment will be invoiced to the Renter. It will be the responsibility of the Renter to obtain restitution from any visiting organization/club. Accidental damage will be at the discretion of the municipality.
18. The rental hours, as specified, will be strictly adhered to in an effort to maintain an efficient schedule. Where a user is scheduled to follow a given time period, the finishing time of the earlier rental will be firm regardless of circumstances.
19. The Municipality will invoice the Wiarton Schooners on a monthly basis for ice time usage. Payments are expected monthly thereafter payable 15 days after the end of the month. No person will be permitted on the ice surface if account is in arrears by more than 30 days.
20. The Renter hereby agrees to indemnify and save harmless the Town of South Bruce Peninsula, its servant or agents, against any or all liability, loss, damages, costs and expenses which it may hereafter incur, suffer or be required to pay by reason of the use of Town property by the Renter.
21. Users agree to vacate the dressing rooms and leave them in a tidy condition 30 minutes after rental time. This will be strictly enforced.
22. No intoxicating substance is permitted on the premise except as permitted under the provisions of a special occasion permit. Regulations of the municipal alcohol risk management policy will be strictly enforced.
23. The Renter shall be responsible for the enforcement of the rules and regulations as outlined herein.
24. Dressing room keys are available from the arena office.
25. Refrain from use of cell phones, cameras, etc. in the changing rooms.

*Please note: fees are subject to change without notice*

Facilities Coordinator
Cell 519-374-9490
facilities@bmts.com

Recreation Programmer
519-534-1400 ext. 132
tsbpprogrammer@bmts.com