

The Corporation of the Township of Whitewater Region

By-law Number 19-07-1191

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**A by-law to authorize the execution of a Rental Agreement  
with the CCHL Tier 2 Hockey Club**

**Whereas**, Section 11(3)(5) of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended provides jurisdiction to lower-tier municipalities in the areas of culture, parks, recreation and heritage; and

**Whereas**, Section 9 of the *Municipal Act, 2001, S.O. 2001, c. 25*, as amended states that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and


**Whereas**, Council of the Township of Whitewater Region deems it necessary to enter into a Rental Agreement;

**Now therefore Council of the Corporation of the Township of  
Whitewater Region enacts as follows:**

1. The Mayor and Clerk are authorized to execute the Rental Agreement with the Pembroke Junior "A" Lumber Kings Hockey Club Ltd. on behalf of the Corporation of the Township of Whitewater Region.
2. That the Rental Agreement attached forms part of this by-law.
3. That By-law 17-04-944 is hereby repealed.
4. That this by-law shall come into force and take effect upon passing.

**Read a first, second and third time and finally passed this 17th day  
of July, 2019.**

  
\_\_\_\_\_  
**Michael Moore, Mayor**

  
\_\_\_\_\_  
**Carmen Miller, Clerk**

AGREEMENT BETWEEN  
THE PEMBROKE JUNIOR "A" LUMBER KINGS HOCKEY CLUB LTD. (Team)  
AND  
CORPORATION OF THE TOWNSHIP OF WHITEWATER REGION

**This agreement** is entered between WHITEWATER CCHL TIER 2 HOCKEY CLUB and the Township of Whitewater Region (the "Township") and becomes effective upon the signing of this contract for the 2019-2020 hockey season (one year).

**Whereas**, the Township is the owner of the Cobden Astrolabe Arena (Arena) and

**Whereas** the owner of the CCHL Tier 2 Hockey Team wishes to lease the Arena;

**Therefore**, the parties agree as follows:

- 1) The Team agrees to rent the Arena storage and office space(s) during the 2019-2020 season. This Agreement applies from July 1, 2019 to April 30, 2020.
- 2) Ice rental for each regular season game shall be allotted a three-hour time frame and will be charged at \$155.00 per hour including HST. Post season games shall be allotted at three-and-a-half-hour time span and will be charged at the same rate including HST.
- 3) The team shall be granted 1.5 hours of practice time twice per week at an evening rate of \$137.00 per hour including HST or daytime rate of \$90 per hour. U-18's will be provided a minor hockey prime rate at \$121.20 per hour including HST. No facility preference will be given to the U-18's.
- 4) The team shall be granted storage and office space at the facility at the rate of \$125 per month including HST for twelve months.
- 5) Should the Team not be able to use regular scheduled practice time, the Township shall have the opportunity to book the unused ice time or the Team shall be charged for the unused ice based on the Township's Ice and Facility Allocation Policy.
- 6)
  - a. The Team shall provide, at no cost to the Township, all ticket sellers and ticket takers at the gate, 50/50 ticket sellers, tickets and accounting forms.
  - b. The Arena lobby will be made available to unauthorized ticket sellers at all games.
  - c. The Team shall be responsible for gate control one hour (1) before the game and one (1) hour after the game.
  - d. The Team agrees to not permit tickets or passes to be sold or distributed in excess of the established seating/standing capacity of the facility or parts thereof.
- 7) The Township shall provide to the Team, where possible, one hour of ice time prior to each regular season and playoff game at no extra cost.

- 8) There will be fifteen (15) minutes before periods, allowing for flooding and hardening of the ice surface.
- 9) The team shall provide adequate security and crowd control at their own cost. If extra security is required, it will be the responsibility of the Team, at no cost to the Lessor, and the Lessor will decide whether extra security is needed. The Team will be notified in these instances. The security hired by the Team must meet the requirements of the OPP.
- 10) The following will apply with respect to alcohol sales and consumption:
- a. Other than the licensed area, no alcohol will be permitted or consumed on the premises including but not limited to the dressing rooms, benches, spectator stands, storage unit, office space, parking lot and all other rooms within the facility unless the appropriate permit is secured under the Alcohol and Gaming Commission of Ontario (AGCO) with Township's consent.
  - b. The Township will operate and manage the bar and receive 100% of the profits. The Township will be responsible for the expenditures associated with bar operations.
  - c. Under the discretion of the permit holder (the Township) bar times may be set or altered at any time for the Whitewater CCHL Tier 2 home games. Hours will be posted.
  - d. Sale price of alcoholic beverages will be set by the permit holder.
- 11) The Team will, as a courtesy, permit Legal Officials and News Media Persons, with proper identifications, access to the arena facilities during the games.
- 12) The Team may participate in the Request for Proposal (RFP) process for canteen services.
- 13) Playoffs games will be arranged with as much notice as possible between the Team and Township.
- 14) All tryout and exhibition games for the Team will be invoiced at a rate of \$155.00 per hour including HST.
- 15) The Team will be permitted to rent at the established rate of the Community Hall for fundraising events or awards ceremonies throughout the year as long as it does not interfere with other rentals.
- 16) Any damages that may happen to the facility that may be caused by the Team or any visiting team will be invoiced accordingly. The Team agrees to pay costs of repair or replacement for any and all damages.
- 17) The Team agrees to maintain dressing rooms and other space in a condition equal to that at the commencement date of the agreement, ordinary wear and use thereof only expected.
- 18) If, for any reason, an unforeseen event occurs, including, but not limited to fire, casualty, or other occurrence which renders impossible the fulfillment of any term of this contract, the Team shall have no right to, nor claim for, damages against the Township.

19) The Team shall be allowed to sell advertisements with 100% of proceeds going to the club on the westside of the building (seating area). A maximum of four (4) signs may be displayed.

Further to this, the Township shall permit advertising behind the visitor and home benches under the following circumstances:

- a. A total of twenty four (24) advertising spaces, twelve (12) on the home side and twelve (12) on the visitors side may be sold and will not exceed 36”(h) X 42”(l) per sign
- b. The Team agrees that the signs will be of professional workmanship and appearance, shall supply the signs and maintain a high standard of the appearance on signs displayed in the building. The Township will not be responsible for any damage to a sign as a result of a regular booking in the facility.
- c. The Township will install the wall signs, including the westside of the building along with ice logos at a rate of \$40.00 per sign and charge back the Team for the cost of any rental equipment including but not limited to a lift. The Township will reserve the right and set timelines for the installation of advertising.
- d. Ice logos will be a shared opportunity for advertising space between the Team and Township. The Township reserves the right to limit the amount of ice logos sold along with the layout of ice logos.
- e. Advertising signs will be displayed at all times and for all events during the contract period of this agreement. The exception being special events for which the Team agrees that the advertisement may be required to be covered or temporarily removed.
- f. The Team agrees to assume all responsibility for copy rights, trademarks or other protected materials used in advertising and further agrees to save and hold the Township harmless from any costs or claims arising from copyright violations.
- g. Upon termination of this agreement, the Team will remove all advertising from behind the home and visitors’ benches and the west side of the building and remove all its merchandise, fixtures and other property from the arena and leave the space in good order and condition.

20) The Team shall defend and indemnify the Township from and against all allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgements, costs and expenses which arise out of, relate to or result from any act or omission on the part of the Team with respect to its obligations set out in this Agreement.

21) The Team agrees to obtain and file with the Township proof of insurance in the amount of \$5million covering property damage and/or bodily injury, including death, for any person or persons injured in any one incident. This must be filed by August 31.

22) The Township or Team can terminate this agreement without cause on thirty (30) days’ written notice to all parties to this agreement.

23) Upon termination or expiration of this agreement, the Team shall forthwith remove all its merchandise, fixtures and other property for the premise and leave the space in good order and condition.

**In witness whereof** the undersigned have duly executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2019:

\_\_\_\_\_  
Alex Armstrong, Owner:  
The Pembroke Junior "A" Lumber Kings Hockey Club Ltd.

Michael Moore  
\_\_\_\_\_  
Mayor, Michael Moore  
Township of Whitewater Region

\_\_\_\_\_  
Witness  
Carmen Miller  
\_\_\_\_\_  
Carmen Miller, Clerk  
Township of Whitewater Region