

<p><i>The City of</i> BARRIE</p>	<p>FACILITY USE AGREEMENT LEISURE, TRANSIT & FACILITIES DEPARTMENT 70 Collier Street, Barrie ON L4M 4T5 Tel: 705-739-4220 Fax: 705-739-4238</p>
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EVENT: MEMORIAL CUP 2011, May 20 – 29, 2011

THIS AGREEMENT IS MADE BETWEEN:

THE CORPORATION OF THE CITY OF BARRIE

(Hereinafter called the "City")

OF THE FIRST PART;

- and -

THE BARRIE COLTS JUNIOR HOCKEY CLUB

(Hereinafter called the "Club")

OF THE SECOND PART.

WHEREAS the City is the owner of certain lands and premises in the City of Barrie commonly known as the **Barrie Molson Centre**, hereinafter referred to as the "BMC";

AND WHEREAS the City is the owner of certain lands and premises in the City of Barrie commonly known as the **Southshore Community Centre**;

AND WHEREAS the City is the owner of certain lands and premises in the City of Barrie commonly known as the **Holly Community Centre**;

AND WHEREAS the Club has requested the City to grant to the Club the right to occupy and use the premises subject to the terms hereinafter contained;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants and agreements herein contained and subject to the conditions hereinafter set out, the parties hereto agree as follows:

1 CITY OF BARRIE COUNCIL

1. As authorized by Council through Motion 09-G-400 of General Committee Report No. 38, Section "F", the City of Barrie agrees:
 - a. to support, in principal, the Barrie Colts Junior Hockey Club intention to pursue the 2011 Memorial Cup Bid,
 - b. to endorse, in principal, the general terms and conditions of the request for support from the City of Barrie for the Memorial Cup 2011 Bid,
 - c. to provide financial assistance to the Organizing Committee of the Memorial Cup 2011 to a maximum upset limit of \$187,045.00
2. The Memorial Cup 2011 tournament event is scheduled from May 20 - 29, 2011 inclusive

2 THE CLUB WILL BE GRANTED:

- a. occupancy and exclusive use of the BMC facilities (excluding areas under existing municipal council approved agreements and private box suites) for event set up purposes two (2) days prior to the actual event start date (May 18, 2011), throughout the ten (10) day tournament event (May 20 – 29, 2011), and two (2) days following the tournament completion for clean up (May 31, 2011) at no cost to the Club. Please refer to CLASS rental contract for details and specifics.
- b. use of the City of Barrie – BMC Suite 27 throughout the duration of the event for the purposes of hosting event Canadian Hockey League Dignitaries, VIPs, and Special Guests of the tournament at no cost to the Club. Please refer to CLASS rental contract for details and specifics.
- c. use of the City of Barrie – BMC Lounge throughout the duration of the event for the purposes of hosting event Canadian Hockey League Dignitaries, VIPs, and Special Guests of the tournament at no cost to the Club. Please refer to CLASS rental contract for details and specifics.
- d. Use of BMC south parking lot and west parking lot for Hospitality and VIP services sections throughout the duration of the tournament. Please refer to CLASS rental contract for details and specifics.
- e. full access to all signage within the BMC. This access shall not include the exterior street LED signage.
- f. occupancy and use of the Southshore Community Centre facilities two (2) days prior to the actual event start date for set up purposes (May 18 & 19, 2011); throughout the ten (10) day tournament event (May 20 – 29, 2011) to serve as the headquarters for the Organizing Committee and to host CHL, HHOF and OHL exhibits and displays for fans; and two (2) days following the tournament completion for clean up (May 30 & 31, 2011) at no cost to the Club.. Please refer to CLASS rental contract for details and specifics.
- g. occupancy and use of the Holly Community Centre as a practice facility including one (1) ice pad and four (4) associated dressing room facilities to host team practice dates and times throughout the ten (10) day tournament (May 20 – 29, 2011). Please refer to CLASS rental contract for details and specifics.

3 THE CITY WILL:

- a. have City staff representation on the Event Organizing Committee.
- b. work closely with the Organizing Committee to ensure all logistics are in place to host planned special events throughout the duration of the tournament period.
- c. ensure cleaning services are provided at the BMC, Southshore Community Centre and Holly Community Centre throughout the duration of the tournament period.
- d. coordinate the painting and re-painting of the BMC ice surface prior to and following the tournament event.

THE CITY WILL:

- e. arrange and provide parking security and control at all scheduled tournament games throughout the tournament period.
- f. work closely with the Organizing Committee as a partner and supporter of the Memorial Cup 2011 Tournament.

2 LICENSE

The City hereby grants to the Club the exclusive right to enter upon, occupy, and use the premises designated as the BMC, the Southshore Community Centre from **May 18, 2011 to May 31, 2011** and designated facilities within the Holly Community Centre from **May 18, 2011 to May 31, 2011**.

The Club agrees to use said premises explicitly for the described purpose and intended usage of hosting and operating the Memorial Cup 2011 Tournament

3 FEES

The City hereby agrees to permit The Club the right to occupy and use the described premises for the Memorial Cup 2011 at no cost to The Club.

4 ADDITIONAL CHARGES

The Club shall reimburse the City for any additional surcharges incurred by the City arising out of the use and occupation of the premises by the Club. Said charges shall be subject to applicable Government taxes.

5 PERSONNEL AND EQUIPMENT

- 1. The Club at its own expense shall employ such personnel as it may require to conduct the event, including event security and specialized labour, which personnel shall have reasonable access to the premises for all purposes incidental to conducting the event as may be approved by the Manager of Facilities and respective Facility Supervisors.
- 2. The Club shall provide, install and maintain in the said premises such furnishings and equipment as may be required for the purposes in connection with the event to be conducted pursuant to this agreement, all at the cost and expense of the Club provided that no furnishings or equipment shall be installed until the plans have been approved by the Manager of Facilities and respective Facility Supervisors.
- 3. Pyrotechnics are not permitted in the **Barrie Molson Centre, the Southshore Community Centre or the Holly Community Centre** at any time.

6 SAVE HARMLESS

The Club shall protect, defend, indemnify and save the City harmless from all claims, actions and proceedings including any costs and expenses incurred by the City hereby for loss, damage or bodily injury, including death to any person or persons and property based upon, occasioned by, or attributable to the execution of this agreement or the exercise in any manner of rights arising for claims that arise as a result of Club's acts of sole negligence, if any.

7 INSURANCE

The Club agrees to maintain General Liability Insurance in an amount of at least Five Million Dollars (\$5,000,000.00) and adding the City's name as additionally insured and to provide a certificate of such insurance at least one week prior to the tournament event. The certificate must state the date of the event and when the insurance policy expires.

8 CLAIM

The Club shall not have any claim against the City or any of its officers, employees, servants or agents for accident, detriment, damage or injury to any person or persons or property based upon, occasioned by, or attributable to the execution of this Agreement or the exercise in any manner of rights arising hereunder unless such damage or injury is due as a result of Club's acts of sole negligence, if any.

9 LIABILITY

The Club shall assume full responsibility for all its employees and for all damage to the premises arising out of the Club's sole negligence in connection with, use and occupation of the premises, reasonable wear and tear and damage by fire, lightning and tempest only excepted.

10 ALTERATIONS

The Club agrees that no permanent alterations shall be made to the premises.

11 RULES AND REGULATIONS

The Club shall in all respects, abide by and comply with all applicable laws, rules, regulations and by-laws of the Federal, Provincial or Municipal Government or any other governing body whatsoever and with all local police, health, or fire regulations or by-laws in any manner affecting the premises and the operations of the Club hereunder.

12 FORCE MAJEURE

Whenever and to the extent that the City shall be unable to fulfil or shall be delayed or restricted in fulfilling any material obligation hereunder by any cause beyond its control, including acts of God, or of the public enemy, acts of the government in either its sovereign or contractual capacity, strikes, fires, or floods, the City shall be released from the fulfilment of such obligation during the period it shall be so unable to fulfil or shall be delayed or restricted in fulfilling such obligations.

13 TERMINATION

If the Club should fail to observe or perform any of the material covenants, agreements or material obligations contained in this agreement, the City may upon notification and a reasonable cure period terminate all rights of the Club under this Agreement. All rights of the Club under this Agreement shall be absolutely forfeited.

16 RENTAL DEPOSIT

The Club shall be exempt from paying a non-refundable rental deposit to the City

upon the signing of this agreement.

17 CAPITAL REFURBISHMENT FEE (C.R.F.)

The Club shall be exempt from paying any applicable "Capital Refurbishment Fees"

18 BINDING EFFECT

This Agreement and everything herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs, executors, administrators, successors and assigns.

19 ADVERTISING/PROMOTION

All Event advertising and promotion including television / radio and print, must include the full "Barrie Molson Centre" name, if the Centre's name is used in the advertising. The "Barrie Molson Centre" logo shall not be used without the expressed written permission of the City of Barrie.

IN WITNESS WHEREOF the parties hereto have executed this agreement this 15th day of February, 2010.

THE CORPORATION OF THE CITY OF BARRIE

Per: _____ 

THE BARRIE COLTS JUNIOR HOCKEY CLUB.

Per: _____