

MANAGEMENT AGREEMENT

Dated at Halton Hills this 8<sup>th</sup> day, of May 2014

BETWEEN:

THE CORPORATION OF THE TOWN OF HALTON HILLS  
(hereinafter referred to as the "Town")

and

THE HALTON HILLS TENNIS CLUB  
(hereinafter referred to as "HHTC")

WHEREAS the Town is the registered owner of certain lands and premises known as Gellert Community Park, 10241 Eighth Line, Halton Hills (Georgetown) Halton Hills, roll #07-003-19000 which lands and premises include six (6) tennis courts along with lighting and fencing (the "Gellert Park Tennis Courts") as shown on the sketch attached as Schedule C.

AND WHEREAS HHTC has requested the Town's permission to utilize the Gellert Park Tennis Courts for the purpose of managing and operating a tennis club, including leagues, tournaments and social events for its members and guests and for providing tennis lessons to both club and community members, as well as for the overall promotion and awareness of the sport of tennis.

AND WHEREAS the Town agrees to permit HHTC the non-exclusive use of the Gellert Park Tennis Courts for the purposes, and under the terms and conditions, set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that, in consideration of the fees paid by the HHTC to the Town, and of the mutual covenants herein contained, and subject to the terms and conditions hereinafter set out, the parties agree as follows:

**1.0 TERM**

1.1 The term of this Agreement shall be for a period of two (2) years commencing on the date this Agreement is executed by the Town (the "Initial Term"); provided that, in the event that HHTC is not in default under the terms and conditions of this Agreement, including the terms and conditions set out hereafter, it shall have the option of renewing the Initial Term for a further five (5) years and for subsequent five (5) year terms thereafter at the discretion of the Town. The exercise of each such option to renew shall be conditional upon the following:

- (a) each such option to renew must be exercised by notice in writing made to the Town within sixty (60) days of the expiration of the Initial Term or any subsequent renewal term; and

(b) HHTC must remain constituted as a non-profit corporation operating tennis for the community.

Provided that these conditions have been satisfied, the Town shall not withhold or deny the exercise of any option for a five (5) year renewal. The parties further agree that any renewal of the Initial (or any subsequent) Term shall be under the same terms and conditions set out in this Agreement, except for the fees/ charges (i.e. percentage of hydro and membership costs) payable to the Town, which may be increased by the Town upon delivery to HHTC of notice of such increased rates within 90 days of the expiration of Initial Term or any subsequent renewal term. Provided that it is not in default of complying with any term, provision or condition of this Agreement, during the Initial Term and any renewal term of this Agreement, HHTC shall have the non-exclusive right to use the Gellert Park Tennis Courts and the clubhouse for the purposes described in Schedule 'B' appended hereto, and subject to the restrictions described in Schedule 'A' appended hereto.

1.2 Notwithstanding the Initial Term set out herein, the Town reserves the right to review the terms and condition of this Agreement following the completion of the second applicable tennis season, being the season set out in the Recreation and Park policies at which time the parties acknowledge and agree that amendments to this Agreement may be necessary and the parties agree to act reasonably and in good faith in implementing any such amendments.

## **2.0 TERMINATION**

2.1 This Agreement shall terminate as follows:

(a) at the Town's option prior to the expiry of the Initial Term or any subsequent renewal term set out herein if the Town requires the Gellert Park Tennis Courts for any other municipal purposes, upon the Town providing to the HHTC (1) year prior written notice of termination;

(b) at HHTC's option for any reason, upon HHTC providing to the Town six (6) months' written notice of termination;

(c) at the Town's option upon the Town providing written notice to HHTC at any time if HHTC is in default of any of the terms and conditions of this Agreement or is in default of the payment of any sum of money required to be paid hereunder, and such default continues for more than sixty (60) days after the Town has given written notice to HHTC specifying the term or condition that is in default, or the monies that are to be paid;

## **3.0 COMMUNITY ORGANIZATION REGISTRATION**

3.1 Each year following HHTC's Annual General Meeting, HHTC shall submit to the Town the required documentation for the Community Organization Registration (Municipal Registration Program). This will include providing the required insurance coverage.

## **4.0 FEES AND CHARGES**

4.1 HHTC will pay the Town fifty percent (50 %) of the registration fees received by it from its members, to an annual maximum of \$1,600 plus applicable taxes at the end of each tennis

season during the Initial Term and each renewal term of this Agreement. Club fees shall be indicated with the membership list.

4.2 At the end of each tennis season during the Initial Term and each renewal term of this Agreement, HHTC shall pay the Town 75% of all utility (hydro) costs incurred by the Town respecting the Gellert Park Tennis Courts. HHTC will be responsible for the cost of all telephone, computer and alarm system expenses, including the cost of installation and ongoing service.

4.3 Court usage fees for summer camps will be charged as per Council approved Rates and Service Charges, based on camp registration numbers.

## **5.0 CLUB HOUSE**

5.1 It is understood and agreed that the clubhouse located in Gellert Community Park outside of the fenced Gellert Park Tennis Courts (including contents and deck) is the property of HHTC. HHTC shall have sole responsibility for the payment of all costs and expenses associated with the operation, maintenance and repair of the clubhouse, including (notwithstanding the generality of the foregoing) all required or recommended insurance coverage.

## **6.0 EQUIPMENT**

6.1 The Town will be responsible for the provision of nets, courts, fencing, posts, lights and standards, wind screens and pathways.

## **7.0 CAPITAL REPLACEMENT/REPAIR**

7.1 Capital replacement and repair of nets, windscreens, courts, fence, posts, lighting, light standards and pathways shall be the responsibility of the Town, and will be subject to the approval of Town Council through adoption of a capital budget, with such items being identified in a capital forecast to assist in the determination of future costs.

## **8.0 MAINTENANCE AND REPAIR OBLIGATIONS**

8.1 The Town shall be responsible for all operational repairs and upgrades outside the clubhouse including water, sewage (holding tank) and electricity. The Town will be responsible for annual opening and closing of the Gellert Park Tennis Courts and the related amenities.

## **9.0 ALTERATIONS AND/OR IMPROVEMENTS**

9.1 Notwithstanding Paragraphs 7 and 8 herein, HHTC may be permitted to make alterations and/or repairs to the Gellert Park Tennis Courts provided that HHTC receives prior written approval from the Town. To request such approval, HHTC will complete the Facility/Park Maintenance Repair Form, including an adequate description of the proposed work.

## **10.0 ENTRY BY THE TOWN**

10.1 Each party shall use its best efforts to advise the other party at the earliest possible date in carrying out emergency work necessary to preserve the Gellert Park Tennis Courts; the Town may bring all necessary materials and equipment into the Gellert Park Tennis Courts to complete the necessary work. HHTC acknowledges and agrees that in carrying out such work, the Town shall not be liable to HHTC for any interference with the use and enjoyment of the Gellert Park Tennis Courts, or for any interruption or suspension of the supply of electricity, water or other utilities or services on the Gellert Park Tennis Courts.

## **11.0 INSURANCE**

11.1 HHTC shall at all times, throughout the Term and any Extended Term, at its own cost and expense, take out and keep in full force the following insurance coverage with respect to the Gellert Park Tennis Courts and the clubhouse and its use and occupancy thereof:

a) Commercial General Liability insurance on an occurrence basis for an amount of not less than five million dollars (\$5,000,000.00) and shall include the Town as an Additional Insured with respect to HHTC operations, acts and omissions relating to, and its obligations under, this Agreement. Such policy to include, but not be limited to, bodily injury including death, personal injury; abuse, broad form property damage; blanket contractual liability; owners' and contractors' protective liability; products and completed operations liability, non-owned automobile liability, contingent employers' liability; and, shall include cross liability/severability of interest clauses.

b) Not-For-Profit Directors & Officers liability insurance on a claims-made basis for an amount not less than one million dollars (\$1,000,000.00) with respect to HHTC operations, acts and omissions relating to its obligations under this Agreement.

c) This insurance shall be non-contributing with and shall apply as primary, and not as excess of, any insurance available to the Town.

d) Any other form of insurance as the Town, acting reasonably, may require from time to time for insurance risks against which a prudent HHTC would insure.

e) HHTC shall provide Certificates of Insurance or, if requested by the Town, copies of the insurance policies within ten (10) days of the signing of this Agreement and annually thereafter during the Initial Term and each renewal term of this Agreement.

f) The policies under a) and b) above shall each contain a clause stating that it will not be cancelled or permitted to lapse unless the insurer notifies the Town in writing at least thirty (30) days prior to the effective date of cancellation or expiry.

## **12.0 RISK OF INJURY AND DAMAGE**

12.1 HHTC OPERATIONS AND PROGRAMS. HHTC covenants and agrees to indemnify and save harmless the Town and its employees, members of council, servants, agents and invitees

from all claims, damages, losses, costs or charges whatsoever occasioned to or suffered by or imposed upon the Town either directly or indirectly, arising out of this Agreement or from HHTC's use, occupancy or maintenance of the Gellert Park Tennis Courts and/or the clubhouse herein described or any structure thereon or out of any operation connected therewith or in respect of any accident, damage or injury to any person or property arising as aforesaid, save and except for any claims, damages, losses, costs or charges resulting from the negligent acts, willful misconduct or omissions of the Town.

**12.2 PUBLIC ACCESS FOR RECREATIONAL USE.** The Town covenants and agrees to indemnify and save harmless the HHTC and its employees, servants, agents and invitees from all claims, damages, losses, costs or charges whatsoever occasioned to or suffered by or imposed upon HHTC either directly or indirectly, arising out of this Agreement or from the Town's use, occupancy or maintenance of the Gellert Park Tennis Courts herein described or any structure thereon or out of any operation connected therewith or in respect of any accident, damage or injury to any person or property arising as aforesaid, save and except for any claims, damages, losses, costs or charges resulting from the negligent acts, willful misconduct or omissions of the HHTC. Town use shall be regarded as those times that are open for public recreational use as per Paragraph 15.0.

### **13.0 ACCIDENT AND INCIDENT REPORTS**

13.1 HHTC shall provide the Town's Gellert Community Centre Facility Supervisor with copies of written reports in respect of any accident or incident involving a member, participant, invitee or guest within two (2) business days of the occurrence of the accident or incident.

### **14.0 PERMITTED ACCESS**

14.1 In accordance with the Town's Booking Policy, HHTC shall provide the Recreation & Parks Department with a copy of its proposed season schedule.

14.2 All non-HHTC scheduled uses (e.g. school uses through the existing reciprocal agreement) shall be scheduled through the Town's Recreation and Parks Department.

14.3 In order to avoid scheduling conflicts both the Town and HHTC at the earliest opportunity will submit to the Town's Recreation and Parks Department dates/times of all special events, non-club scheduled events, etc. The date of submission will determine any scheduling conflict.

### **15.0 PUBLIC ACCESS**

15.1 The public shall have access to the Gellert Park Tennis Courts during designated hours as posted and at such times when there are no HHTC members waiting to play during the times allocated to HHTC. Public access hours and tennis court rules shall be clearly posted by the Town.

15.2 HHTC may at its sole discretion increase the times available for public recreational access. HHTC must obtain prior approval in writing from the Town to decrease the amount of time available for the public's recreational use.

## **16.0 COMMUNITY RECREATIONAL TENNIS PROGRAM**

16.1 HHTC assumes the responsibility for the administration and delivery of community recreational tennis programming at Gellert Park Tennis Courts (Georgetown) and Prospect Park (Acton). The recreational tennis program will be open to all residents of the Town, with no obligation to join HHTC.

16.2 The Town will provide guidance and support on issues related to recreational programming, and business planning in the best interest of the community.

16.3 HHTC recreational tennis programs must adhere to the Principles of Healthy Child Development as set out by the HIGH FIVE® Quality Assurance program. For information on the HIGH FIVE® Principles of Healthy Child Development please refer to its website at [www.highfive.org](http://www.highfive.org). The Town will assist in organizing HIGH FIVE® training courses or will advise HHTC of the locations and times that they are being held.

16.4 HHTC shall maintain the highest quality of instruction through staff training, assurance of qualifications, mandatory First Aid Training and criminal record check for all instructors and volunteers.

16.5 The provision of the HHTC recreational tennis program shall be provided in a manner that respects the confidentiality, dignity and independence of all participants.

16.6 All instructors must provide proof of completion of Accessibility for Ontarians with Disabilities Act (A.O.D.A.) training. The Town will assist in organizing these training courses or advise HHTC of the locations and times that they are being held.

16.7 HHTC acknowledges that there is a range of support required for persons with disabilities or special needs to participate in its programs. HHTC shall assess program suitability and support required on an individual basis to create a customized, integrated experience for the participants.

16.8 HHTC is committed to removing financial barriers to create equal access to recreation opportunities for low-income families. A Financial Assistance program is in place to alleviate the total cost or partial cost for a user to access the recreational tennis program. HHTC agrees to pursue partnerships with organizations such as Jumpstart to support subsidy and other options for equal access.

16.9 HHTC, its directors, officers, employees, agents and volunteers shall hold all personal information confidential in accordance with the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*. HHTC shall comply with the requirements of all applicable freedom of information and privacy legislation that may apply to it in collecting, using and disclosing personal information.

## **17.0 SIGNS**

17.1 HHTC agrees that it shall not erect any signs on the Gellert Park Tennis Courts without the prior approval of the Town, and that any such approved sign shall identify the Town as the

owner of Gellert Park Tennis Courts through the display of Town logos in such a manner and size as may be dictated by the Town from time to time. HHTC acknowledges that the Town will be responsible for the posting and maintenance of regulatory signs related to the operation of a public space.


## 18.0 ASSIGNMENT

18.1 HHTC acknowledges and agrees that it has no claim to the use or occupation of the Gellert Park Tennis Courts other than as provided in this Agreement, and covenants and agrees that it shall not grant or assign any right or interest under this Agreement without the prior written approval of the Town.

## 19.0 PARKING

19.1 The parties acknowledge that adjacent vehicular parking is for use of all Gellert Community Park and Community Centre users.

TOWN OF HALTON HILLS

*al*  
Per:   
Director of Recreation and Parks  
I have the authority to bind the Corporation.

HALTON HILLS TENNIS CLUB

Per:   
\_\_\_\_\_

President  
I have authority to bind the Corporation.

**Schedule A**  
**Regulated Activities**

For greater clarity, the HHTC will not, and will not permit anyone on the Gellert Park Tennis Courts or in the clubhouse to, use the said premises for any of the following prohibited activities:

- (a) the sale or supply of any service which in the opinion of the Town would:
  - (i) diminish the reputation or character of Gellert Park;
  - (ii) constitute unethical, deceptive or fraudulent advertising or selling practices; or
  - (iii) be considered a nuisance by the Town;
  
- (b) the retail sale of food, food products or prepared food products to the general public, unless otherwise approved by the Town;
  
- (c) the retail sale of alcoholic beverages to the general public unless otherwise authorized by the Town and its policies;
  
- (d) any unlawful purpose, including but not limited to any use or purpose not permitted under any Town By-laws or policies; and
  
- (e) any act which may render void or avoidable any policy of insurance held by the Town



**Schedule B**  
**Use of Premises**

- (a) To provide tennis courts and a clubhouse for its members.
- (b) The court marked "#5" represents the designated Public court.
- (c) HHTC agrees it will develop and manage the Gellert Park Tennis Courts.
- (d) HHTC shall keep the property reasonably clean and clear of garbage, debris and other objectionable material and keep the Gellert Park Tennis courts and clubhouse in good repair. Garbage cans will be supplied by the Town. Town Maintenance Request Forms will be provided to the HHTC.
- (e) HHTC shall use the Gellert Park Tennis Courts only for a tennis club including social events for its members and guests and to promote interest in tennis and related activities among its members and community members.
- (f) HHTC shall abide by all laws and municipal by-laws and policies affecting the use of the Gellert Park Tennis Courts or activities thereon.

# Schedule C



1 OVERALL SITE PLAN  
DRAFT FOR REVIEW

SCALE: 1:300

2 SITE CONTEXT PLAN  
DRAFT FOR REVIEW

SCALE: 1:2000

NOTICE TO CONTRACTORS

THIS DRAWING IS THE PROPERTY OF THE CONSULTANT AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF THE CONSULTANT.

DATE: November 14, 2011

PROJECT: GELLETT COMMUNITY PARK TENNIS COURT CONCEPT

CLIENT: GELLETT COMMUNITY PARK

CONSULTANT: **TRP** TRINITY RAIN POND

SCALE: 1:300

PROJECT NO.: Sp.1

DATE: 01/10/12