



REPORT

TO: Mayor Caul & Council

FROM: Jason Kabel, Community Services Division Manager

DATE: May 31, 2019

RE: **Rainy Lake Gymnastics Academy Agreement**

Background

At the regular Community Services Executive Committee Meeting on May 21, 2019, the committee gave direction to make minor modification to the proposed agreement with the Rainy Lake Gymnastics Academy (RLGA).

Please find the revised agreement attached with the modifications discussed as well as those proposed by RLGA.

Recommendation

To enter into an agreement with the Rainy Lake Gymnastics Academy to operate in the Memorial Sports Centre Auditorium as attached.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "J. Kabel".

Jason Kabel

Council approval of this report will:

- 1) endorse entering into an agreement with Rainy Lake Gymnastics Academy to operate in the Memorial Sports Centre Auditorium as attached.
- 2) authorize Mayor and Clerk to execute the agreement.

THIS AGREEMENT to come into effect the **1st** day of **September, 2019**.

B E T W E E N :

THE CORPORATION OF THE TOWN OF FORT FRANCES

hereinafter called the "Town" or "Lessor".

- AND -

RAINY LAKE GYMNASTICS ACADEMY

hereinafter called the "Lessee".

WHEREAS:

- A. The Lessee is wishing to rent the Memorial Sports Centre Auditorium from the Lessor during the Fall of 2019 through to the Spring of 2020 to offer gymnastics programming for youth;
- B. The Lessee is proposing to leave their gymnastics equipment set-up on a semi-permanent basis subject to the terms below; and
- C. The Lessee is planning to offer the gymnastics programming for approximately 19 hours a week subject to the availability of the facility and enrolment numbers.

Now therefore,

In addition to the Memorial Sports Centre Auditorium - Rental Agreement Terms and Conditions and Community Services Facility Rental Policy, the parties hereby agree to the following:

- 1. Term of Lease – 2 year term (September to April each season, for the seasons 2019-2020 and 2020-2021). The agreement will be reviewed after the first year to determine if revision is appropriate.
- 2. Rental fee – Will be charged as per the Auditorium contracted hourly rate listed in the Town of Fort Frances user fee schedule subject to change at any time by Council resolution (May 2019 rate - \$32.35).
- 3. Scheduling – Memorial Sports Centre staff will meet with the Lessee before July 31st each year to determine the Fall (September –December) schedule and before November 30th each year to determine the Winter (January – April) schedule.
- 4. Gymnastics Equipment – The Lessee will be solely responsible for setup and takedown of any equipment that is required for their use of the Auditorium. The Lessee hereby agrees to have equipment moved as required by the facility management to accommodate other facility needs and uses by management. The Lessor agrees to provide as much notice as possible to the Lessee when unplanned removal of equipment is required. The Lessee acknowledges that unscheduled, but necessary maintenance may cause there to be little or no notice to remove equipment. The Lessee agrees to pay an additional fee to cover all costs reasonable as determined by management if they fail

to move their equipment as stipulated by Memorial Sports Centre management. The Lessee will have access to a portion of the 'Tables and Chairs room' on the 2nd floor of the Ice for Kids rink.

5. Fitness Classes- The Lessor acknowledges that the gymnastics equipment will not be taken down for Memorial Sports Centre Fitness classes. Both parties acknowledge that the Fitness classes may use the gymnastics floor if they choose. The Lessee acknowledges that Instructors for the Memorial Sports Centre may move pieces of gymnastics equipment as required for their class.

6. Shared use by Rainy Lake Air Cadets- The Lessee acknowledges that they will be required to take down gymnastics equipment as required for each Sunday practice for the Rainy Lake Air Cadets in order for the Rainy Lake Air Cadets to have full use of the Auditorium.

7. Other Events – For any and all events that have already been scheduled in the auditorium, the Lessee will ensure that their equipment is removed from the facility and properly stored. In an attempt to minimize the Lessee's equipment setup and takedown, Memorial Sports Centre management will only book additional auditorium events that are deemed necessary. The Lessor agrees to provide all dates and times of previously scheduled events to the Lessee prior to July 31st of each year.

8. The Lessee shall assume all liability for damages caused directly or indirectly by him/her or his/her members and invitees while using the facilities.

9. The Lessee shall assume risks of damage and injury while on the premises for him/her and his/her members and invitees, and hold the Lessor harmless and indemnified there from.

10. The Lessee shall have in force \$5,000,000 of liability insurance with the Town of Fort Frances named as an additional insured.

THE CORPORATION OF THE TOWN OF FORT FRANCES

- AND -

RAINY LAKE GYMNASTICS ACADEMY

IN WITNESS WHEREOF the Town hereto has affixed its Corporate Seal and attested by its proper Officers duly authorized on their behalf and has hereunto set

SIGNED SEALED
AND DELIVERED

THE CORPORATION OF THE TOWN
OF FORT FRANCES

MAYOR: _____

CLERK: _____

Per: _____ Printed: _____
(Rainy Lake Gymnastics Academy)

Per: _____ Printed: _____
(Rainy Lake Gymnastics Academy)

Witness: _____ Printed: _____

Town of Fort Frances – Community Services Division

Memorial Sport Center Auditorium

740 Scott Street

Fort Frances, Ontario P9A 1H8

Rental Agreement Terms and Conditions:

Whereas your organization (the lessee) has leased the Memorial Sports Centre Auditorium from the Town of Fort Frances (the lessor), agree to the following terms and conditions as part of your rental agreement with the Town of Fort Frances:

- 1) Agree to all Rules and Regulations of Auditorium as provided by the Town of Fort Frances [Smoking Bylaw](#), [Municipal Alcohol Policy](#), and [Facility Rental Policy](#).
- 2) Full payment is required at time of booking. In the event of a cancellation, a minimum of two weeks notice in writing is required. Refunds will be subject to a 10% administration charge (or a minimum of \$10) and only eligible if proper notice has been received.
- 3) For Account Holders - On the first day of every month following the invoice due date, 1.25% interest per month shall be added to the account.
- 4) Shall assume all liability for damages caused directly or indirectly by him/her or his/her invitees while using the facilities and report any damage to the Memorial Sports Centre staff immediately at the reception desk or (807) 274-4561.
- 5) Leave the facility clean and in good condition.
- 6) Agree to indemnify and save harmless the Town of Fort Frances, its officers, servants, and agents from and against all claims, demands, costs, actions, causes, of action, expenses whatsoever which may be taken or made against them by or any of them for any loss, damage, or injury, including deaths, of any nature or kind whatsoever arising out of or in consequence of any act, neglect, or omission of the Municipality, her servants or agents, or the Lessee, in relation to the operation of Auditorium.
- 7) A valid liquor permit or license must be in place and posted in accordance with the Alcohol & Gaming Commission of Ontario for the service of alcohol. Adherence to the Municipal Alcohol Policy must be strictly observed.
- 8) Copies of Smart Serve Cards, Liquor License, and \$5,000,000 of Third Party Liability Insurance with the Town of Fort Frances named as an additional insured are to be submitted to Memorial Sports Centre staff before access to the facility is granted.
- 9) Room set up request is required 1 week prior to the event.
- 10) Cubed Ice is provided and must be paid for on the next business day after the event.

Any questions or concerns regarding your booking or these terms and conditions can be directed to Memorial Sport Centre Facility Management or designate at (807) 274-4561.

I/We have read and agree to adhere to the terms and conditions of this agreement and all policies listed herein with the Town of Fort Frances for the use of Auditorium.

Name of Organization

Authorized Signature

Date

Print Name