



Agreement between

The Corporation of the City of Temiskaming Shores

and

Temiskaming Shores Pickleball Club

for the use of the Lawrence Bun Eckensviller Community Hall
for the operation of a Pickleball Program

This agreement made this 14th day of October, 2022;

Between:

The Corporation of the City of Temiskaming Shores
(herein referred to as "the City")

And:

Temiskaming Shores Pickleball Club
(herein referred to as "the TSPC")

1. This agreement shall be in effect from October 16, 2022 to April 30, 2023, for use of the Lawrence Bun Eckensviller Community Hall to operate a Pickleball program.
2. While the agreement is in effect, the TSPC shall be permitted to book the following times, subject to complying with all requirements of this agreement.

Sundays	Mondays	Tuesdays	Wednesdays	Thursdays	Fridays
10am – 12pm	10am – 12pm	2pm – 4pm	7pm – 9pm	10am – 12pm	5pm – 7pm

3.

The cost to the TSPC shall be \$100+ HST per week, payable on receipt of monthly invoices. Payments shall be made to the City of Temiskaming Shores.

4. An additional two (2) bookings per week shall be available to the TSPC at a per booking cost of \$16.67 +HST. Any further bookings shall be billed at a rate of \$20 +HST.
5. The TSPC acknowledges that certain dates and times outlined in item 2 are not available due to being booked by the City of Temiskaming Shores prior to the signing of this agreement.
6. When the facility is not available due to prior bookings, or national or provincial holidays, the City shall offer alternative make up dates. If these dates are unacceptable to TSPC, a refund of \$16.67 +HST will be provided.
7. The City shall be able to book events of significance during dates allocated to the TSPC provided they are given at least seven (7) days notice. In all instances where bookings of events are made which affect the TSPC, the City will offer alternative make up dates. If these dates are unacceptable to TSPC, a refund of \$16.67 +HST will be allowed.
8. The TSPC shall not assign or sublet their facility bookings without permission of the City.

9. The TSPC shall, during the term of the agreement and any renewals, at its sole costs and expense, keep in full force and effect, in the names of the City and the TSPC, public liability insurance applying to all operations of the TSPC, which include bodily injury liability and property damage liability. Such policy or policies shall be for not less than \$2,000,000.00 per occurrence. The TSPC shall produce to the City a Certificate of Insurance confirming the above coverage.
10. The TSPC shall have sole and complete responsibility for personal injury and property damage occurring to any Club members, participants or invitees during the times booked in the facility.
11. The City shall provide two (2) keys to the TSPC to access the facility which shall be returned to the City upon the expiration of the agreement. The TSPC will also be entitled to sign out keys to the facility from the Waterfront Pool and Fitness Centre granted they are returned the same day either to staff at the facility or in the night deposit slot.
12. The City shall provide free use of its pickleball equipment stored at the facility including but not limited to portable nets and balls.
13. Both parties acknowledge the unique circumstances that COVID-19 has imposed upon normal operations. Any rules, restrictions, changes, etc. required due to COVID-19 shall be reviewed on a case-by-case basis and followed as necessary in spite of what may be agreed to within this document.
14. Official correspondence regarding this use agreement shall be made between the following parties:

City	Mathew Bahm City of Temiskaming Shores mbahm@temiskamingshores.ca
TSPC	Russ Tench Temiskaming Shores Pickleball Club rtench1@gmail.com

Russell Tench

Signature of TSPC Representative

Mathew Bahm

Signature of Director of Recreation

Oct 14 2022

Date

Oct 14/2022

Date