



Subject: Indoor Track License Agreement – Walker Sports and Abilities Centre

Report to: Thorold City Council

Recommendations

1. That Council **APPROVE** the License Agreement for the rental of the Indoor Walking Track at the Walker Sports and Abilities Centre (Canada Games Park) for the 2023-2024 Winter Season.
2. That staff **BE DIRECTED** to request the Canada Games Park Consortium Partners and Facility Operator to revise the draft Venue Use Allocation Policy to give higher priority for Community Use and Public Programming.

Key Facts

- The City of Thorold Council has requested that time be allocated at the Walker Sports and Abilities Centre (Canada Games Park) for the use of the indoor track by Thorold residents and has made provisions in its budget for the rental of this facility.
- The allocation of time and rental arrangements are the responsibility of the facility operator who is tasked with optimizing the use of the facility with the oversight of the Canada Games Park Consortium.
- The Operator has developed criteria for time allocation at the facility based on the guiding principles established in the Consortium Co-Tenancy Agreement.
- Staff have received the draft License Agreement and are seeking Council's approval of the allocation schedule prior to signature.

Budgetary Status

The term of this agreement commences November 6th, 2023 and expires April 29th, 2024. The monthly fees for November and December of this year are \$2,203.50 and \$2,350.40 respectively. Funding, in the amount of \$17,000, was approved in the 2023 budget for City sponsored rentals at Canada Games Park

Analysis

City staff would like to report that the utilization of the Walker Sports and Ability Centre at Canada Games Park has increased dramatically since the completion of the Canada Games in August of 2022. As our community and its user-groups are learning more about the facility, we are learning about *how* and *when* they would like to access these amenities and public spaces. The increased popularity has however, brought about some challenges with respect to preferential access by local groups and the allocation of time, particularly during prime hours of operation.

The Consortium Co-tenancy Agreement established a framework for the utilization of space in this building. The details of this arrangement, described in *Schedule "A"* of this Agreement are entitled "*Facilities Programming Agreement Guiding Principles*". The guidelines include how the gymnasium time and costs are to be allocated, including provisions for bumping rights, assignment of allocations and conflict resolution.

Responsibility for scheduling and prioritization of this facility has been delegated to the independent operator (ASM Global) who is tasked with balancing the needs and wants of the user groups from each of the three operating partners of the Consortium. Based on the language and original intentions of the Consortium Co-tenancy Agreement they have established prioritization criteria as follows for the Gymnasium, Dry Floor and Track facilities (indoor and outdoor);

Allocation Criteria

1. Black Out Dates for Major Events
2. Brock University's Dedicated Time as per Pro forma
3. Tournaments
4. High Performance Groups
5. Youth Groups
6. Community Use
7. Public Programming

This criteria was established at a time when the City of Thorold and its Operating Partners were focused on the financial sustainability of the facility and could only speculate on the desired use of the gymnasium by its local groups.

This year, Thorold City Council approved funding to establish dedicated time at the indoor walking track.

Requested Time

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
6:00pm - 8:00pm	6:00pm - 8:00pm	6:00pm - 8:00pm	6:00pm - 8:00pm	6:00pm - 8:00pm

Allocated Time

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
7:30pm - 9:30pm	N/A	6:00pm - 8:00pm	7:00pm - 9:00pm	6:00pm - 8:00pm

As this is the first year for our City-sponsored program, we will need to monitor the attendance and invite public input to ensure the times and dates suit the community needs moving forward. Staff will promote and advertise on the City’s website and other social media platforms. The draft License Agreement is included in Appendix 1.

The requested and allocated time vary as a result of having to accommodate other user groups having a higher priority.

As the popularity of the facility continues to grow, the challenge will be to find a balance between *community access* and *financial sustainability*. This new reality will force the Consortium Partners to adjust the priority for **Public Programming** and **Community Use**, which will push the time allocation for **High Performance Groups** into non-Prime time hours.

Staff are seeking City Council’s direction to engage the Consortium Partners and the Independent Operator to revisit and finalize the Venue Use Allocation Policy to reflect the need to accommodate the need for better access to prime time usage of the facility for Community Use and Public Programming.

Impact on the Environment, Climate Change

There are no known environmental or climate change related impacts to this Report.

Alternatives Reviewed

None.

Relationship to Strategic Plan

The recommendation is consistent with Council's 2020-2023 Strategic Priority:

- Vibrant, Inclusive Neighbourhoods

Other Pertinent Reports

None.

Prepared by:

Geoff Holman
Director
Public Works and Community Services



Recommended by:

Geoff Holman
Director
Public Works and Community Services

Approved and Submitted by:

Manoj Dilwaria
Chief Administrative Officer

Appendices

Appendix 1 Draft License Agreement

AGREEMENT

City of Thorold
Jacob Tedesco

Canada Games Park
2021 Canada Games Way
Thorold, ON
L2V 4Y6
(905) 323-3958

Agreement Date:
2023-08-15

Agreement #:
AGR-464



SMG CANADA ULC a subsidiary of ASM Global (the "Licensor") hereby grants City of Thorold (hereinafter called the "Licensee") permission to use the parts of the Walker Sports and Abilities Centre at Canada Games Park (the facility) as noted below, at the times noted below, for the purposes noted below in consideration of the amounts outlined herein. The Licensee hereby agrees to pay the amounts noted below at the time of signing of this agreement unless specific payments terms are noted below. The licensee agrees to abide by and be bound by the terms and conditions contained herein.

ITEM	VENUE	DESCRIPTION	HOURS	RATE	TAX	AMOUNT
Booking	Indoor Track	Mon, Nov 06, 2023 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Nov 08, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Nov 09, 2023 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Nov 10, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Nov 13, 2023 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Nov 15, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Nov 16, 2023 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Nov 17, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Nov 20, 2023 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Nov 22, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Nov 23, 2023 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Nov 24, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Nov 27, 2023 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Nov 29, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Nov 30, 2023 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Dec 01, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Dec 04, 2023 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Dec 06, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Dec 07, 2023 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Dec 08, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Dec 11, 2023 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Dec 13, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Dec 14, 2023 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Dec 15, 2023 6pm - 8pm	2.0000	65.00	13%	130.00

Booking	Indoor Track	Mon, Dec 18, 2023 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Dec 20, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Dec 21, 2023 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Dec 22, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Dec 27, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Dec 28, 2023 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Dec 29, 2023 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Jan 03, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Jan 04, 2024 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Jan 05, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Jan 08, 2024 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Jan 10, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Jan 11, 2024 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Jan 12, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Jan 15, 2024 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Jan 17, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Jan 18, 2024 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Jan 19, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Jan 22, 2024 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Jan 24, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Jan 25, 2024 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Jan 26, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Jan 29, 2024 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Jan 31, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Feb 01, 2024 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Feb 02, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Feb 05, 2024 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Feb 07, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Feb 08, 2024 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Feb 09, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Feb 12, 2024 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Feb 14, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Feb 15, 2024 7pm - 9pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Fri, Feb 16, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Mon, Feb 19, 2024 7:30pm - 9:30pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Wed, Feb 21, 2024 6pm - 8pm	2.0000	65.00	13%	130.00
Booking	Indoor Track	Thu, Feb 22, 2024 7pm - 9pm	2.0000	65.00	13%	130.00

196.0

Subtotal \$12,740.00

HST 13% \$1,656.20

Total \$14,396.20

Monthly Charges

DATE	HOURS	SUBTOTAL	TAX AMOUNT	MONTHLY TOTAL
Nov 1, 2023	30.0000	\$1,950.00	\$253.50	\$2,203.50
Dec 1, 2023	32.0000	\$2,080.00	\$270.40	\$2,350.40
Jan 1, 2024	34.0000	\$2,210.00	\$287.30	\$2,497.30
Feb 1, 2024	34.0000	\$2,210.00	\$287.30	\$2,497.30
Mar 1, 2024	32.0000	\$2,080.00	\$270.40	\$2,350.40
Apr 1, 2024	34.0000	\$2,210.00	\$287.30	\$2,497.30

Usage Contract

GENERAL TERMS AND CONDITIONS

1. Fees are non-refundable unless the event is cancelled by the Licensor.
2. Changes to date and times of rentals can be accommodated within the present season if the request is submitted in writing a minimum of 72 hours in advance. Anything after that rental payment is non-refundable
3. That the use of the facility is restricted to the stated facility, time, dates, and activities listed herein.
4. This agreement is not transferable without the express written permission of the authorized representative of the Walker Sports and Ability Centre at Canada Games Park.
5. Anything brought into the Walker Sports and Abilities Centre at Canada Games Park or stored within shall be at the sole risk of the Licensee. The Licensee understands and agrees that Walker Sports and Abilities Centre at Canada Games Park is not responsible for any lost or stolen articles.
6. Walker Sports and Abilities Centre at Canada Games Park staff is required to be on duty during any rental and is in charge of the building, grounds, and equipment. The Licensee agrees to comply with the staff's instructions regarding the use, operation, and safety of the premises and contents.
7. The Licensee accepts the responsibility for providing adequate supervision for the maintenance of good order during the entire time the group occupies or makes use of the facility.
8. The Licensee shall ensure that all its members, users, agents, and guests conduct themselves in an orderly manner and comply with all statutes, regulations, by-laws, and rules made under federal, provincial, or municipal authority which in any way affects the use of the facility.
9. The Licensee shall ensure that all its members, users, agents and guests are aware that the entire Walker Sports and Abilities Centre at Canada Games Park property, inside and outside, is by law a smoke-free property. Strict adherence to this legal requirement must be observed.
10. The Licensee is responsible for the event setup and cleanup, ensuring the facility is in the same condition as when the user took possession. The Licensee will be responsible for the cost to reinstate and make good, any damage caused in, or to the facility. All garbage and recyclables are to be placed in the proper containers.
11. The Licensee releases and forever discharges the Corporation of the City of St. Catharines, The Corporation of the City of Thorold, The Regional Municipality of Niagara and Brock University (collectively the "Consortium") - Walker Sports and Abilities Centre at Canada Games Park and SMG Canada ULC ("Operator") from any and all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the Licensee in consequence of entering and using the facility.
12. The Licensee shall indemnify and save harmless, The Consortium, the Walker Sports and Abilities Centre at Canada Games Park and SMG Canada ULC against all liability, claims, damages, or expenses due to, or arising out of, any act or neglect by the Licensee, or members, users, agents, or guests of the Licensee, on or about the facility, or due to, or arising out of, the entry or use of the facility, including liability for injury or damage to the persons or property of the Licensee, or members, users, agents and guests of the Licensee.

13. 13. Walker Sports and Abilities Centre at Canada Games Park, or those agents authorized by the Walker Sports and Abilities Centre at Canada Games Park, shall have the sole and exclusive right and control over all food and beverage concessions. If the Licensee is granted permission by the Walker Sports and Abilities Centre at Canada Games Park to serve food and beverages, compliance with the Public Health Department's "Guidelines for Outdoor Food Service Ontario Regulation 586-99" and approval from the Public Health Department is required. Documentation of the approval must be provided to the Walker Sports and Abilities Centre at Canada Games Park.
14. 14. The booking of dates and times of use specified in this permit is an advance reservation for use of parts of the facility which is not guaranteed by the Licensor. The Licensor retains the sole right to reschedule or cancel any dates and times at any time. In the event of cancellation by the Licensor for reasons other than the Licensee not abiding by the terms and conditions of this agreement, a full refund will be provided
15. 15. The permit holder is obligated to dates and times recorded on the agreement. If the permit holder cancels more than 10% of their bookings their future bookings, their remaining bookings could be released and/or the permit holder could be removed from all allocations in the future.
16. 16. Bookings can be cancelled by the facility for events deemed to be significant.
17. 17. Under no circumstance can the permit holder practice in common areas around the facility before or after their permitted time.

GENERAL PROVISIONS

1. 1. Licensee acknowledges they have received, understand and agreed to the Walker Sports and Abilities Centre at Canada Games Park -
2. 2. Users of Track rental must be off the court at the end of rented time.
3. 3. Change rooms will be available for each rental.
4. 4. Equipment rental is added to the price if option is taken.
5. 5. Damage to rented equipment will be paid for by renters.
6. 6. No user is permitted on the track before rented time.
7. 7. No food or gum on track itself.
8. 8. The parking lot at the Walker Sports and Abilities Centre at Canada Games Park is free for any rentals Monday - Sunday at any time.
9. 9. Nothing may be taped, stapled, or pinned to the walls, windows, or any other surfaces in any areas, including the exterior of the building unless written permission is given.
10. 10. All furniture and equipment provided by the Licensee must be removed at the end of the rental period. Any items left for seven (7) days after the event, including tables, flatware, linens, etc. will become the property of the Walker Sports and Abilities Centre at Canada Games Park.
11. 11. Furniture and equipment provided by the Licensor may NOT be removed from the facility. Licensee assumes responsibility for any furniture and equipment in the rental space as defined in this agreement. Any furniture or equipment, deemed by Walker Sports and Abilities Centre at Canada Games Park, to be absent or damaged, shall be charged to the Licensee at the full retail value of the said item or comparable product.
12. 12. Bookings may only be cancelled by the Licensee with a refund of payment, with three (3) business days notice.
13. 13. Permits prepared for track use in the future must be agreed to and returned within 3 business days of issue or the ice request will be cancelled.
14. 14. Applicants must be a minimum of 19 years of age, and all rentals require that a representative of the applicant who is 19 years of age or older be on-site during the rental.

INSURANCE AND INDEMNITY

1. Where insurance is required from the Licensee, a permit will not be issued until a certificate of insurance including a minimum of \$2,000,000 (two million dollars) liability insurance coverage, naming SMG Canada ULC, Corporation of the City of St. Catharines, The Corporation of the City of Thorold, The Regional Municipality of Niagara, and Brock University as an additional insured, and indicating the required insurance coverage being provided, is received by the licensor.
2. The Licensee releases and forever discharges the [Licensor and Consortium](#) from all actions, causes of action, claims, and demands for damages, loss, or injury, however arising, which may be sustained by the Licensee in consequence of entering or using the facility as part of the Licensee's booking, rental or permit including theft or loss of property.
3. The Licensee shall indemnify and save harmless the Licensor and Consortium against all liability, claims, damages, or expenses due to, or arising out of, any act or neglect by the Licensee, or members, users, agents and guests of the Licensee, on or about the facility, or due to, or arising out of, the entry or use of the facility, including liabilities for injury or damage to the persons or property of the Licensee, or members, users, agents and guests of the Licensee.
4. The Licensee shall and does hereby release, discharge and covenant and agrees at all times to indemnify and save harmless the Licensor and Consortium and its agents, officers and employees from and against any and all liabilities, damages, costs, claims, suits or

actions arising out of the Licensee's booking, rental or permit or arising out of any breach, violation or non-performance by the Licensee of any covenant or provisos in these terms and conditions and such indemnification shall continue in effect after the expiry of the Licensee's booking, rental or permit with respect to any such matter arising during the currency thereof.

PAYMENT OPTIONS:

Patrons are requested to pay by Etransfer, Association Cheque, MasterCard/VISA/Interact or Wire Transfer. Full payment of cheques are required in the amounts outlined in above 'Monthly Charges'.

Cheques are to be payable to: Canada Games Park

2021 Canada Games Way, Thorold, ON L2V 4Y6 HST #878509363 RT0008

One-time and non-league Rentals:

Payment must be made in the form of Etransfer, Association Cheque, MasterCard/VISA/Interact or Wire Transfer prior to use.

At CGP we have a pay before you play policy for all users unless, Consortium partners or associations who have been given permission (in writing) for monthly or weekly payments.

Maximum credit card payment permitted for a single scheduler, organization, league, etc. is \$2,000. Credit card payments more than \$2,000 must be charged a 2.4% surcharge (cannot be broken down into multiple payments of \$2,000).

Walker Sports and Abilities Centre at Canada Games Park reserves the right to charge an 18% p.a. interest charge on any late payments. Any required deposit must be received upon signing of this permit. Late payments may also result in the cancellation of this and any other rental agreement with the same party.

HST #87850 9363 RT0005

Payment Method:

Organization/Group Name: (Please Print) _____

Full Name: _____

Date: _____

Phone: _____

Email: _____

Customer Signature: _____

Staff Signature: _____

Date: _____