

FACILITY USE AGREEMENT

DATED this _____ day of _____, 2022

BETWEEN

FENELON FALLS TENNIS CLUB

Hereinafter referred to
as The Club

- and –

TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

Hereinafter referred to
as The Board

WHEREAS the Board is the owner of Lots 34, 39, 40 on Plan on Registered Plan 100 and Lots 1 to 4 on Registered Plan 40 in the former Township of Fenelon, County of Victoria and that part of what was originally called West Street in the Village of Fenelon Falls and in the Township of Fenelon, County of Victoria, being part of the Fenelon Falls Secondary School Site;

AND WHEREAS the Fenelon Falls Tennis Club was permitted to construct and operate tennis courts on the above noted property shown sketch lined in red and illustrated on attached Schedule “A” (hereinafter referred to as “the subject lands”);

AND WHEREAS the 20-year lease agreement for the management and operations of the tennis club facility between the former Victoria County Board of Education and the Club executed in 1997 was renewed on April 21st, 2017 with the Trillium Lakelands District School Board for a term of 5 years with expiry in April 2022;

AND WHEREAS the Board deems it necessary to enter into a new agreement with the Club;

NOW THEREFORE this agreement witnesses that in consideration of the premises, the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. This agreement relates to the subject lands identified in Schedules A and B.
2. For the purposes of this agreement the Board and the Club agree to the terms defined:
 - a. School Days and School Year shall mean school days and year as defined in the Education Act, RSO 1990 or any Regulation thereunder;
 - i. A school day shall commence at 7:00 a.m. and shall end at 6:00 p.m.;
 - ii. Within any 1 calendar year there shall be a minimum of 194 school days and if the school year as defined under the Act or Regulations includes more than 194 school days in 1 calendar year, then The Board, following discussion with The Club, shall designate a maximum of 194 school days as the days which The Board shall have use of the facilities.

- b. Tennis Club Facilities shall mean the courts and the storage facility / club house situated on Lots 34, 39 and 40 on Registered Plan 100 and Lots 1 to 4 on Registered Plan 40 in the Township of Fenelon, County of Victoria and that part of what was originally called West Street in the Village of Fenelon Falls and in the Township of Fenelon, County of Victoria, being part of the Fenelon Falls Secondary School Site;
 - c. Permanent Fixtures shall mean all parts which form parts of the courts and storage facility/clubhouse including but not limited to the court surface, fencing, lighting, buildings and any improvements or enhancements thereto;
 - d. Contents shall mean materials owned by The Board or The Club affixed to permanent fixtures and or individual items stored within the facilities including but not limited to netting, balls, racquets and any other equipment or items related to the operations of the facility.
3. Subject to the provision herein, the parties agree that the following shall be in full force and effect for five (5) years from the date of execution of this agreement by the Board, renewable every five (5) years to a maximum of twenty (20) years:

- a. The Club shall be responsible for the provision of a minimum of \$5,000,000 (five million dollars) liability insurance coverage, at its sole cost, naming the Board as an additional insurance on said policy. The Club shall provide the Board with a certificate of coverage, showing the Board as additionally insured on an annual basis or so often as the Board may require.

Should the Board's insurance provider increase the proof of required insurance to meet industry standards, that amount shall be what is required from The Club. The Board will advise The Club accordingly.

- b. The Club shall be responsible for insuring their content under The Club's insurance policy against damage, loss and/or theft.
- c. The Board shall include The Club as an additional insured on its liability policy with respect to the Board use of the tennis facilities as contemplated by the terms of this Agreement.
- d. The Board shall be responsible for insuring their content under The Board's insurance policy against damage, loss and/or theft.
- e. The Club shall be responsible for all costs of operating the facility including but not limited to all maintenance and repairs to the courts and to the storage facility/clubhouse in lieu of being charged rental or lease rates for the use of The Board land.

The Club agrees that the courts and club facilities shall be maintained to a standard that is appropriate for a community tennis court and storage/clubhouse facility.

Any costs associated with repair of facility damage or destruction may be discussed at an arranged time between The Club and The Board for consideration of cost sharing within 14 days of the damaging event or awareness of any damages. Should no meeting occur, the responsibilities of the costs shall remain with The Club.

- f. The Club shall be responsible for the costs associated with the lighting of the courts, pathways around the facilities and the parking areas made available for facility users. Invoicing for this cost will be sent from The Board's finance department at the end of February and at the end of August annually.

- g. The Club shall obtain and be responsible for obtaining, at its sole cost, any necessary licenses or permits required annually by the municipality or any other government authority as and when they become required and due.
- h. The Board shall have access to the courts during the school day for their program requirements. On or before the end of March each year, the Principal or the person designated by the Principal at Fenelon Falls Secondary School shall supply a schedule of the school's requirements during the school day for the school's tennis season to the President of the Fenelon Falls Tennis Club. No fees shall be charged to The Board for use of these facilities.

Should the school require use of the facility on other dates or beyond the school days as defined in the agreement or agreed upon when meeting before March of each year, the school shall obtain the approval of The Club. All such use shall be at no cost to The Board.

In the event that the school cancels activities on any particular day or part of a schedule day, the Principal or designate should advise The Club so the facilities may be used by The Club.

At all other times, The Club shall have exclusive use of the tennis courts. Notwithstanding anything anywhere else in this Agreement, The Club shall have exclusive use of the tennis courts from June 15th until September 1st each year.

The Board may also have access and use of the storage/clubhouse on the site provided it first obtains approval from The Club.

- i. Both parties shall not alter, construct, rebuild, renovate or change the structures, erect additional or new structures, or carryout any alterations of said lands without the written consent and approval of the other party and the responsibilities of all costs associated with these must be determined prior to carrying out any actions on the lands or facilities.
 - j. It is agreed and understood that the rules of The Board, with respect to student conduct, will apply to the students and any user permitted by The Club making use of the courts and the storage facility/clubhouse. Likewise, any user by The Board shall respect The Club's rules and code of conduct related to the tennis facilities. The Fenelon Falls Tennis Club Code of Conduct is attached herein as Schedule C. Trillium Lakelands District School Board's Code of Conduct is attached herein as Schedule D. Should either of these documents be updated through the span of this agreement, the most current version of each shall be taken as the rules related to this portion of the agreement.
 - k. Both parties agree to adhere and respect the rules of either party as well as any municipal by-laws (for example but not limited to: noise, lighting, signage, smoking or alcohol consumption on the property) or any regulations set out by other levels of government related to the use and operation of such a facility.
- 4. Both parties agree that neither party is able to 'sublease or rent' any parts of the facility to other parties.
 - 5. This Agreement may only be altered or amended in whole or in part by filing with this Agreement a written instrument setting forth such changes signed by the parties hereto as evidence of their consent to such changes.

6. In the event of any disagreement arising in relation to this Agreement or to the use of the facilities as contemplated by this Agreement, The Board and The Club shall cause its appropriate officers to meet as soon as is practicable (and in any event within 10 days excluding weekends and holidays) to settle or determine the difference if possible. Any such settlement or determination shall be subject to the approval of the parties' respective Boards and/or appropriate officers.

In the event that any difference arising in relation to this Agreement is not settled or determined by the parties, the differences shall be submitted to arbitration by three (3) arbitrators upon the terms and conditions contained in the Arbitrations Act, as amended from time to time. The arbitrators shall be three (3) persons chosen as follows:

- i) The Board shall nominate one;
- ii) The Club shall nominate one;
- iii) The two (2) arbitrators appointed pursuant to sub paragraph i) and ii) shall appoint a third arbitrator who shall act as chairperson.

The arbitrators shall meet within ten (10) days of the appointment of the 3rd arbitrator and the costs of the arbitration, including compensation for the arbitrator shall be borne equally by both The Board and The Club.

Any decisions made by the parties with or without the use of arbitrators shall be agreed to and executed by signature in writing and shall become part of this agreement as an addendum.

7. The parties hereto agree that, should any paragraph of this Agreement be deemed unenforceable by a Court of Law or otherwise, the remainder of this Agreement shall remain in full force and effect as between the parties and further, this Agreement is to be interpreted in accordance with the Laws of the Province of Ontario.
8. Neither of the parties hereto shall assign any of their rights within without the prior written permission of the other party.
9. Should The Board, at any time, consider disposal of the lands on which the courts and storage/clubhouse are situated, The Club shall be offered first right of refusal to purchase the lands at fair market value as determined by an Ontario Land Appraiser.
10. The parties further agree that as per the originally executed agreement between The Board and The Club between 1997 and 2022, the ownership of all permanent fixtures forming part of the tennis facilities (for example but limited the court surface, fencing, lighting, buildings including any improvements or enhancements thereto) have and shall been vested to The Board.
11. This agreement is not transferable. Should the Fenelon Falls Tennis Club cease to exist, a new agreement shall be required by any party wishing to recommence the activities of The Club or use the tennis facilities.
12. This Agreement shall be binding upon and inure to the benefit of, not only the parties hereto, but any permitted assigns.

IN WITNESS whereof, the Parties have executed this Agreement on the date first written above.

I/We have the authority to bind Trillium Lakelands District School Board

Name: _____

Title: _____

Signed: _____

I/We have the authority to bind the Fenelon Falls Tennis Club

Name: _____

Title: _____

Signed: _____

Schedules Included herein

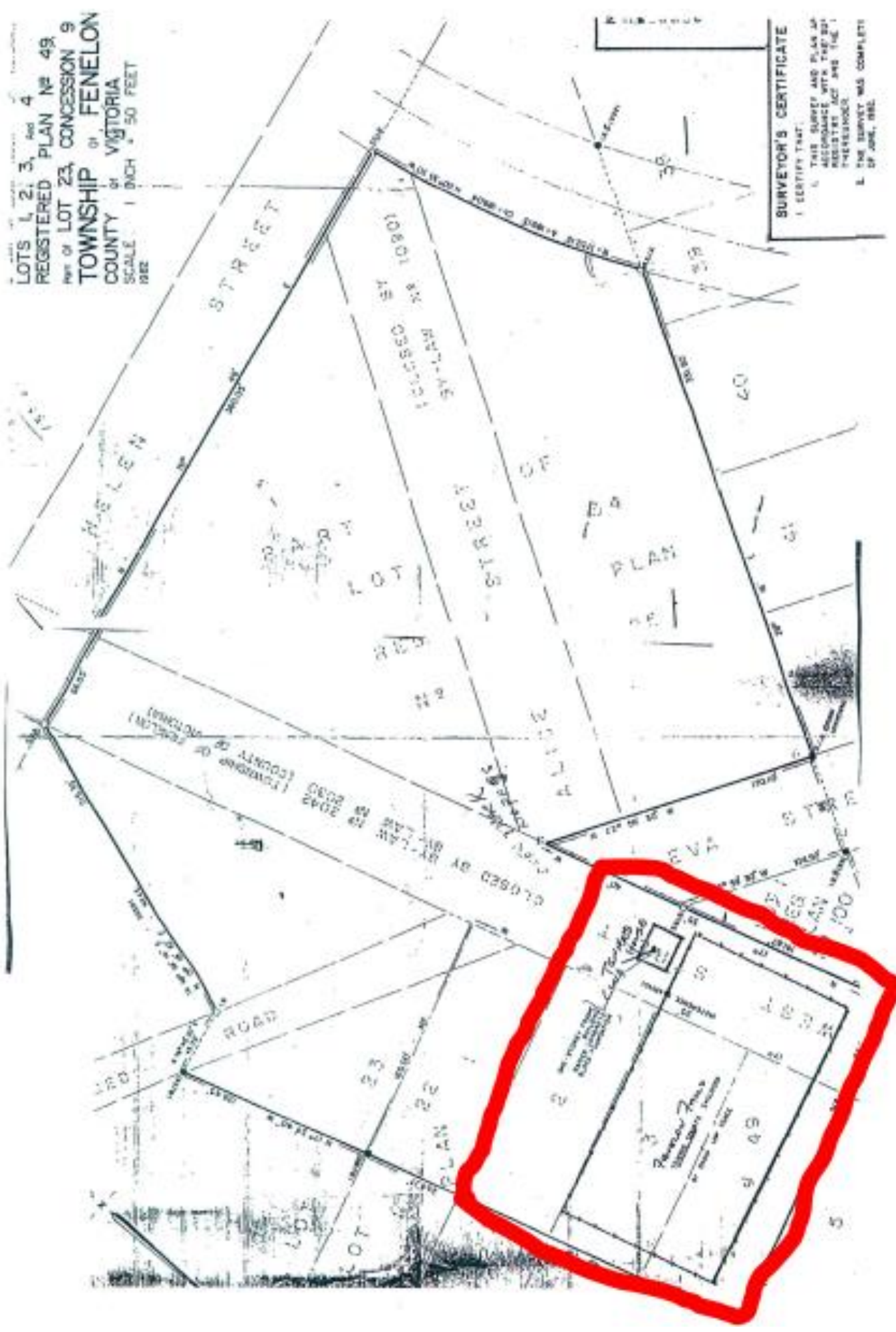
A – Surveyed Plan of subject lands

B – Air photo of subject lands

C – Fenelon Falls Tennis Club Code of Conduct and Tennis Rules

D – TLDSB Code of Conduct – Students FFSS

Schedule A
Surveyed Plan of Subject Lands



Schedule B
City of Kawartha Lakes Open Street Mapping – ESRI Community Map GIS 2020



Schedule C
Fenelon Falls Tennis Club Code of Conduct and Tennis Rules

Standards and Etiquette for the Fenelon Falls Tennis Club

This policy sets out a code of conduct for all tennis members to follow and what is expected to create the right playing environment for all who play at the Fenelon Falls Tennis Club.

Absolutely no abuse of any kind will be tolerated at the club. This includes racial, ethnic, sexual, and religious, and abuse based on age, disabilities, and any other difference.

Standards.

- All members must treat other members with dignity and respect. Dignity is about respectful, responsible, and fair behaviour. There must be no inappropriate actions, behaviour, comments, or physical contact, which may cause offence e.g., mental or physical anxiety or hurt to an individual.
- Inappropriate actions include racquet throwing, swearing, being abusive or aggressive or intimidating, questioning another person's integrity over line calls or other actions, and causing danger to other players through your play or activity.

Etiquette

- These are a broad range of actions and behaviours that are traditionally considered acceptable on and around the tennis courts.
- When playing tennis, please wear recognized sports clothing (not jeans etc.) and most importantly use clean tennis shoes or shoes with non-marking soles free of mud or dirt. Other shoes can damage and mark the court surface and may not grip as well which can potentially cause accidents if a slip or fall were to occur.

Show respect and courtesy

- To your opponent(s), your partners, and others on or near the courts. Do not criticize your partner or opponent and be positive and offer encouragement instead.
- Please do not walk behind players whilst a game or rally is in progress and do not walk onto a court while a game is in progress. Wait until there is a break in play (end of rally or game). All this is to prevent as much distraction and disruption to other participants as possible.
- If you are trying to cross a court, please wait until you are invited to at a break in play and do so at the rear of the court and not at the net and do so as quickly as possible.
- If a stray ball comes onto your court, don't knock it back immediately but wait until the recipients are ready and then return it to the server's end.

Talking

- During play and particularly between games, keep the amount of talking and volume of conversation to a minimum necessary to play and enjoy your own game. Too much chatter can be disturbing to those on adjacent courts. Loud disputes with your opponents should be taken away from the courts and other players.

Line Calls

- Lines calls in social tennis situations rely on the 'honour system'.
- Only call the lines on your side of the net unless asked by your opponents.
- Call or signal clearly and firmly what you see and what you honestly believe to be correct.
- If you cannot be absolutely certain or did not see the ball clearly, the ball is considered IN and must be given in the opponent's favour.
- If you don't agree with the call, you may ask about it politely if they are certain. If they are, get on with the next point.
- If in socially friendly games there is some dispute about a call, make the suggestion to play the point again to prevent undue aggravation and time wasting.

Ball Management

- Balls should be kept in hand, in a pocket or a clip, or against the fence.
- If your opponent has to walk a significant distance to retrieve a ball, use the time to retrieve other balls on your side of the court.
- If the server needs a ball, his or her partner should get one that is being held by or is close to the partner.

Keeping Score

- The server should announce the score at the start of each game and at the beginning of each point. This should prevent any disputes about the score after points have been played and players have forgotten the score. The announcement of the score should be clear and loud enough for all players on the court to hear.
- It becomes difficult to reconstruct the scoring point by point after the fact and has led to many arguments.

Body Language

- Tennis can be a frustrating game if you are not getting your serves in or not hitting your shots but try to remain upbeat and happy. Your opponent and/or doubles partner don't want to be playing tennis with someone who is miserable, so cheer up.

Close the Gate behind you

- Whether you are coming onto the courts, or leaving, it is common courtesy to close the gate behind you. This will keep the balls inside the confines of the gate, and they won't roll outside.

Do not retrieve your ball from the other court

- As with the above, it is common courtesy not to disrupt players on court during a match. If your ball rolls onto an adjacent court, wait for them to finish the point or game, and kindly ask for 'a little help' to get their attention. Under no circumstances should you run over onto their court in the middle of a point or game to retrieve the ball yourself.

Mobile phones

- All mobile phones and other communication devices should be switched off as these can disrupt play. If you are expecting a call, inform your opponents and partner that your phone is on.

Pick up after yourself

- Don't leave empty cans or old tennis balls out on the court when you leave.
- Dispose of any garbage in bins on or near the court—if there aren't any, take it with you.

Lock up when finished

- Lock the courts and the clubhouse if it is open, turn off the lights and lock the light box. Pick up the balls if you have finished playing and no one else is expected on the court.

Miscellaneous

- No pets on the courts
- No gum chewing on the courts: if deposited on the court surface, gum is hard to remove without damaging the surface.
- No glass on the courts.
- No drinking (beyond water or sports drinks) or smoking and vaping of any kind on the courts. We encourage you to use reusable water containers. If you use bottled water or sports drinks, recycle the container.

RESPECT

Respect

All participants, officials, volunteers, and decisions.

Encourage

Everyone to play

Sportsmanship

Absolutely no abuse of any kind will be tolerated at the club, including racial. ethnic, sexual, religious, based on age, disabilities or any other abuse.

Play

For enjoyment

Educate

And be knowledgeable

Conduct

Yourself courteously

Treat

Everyone fairly

Schedule D
TLDSB Code of Conduct

OP-6020 Code of Conduct

Approval Date: 2022

Review Date: 2025

Purpose

Trillium Lakelands District School Board believes that a safe, caring, and inclusive, working and learning environment is essential for all members of the school community. We believe that an approach that respects the dignity and diversity of all peoples and groups, will help build and foster a school culture and climate that is safe, conducive to learning, and free from discrimination, physical and/or psychological abuse. This Code of Conduct procedure provides the guiding principles, standards of behaviour, mitigating factors, preventative measures, and consequences related to generating and maintaining a positive, safe, caring and inclusive Environment.

A copy of the procedure is available on The Board's website <https://www.tlidsb.ca/> or by contacting the Board directly.