

COPY



Economic Development & Public Relations

July 21, 2005

Mr. Ziggy Musial
President
Brampton Excelsiors
P.O. Box 92513
160 Main St. S.
Brampton, ON L6W 4R1

Dear Mr. Musial,

This Letter of Understanding ("Letter") outlines the terms and conditions between the Corporation of the City of Brampton (the "City") and Brampton Excelsiors Major Lacrosse Club (the "Excelsiors"), related to the City's financial support of the Excelsiors.

This Letter is provided pursuant to Resolution numbers C127-2005, C140-2005, and Confirming By-Law 115-2005 passed by Council on June 13, 2005.

1. City Obligations

- 1.1 The City shall make an annual grant of \$30,000.00 from the non-departmental City Wide Cost Centre, paid annually, including taxes, to the Excelsiors, for the limited purpose of assisting with marketing and communication for the Excelsiors' playing seasons (the "Annual Grant"), subject to the terms of this Letter.
- 1.2 The City shall make the first payment of the Annual Grant to the Excelsiors within 21 days following the execution of this Letter by all parties.
- 1.3 The City shall make payments of the Annual Grant in years following 2005 on the yearly anniversary of the execution of this Letter by all parties, subject to the conditions listed in Clause 1.4 of this Letter.

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- 1.4 Any payment of the Annual Grant following the first payment of the Annual Grant shall be conditional upon
- a) City Council being satisfied with the contents of the Report required pursuant to clause 2.3 of this Letter and
 - b) thereby including the Annual Grant as a budget item, and
 - c) By resolution, Council approval of the budget containing the \$30,000 grant as a budget item.

2. Excelsiors Obligations

- 2.1 The Excelsiors shall utilize the Annual Grant solely for marketing and communication of activities supporting the Excelsior's playing seasons,
- 2.2 The Excelsiors shall be responsible for every aspect of the operation of the Excelsiors and its playing seasons, including but not limited to its planning, organization, implementation and delivery, as well as the management, payment, insurance, liability coverage, and all other matters associated with staff, students, volunteers and/or sub-contractors selected by the Excelsiors in relation to the seasons.
- 2.3 Prior to December 31, of each year, the Excelsiors shall provide a report to the City regarding the season's results and accomplishments, including an audited statement of expenditures related to the use of the Annual Grant (if the Annual Grant had been awarded for that year) (the "Report").
- 2.4 The Excelsiors acknowledge that any payment of the Annual Grant after the first payment of the Annual Grant for the 2005 playing season, is conditional upon the terms set out in Clause 1.4 of this Letter.

3. Contact and Notice

- 3.1 The designated contact for the City, responsible for managing communication and administration related to the terms of this Letter, is the Commissioner of Economic Development & Public Relations, or designate, (the "Designated Contact").
- 3.2 Any notice or other communication required or permitted to be given by this Letter shall be in writing and shall be effectively given if (i) delivered personally; or (ii) sent by prepaid courier services; or (iii) sent by facsimile to Excelsiors or the City.

In the case of the City, any notice or communication shall be addressed to:

Commissioner of Economic Development & Public Relations

The Corporation of the City of Brampton
2 Wellington Street West
Brampton, Ontario, L6Y 4R2
Tel: (905) 874-2698
Fax: (905) 874-2149

4. Term and Termination

- 4.1 If the City has made a payment of the Annual Grant in any year and the playing season does not take place in that same year by December 31st, the Excelsiors shall return the entire payment of the Annual Grant for that year to the City within the 14 days following December 31st of that year.
- 4.2 Either party to this Letter may terminate this Letter upon providing notice to the other party of that party's breach of the terms or conditions of this Letter, and upon allowing that party 30 days (or reasonable time in relation to the type of breach) in which to remedy the breach. If the Excelsiors is the party in breach and the Letter is terminated, the payment of the Annual Grant made in that year shall be immediately due and payable in full to the City, upon written request from the Designated Contact.

5. Dispute Resolution

- 5.1 If there is any misunderstanding or difference of opinion with respect to the interpretation, application, administration, or alleged breach of this Letter between the Excelsiors and the City, the parties shall use their best efforts to settle the same through consultation and negotiation in good faith, prior to commencing legal action.

6. Indemnity

- 6.1 The Excelsiors agree to fully indemnify, and save harmless the City, and any of its Council, employees, officers, agents, or servants against and release it from any suit, claim, demand, charge, action, or cause of action, by whomsoever brought or made, in respect of any loss, cost, expense, or for any injury (including loss of life), or damage to person or property, that is in any way connected to the Annual Grant, payments thereof, or this Letter.

7. General Provisions

- 7.1 In the event that any provision of this Letter is held invalid, illegal or unenforceable,
 - (a) the remainder of this Letter and its application to any Person or circumstances shall not be affected thereby; and

(b) the parties hereto will negotiate in good faith to amend this Letter to implement the intentions set forth herein.

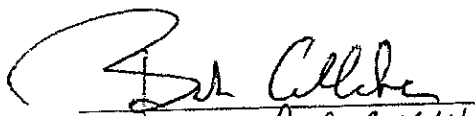
- 7.2 The laws of the Province of Ontario, and the federal laws of Canada shall govern this Letter.
- 7.3 The Excelsiors shall not assign this Letter in whole or in part without the approval of the City.
- 7.4 This Letter shall not be varied, altered, amended or supplemented except in writing signed by the authorized representatives of both parties. No waiver of a breach by a party under this Letter shall constitute a consent to or waiver of any other different or subsequent breach.
- 7.5 The parties understand and agree that nothing contained in this Letter shall constitute or be deemed to create a partnership or joint venture between the parties.

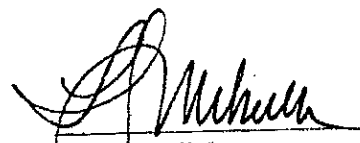
Please indicate your agreement with the terms of this Letter by signing and returning it to the Designated Contact at the City of Brampton.

The City of Brampton wishes the Brampton Excelsiors the best of luck for this and future seasons!

Yours very truly,

The Corporation of the City of Brampton

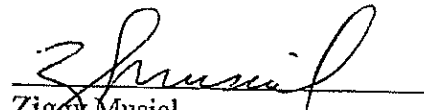

Susan Fennell
Active Mayor


Len Mikulich
City Clerk

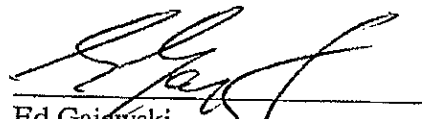
The terms of this Letter are hereby accepted by the undersigned.

BRAMPTON EXCELSIORS
P.O. Box 92513
160 Main St. S.
Brampton, ON L6W 4R1


July 25/05
Date

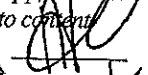
) 
) Ziggy Musial
President, Excelsiors

July 25/05
Date

) 
) Ed Gajewski
General Manager, Excelsiors

I/we have authority to bind the corporation.

Approved as
to form.

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Approved as
to content

July 21/05

Authorized by By-law
115-2005