

THIS AGREEMENT is made in duplicate on the **day** day of **Month Year**

FIVE YEAR (2018-2022)
COMMUNITY TENNIS CLUB AGREEMENT

BETWEEN:

CITY OF OTTAWA

Recreation, Culture & Facility Services Department
(Referred to as “the City”)

and

NAME OF TENNIS CLUB

WHEREAS the Parties recognize that the value of recreational activity in promoting the sociological, psychological and physical well being of all age groups is well known;

AND WHEREAS based on community spirit and cooperation, certain tennis clubs operate membership based tennis activities and deliver tennis services at certain City of Ottawa facilities, including managing courts and the overall tennis operations at the facilities;

AND WHEREAS the City and the Club recognize that Membership Clubs have the opportunity to directly influence the way in which tennis is promoted and delivered in the community. As a result of this partnership, residents have access to playing tennis in their community at an affordable price.

NOW THEREFORE in consideration of the mutual covenants and agreements noted above, the Parties agree to enter into this Agreement for the use of City owned tennis facilities for the purpose of delivering tennis programs and services to the community, on the following terms and conditions:

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1. Definitions

<i>City</i>	The City of Ottawa
<i>Commercial</i>	An activity that has the intent or the potential of generating a profit. This activity may involve the sale of goods or services or may require a registration fee prior to participation, or a demonstration or display of goods or services intended to generate sales at a future date.
<i>Recreation, Culture & Facility Services Department (RCFS)</i>	The City of Ottawa, City Operations Portfolio.
<i>Public Works and Environmental Services Department (PW)</i>	Parks, Building and Grounds Operations and Maintenance Branch. Parks, Forestry & Stormwater Services Branch
<i>Clubhouse</i>	A building structure owned either by the City or by the Club, specifically designed and used for tennis club operation.
<i>Community Building</i>	A building structure owned by the City and designed for various recreation activities, including the provision of a tennis office/space.
<i>Club</i>	The Not-for-profit organization noted above that operates programs and services from a City owned tennis facility.
<i>Tennis Facilities</i>	The tennis courts, the Clubhouse/Community Building, fence and lighting standards, and all other structures that may be present on the land owned or leased by the City at the following address: Name of Club Name of Park Street Address, Ottawa, Ontario The use of the term "Tennis Facility" shall have a similar meaning.

2. Provision of Tennis Facilities

The Parties agree that the City shall provide the Club with access to, and use of, the Tennis Facilities, identified in the definition above, in accordance with the terms and conditions contained in this agreement.

3. Ownership and Disposal of a Club's Assets

The City is the sole owner of all Tennis Facilities and all permanent fixtures located on those Facilities. In the event that the Club should dissolve, all Club assets and liabilities acquired by means of funding derived from the membership of the Club pursuant to this Agreement shall belong to the City and the City will apply such assets to the Tennis Facilities and will ensure that every effort is made to find a new executive to operate the Club and to continue the service to the community. All Club assets, fixtures, or non-consumable goods provided by the Club in relation to the Tennis Facilities and the services provided under this Agreement are for the sole use of the Club and cannot be traded, sold or otherwise disposed of without the written permission of the City.

4. Special Use of Tennis Facilities by City

The Club acknowledges that the City may require the use of the Tennis Facilities for a special event on occasion. The Parties agree that the City will provide as much notice as possible to the Club of such special events so as to have minimal impact on Club activities and no fee shall be levied against the City.

5. Term of Agreement & Renewal

The Parties agree that this Agreement shall be in force for a five-year term commencing **May 1, 2018**. The Parties further agree that this Agreement may be renewed on consent for an additional five-year term, or a term agreed upon by both Parties.

6. Termination of Agreement

- (a) The Parties agree that they may terminate this Agreement by providing each other with 60 days prior written notice of their intention to terminate. The Party receiving the notice will respond in writing acknowledging the Agreement termination. The addresses first noted below will be used to notify each party.
- (b) Notwithstanding clause (a), the City reserves the right to terminate this Agreement without notice to the Club when unforeseen circumstances arise or when the Club does not comply with the terms and conditions of this Agreement and a satisfactory resolution between the parties cannot be achieved, or when the Club fails to perform or to conduct its operations in a manner acceptable to the City. The City acknowledges that it will act in good faith and will make all reasonable efforts to achieve a satisfactory resolution with the Club prior to exercising its termination rights.

7. Applicable Laws and Policies

- (a) *Municipal Alcohol Policy, City By-laws, Occupational Health & Safety Act*
The Club shall comply with all applicable rules and regulations, policies and procedures of the City, including the Municipal Alcohol Policy, all City By-laws including but not limited to the Smoking By-law and Noise By-law, and, all standards including but not limited to volunteer and employee screening and Occupational Health and Safety Act requirements.
- (b) *Federal, Provincial or Municipal Law*
The Club agrees that permission to use City premises under this Agreement in no way constitutes approval to engage in any unlawful activity or conduct in a manner that would violate any Federal, Provincial or Municipal Law or applicable regulations.
- (c) *Accessibility for Ontarians With Disabilities Act*
In carrying out the activities that are described in this agreement, the Club shall ensure that it implements such measures, policies, practices or other requirements of any and all accessibility standards to which the Club may be subject under the Accessibility for Ontarians With Disabilities Act, 2005, S.O. 2005, Chapter 11, and its regulations. The Club and any agents of the Club **must specifically comply** with the Accessibility for Ontarians with a Disability Act, as set out in Section 12 of this Agreement.
- (d) *Police Records Check*
It is recommended that the Club adhere to the City's Police Records Check (PRC) and Criminal Record Check (CRC) policy when recruiting staff and volunteers.
- (e) *Municipal Freedom of Information and Protection of Privacy Act (Ontario)*
The Recipient acknowledges and agrees that the City is bound by the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O 1990, c.M.56, as amended from time to time ("MFIPPA"), and that any information provided to the City in connection with this Agreement is subject to disclosure in accordance with the requirements of MFIPPA.
- (f) *Ontario Human Rights Code*
The Club shall operate in a non-discriminatory manner as required by the Ontario Human Rights Code.

8. Purchase of Service Agreement

The parties agree that this Agreement is in the nature of a purchase of service agreement for provision of Club membership and community-related tennis services and activities on City property in consideration for use of City Tennis Facilities. The Club acknowledges that this Agreement is not intended to create any form of employer/employee relationship between the City and the Club, its executive, members, volunteers or agents. The City shall provide no form of employment benefit to the Club, its executive, members, volunteers or agents under this Agreement.

9. List of Clubs

	Name of Club	Address	Contact
1	BARRHAVEN TENNIS CLUB	76 Larkin Dr, Ottawa ON K2J 2T2	Claude Leblanc
2	BLACKBURN TENNIS CLUB	99 Bearbrook Rd, Ottawa ON K1B 3H5	Barbara Nolan
3	CARP TENNIS CLUB	108 Juanita Ave Ottawa, ON K0A 1L0	Dan Kovacs
4	CITYVIEW TENNIS CLUB	60 Fieldrow St, Ottawa ON K2G 2Y7	Thomas Kreiberg
5	CRAIG HENRY TENNIS CLUB	135 Craig Henry Dr, Ottawa ON K2G 4M6	Neil Leckett
6	CRYSTAL BEACH TENNIS CLUB	61 Corkstown Rd Ottawa, ON K2K 0J5	Ian Ashe
7	CUMBERLAND TENNIS CLUB	2552 Old Montreal Rd, Ottawa ON K4C 1A4	Ingo Peters
8	ELMDALE TENNIS CLUB	184 Holland Ave, Ottawa ON K1Y 0X4	Cathy White-Goldsbrough
9	ELMRIDGE TENNIS CLUB	1841 Elmridge Dr, Ottawa ON K1J 6R8	Josh Beutel
10	GENERAL BURNS TENNIS CLUB	107 Chesterton Dr, Ottawa ON K2E 6S1	Tom Fitzgerald
11	GLEN CAIRN TENNIS CLUB	70 Castlefrank Road, Ottawa ON K2L 2E3	Diane Brazeau
12	LINDENLEA COMMUNITY ASSOCIATION	15 Rockcliffe Way, Ottawa ON K1M 1A9	Stelios Toggias
13	LONG PARK TENNIS CLUB	1190 Deer Park Rd, Ottawa ON K2E 1B1	Adrian Lungu
14	LYNWOOD PARK TENNIS CLUB	7 Sycamore Dr Ottawa ON K2H 6H9	Don Smith
15	MANOTICK TENNIS CLUB	5572 Dr Leach Dr, Ottawa ON K4M 1C8	Lori Gadzala
16	MARCH TENNIS CLUB	2500 Campeau Dr, Ottawa ON K2K 2W3	Jonathan Adamson
17	ORLEANS TENNIS CLUB	1257 Joseph Drouin Ave, Ottawa ON K1C 7B2	Geoff Bryden
18	QUEENSWOOD-FALLINGBROOK TC	1485 Duford Drive, Ottawa ON K1E 1G1	Al Tweedle
19	RYERSON TENNIS CLUB	5 Ryerson Ave, Ottawa ON K2J 3Z3	Audry Chapman
20	ST JAMES TENNIS CLUB	183 Third Ave, Ottawa ON K1S 2K2	John Wins-Purdy
21	THE GLENS	22 Brisbane, Ottawa ON K2G 0M1	Matt Carter
22	TREND ARLINGTON TENNIS CLUB	50 Bellman Dr, Ottawa ON K2B 8J8	Sarah Labonte
23	VALLEY STREAM TENNIS CLUB	3412 Richmond Road, Ottawa ON K2H 8S3	Ingrid DeAlwis
24	TENNIS CENTRE WEST OTTAWA	2805 Carling Ave, Ottawa ON K2H 0A5	Rebecca Coleman

10. Facility

Tennis Facilities

Tennis courts, clubhouse, fence, lighting, and all other structures that may be present.

Responsibility	City of Ottawa	Tennis Club
Access	Provide access to facilities at no cost, from May-October each year (exception TCWO year round).	To communicate with the City to request access outside of these dates. Where possible, by providing one weeks' notice.
Opening / Closing	Opening and closing of facilities, and access to clubhouses will be reviewed based on other seasonal work and may not be accommodated outside of dates provided above.	
Water	Water to be available on site, where it exists May – October (exception of TCWO – year round). Weather may delay or shorten the period of time water is available due to winterizing operations.	
Operation		To manage and operate the Tennis Facilities

Keys		<p>To provide a key to the City, as requested for access to tennis facilities.</p> <p>To cover costs associated with replacing lost or damaged keys and re-keying the facility.</p>
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11. Governance

Governance & Reporting

Governance structure, reporting and accountability.

Responsibility	City of Ottawa	Tennis Club
Governance	To receive a copy of the Club's Constitution and by-laws.	<p>To elect a Club Executive, consisting of a minimum of two people who receive no financial gain through activities at the club.</p> <p>To abide by all rules and regulations as set out in the Club Constitution.</p> <p>To keep a budget, and ensure financial profits are used for the objectives of the Club and not for distribution to, or for personal use of, members.</p>
Reporting	<p>Provide support to budget and reporting for clubs upon request (e.g. review forecasted budget, provide templates etc).</p> <p>To not publish or share financial information (without the expressed written approval from the Club, subject to disclosure requirements in provincial or federal law).</p>	<p>To provide a copy at the start of this Agreement, and to communicate, annually, any changes to Board of Directors and contact information, changes to constitution and by-laws, as well as changes to membership fee structure.</p> <p>Submit financial and membership report to the City by December 31 of each year.</p>

12. Safety

Safety & Security

Safety and supervision, training and incident reporting.

Responsibility	City of Ottawa	Tennis Club
Supervision	To provide its own supervisor during City run recreational activities and special events.	To provide adequate supervision of the Tennis Facility during peak use hours, tournaments, and special events AND to provide decision-making related to the operation of the Tennis Facility and the activities that meets City standards as communicated in this Agreement and/or by the City prior to the start of the tennis season.

<p>Safety</p>	<p>To perform a yearly walk through of the clubhouse. To post room designation capacity.</p>	<p>To take reasonable steps to ensure its members, volunteers and the public do not engage in activities or conduct at the Tennis Facility that could be hazardous to the health and safety of anyone using the Facilities, or that could cause property damage.</p> <p>To ensure that all 'exits' are kept free from obstructions.</p> <p>To abide by and enforce the room capacity designation.</p> <p>To ensure that the fire extinguisher in the Clubhouse is in good working order, accessible and available at all times.</p> <p>To provide a First Aid Kit.</p> <p>To perform regular inspections and ensure that tennis facilities are safe for use.</p> <p>To advise the City of Ottawa 24 hour Client Service Center at 580-2400/311, ext. 29999 of any immediate concerns related to health and safety.</p>
<p>Training</p>	<p>Facilitate training courses in First Aid, CPR & AED accessible by club staff and volunteers, to be paid for by the club.</p>	<p>To ensure that supervising staff have are trained in First Aid and CPR.</p> <p>If an AED is present, to ensure supervising staff are AED trained.</p>
<p>AED</p>		<p>Maintain and upkeep existing AED, ensure that it is accessible and available at all times.</p> <p>Adhere to Ottawa Paramedic Service PAD Oversight MOU. See <u>Appendix A</u> Ottawa Paramedic Service PAD Oversight Agreement.</p> <p>Responsible for a monthly check-off of the unit.</p> <p>Responsible for maintaining AED certification.</p> <p>Send requests for training requirements to OPS Community Medicine team at cpr/rcr@ottawa.ca or ext 32434.</p>
<p>Police Record Check</p>		<p>It is recommended that the Club adhere to the City's Police Records Check (PRC) and Criminal Record Check (CRC) policy when recruiting staff and volunteers. See <u>Appendix B</u> Police Record Checks.</p>

<p>Accessibility for Ontarians with Disabilities Act 2005 (AODA)</p> <p>Training</p> <p>Third party contractors</p> <p>Training Records</p>		<p>Instructors and agents of the instructor must comply with the Accessibility for Ontarians with a Disability Act. (AODA). The AODA training ensures that Club officials and instructors are aware of accessibility issues when they are working with persons with disabilities.</p> <p>Online training module can be found here: http://accessforward.ca/.</p> <p>Third party contractors who deal with the public or other third parties on behalf of the City, as well as contractors who participate in developing City policies, practices or procedures governing the provision of goods and services to members of the public or other third parties, must conform with the Accessibility Standards for Customer Service, O. Reg. 429/07 (Appendix A), under The Accessibility for Ontarians With Disabilities Act, 2005 (AODA).</p> <p>The Club and third party contractors shall ensure that training records are maintained, including dates when training is provided, the number of employees who received training and individual training records. Clubs are required to ensure that this information will be made available, if requested by the City.</p>
<p>Serving of Alcohol</p>	<p>To grant permission to the Club to serve alcohol in accordance with the City of Ottawa's Municipal Alcohol Policy.</p> <p>https://ottawa.ca/en/city-hall/your-city-government/policies-and-administrative-structure/administrative-policies/alcohol-policy#municipal-alcohol-policy</p>	<p>To acknowledge that the serving of alcohol is subject to the Alcohol and Gaming Commission of Ontario AGCO regulations and the terms and conditions described in the City of Ottawa's Municipal Alcohol Policy.</p> <p>To obtain permits, as required, to sell or serve alcohol.</p>
<p>Incidents</p>	<p>To receive all incident reports.</p> <p>To address any immediate health and safety concerns. *</p> <p>* Any maintenance and repair requests will be prioritized and completed based on lifecycle renewal schedule, budget availability and health and safety concerns.</p>	<p>To report any incidents involving personal injury or damages of others to the Club's insurer.</p> <p>To report all critical or major incidents occurring during the term of this Agreement in accordance with the procedures outlined in <u>Appendix C</u> Reporting a Major or Critical Incident</p> <p>To promptly report to the any requirements for critical maintenance that could result in injury or further damage to the Facility. If immediate repairs are required, after regular hours of work, promptly advise the City of Ottawa 24 hour Client Service Center at 580-2400/311, ext. 29999.</p>

13. Programming

Tennis Programs

Tennis programs, memberships and services

Responsibility	City of Ottawa	Tennis Club
Programming		<p>To manage and operate the Tennis Facilities and to deliver membership and community-based tennis programs and services, including but not limited to the following broad areas:</p> <ul style="list-style-type: none"> ○ Tennis instruction ○ Summer Camps ○ Leagues/Tournaments ○ Socials <p>To review with the City, as needed, the scope and quality of the tennis programs and services provided under this Agreement.</p> <p>To provide services (i.e. lessons) and programs to meet membership needs. The City acknowledges that the level of service a Club provides to its community may depend upon the level of volunteer involvement.</p>
Membership	To ensure membership fees are in line with City fee structures.	To retain membership and program revenues based on a fee structure endorsed by the City.
Rentals	To ensure court rental fees are in line with City fee structures.	<p>To charge the following fees:</p> <ul style="list-style-type: none"> ○ Not for Profit Groups: May charge fees to not-for-profit groups for use of the Tennis Facilities to recover attendant, light and equipment replacement/repair costs. ○ Commercial Groups: If court time is available after the scheduling of membership and not-for-profit activities, Clubs may book court time to commercial groups. The Club may contact the City to help determine a fee structure.

14. Marketing

Marketing & Advertising

Marketing, Advertising, Promotion & Sponsorship

Responsibility	City of Ottawa	Tennis Club
Web	To provide a listing of the community tennis clubs on www.ottawa.ca . Update this information at least annually.	To update Club contact information by contacting tennis@ottawa.ca to ensure listing information on City website is accurate.
Promotion	Liaise with clubs, OTA and NCTA on special events/promotions.	To promote its programs and services through the Club's website, social media, community newsletters, bulletin boards, flyers, etc.
City Logo / Signage	Provide the City logo to place on club signage. Replace existing road signage as needed.	To consult with the City when designing signage (i.e. membership sign to be mounted near courts) to ensure Corporate City standards are adhered to.
Sponsorship	To review sponsorship information and direct the Club accordingly.	To advise the City, should the Club decide to conduct business with a third party to help promote its tennis activities.

15. Maintenance

Maintenance & Repair

Housekeeping, general maintenance, repair, replacement and renewal of assets.

Responsibility	City of Ottawa	Tennis Club
Clubhouse (interior) Maintenance	Perform major structural repairs. *	To purchase cleaning supplies and perform general cleaning, upkeep and maintenance of clubhouse. Including but not limited to sweeping floors, cleaning toilets and painting. To ensure that in the clubhouse, all tables, chairs, equipment, supplies, etc. are neatly placed in their appropriate storage areas.

<p>Clubhouse (interior) Repairs</p> <p>Threshold</p> <p>Damages</p> <p>Upgrades</p> <p>Outsourcing</p> <p>Reporting</p>	<p>Perform major structural repairs. *</p> <p>Responsible for repairs and maintenance for individual service types greater than \$300.00. *</p> <p>* Any maintenance and repair requests will be prioritized and completed based on lifecycle renewal schedule, budget availability and health and safety concerns.</p>	<p>To repair/replace contents owned by the Club.</p> <p>To ensure the base aesthetics and the functionality of the facility is kept intact.</p> <p>To pay for individual repairs and services estimated to cost \$300.00 or less.</p> <p>To pay for repairs and services due to damage by Club.</p> <p>To pay for any <u>upgrades</u>, including but not limited to paint, carpet, curtains and countertops.</p> <p>Should the Club deem it necessary to outsource these works; the City will be the first point of contact for all such repairs/upgrades/replacements.</p> <p>To consult with and receive written approval from the City before making any renovations or alterations whether structural, mechanical, or architectural, and before installing and/or purchasing any equipment or appliances that will occupy space on City-owned property.</p> <p>To promptly report to any requirements for critical building maintenance that could result in injury or further damage to the building. If immediate repairs outside of this scope are required, advise the City of Ottawa 24 hour Client Service Center at 580-2400/311, ext. 29999.</p>
<p>Tennis Facilities (exterior) Maintenance</p> <p>Landscaping</p>	<p>Tree pruning and grass cutting will be completed by the City.</p>	<p>To perform general upkeep to the tennis courts including sweeping, garbage pickup and power cleaning if desired.</p> <p>Hedge trimming is the responsibility of the club.</p>

<p>Tennis Facilities (exterior) Repair</p>	<p>Repair existing fencing and fence posts surrounding courts. *</p> <p>Perform major structural repairs according to lifecycle renewal schedule. *</p> <p>Replace/repair existing road signage.</p> <p>* Any maintenance and repair requests will be prioritized and completed based on lifecycle renewal schedule, budget availability and health and safety concerns.</p>	<p>To yearly maintain and repair the tennis court surface, as required, keeping the court safe for all users.</p> <p>To maintain, repair, and where required, replace the following: bases, sleeves, nets, net posts, cranks, signs, and windscreens.</p> <p>If immediate repairs outside of this scope are required, promptly advise the City of Ottawa 24-hour Client Service Centre 580-2400/311, ext. 29999.</p>
<p>Vandalism</p>	<p>To ensure that incident reports for acts of vandalism (including, wildlife) are completed and reported.</p>	<p>To remove all graffiti.</p> <p>To promptly report to any requirements for critical maintenance that could result in injury or further damage to the facilities by contacting the City of Ottawa 24 hour Client Service Center at 580-2400/311, ext. 29999.</p>
<p>Lighting</p>	<p>Courtside - Individual burnt lamps/ballasts are to be replaced by the City as part of operations.</p> <p>Fixtures are replaced at end of lifecycle by operations or if capital works, are planned.</p>	<p>Interior lightbulbs/ballasts etc. are to be replaced by the club as part of maintenance and upkeep.</p> <p>Any upgrade to court lighting the City will invoice the Club for materials and manpower.</p>
<p>Contractors</p>	<p>To review the design and construction of any upgrades or enhancements requested by the Club.</p>	<p>Any contractor that the club wants to engage with must be vetted by the City.</p>

16. Lifecycle

Lifecycle renewal

Major capital projects, community partnerships

Responsibility	City of Ottawa	Tennis Club
<p>Capital - Major replacements and repairs</p>	<p>Priorities for capital expenditures are to be established by the City based on anticipated lifecycle, available budget approved by Council, and assessment of competing priorities.</p>	
<p>Community Partnership</p>	<p>To respond to park enhancement inquiries and to review applications.</p>	<p>The Club may apply for major and minor capital partnership program grant for park improvements (deadlines: May 1 and October 1)</p>

17. Financial Obligations

Financial

Upgrades, utilities, payments

Responsibility	City of Ottawa	Tennis Club
Upgrades		To cover the cost of replacement or upgrade to existing surfacing such as specialty surfaces, "Plexipave", and decks. To pay for any additional upgrades or enhancements to the tennis facility.
Utilities	To cover the cost of water service charges (exception TCWO).	To cover the cost of hydro, internet and telephone. To cover the cost of water service charges (TCWO – year round).
Payments	Charge tennis clubs for repairs and maintenance for individual service types less than \$300.00.	Pay for repairs and maintenance for individual service types less than \$300.00.

18. Indemnification and Insurance Requirements

- (a) The Club shall indemnify and save harmless the City from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the City may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Club its directors, employees, volunteers, contractors and agents under this Agreement, or their failure to adhere to the terms and conditions set out in this Agreement or in relation to the use of the Tennis Facilities.
- (b) The City shall indemnify and save harmless the Club from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Club may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the City its directors, employees, volunteers, contractors and agents under this Agreement, or their failure to adhere to the terms and conditions set out in this Agreement or in relation to the use of the Tennis Facilities.
- (c) The Club shall be responsible for securing and maintaining insurance coverage during the Term of this Agreement, as follows:
- a. Commercial General Liability insurance acceptable to the City and subject to limits of not less than two million (\$2,000,000) per occurrence for bodily injury, death, damage to property and loss of use thereof. The insurance policy shall contain coverage for:
 - i. Premises, Property and Operations Liability
 - ii. Products and Completed Operations Liability
 - iii. Liability with respect to non-owned licensed motor vehicles, where applicable to the operation of the Club under the Agreement
 - iv. Tenants Legal Liability (Broad Form) coverage to the replacement value of the space occupied.
 - v. Contingent Employers Liability
 - vi. Liquor Law Liability (if applicable)
 - vii. Personal Injury Liability
 - viii. Cross Liability
 - ix. Severability of Interest Clause
 - x. Blanket Contractual Liability.
 - b. Such Commercial General Liability insurance coverage shall be in the name of the Club and shall name the City of Ottawa as an additional insured thereunder.
 - c. The above insurance coverage shall contain an endorsement to provide the City with thirty (30) days' notice of any cancellation or material change to the coverage.

- d. The Club shall ensure evidence of insurance, in the form of a Certificate of Insurance, is provided to or made available to the City upon execution of the agreement, and annually thereafter on the renewal date, confirming such insurance policy is in good standing.
- e. As determined by the City, the Club agrees that it may be required to increase the liability limits required or to provide and maintain additional insurance coverage related to the requirements of this Agreement.
- f. To provide and maintain, during the term of the Agreement, Broad Form Property insurance coverage for owned/leased property belonging to the Club. The City shall not be responsible for loss or damage to owned/leased property belonging to the Club, its members and representatives. If requested by the City, satisfactory evidence of such insurance coverage shall be provided.
- g. All contractors shall maintain insurance coverage equivalent to that of the Tennis Clubs and the policies shall name the Tennis Clubs and the City of Ottawa as additional insured. Evidence of such insurance policies shall be on file with the Tennis Clubs .

19. Entire Agreement & Province

The Parties agree that this Agreement, together with the Appendices, forms the entire Agreement between the parties and that this Agreement supersedes any previous terms, conditions or agreements between the Parties, whether written or oral.

The Parties agree that this Agreement is in all respects entered into pursuant to the laws of the Province of Ontario.

IN WITNESS THEREOF the Parties hereto have executed this Agreement.

Tennis Club

Name of Club: _____

Signature of Club representative Date

I have the authority to bind and execute this Agreement on behalf of the Club.

Witness's Name (Please Print) Date

Witness's Signature

Club representative print your name: _____

Position held by representative: _____

Club mailing address: _____

Club telephone number: _____

Club e-mail address: _____

City of Ottawa

Signature of Director, Dir, Aquatic, Splzcd & City Wide Prgs Date
Recreation, Culture & Facility Services

I have the authority to bind the City.

Mailing Address: c/o City Wide Sports,
100 Constellation Cres.,
Ottawa, ON, K2G 6J8

Appendices

- A. Ottawa Paramedic Service PAD Oversight Agreement
- B. Incident Reporting and Quick Reference Guide
- C. Operating Budget
- D. Membership Fee Structure
- E. Club Executive List
- F. Volunteers & Police Record Checks
- G. Reporting

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Appendix A:

Ottawa Paramedic Service PAD Oversight Agreement



PAD Oversight
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Appendix B:

Incident Reporting and Quick Reference Guide

Quick Reference Guide

This guide is provided as a courtesy by the City of Ottawa as a reference tool for the Club. Any questions regarding the information, hints and suggestions in the Guide may be addressed to your City contact person.

Claim and Incident Reporting “Do’s and Don’ts” Hints

DO’S	DON’TS
<p>DO stay as calm as possible.</p> <p>DO check for injured persons. Assist the injured or seriously ill person(s), only as far as to prevent further injury or damage. Provide first aid (only if qualified) or provide comfort if required.</p> <p>DO call ‘911’ when Police, Ambulance, Fire etc. assistance is required. Please note if you are using a telephone that requires you to press ‘9’ to get a dial tone, you must then dial ‘9-911’. REMEMBER to maintain a “state of calm” and:</p> <ul style="list-style-type: none"> * Speak slowly and clearly * Listen carefully to the questions the dispatcher is asking and answer the questions asked. * Questions may include, which emergency service is required; Ambulance, Police or Fire? <p>Provide the following information on this form now to prepare you for an emergency.</p> <p>Area of the City: Identify your Ward: _____</p> <p>Park/Facility name: _____</p> <p>Fill in Address: _____</p> <p>Nearest cross street/road: _____</p> <p>Facility Telephone #: _____</p> <ul style="list-style-type: none"> ▪ Provide the nature of the emergency ▪ Describe the # of persons injured ▪ Whether they are conscious ▪ Can they breathe - Yes/No ▪ If yes, is there a blockage to prevent them from breathing ▪ Do they have a pulse – Yes/No ▪ Are they bleeding and where ▪ Provide your name ▪ Advise the ‘911’ dispatcher the door/entrance location in the facility where you will meet the emergency personnel. ▪ The ‘911’ dispatcher will give you an estimated time of arrival and will advise you to call back should the condition/situation worsen. <p>* Hang Up</p> <p>*Once ‘911’ has been called, the telephone line must not be used until emergency personnel have arrived. You must not use the telephone in case the dispatcher needs to call you back for clarification.</p> <p>*Meet, or assign someone to meet, the emergency personnel at the designated location and direct them to the scene of the incident.</p> <p>DO call the following emergency numbers when assistance is required. Poison Information Center 613-737-1100 Children’s Hospital 613-737-7600, City of Ottawa Hotline 613-580-2458, Hospital telephone # closest to your facility: _____</p> <p>DO what is necessary to make the site reasonably safe, while at the same time preserving evidence.</p> <p>DO obtain names and addresses of all people involved in the accident.</p> <p>DO obtain names and addresses of any witnesses.</p> <p>DO advise the designated staff of all incidents within 24 hours of the incident.</p> <p>DO advise the City of Ottawa representative responsible for the facility/park at: _____ within 24 hours of all incidents and provide the City representative with a copy of the completed Incident Report.</p>	<p>DO NOT attempt to administer first aid or move an injured person if you are not qualified to do so.</p> <p>DO NOT transport any seriously injured parties.</p> <p>DO NOT make any admissions of liability in respect of the incident.</p> <p>DO NOT discuss the accident with anyone other than the authorized investigators such as the City’s Corporate Security representative, Police or the assigned Insurance Claims Adjuster.</p> <p>DO NOT discuss the incident with the media. Refer them to the City of Ottawa representative responsible for the facility</p> <p>DO NOT obtain written statements from injured parties or the witnesses. Leave that to the professional Claims Investigators; however, do obtain their name, address and telephone number.</p> <p>DO NOT interfere</p>

DO'S	DON'TS
<p>DO provide a concise narrative of what happened, including notification of how or by whom you were informed of the incident, and what action you took immediately and subsequently.</p> <p>DO remember to include factual information only. Opinions or judgments must not be part of the report.</p> <p>DO advise your Insurance Broker of the incident in the event a claim may arise</p> <p>DO cooperate with the City's Corporate Security representative, police, investigating authorities and the insurance companies involved.</p> <p>DO promptly report to the City representative responsible for your facility/park requirements for critical building/park maintenance that could result in injury or further damage to the facility/park. If immediate repairs are required after regular hours of work, promptly advise the City of Ottawa 24 Hour Contact Centre at 311.</p> <p>DO refer all enquiries from lawyers representing individuals to claims@ottawa.ca and your Insurance Broker.</p>	<p>with the City of Ottawa's Corporate Security representative or the Police investigation.</p> <p>DO NOT remove anything from the scene of the accident.</p> <p>DO NOT provide written opinions on any incident reports regarding how the accident could have been prevented.</p>

Critical Injury Definition

Critical injury, as defined under the Ontario Occupational Health and Safety Act and Regulations, is an injury of a serious nature that:

- Places life in jeopardy
- Produces unconsciousness
- Results in substantial loss of blood
- Involves the fracture of a leg or arm (but not a finger or a toe)
- Involves the amputation of a leg, foot, arm or hand (but not a finger or a toe)
- Consists of burns to a major portion of the body, or
- Causes the loss of sight in an eye(s)

Major Incident Definition

Medical Emergencies:

- All incidents that require immediate action and further medical attention.
- Exposure to hazardous materials such as ammonia leaks, chlorine gas leaks, noxious fumes.

Non-Medical Emergencies:

- Facility related incidents to include operational complaints, physical or safety standards of facility, fire, smoke, water escape, structural and roof collapse
- Missing child/adult, police arrest, bomb threats
- Criminal offences to include allegations of abuse, theft, violence, harassment such as sexual and physical assault, aggression
- Emotional or physical reaction to a critical crisis situation or experience.

Minor Incident Definition

- Simple first-aid injuries not requiring further medical attention, i.e. minor cuts, scrapes, bleeding nose
- Isolated theft and vandalism incidents under \$200.00
- Removal of participants from the program for being defiant.

Appendix C:

Example Operating Budget

Club: _____

Year: _____

REVENUES	Current Year	Total	Next Year	Total
Surplus (previous year)				
Memberships				
Programming (Lessons/Clinics/Tournaments)				
Court fees				
Other Income (Specify				
Sponsorship				
Socials				
Bank Interest				
TOTAL REVENUES				

EXPENSES				
Deficit (previous year)				
Hydro				
Telephone/internet/security				
Insurance				
Office Supplies(i.e. Postage)				
Bank Charges				
Membership Fees				
Advertising				
Awards				
Social/Special Events				
Interior/Facility Maintenance				
Exterior/Court Maintenance				
Equipment Maintenance				
Instructor Fees, Wages				
Loan Payment				
Other Expenses				
TOTAL EXPENSES				
SURPLUS/DEFICIT				

Appendix D:

Membership Fee Structure

Club: _____

Year: _____

Membership Type	Cost (CAD)
Family	
Adults	
Seniors	
Young Adults	
Juniors	
Guest	
Other	

Membership Type	Definition
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

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Appendix E:
Club Executive List

Club Name: _____

Address: _____

Website: _____

E-mail: _____

Club Executive			
Position	Name	E-mail	Phone

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Appendix F:

Volunteers

Clubs rely on volunteers to enhance operations by providing knowledge, expertise, and many hours of dedicated time. Organizations are becoming increasingly aware of their obligations to provide services that are well managed and as free from risk as possible.

Screening is used to select volunteers for specific roles, and it should continue as long as a volunteer is involved with an organization. The 10 steps of screening give clear guidelines for developing screening policies. These policies show an organizations commitment to volunteer engagement. <https://volunteer.ca/screening>

10 Steps of Screening

1. Assessment
2. Position – Assignment
3. Recruitment
4. Application
5. Interview
6. References
7. Police Checks
8. Orientation and Training
9. Support and Supervision
10. Follow-up and Feedback



Volunteer Position
Description for Com

Police Record Checks

For information on how to obtain a Police Record Check, contact Ottawa Police.

<https://www.ottawapolice.ca/en/contact-us/Police-Record-Checks.asp>

Appendix G:

Reporting

Send in the following via email to tennis@ottawa.ca or to your tennis representative with the City.

At the start of this agreement (May 1, 2018)

- | | |
|---------------------|-------------|
| 1. Club Executive | May 1, 2018 |
| 2. Signed Agreement | May 1, 2018 |

Annually

- | | |
|----------------------------------|--------------------------|
| 1. Financial & Membership Report | December 31 of each year |
| 2. Insurance | May 1 of each year |

As needed

1. Changes to club executive or contact information
2. Changes to constitution or by-laws
3. Changes to membership fee structures

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