

CITY OF HAMILTON

**Community Services Department
Recreation Division**

TO: Chair and Members Emergency and Community Services Committee	WARD(S) AFFECTED: WARD 12
COMMITTEE DATE: June 8, 2011	
SUBJECT/REPORT NO: Rental Fees for the Use of the Ancaster Lion's Outdoor Pool Building on Jerseyville Road (CS11039) (Ward 12) (Outstanding Business List Item)	
SUBMITTED BY: Joe-Anne Priel General Manager Community Services Department	PREPARED BY: Mary Jo Harris 905-546-2424 ext 4755
SIGNATURE:	

RECOMMENDATION

- (a) That Council not support a reduction to the completed Ancaster Montessori School contract as outlined in Appendix A to Report CS11039 for the rental of the Ancaster Lions Outdoor Pool.
- (b) That item W "Rental Fees for the use of the Lion's Outdoor Pool Building on Jerseyville Road" be removed from the Outstanding Business List.

EXECUTIVE SUMMARY

City Council at its meeting of December 15, 2010, received correspondence (attached as Appendix B to Report CS11039) from Ms. Daylene Lumis and Ms. Brita Lumis (owner and administrator of the Ancaster Montessori School) requesting a rate reduction from their signed contract (attached as Appendix A to Report CS11039). The correspondence was received and referred to the General Manager of the Community Services Department for a report to the Emergency and Community Services Committee. Over the past four months Recreation staff have reviewed all relevant

SUBJECT: Rental Fees for the Use of the Ancaster Lion's Outdoor Pool Building on Jerseyville Road (CS11039) (Ward 12) - Page 2 of 4

correspondence, consulted with internal staff on available options and developed the recommendation as outlined in this report.

Staff recommend the Ancaster Montessori School request for a reduction in the rental rate for the use of the Ancaster Lion's Outdoor Pool be denied as the reduction of hourly rates as outlined in the Ancaster Montessori School correspondence (attached as Appendix B to Report CS11039) could be considered in violation of section 106 "Assistance Prohibited" of the *Municipal Act 2001* as advised by City of Hamilton Legal Services staff.

Alternatives for Consideration – Not Applicable

FINANCIAL / STAFFING / LEGAL IMPLICATIONS

Financial: There are no financial implications associated with the recommendations for report CS11039.

Staffing: There are no staffing implications associated with the recommendations for report CS11039.

Legal: There are no legal implications associated with the recommendations for report CS11039.

HISTORICAL BACKGROUND

In September 2010, Ms. Brita Lumis signed the City of Hamilton rental contract (attached as Appendix A to Report CS11039) which outlines the conditions of use, rental dates (October 4, 2010 - January 31, 2011), rental rates (\$22,680.00), and taxes (\$2,948.25).

The Ancaster Montessori School was asked by the property landlord (property located at Book Road & Southcote Road) with very short notice, to vacate the property during their planned construction which was originally scheduled for completion over the summer months. The use of the Ancaster Lion's Outdoor Pool Building commenced on October 4, 2010, originally scheduled to end on January 31, 2011, however, was extended to March 11, 2011 (extended contract attached as Appendix C to report CS11039).

In October 2010, Ms. Brita Lumis sent a letter and a Facility fee Waiver Form requesting a reduction in rental rates for their rental contracts (attached as Appendix B to Report CS11039) to reduce their business costs. The Ancaster Montessori School requested a rate reduction to their signed contract (attached as Appendix B to Report CS11039) and proposed four alternate rates, retroactive to the start of their contract, October 4, 2010.

SUBJECT: Rental Fees for the Use of the Ancaster Lion's Outdoor Pool Building on Jerseyville Road (CS11039) (Ward 12) - Page 3 of 4

This correspondence was received by Council on December 15th, 2010 and referred to the General Manager of Community Services for a report to the Emergency and Community Services Committee (noted as item W "Rental Fees for the use of the Lion's Outdoor Pool Building on Jerseyville Road" on the Outstanding Business List).

POLICY IMPLICATIONS

There are no policy implications associated with report CS11039.

RELEVANT CONSULTATION

City Manager's Office, Legal Services Division – Legal Services was consulted, and the advice received has been incorporated into this report. Legal Services advises that a reduction in the rental rate for the use of the Ancaster Lion's Outdoor Pool could be considered in violation of Section 106 "Assistance Prohibited" of the *Municipal Act 2001* which states:

"106 Assistance Prohibited

- (1) Despite any Act, a municipality shall not assist directly or indirectly any manufacturing business or other industrial or commercial enterprise through the granting of bonuses for that purpose. 2001, c. 25, s. 106 (1).
- (2) Without limiting subsection (1), the municipality shall not grant assistance by,
 - (a) giving or lending any property of the municipality, including money;
 - (b) guaranteeing borrowing;
 - (c) leasing or selling any property of the municipality at below fair market value; or
 - (d) giving a total or partial exemption from any levy, charge or fee. 2001, c. 25, s. 106 (2)."

Section 106 of the *Municipal Act 2001* clearly prohibits assisting directly or indirectly by the granting of bonuses to a business, commercial or industrial enterprise, or the issuing of a partial exemption from any levy, charge or fee.

ANALYSIS / RATIONALE FOR RECOMMENDATION

On October 20th, 2010 the Ancaster Montessori School requested a rate reduction on their signed contract (attached as Appendix B to Report CS11039). In their letter they enclosed a facility Fee Waiver Form which shows in Section B that they do not meet the eligibility requirements for a fee waiver and are ineligible as a For-Profit organization.

SUBJECT: Rental Fees for the Use of the Ancaster Lion's Outdoor Pool Building on Jerseyville Road (CS11039) (Ward 12) - Page 4 of 4

Staff have concluded that a rate reduction could be considered in violation of section 106 "Assistance Prohibited" of the *Municipal Act 2001*. For this reason staff recommend that council not support a reduction to the completed Ancaster Montessori School contract (as outlined in Appendix A to Report CS11039) for the rental of the Ancaster Lions Outdoor Pool.

ALTERNATIVES FOR CONSIDERATION

There are no alternatives for consideration.

CORPORATE STRATEGIC PLAN

Focus Areas: 1. Skilled, Innovative and Respectful Organization, 2. Financial Sustainability, 3. Intergovernmental Relationships, 4. Growing Our Economy, 5. Social Development, 6. Environmental Stewardship, 7. Healthy Community

Skilled, Innovative & Respectful Organization

- ◆ More innovation, greater teamwork, better client focus

Financial Sustainability

- ◆ Financially Sustainable City by 2020
- ◆ Delivery of municipal services and management capital assets/liabilities in a sustainable, innovative and cost effective manner

APPENDICES / SCHEDULES

Appendix A to Report CS11039: City of Hamilton Rental Contract 45659

Appendix B to Report CS11039: Ancaster Montessori School correspondence October 20th, 2010

Appendix C to Report CS11039: City of Hamilton Extended Rental Contract 45659

Printed: 30-Sep-10, 02:08 PM

User: gvielber

The City of Hamilton

Recreation Division
77 James St. North,
Suite 400 PO Box 2440, LCD1
Hamilton ON L8R 2K3
Web Page - www.city.hamilton.on.ca

Rental Contract / Invoice GST #889323218RT

revised

Contract #: 45659
Date: 30-Sep-10

User: defuller
Status: Firm

ii) Conditions of Use

The Lions Outdoor Pool is a "NON SMOKING" facility.

Rentee to be aware that liability insurance coverage is encouraged as the rentee is responsible for any liabilities incurring during the rental. If desired AllSport Insurance is available through the City of Hamilton, please forward enquiries to Chris Gauthier at Ancaster Aquatic Centre 905-546-2424x1063.

Rentee is to provide copy of insurance certificate in which the City of Hamilton is listed as an additional insured. Rec'd *BS*

NOT APPLICABLE

Rental group is responsible for the setup and takedown before and after their event and within the rented hours on their permit. There are tables and chairs available. Initial here: *MC*

Rentee is to provide all necessary equipment.

Any damages to the facility &/or equipment will be incurred by the rentee.

Rentee is to provide adult supervision in all areas of the facility.

Candles on tables must be enclosed in a glass hurricane or floating in water.

Rentee is to place all garbage in appropriate containers and return room back to its original condition.

Rentee isto comply with all City of Hamilton fire codes and regulations.

I hereby acknowledge that there will be no alcohol present during this rental. Initial here *BS*

If renting a kitchen/servery as a portion of your rental be informed that the space known as the kitchen/servery is not for the purpose of cooking food, rather all food is to be cooked outside of the Lions Outdoor Pool as per the Public Health Act.

The undersigned has read and on behalf of the Licensee agrees to be bound by this Contract and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Contract on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

This document is both your Contract and Invoice. Please see point "v)" above for your payment dates and amounts. Please reference contract number 45659 with all inquiries, correspondence and payments.

All NSF cheques will be charged a \$28.50 handling fee.

X: *Brita Lumis*

Date: *September 30, 2010*

Brita Lumis
Ancaster Montessori School
522 Book Road East
Ancaster ON L9G 3L1

Name: *E. Vielber*
(City of Hamilton)

Date: *Sept 30/10*

Printed: 02-Nov-10, 04:02 PM

User: gvielber

The City of Hamilton

Recreation Division
 77 James St. North,
 Suite 400 PO Box 2440, LCD1
 Hamilton ON L8R 2K3
 Web Page - www.city.hamilton.on.ca

Rental Contract / Invoice GST #889323218RT

Contract #: **45659**
 Date: **02-Nov-10**

User: **defuller**
 Status: **Firm**

THE CITY OF HAMILTON RESERVES THE RIGHT TO CANCEL AND/OR ADJUST ANY RENTAL PERMIT.

Mailing Address:
 Ancaster Aquatic Centre, 47 Meadowbrook Road, Ancaster, Ontario L9G 4S8 Attention: Chris Gauthier

iii) Date and Times of Use # of Bookings: 77 Starting: Mon 04 Oct 10 07:30 AM Ending: Mon 31 Jan 11 05:30 PM Expected: 30

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Ancaster Lions Outdoor Pool - Room	Mon	04-Oct-10	07:30 AM	04-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	05-Oct-10	07:30 AM	05-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
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X : _____

Name: _____ (City of Hamilton)

Date: _____

Date: _____

Brita Lumis
 Ancaster Montessori School
 522 Book Road East
 Ancaster ON L9G 3L1

Printed: 02-Nov-10, 04:02 PM

User: gvielber

The City of Hamilton

Recreation Division
 77 James St. North,
 Suite 400 PO Box 2440, LCD1
 Hamilton ON L8R 2K3
 Web Page - www.city.hamilton.on.ca

Rental Contract / Invoice**GST #889323218RT**

Contract #: 45659		User: defuller	
Date: 02-Nov-10		Status: Firm	
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 Ancaster Montessori School
 522 Book Road East
 Ancaster ON L9G 3L1

Printed: 02-Nov-10, 04:02 PM

User: gviebler

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Rental Contract / Invoice

GST #889323218RT

Contract #: 45659
 Date: 02-Nov-10

User: defuller
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Description	Start Date	End Date	Start Time	End Time	Rate	Tax	Balance	Current
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iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$22,680.00	\$0.00	\$2,948.25	\$25,628.25	\$0.00	\$6,492.49	\$19,135.76	\$11,959.85
Contract Total: \$25,628.25							

Monthly booking charges due according to the following schedule.

Date	Amount
Thursday, Sep 30, 2010	\$6,492.49
Friday, Oct 1, 2010	\$7,517.62
Monday, Nov 1, 2010	\$4,442.23
Friday, Dec 31, 2010	\$7,175.91

Damage deposit Payable By: **Error**

Payment Type	Reference	Amount	Date	Receipt Number
Cheque	Rental	\$6,492.49	30-Sep-10	2709396

The undersigned has read and on behalf of the Licensee agrees to be bound by this Contract and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Contract on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

This document is both your Contract and Invoice. Please see point "v)" above for your payment dates and amounts. Please reference contract number 45659 with all inquiries, correspondence and payments.

All NSF cheques will be charged a \$28.50 handling fee.

X : _____

Name: _____
 (City of Hamilton)

Date: _____

Date: _____

Brita Lumis
 Ancaster Montessori School
 522 Book Road East
 Ancaster ON L9G 3L1

Printed: 02-Nov-10, 04:02 PM
User: qvielber

The City of Hamilton

Recreation Division
77 James St. North,
Suite 400 PO Box 2440, LCD1
Hamilton ON L8R 2K3
Web Page - www.city.hamilton.on.ca

Rental Contract / Invoice GST #889323218RT

Contract #: 45659
Date: 02-Nov-10

User: defuller
Status: Firm

v) Other Information

Due to proposed implementation of HST, effective July 1, 2010, this contract will not indicate the correct taxes for dates crossing over and beyond July 1, 2010. Contracts will be re-issued with the corrected taxes once the HST has been passed by the Federal Government.

The undersigned has read and on behalf of the Licensee agrees to be bound by this Contract and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Contract on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

This document is both your Contract and Invoice. Please see point "v)" above for your payment dates and amounts. Please reference contract number 45659 with all inquiries, correspondence and payments.

All NSF cheques will be charged a \$28.50 handling fee.

X : _____

Name: _____
(City of Hamilton)

Date: _____

Date: _____

Brita Lumis
Ancaster Montessori School
522 Book Road East
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77 James St. North,
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Web Page - www.city.hamilton.on.ca

Rental Contract / Invoice GST #889323218RT

Contract #: 45659
Date: 02-Nov-10

User: defuller
Status: Firm

City of Hamilton, Recreation Division, hereby grants Ancaster Montessori School (hereinafter called the "Licensee") represented by Brita Lumis, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use General Rental
 Montessori School Rental

The undersigned has read and on behalf of the Licensee agrees to be bound by this Contract and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Contract on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

This document is both your Contract and Invoice. Please see point "v)" above for your payment dates and amounts. Please reference contract number 45659 with all inquiries, correspondence and payments.

All NSF cheques will be charged a \$28.50 handling fee.

X : _____

Name: _____
(City of Hamilton)

Date: _____

Date: _____

Brita Lumis
Ancaster Montessori School
522 Book Road East

Ancaster ON L9G 3L1



R.R.#2, 522 Book Road East Ancaster, Ontario L9G 3L1

October 20, 2010

To: The Councillors, City of Hamilton

We request that the matter of our rental fees, as explained herein, be placed on the agenda of the next Council meeting.

The Recreation Department has kindly, and after careful, lengthy consideration, permitted us, a preschool and daycare, to rent the Lion's Outdoor Pool building on Jerseyville Road, Ancaster, for four months, from October 1, 2010 until January 31, 2011. (We were asked by our landlord on Book Road at Southcote Road, on very short notice, to vacate the property during their planned construction, which they had originally hoped to complete over the summer.) This is a temporary solution only. We have signed an agreement to vacate by January 31, 2011, and not to post any sign.

The City has set an hourly rate, because in the past this facility has been rented out for events of several hours only, and not during winter. Now that a new monthly rental situation has arisen, the hourly rate is unreasonable and unjustified. For us, it is \$20,000 more than usual for four months.

Enclosed is the form we were asked to use, called Facility Fee Waiver. We are asking only for a considerable reduction of an hourly rate never intended for a monthly leasing application.

Besides this very high rent, we were required to pay an architect to verify/update the classification and suitability of this City property, and to increase our insurance coverage beyond normal nursery school requirements. We will pay all the utilities, and two months of snow removal at much greater expense than we would normally incur. We must rent a temporary fence, and rent office-type room dividers. Thus, we have several thousand dollars beyond rent, plus unknown utilities. One by one these expenses came to light mainly during August. School starts in September. We had no options. Normally, we share space and expenses with a church group, as many nursery schools must.

Then, we have had to reduce our number of licensed spaces by eleven at this Lion's Pool location, while feeling compelled to retain all the teachers (for now, two extra), whom the children and parents know and love. We need to maintain these teachers to fulfill our commitments to them, and to our families, providing the two classrooms that will need to continue in February, when we return to Book Rd. We will then be able to increase our numbers again. The significant reduction in our number of students on Jerseyville Rd. is required by the Ministry of Children and Youth Services for use of this space without erecting a genuine wall. We could not, upon short notice, erect a wall for the temporary use of this space. This effectively reduces our income by almost one third.

We are a small "for profit" specialized nursery/kindergarten, in 'competition' with: co-op nursery schools, other "for" and "not for" profit preschools and daycare providers, and large operations, including Hillfield Strathallan, who also offer an excellent Montessori option; and now, the public schools' full day kindergarten. (Our children are aged 27 months to 6 years, in mixed age groups.) We meet stringent licensing requirements, which do not apply equally to all our 'competitors'. We offer a specialized program requiring special teacher training. Montessori teacher training requires a bachelors degree plus one year of post-graduate work.

We are, in our 28th year, offering families of the "greater Ancaster" region: quality Montessori teachers and equipment, as green and pleasant a location as possible, a full time French teacher in each of two classrooms, a qualified music teacher, and recently, more flexible daycare hours, from 7:30 - 5:30; while keeping our fees relatively competitive.

We cannot easily or quickly find an institutional location in which to relocate, and we cannot increase prices mid-year, while also inconveniencing some parents by moving. We are not a business in the usual sense, offering 'widgets' or haircuts. We are working within the parameters of many regulations, while remaining committed to the children who will form our society. Families typically stay with us from three to six or more years. One unhappy family is a serious loss.

This is much more a community service than a recipe for profits, not that we don't wish for, and continually seek a safer margin. A financial statement or tax returns for the past several years, if required, would reveal that we by no means make a profit some years, though last year we made over \$25,000, our best year by far, of the past five. We struggle to offer the best possible learning environment. Now, confidentially, these expensive relocation challenges could put us out of business.

We do expect to pay more than we have elsewhere, and we do appreciate the City of Hamilton going beyond its usual mandate to make this unused space available in our time of urgent need. With all unanticipated costs and losses, we may be set back more than \$50,000, and take six to eight years to recover, if indeed we survive.

Therefore, we ask for your thoughtful consideration, in establishing a reasonable and fair rent, for this unique monthly leasing situation at the Lion's Outdoor Pool building. We thank you for the time this requires, and hope it need not be a long process. 'Time is money', of course.

For the City of Hamilton, this seems largely a windfall. The City is paying a janitor and providing some paper products. It may be, unless the pipes are usually drained and everything shut down in winter, that the school is carrying the City's usual minimal heating costs for four months, over and above our rent. The City's costs and benefits may, of course, not be clear to us.

Surely 'fair' would mean at least significantly less than average commercial rents on Wilson St., with signage out front. From our perspective, a reduction in hourly rate may work, because we only use the building about half of December. While it is not our intention to be presumptuous, but only to facilitate, we have set out some figures below to show clearly our current rent payments, with examples of some other possibilities:

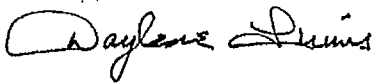
	Current Contract	1/3 Reduction Hourly	1/4 Reduction Hourly	\$4000 Monthly	\$5000 Monthly
October	\$6492.49	\$4328.33	\$4869.37	\$4000.00	\$5000.00
November	\$7517.62	\$5011.75	\$5638.22	\$4000.00	\$5000.00
December	\$4783.94	\$3189.29	\$3587.96	\$4000.00	\$5000.00
January	\$9909.59	\$6606.39	\$7432.19	\$4000.00	\$5000.00

Total	\$28,703.64	\$19,135.76	\$21,527.74	\$16,000.00	\$20,000.00
Monthly Average	\$7175.91	\$4783.94	\$5381.93	\$4000.00	\$5000.00
School Saves		\$9567.88	\$7175.90	\$12,703.64	\$8703.64

Kindly consider that, as we could not reach you earlier because of elections, any reduction should be retroactive to include October.

We, our teachers, parents and especially the children, thank you very sincerely.

Respectfully submitted by,



Daylene Lumis, owner

and



Brita Lumis, administrator

cc: Ancaster Councillor, Lloyd Ferguson

enc: Waiver Form
Contract with City of Hamilton

copy

FACILITY FEE WAIVER FORM

Date of application:

(dd/mm/yyyy) 20 October 2010

Note: Group(s) requesting a fee waiver MUST attach background information to have their fee waiver request considered or form will not be processed.

i.e. Number of years in existence, membership list, financial statement and purpose for this event.

Section A: Contact Information

Name of the organization: Ancaster Montessori School	Address: 522 Book Rd. E, R.R. 2 Ancaster, On. L9G 3L1
Contact Person: Brita Lumis	Position in Organization: Administrator
Phone Number (Day): (905) 648-0173	Phone Number (Evening): (905) 304-7829
E-mail address: brita@ancastermontessori.school.com	Fax Number: (905) 648-1509

Section B: Eligible Organizations – Please check applicable box. N.A.

- Affiliated Youth Organization
 Neighbourhood or Community Council or Association
 Not-for-Profit Community Group or Service Club (e.g. Rotary Club)

The following is ineligible:

Adult, For-Profit, College & University Athletics (Varsity & Intramural), Non-Resident Groups or Individuals

Section C: Purpose of the Event - Please Check the Applicable Box. N.A.

- Annual General Meeting
 Program Registration
 Volunteer Training
 One-Time event that is recreation-valued by City of Hamilton, Recreation Division
 Community –based tribute and civic recognition
- Not an event-

The following is ineligible:

Fundraising Events

Sequential meetings (daily, weekly, monthly, etc.)

Relief for permit fees for use of arenas, meeting rooms, playing fields and surfaces and gymnasiums

Section D: Does this Organization receive a Grant from the City?

Yes No

Please indicate the type and the amount of the Grant

\$

Section E: Facility Request

Facility/Centre Name: **Ancaster Lion's Outdoor Pool**

Do you have a rental contract?

Yes No

If Yes, Attach a copy and enter Contract # **45659**

Location: (i.e. gym, room etc.) **Upstairs Meeting Room with washrooms, partial kitchen
Main level office, room behind office, equipment storage & locker room**

Event Date:

Time 4 month rental | Fee Charged: (if any)

#28,703.64

+ utilities
+ snow removal

copy

Please provide details regarding the purpose of the event. (Please attach further detail if required.)

Rental agreement with preschool/daycare.

Temporary, four month, contract.

We believe hourly 'event' fees applied as monthly rent are inappropriate and excessive.

Letter of 3 pages attached.

Purpose is to continue to serve young children and their families with high quality service, and employ seven teachers, plus service contracts.

Do you have a liquor license?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No	Do you have insurance?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
What percentage of the proceeds is going to this organization?	N.A.		Insurance Company Name:	Policy Number:	
\$			(Ecclesiastical Ins. Office-ont)	SWG1007442	
			Address:	Phone #:	
			703 Evans Ave., Suite 203	(800) 668-4275	
			Toronto, On. M4C 5E9		

X Daylene Lumis
Applicant's Name (print)

X *Daylene Lumis*
Applicant's Signature

For Department Use Only

Base Rental Fee: \$	Fee Waiver:	<input type="checkbox"/> Approved	<input type="checkbox"/> Denied
Add Any Other Fees: \$	Amount Waiver: \$		
Total Fees For Event: \$	Account Number:		
X Supervisor's Signature	Date Approved:		
	Date Denied:		

SUPERVISOR'S COMMENTS:

X
Manager's Signature

X
Director's Signature - Approval

Application Check list:

Please make sure the following background information is attached to the application before submission:

- o Number of years in existence
- o Membership list
- o Financial statement

**KEY TERMS & CONDITIONS TO AN AGREEMENT
BETWEEN
THE CITY OF HAMILTON
AND
THE ANCASTER MONTESSORI SCHOOL**

The Agreement will define the responsibilities of the City of Hamilton and The Ancaster Montessori School in the operation of the building known as Ancaster Lions Club Pool located at 263 Jerseyville Road West, Ancaster, the key terms and conditions as follows:

RESPONSIBILITIES AND OBLIGATIONS OF ANCASTER MONTESSORI SCHOOL

Expenses

- Standard rental rate to be applied in the amount of \$30.24 + HST per hour of operation
- Pay all rates and charges for utilities to include electricity, gas, water and sewer, used in connection with the Premises or in connection with the use, operations or activities carried on by the Montessori School on the subject premises
- Shall supply and pay the cost of all program equipment and supplies
- Shall pay the cost of any licence for certification/association fees or similar required to operate the School
- Shall pay all costs associated with snow clearing and sanding/salting in connection with the building at a cost of \$1,050 per month effective December 1, 2010.
- Shall pay all costs associated with the construction, inspection, maintenance, repair, use and removal of fencing/equipment required for the outdoor space and ensure compliance with all By- Laws and regulations
- Shall make arrangements to have fence/equipment removed on February 1, 2010
- Shall pay all costs associated with the cleaning of carpets on the second floor
- Shall pay all costs associated with fence inspection if required through By-Law
- The City of Hamilton will assume all costs related to Fire Inspection compliance

Information Required

- The rental is conditional upon the Recreation Division receiving the following information
 - verification from the Ministry Of Children And Youth Services that all requirements observed as non-compliant during it's inspection on August 17, 2010 and outlined in it's subsequent inspection report are in full compliance
 - confirmation from the Ministry Of Children And Youth Services outlining it's approval of this site for the intended use
 - a copy of your license to operate a day care facility
 - a site plan showing the proposed location of the fence for the children's play area
 - details of the fence including height, construction, method for placement and securing of fence to surface area

- shall ensure that all materials, equipment and supplies delivered to the premises are neatly and safely stored or contained upon delivery and shall be so maintained until used up;
- without limiting or restricting the foregoing in any way, shall ensure that the premises are kept clear of slippery surfaces or of any other unsafe condition;
- shall take reasonable and required measures, including those required by authorities having jurisdiction, to protect public and those employed on the premises from bodily harm and to protect adjacent public and private property and the cities' property from damage
- shall ensure that all tools, equipment, supplies and materials are stored properly and in a safe and secure manner;
- shall ensure the use of only recognized, government-approved environmentally compatible and safe products, materials and application methods in its activities and operations upon the premises;
- shall provide the City any access codes and/or set of keys to doors, storage areas for emergency access purposes
- Shall give immediate notice, and written notice with complete details thereof, to the City of any accident, injury or harm to any person on or using the premises;

Liability Insurance

Agrees to obtain and maintain in force throughout the duration of the Licence, at its own cost and expense including the payment of all deductibles, the following policies of insurance for the specified limits, or such other policies of insurance or higher limits as the City acting reasonably and prudently may from time to time require:

- Commercial General Liability Insurance covering against any and all claims for bodily injury, including death, personal injury, and property damage or loss, including acts or omissions of Ancaster Montessori School, its employees, contractors, sub-contractors, agents and invitees and in a form and with an insurance company acceptable to the City. Such policies of insurance shall have a limit of coverage of not less than FIVE Million Dollars (\$5,000,000.00) per occurrence or such higher limits as the City, acting reasonably and prudently, may from time to time require. Such policies of insurance shall also name the City as an additional insured and shall include, but not be limited to the following: blanket contractual liability; land and premises liability; occupier's liability; completed operations liability; products liability; owners and contractors liability; non-owned automobile liability; cross-liability; host liquor liability and severability of interest provisions.
- Standard owners form automobile policy including third party liability insurance and at least One Million Dollars (\$1,000,000.00) inclusive limits, and accident benefits insurance, covering all licensed vehicles owned or operated on behalf of Ancaster Montessori School.
- Abuse/Sexual Molestation coverage of at least One Million Dollars (\$1,000,000.00) which shall include the City as an additional insured.

- proof of WSIB coverage (clearance certificate) and Commercial General Liability Insurance in the amount of Two Million Dollars (\$2,000,000.00) endorsed to include both Montessori School and the City Of Hamilton from the company installing/removing the temporary fence
- confirmation from the Niagara Escarpment Commission outlining their acceptance of the temporary fence on this property
- A copy of any other application that makes reference to 263 Jerseyville Rd.
- a letter stating your understanding that this is a temporary accommodation and that this building will not be available for your use after January 31, 2011

Approved Use and Purpose

- Covenants and agrees to use the premises solely and actively Monday to Friday between the hours of 7:30 a.m. and 5:30 p.m. during the term of the Licence for the purpose of a Montessori School. Ancaster Montessori School will conduct its business in accordance with the rules and regulations established by the City for the subject premises, from time to time and as notified by the City.
- Ancaster Montessori School shall not do anything or permit anything to be done on the premises which may constitute a nuisance, cause damage or loss or endanger the premises
- Shall ensure that any and all contractors performing or engaged to perform any capital work or repairs to the premises are pre-approved by the City in advance of commencing any such work or repairs and provide insurance naming the City as an additional insured party, that the contractors are qualified to do the intended works or repairs, and that all safety precautions, permits, laws and regulations are fully complied with at all times;
- Agrees that it shall not make any alterations whatsoever to the premises without the prior written approval of the City;
- No sign, advertisement, or notice of any type shall be inscribed, painted, affixed or erected by the School or any person on their behalf on the inside or outside of the Lions Club Pool without the express written approval of the Director of Recreation. If approval is given, all costs associated with approved signage and the removal of same at end of lease will be the responsibility of the School

Good Repair, Safety and Environmental Measures

- Without limiting or restricting in any way other responsibilities and obligations
 - shall ensure that all health and safety requirements are met and be responsible for ensuring that the premises are secured and safeguarded at all times
 - strict compliance with all applicable health and safety requirements, by-laws and regulations and any conditions that the City may impose
 - shall at all times keep the premises and any buildings, structures, erections or improvements thereon reasonably clean and free from debris, discarded or unnecessary materials, equipment or supplies, empty containers and all other unsightly or potentially dangerous rubbish;

RESPONSIBILITIES AND OBLIGATIONS OF THE CITY OF HAMILTON

- Repair and maintain the building and facility, including cleaning and caretaking
- Contract for the provision of snow clearing, and salting of parking lot effective December 1, 2010
- Provide maintenance and certification of all fire safety equipment
- Interior maintenance of the premises, which shall include maintenance and repair of the mechanical systems, such as the heating and ventilation systems

TERM OF AGREEMENT

The City proposes to grant the use of the premises on an interim basis terminating on January 31, 2010

- No legal title or leasehold interest in the Premises shall be deemed or construed to have been created or vested in the Licensees by anything contained in this Agreement
- The Licensees will not register this Agreement or notice thereof against title to the lands or any part thereof
- If the Licensee fails to meet it's obligations as outlined in the Agreement the city may terminate the Agreement immediately and shall not be responsible for any loss, expense, costs, charges, damages or liability which may be incurred by the Licensee due to the termination of the Agreement

SIGNATURE: Brita Lumis
ANCASTER MONTESSORI SCHOOL

SIGNATURE: Jason Rossiter
CITY OF HAMILTON

PRINT NAME: Brita Lumis

PRINT NAME: Jason Rossiter

DATE: September 29th 2010

DATE: October 1st 2010



Rental Contract / Permit

Printed: 01-Mar-11, 02:02 PM
User: defuller

Contract #: 45659	User: defuller
Date: 12-Jul-10	Status: Firm

City of Hamilton, Recreation Division, hereby grants Ancaster Montessori School (hereinafter called the "Licensee") represented by Brita Lumis, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

i) Purpose of Use General Rental
 Montessori School Rental

ii) Conditions of Use The Lions Outdoor Pool is a "NON SMOKING" facility.

Rentee to be aware that liability insurance coverage is encouraged as the rentee is responsible for any liabilities incurring during the rental. If desired AllSport Insurance is available through the City of Hamil please forward enquiries to Chris Gauthier at Ancaster Aquatic Centre 905-546-2424x1083.

Rentee is to provide copy of insurance certificate in which the City of Hamilton is listed as an additional insured. Rec'd _____

Rental group is responsible for the setup and takedown before and after their event and within the rent hours on their permit. There are tables and chairs available. Initial here: _____

Rentee is to provide all necessary equipment.

Any damages to the facility &/or equipment will be incurred by the rentee.

Rentee is to provide adult supervision in all areas of the facility.

Candles on tables must be enclosed in a glass hurricane or floating in water.

Rentee is to place all garbage in appropriate containers and return room back to its original condition.

Rentee is to comply with all City of Hamilton fire codes and regulations.

I hereby acknowledge that there will be no alcohol present during this rental. Initial here _____

If renting a kitchen/servery as a portion of your rental be informed that the space known as the kitchen/servery is not for the purpose of cooking food, rather all food is to be cooked outside of the Lion Outdoor Pool as per the Public Health Act.

THE CITY OF HAMILTON RESERVES THE RIGHT TO CANCEL AND/OR ADJUST ANY RENTAL PERMIT.

iii) Date(s) and Time(s) of Use

Mailing Address: Ancaster Aquatic Centre, 47 Meadowbrook Road, Ancaster, Ontario L9G 4S8 Attention: Chris Gauthier
of Bookings: 104 Starting: Mon 04 Oct 10 07:30 AM Expected: 30
Ending: Fri 11 Mar 11 05:30 PM

Facility/Equipment	Day	Start Date	Start Time	End Date	End Time	Fee	XFee	Tax	Total
Ancaster Lions Outdoor Pool - Room	Mon	04-Oct-10	07:30 AM	04-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	05-Oct-10	07:30 AM	05-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	06-Oct-10	07:30 AM	06-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71

Printed: 01-Mar-11, 02:02 PM
User: defuller

Rental Contract / Permit

Contract #:		45659		User:		defuller			
Date:		12-Jul-10		Status:		Firm			
Ancaster Lions Outdoor Pool - Room	Thu	07-Oct-10	07:30 AM	07-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	08-Oct-10	07:30 AM	08-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	12-Oct-10	07:30 AM	12-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	13-Oct-10	07:30 AM	13-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	14-Oct-10	07:30 AM	14-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	14-Oct-10	05:30 PM	14-Oct-10	08:00 PM	\$0.00	\$0.00	\$0.00	\$0.00
Ancaster Lions Outdoor Pool - Room	Fri	15-Oct-10	07:30 AM	15-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	18-Oct-10	07:30 AM	18-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	19-Oct-10	07:30 AM	19-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	20-Oct-10	07:30 AM	20-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	21-Oct-10	07:30 AM	21-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	22-Oct-10	07:30 AM	22-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	25-Oct-10	07:30 AM	25-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	26-Oct-10	07:30 AM	26-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	27-Oct-10	07:30 AM	27-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	28-Oct-10	07:30 AM	28-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	29-Oct-10	07:30 AM	29-Oct-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	01-Nov-10	07:30 AM	01-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	02-Nov-10	07:30 AM	02-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	03-Nov-10	07:30 AM	03-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	04-Nov-10	07:30 AM	04-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	05-Nov-10	07:30 AM	05-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	08-Nov-10	07:30 AM	08-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	09-Nov-10	07:30 AM	09-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	10-Nov-10	07:30 AM	10-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	11-Nov-10	07:30 AM	11-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71

Printed: 01-Mar-11, 02:02 PM
User: defuller

Rental Contract / Permit

Contract #: 45659		User: defuller							
Date: 12-Jul-10		Status: Firm							
Ancaster Lions Outdoor Pool - Room	Fri	12-Nov-10	07:30 AM	12-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	15-Nov-10	07:30 AM	15-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	16-Nov-10	07:30 AM	16-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	17-Nov-10	07:30 AM	17-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	18-Nov-10	07:30 AM	18-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	19-Nov-10	07:30 AM	19-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	22-Nov-10	07:30 AM	22-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	23-Nov-10	07:30 AM	23-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	24-Nov-10	07:30 AM	24-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	25-Nov-10	07:30 AM	25-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	26-Nov-10	07:30 AM	26-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	29-Nov-10	07:30 AM	29-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	30-Nov-10	07:30 AM	30-Nov-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	01-Dec-10	07:30 AM	01-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	02-Dec-10	07:30 AM	02-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	03-Dec-10	07:30 AM	03-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	06-Dec-10	07:30 AM	06-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	07-Dec-10	07:30 AM	07-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	08-Dec-10	07:30 AM	08-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	09-Dec-10	07:30 AM	09-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	09-Dec-10	05:30 PM	09-Dec-10	09:00 PM	\$0.00	\$0.00	\$0.00	\$0.00
Ancaster Lions Outdoor Pool - Room	Fri	10-Dec-10	07:30 AM	10-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	13-Dec-10	07:30 AM	13-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	14-Dec-10	07:30 AM	14-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	15-Dec-10	07:30 AM	15-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	16-Dec-10	07:30 AM	16-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71

Printed: 01-Mar-11, 02:02 PM
User: defuller

Rental Contract / Permit

Contract #: 45659		User: defuller							
Date: 12-Jul-10		Status: Firm							
Ancaster Lions Outdoor Pool - Room	Fri	17-Dec-10	07:30 AM	17-Dec-10	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	03-Jan-11	07:30 AM	03-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	04-Jan-11	07:30 AM	04-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	05-Jan-11	07:30 AM	05-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	06-Jan-11	07:30 AM	06-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	07-Jan-11	07:30 AM	07-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	10-Jan-11	07:30 AM	10-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	11-Jan-11	07:30 AM	11-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	12-Jan-11	07:30 AM	12-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	13-Jan-11	07:30 AM	13-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	14-Jan-11	07:30 AM	14-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	17-Jan-11	07:30 AM	17-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	18-Jan-11	07:30 AM	18-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	19-Jan-11	07:30 AM	19-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	20-Jan-11	07:30 AM	20-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	21-Jan-11	07:30 AM	21-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Wed	26-Jan-11	07:30 AM	26-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Thu	27-Jan-11	07:30 AM	27-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Fri	28-Jan-11	07:30 AM	28-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Mon	31-Jan-11	07:30 AM	31-Jan-11	05:30 PM	\$302.40	\$0.00	\$39.31	\$341.71
Ancaster Lions Outdoor Pool - Room	Tue	01-Feb-11	07:30 AM	01-Feb-11	05:30 PM	\$308.40	\$0.00	\$40.09	\$348.49
Ancaster Lions Outdoor Pool - Room	Wed	02-Feb-11	07:30 AM	02-Feb-11	05:30 PM	\$308.40	\$0.00	\$40.09	\$348.49
Ancaster Lions Outdoor Pool - Room	Thu	03-Feb-11	07:30 AM	03-Feb-11	05:30 PM	\$308.40	\$0.00	\$40.09	\$348.49
Ancaster Lions Outdoor Pool - Room	Fri	04-Feb-11	07:30 AM	04-Feb-11	05:30 PM	\$308.40	\$0.00	\$40.09	\$348.49
Ancaster Lions Outdoor Pool - Room	Mon	07-Feb-11	07:30 AM	07-Feb-11	05:30 PM	\$308.40	\$0.00	\$40.09	\$348.49
Ancaster Lions Outdoor Pool - Room	Tue	08-Feb-11	07:30 AM	08-Feb-11	05:30 PM	\$308.40	\$0.00	\$40.09	\$348.49

Printed: 01-Mar-11, 02:02 PM
User: defuller

Rental Contract / Permit

Contract #: 45659		User: defuller
Date: 12-Jul-10		Status: Firm
Ancaster Lions Outdoor Pool - Room	Wed	09-Feb-11 07:30 AM 09-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Thu	10-Feb-11 07:30 AM 10-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Fri	11-Feb-11 07:30 AM 11-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Mon	14-Feb-11 07:30 AM 14-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Tue	15-Feb-11 07:30 AM 15-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Wed	16-Feb-11 07:30 AM 16-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Thu	17-Feb-11 07:30 AM 17-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Fri	18-Feb-11 07:30 AM 18-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Mon	21-Feb-11 07:30 AM 21-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Tue	22-Feb-11 07:30 AM 22-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Wed	23-Feb-11 07:30 AM 23-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Thu	24-Feb-11 07:30 AM 24-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Fri	25-Feb-11 07:30 AM 25-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Mon	28-Feb-11 07:30 AM 28-Feb-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Tue	01-Mar-11 07:30 AM 01-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Wed	02-Mar-11 07:30 AM 02-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Thu	03-Mar-11 07:30 AM 03-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Fri	04-Mar-11 07:30 AM 04-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Mon	07-Mar-11 07:30 AM 07-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Tue	08-Mar-11 07:30 AM 08-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Wed	09-Mar-11 07:30 AM 09-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Thu	10-Mar-11 07:30 AM 10-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49
Ancaster Lions Outdoor Pool - Room	Fri	11-Mar-11 07:30 AM 11-Mar-11 05:30 PM \$308.40 \$0.00 \$40.09 \$348.49

iv) Additional Fees

v) Payment Method

Rental Fees	Extra Fees	Tax	Rental Total	Damage Deposit	Total Applied	Balance	Current
\$31,018.80	\$0.00	\$4,032.24	\$35,051.04	\$0.00	\$35,051.04	\$0.00	\$0.00

Monthly booking charges due according to the following schedule.

Printed: 27-Jan-11, 09:03 AM
User: gvalber

Rental Contract / Permit

Contract #: 45659
Date: 12-Jul-10

User: defuller
Status: Firm

Monthly booking charges due according to the following schedule.

Date	Amount
Thursday, Sep 30, 2010	\$6,492.49
Friday, Oct 1, 2010	\$7,517.52
Monday, Nov 1, 2010	\$4,442.23
Friday, Dec 31, 2010	\$6,492.49
Saturday, Jan 1, 2011	\$6,999.80
Tuesday, Feb 1, 2011	\$3,136.41

Payment Type	Reference	Amount	Date	Receipt Number
Cheque	Rental	\$6,492.49	30-Sep-10	2709395
Cheque	Rental	\$4,442.23	11-Nov-10	2741982
Cheque	Rental	\$3,075.35	18-Nov-10	2747585
Cheque	Rental	\$4,442.23	01-Dec-10	2752064

- vi) Other Information
- vii) Additional Notes

Room - Ancaster Lions Outdoor Pool

The undersigned has read and on behalf of the Licensee agrees to be bound by this Permit/License and the Terms and Conditions contained herein and attached hereto, and hereby warrants and represents that he/she executes this Permit/License on behalf of the Licensee and has sufficient power, authority and capacity to bind the Licensee with his/her signature.

X: *Britta Lumls*
Britta Lumls
 Ancaster Montessori School
 522 Brook Road East
 Ancaster ON L9C 3L1
 Canada
 Home: () Business: (905)648-0173
 Fax: (905)648-1509
 Date: *January 31, 2011*

X: *Debra Fuller*
 Name: *Debra Fuller*
 Title: *Lifeguard I*
 City of Hamilton, Recreation Division
 Date: *Feb 08/11*