

Re: Central Park Pitch and Putt
Contract with Trygve Wenn, Golf Professional

Following is a report from the Parks and Recreation Administrator regarding a contract for the operation of the Central Park Pitch and Putt Golf Course.

RECOMMENDATIONS:

1. THAT Council concur with the action taken by the Parks and Recreation Commission; and
2. THAT the Solicitor be directed to prepare a contract with Mr. Trygve Wenn for the operation of the Central Park Pitch and Putt as outlined in the report; and
3. THAT authorization be given to execute the contract on behalf of the Municipality.

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TO: MANAGER April 3, 1975.

FROM: PARKS & RECREATION ADMINISTRATOR

RE: CENTRAL PARK PITCH AND PUTT
CONTRACT WITH TRYGVE WENN, GOLF PROFESSIONAL

As you are aware, Burnaby has now taken over the administration and operation of Central Park for the Central Park Committee. The Parks and Recreation Commission wishes to operate this golf course in the same manner as the Kensington Park Pitch and Putt, i.e. under a contract with Mr. Trygve Wenn, Golf Professional (a copy of this contract is attached for your information.

The contract for Central Park Pitch and Putt will differ from the attached contract only in the following items:

1. The contract will cover the period March 1, 1975 to December 31, 1975 to keep it in line with the other contracts presently in force for the Burnaby Mountain Golf Course and the Kensington Pitch and Putt.
2. Cashier-Attendants will be provided for the following periods:
 - (i) March 1 - Dec. 31, 1975 - 1 cashier-attendant 40 hours/week
 - (ii) ~~March 1~~ ^{Sept 15} - Dec. 31, 1975 - 1 cashier-attendant 40 hours/week
 - (iii) Sept. 15 - Dec. 31, 1975 - 1 cashier-attendant 20 hours/week
3. Other minor changes will be made to accommodate the dates the contract covers, i.e. Annual statement including a balance sheet and profit and loss statement, certified by an Accountant, will only be required on the 1st day of March 1976 for the year ending the 30th day of November 1975.

The operation of the Central Park Pitch and Putt in the manner proposed will not cost the Central Park Committee any more than the cost of staff in 1974. Furthermore, it will eliminate any capital cost to Burnaby as Mr. Wenn will supply all clubs, balls and tees. All revenue from green fees will be credited to the Central Park Committee budget; Mr. Wenn will receive only the revenue from the sale of balls and tees.

The Commission authorized the contract with Trygve Wenn, as outlined above, at its meeting of March 5, 1975 and this action was ratified by the Central Park Committee at its meeting of March 18, 1975.

RECOMMENDATION

The Parks and Recreation Commission recommends that Council concur with its action and direct the Solicitor to draw up a contract with Mr. Trygve Wenn for the operation of the Central Park Pitch and Putt as outlined above.


Dennis Gaunt,
ADMINISTRATOR.

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attachment.

THIS AGREEMENT made in duplicate this 2nd day of
January, 1973.

BETWEEN:

THE CORPORATION OF THE DISTRICT OF BURNABY
(hereinafter called the "Corporation")

OF THE FIRST PART

AND:

TRYGVE M. WENN, Professional Golfer, of 7351
Coronado Drive, in the Municipality of Burnaby,
in the Province of British Columbia,
(hereinafter called the "Professional")

OF THE SECOND PART

WHEREAS the Corporation owns a Golf Course known as
the Kensington Pitch and Putt Golf Course (hereinafter called
the "Course") situate, lying and being in the Municipality of
Burnaby, in the Province of British Columbia, and more partic-
ularly described as Lot "A" (Except Plan 29632) Block 2, Dist-
rict Lot 20, Group 1, Plan 14671, New Westminster District,
and has a Golf-Shop thereon.

AND WHEREAS the Professional has agreed to act as
the Golf Professional at the Course upon the terms and cond-
itions hereinafter set out.

WITNESSETH as follows:

1. This Agreement shall continue in full force and
effect from the 1st day of January, 1973 to the 31st day of
December, 1975, subject to the provisions as to determination
hereinafter more fully set out.

2. The Corporation shall, during the currency of
this Agreement, pay to the Professional the sum of \$300.00 per
month; PROVIDED HOWEVER THAT IF the Corporation closes the
Course to public play for more than 30 days the Corporation

shall make no payment to the Professional for the period that the Course is closed. The first monthly payment shall be made on the last day of January, 1973, and thereafter on the last day of the month until the termination of this Agreement.

3. The Professional shall be in charge of the Golf-Shop and shall supervise and direct the playing of golf on the Course, sell golf balls, tees, and other golfing accessories, and rent golf clubs, and for the aforementioned purposes shall provide at his own cost and expense all necessary goods, materials, and equipment. The Professional shall receive the revenue from the abovementioned sales and services. All fees and prices charged by the Professional shall be approved by the Corporation.

4. The Professional shall, during the continuation of this Agreement, be a class "A" member in good standing of the Canadian Professional Golfer's Association.

5. The Professional shall sell green fees and keep an account of all green fee sales which shall be and remain the property of the Corporation. The Professional shall forthwith remit all green fee sales to the Corporation.

6. The Professional shall obey all reasonable orders and directions given to him by the Parks and Recreation Administrator of the Corporation (hereinafter called the "Administrator").

7. The Professional may consult with the Supervisor-Greens and make suggestions and recommendations to him for maintaining and improving the Course.

8. The Corporation shall, at its own cost and expense, provide the Golf-Shop with heat, light, water, power, telephone and a cash register.

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9. The Professional shall obtain the written approval of the Administrator before installing in the Golf-Shop any furnishings, machinery or equipment and he shall install same in such a manner that no damage will occur to the Golf-Shop.
10. The Professional will not place any signs or advertising on or in any building or buildings on the Course or on the Course itself without first obtaining the written approval of the Administrator.
11. The Professional shall keep the Golf-Shop and Course open every day from sun-up to sun-down unless otherwise authorized by the Administrator, and the Professional or an assistant shall be present at all such times, unless otherwise authorized by the Administrator.
12. The Professional shall keep books of accounts, acceptable to the Treasurer of the Corporation, properly maintained so as to reflect the true and correct view of the operations of the Golf-Shop and the gross revenue from all sources received by the Professional under clauses 2 and 3 hereof. The Professional shall permit such books at all reasonable times to be inspected by the said Treasurer.
13. The Professional shall deliver to the Treasurer of the Corporation, in form satisfactory to the said Treasurer, on the 15th day of each month a financial statement showing the sums received by the Professional under clauses 2 and 3 hereof.
14. The Professional shall deliver to the Treasurer of the Corporation on the 1st day of March, 1974, Annual Statements, including a Balance Sheet and a Profit and Loss Statement, certified by an Accountant (hereinafter called "an Accountant")

who is a member in good standing of an institute or association of accountants incorporated by or under the authority of the Legislation of the Province, for the year ending the 30th day of November, 1973; on the 1st day of March, 1975, Annual Statements, including a Balance Sheet and a Profit and Loss Statement, certified by an Accountant, for the year ending the 30th day of November, 1974; and on the 1st day of March, 1976, Annual Statements, including a Balance Sheet and a Profit and Loss Statement, certified by an Accountant, for the year ending the 30th day of November, 1975. The said Profit and Loss Statement shall include details showing the amounts received by the Professional under clauses 2 and 3 hereof. The Professional shall also provide the said Treasurer with any further information that the said Treasurer may require in regards to the financial position and business operations of the Professional.

15. The Corporation shall bear all charges and expenses in connection with the operation of the Golf-Shop, including charges for heat, light, water, power and telephone. The Corporation shall keep the said Golf-Shop and all furnishings and office equipment in good and sufficient repair.

16. The Professional shall keep all golf equipment in good and sufficient repair and the Golf-Shop in clean and sanitary condition and will leave the Golf-Shop in good repair; reasonable wear and tear and damage by fire only excepted.

17. The Professional shall acquire at his own cost and expense, all permits and licenses necessary for carrying on the business of the Golf-Shop.

18. The Professional shall observe and abide by all laws, by-laws and regulations of the Corporation or other competent authority which in any manner relates to or affects the operation of the said Golf-Shop.

19. The Professional shall assume all risk of injury (including death) to any person and damage to any property whatsoever in any way arising out of or in connection with the operation of the said Golf-Shop or anything done or omitted to be done by the Professional, his servants, employees, or agents.

20. The Professional shall make good and restore and make full compensation for any injury or damage done to or sustained by the Corporation or any person or persons or any building, premises, pipes, mains, cables, wires or any other property whatsoever and shall settle all claims in respect thereof and shall indemnify, protect and save harmless the Corporation therefrom and from and against all claims, demands, suits, or actions of every kind, description and nature whatsoever arising out of or in any way connected with the fulfillment of this Agreement, or brought against the Corporation in respect of anything done, suffered or omitted in connection with the operation of the said Golf-Shop. The Corporation shall be at liberty to settle or compromise any such claim, demand, suit or action and any damages, compensation and costs paid or incurred by the Corporation and all such claims, demands, suits or actions recoverable from the Corporation or the property of the Corporation shall be a debt due to it from the Professional and recoverable by action or by set-off against any money due from it to the Professional.

21. The Professional shall insure and keep insured while this Agreement is in force, with such companies and on such forms as are acceptable to the Corporation, at the Professional's expense, comprehensive general liability insurance coverage covering premises and operations liability; contractual liability and automobile liability insurance (owned and non-owned, or hired units). The limits of liability shall be not less than the following:

BODILY INJURY LIABILITY	\$500,000.00 each occurrence
PROPERTY DAMAGE LIABILITY	\$500,000.00 each occurrence
OWNED & NON-OWNED AUTOMOBILE LIABILITY INSURANCE. BODILY INJURY AND PROPERTY DAMAGE LIABILITY	\$500,000.00 any one accident

The Corporation shall be added as an additional named insured under the Comprehensive General Liability and Non-Owned Automobile Liability Insurance.

A cross liability clause shall be made part of the Comprehensive General Liability Insurance.

The Comprehensive General Liability Policy shall provide that it cannot be cancelled, lapsed or materially changed without at least 30 days notice to the Corporation by Registered Mail.

The Professional shall forthwith file with the Corporation a copy of each insurance policy and certificate required.

Should the Professional neglect to obtain and/or maintain insurance as aforesaid, or deliver such policy or policies to the Corporation, then it shall be lawful for the Corporation to obtain and/or maintain such insurance and the Professional hereby appoints the Corporation his true and lawful attorney to do all things necessary for this purpose. All monies expended by the Corporation for insurance premiums under the provisions of this clause shall be charged to the Professional.

22. The Professional shall be responsible for the collection of all green fees.

23. The Corporation covenants and agrees to provide a Golf-Shop on the Course.

24. The Corporation shall, at its own cost and expense, provide cashier-attendants who shall collect green fees

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and perform other services in the Golf-Shop in accordance with the following schedule:

From January 1, 1973 to December 31, 1975	- 1 cashier-attendant, 40 hours per week.
From January 1, 1973 to March 15, 1973	- 1 cashier-attendant, 20 hours per week.
From January 1, 1974 to March 15, 1974	- 1 cashier-attendant, 20 hours per week.
From January 1, 1975 to March 15, 1975	- 1 cashier-attendant, 20 hours per week.
From March 15, 1973 to September 15, 1973	- 1 cashier-attendant, 40 hours per week.
From March 15, 1974 to September 15, 1974	- 1 cashier-attendant, 40 hours per week.
From March 15, 1975 to September 15, 1975	- 1 cashier-attendant, 40 hours per week.
From September 15, 1973 to December 31, 1973	- 1 cashier-attendant, 20 hours per week.
From September 15, 1974 to December 31, 1974	- 1 cashier-attendant, 20 hours per week.
From September 15, 1975 to December 31, 1975	- 1 cashier-attendant, 20 hours per week.

The cashier-attendants shall work under the direction of the Professional.

25. It is mutually understood and agreed:

(a) That the Professional is an independent contractor and is in no sense a servant, employee or agent of the Corporation and the Corporation shall in no manner be responsible for the debts and liabilities of the Professional.

(b) That the Professional shall not assign this Agreement without the consent in writing of the Corporation.

(c) That this Agreement is not to be construed as conferring on the Professional or on any other person on behalf of the Professional any legal or equitable estate or interest or tenancy in lands, premises, furniture, equipment, articles, utensils, matter, or things of the Corporation.

(d) Whenever in this Agreement it is stipulated that anything shall be done or performed by either of the parties hereto it shall be assumed that such party has thereby entered, and such party does hereby enter into a covenant with the other party to do or perform the same.

(e) That in the event of the Professional at any time not complying, in the opinion of the Corporation, with the provisions of this Agreement or not carrying on the operation of the Golf-Shop to the satisfaction of the Corporation, or in case the Professional shall not well and truly perform and observe all the stipulations, covenants and agreements on his part in these presents contained or in the case of the bankruptcy or insolvency of the Professional or any misconduct or willful disobedience on his part or in the case of his entering into any arrangement or composition with his creditors or in case he shall endeavour to or shall assign this Agreement or any part thereof without the consent in writing of the Corporation, then in all, either or any of such cases the Corporation may thereupon cancel and terminate this Agreement by giving the Professional thirty (30) days written notice, but without prejudice to the remedies or either party in respect of any previous breach thereof, and the Professional shall vacate the Golf-Shop on the Course and the Course on the date mentioned in such notice. No termination as aforesaid shall give rise to any claim whatsoever on account of or arising out of such termination.

(f) That the Corporation and the Professional shall share equally the charges and expenses of installing and servicing of a Protective Alarm System in the Golf-Shop.

(g) That any notice required or desired to be given under or in respect of any of the terms of this Agreement may

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be given by mailing the same in a pre-paid registered envelope addressed to the party to whom the same is to be given as follows:

If given to the Corporation:

The Corporation of the District of Burnaby
4949 Canada Way
Burnaby 2, B.C.

If given to the Licensee:

Trygve M. Wenn
7351 Coronado Drive
Burnaby, B.C.

and any notice so given shall be deemed to have been given when in the ordinary course of post it should have been delivered.

(h) That the expressions the "Corporation" and the "Professional" herein contained shall be deemed to include the heirs, executors, administrators, successors and assigns of such parties wherever the context so admits.

(i) That whenever the singular or masculine are used in this Agreement they will be construed as meaning the plural or feminine or body corporate where the context or the parties hereto so require.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

THE CORPORATE SEAL OF THE CORPORATION OF THE DISTRICT OF BURNABY WAS HEREUNTO AFFIXED IN THE PRESENCE OF:

[Signature] MAYOR
[Signature] DEPUTY CLERK

SIGNED, SEALED AND DELIVERED BY TRYGVE M. WENN, IN THE PRESENCE OF:

[Signature]
11 535 794 Burnaby
B.C.

