



# The Corporation of the Town of Tecumseh

## Policy Manual

**Policy Number:** 91

**Effective Date:** [Click here to enter a date.](#)

**Supersedes:** [Click or tap here to enter text.](#)

**Approval:** [Click or tap here to enter text.](#)

**Subject:** **Outdoor Tennis and Pickleball Club Operations**

### 1.0 Policy Statement

- 1.1 Outdoor tennis and pickleball promotes healthy, active living for all ages. The Town of Tecumseh supports and encourages participation and growth of these sports by providing outdoor courts and partnering with community tennis and/or pickleball clubs.
- 1.2 Community tennis and pickleball clubs are positive influences in our communities; they promote active and healthy lifestyle for all ages and encourage the growth of the sport of tennis and pickleball through instruction, organized play and social events.
- 1.3 Community tennis and pickleball clubs are partners in the protection and animation of our parks and Town assets.

### 2.0 Purpose

- 2.1 The Policy for Outdoor Tennis and Pickleball Club Operations governs the establishment, operations and dissolution of Community Tennis and Pickleball Clubs using Town of Tecumseh outdoor tennis and pickleball courts.

### 3.0 Scope

- 3.1 This policy applies to outdoor community tennis and pickleball clubs operating on Town of Tecumseh tennis and pickleball courts through a formal Agreement.

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## 4.0 Definitions

“Agreement” means a Management and Operation Contract and/or any other form of understanding as required and deemed appropriate by the Town’s Solicitor.

“Club Courts” are Town owned outdoor tennis and/or pickleball courts that are designated for use by a Community Club.

“Clubhouse” means a Town-owned building that is managed and operated by a Community Club, in accordance with the terms of their Agreement.

“Community (Tennis or Pickleball) Club” is a membership based, incorporated or not-for-profit organization, registered with the Town that through an Agreement is permitted to operate Club activities at an approved facility during agreed upon times.

“Director” means the head of a specific Department of the Town of Tecumseh or designate.

“Designate” means the person or persons assigned the duties and responsibilities on behalf or in the absence or incapacity of the person charged with the principal authority to take the relevant action or decision.

“Open House” is a day when members of the public are invited to visit the Club Courts for the purpose of learning the sport of tennis and/or pickleball and to obtain information on the benefits of Club membership.

“Public Courts” are Town-owned tennis and/or pickleball courts that are managed and operated by the Town and available for use through the Parks and Recreation Department’s Court program.

“Town” means the Corporation of the Town of Tecumseh.

## 5.0 Administration

5.1 This policy is administered by the Tecumseh Parks and Recreation Services Department (PRS).

5.2 The Town provides the following assets and amenities for Public and Club Courts:

- Colour-coded asphalt court surface;
- Nets and poles;
- Lines (as per tennis and pickleball specifications), where determined by applicable Town staff;

- Fencing;
- Seating;
- Locked gate;
- Windscreens;
- Capital lifecycle replacement.

5.3 Lighting of tennis and pickleball courts will be determined at the sole discretion of the Town. Factors for consideration for the Town to undertake lighting of a tennis and/or pickleball court site include:

- Compatibility with adjacent uses;
- Reasonable expectation of safety;
- The need for access to lit courts in the vicinity;
- Budget priorities.

#### 5.4 Season

5.4.1 Court season is determined by the PRS and is generally April to November, dependent on weather and staffing availability, and when nets are installed and the fence lock is functional.

5.4.2 Once nets are removed by the PRS, the courts are closed for the season.

5.4.3 The PRS reserves the right to close the courts should they deem it necessary. Reasons for closure may include, but are not limited to, weather, scheduled programming, court maintenance and/or repairs and local or provincial public health orders or declarations of emergency.

#### 5.5 Operating Schedules

##### 5.5.1 Tennis Courts:

- Sunday through Saturday; 8:00 a.m. to 10:00 p.m.

##### 5.5.2 Pickleball Courts:

- Sunday through Saturday; 8:30 a.m. to 8:30 p.m.

### 5.5.3 Assigned Courts:

- Courts will be scheduled by the Town to ensure adequate time available for Public Court times and Club Court times;
- Clubs will be assigned a designated court location for their scheduled Club Court time (maximum 1 park location);
- Regular programming schedules may be altered to accommodate approved scheduled tournament play.

## 5.6 Rules and Regulations

5.6.1 In accordance with the Town's Parks By-Law 2009-13, signage with regard to permission, regulation, restriction, warning or prohibition with respect to uses or activities are posted at each location.

5.6.2 Terms and Conditions of Use and Court Etiquette are posted on the Town's website.

## 6.0 Community Tennis & Pickleball Clubs

6.1 To qualify for registration and consideration of an Agreement with the Town, a Community Tennis and/or Pickleball Club must satisfy the following criteria:

- Non-for-profit and/or incorporated organization;
- Governance structure including but not limited to executive membership, financial statements, and by-laws;
- Group must have a minimum of 100 members;
- Maintain membership in good standing with the affiliated Regional, Provincial or National Organization;
- Maintains a minimum \$5 million liability insurance;
- Provide programming, such as lessons, tournaments and/or house leagues, to meet the identified needs of its members and the neighbouring community.

## 7.0 Application Process for Club Registration with the Town

7.1 Community Tennis and/or Pickleball Clubs wishing to register with the Town must submit a written request to the Director of PRS, that includes:

- Membership list inclusive of Board of Directors;
- Financial statements;
- Copy of current constitution and/or bylaws;
- Requested court location(s);
- Requested court time(s).

7.2 The Director of PRS will adjudicate all applications in accordance with the requirements of this policy.

7.3 Applicants will be informed if the application is accepted or declined.

## **8.0 Agreement**

8.1 Upon registration, the Community Tennis and/or Pickleball Club will be required to enter into an Agreement for the use of the courts and the associated premises as set out in [Attachment 1](#). The Agreement will outline the Club's right to use the courts for the season, the responsibility of the Club, any restrictions of use, maintenance requirements, insurance requirements, utility charges, and any other terms deemed necessary by the Town for the operation and management of the Club Courts and associated premises.

8.2 Agreements are normally entered into for a period of up to five years and are approved by Council or under delegated authority by-law, and include the option to extend the agreement for an additional term.

8.3 The Club will be responsible for the payment all fees as required by the Town's Fees and Charges By-law, as amended.

8.4 Amendments to established Agreements may be required for alterations, amenity upgrades, and additions to Club facilities and/or other changes to the use of the facilities.

## **9.0 Responsibility**

9.1 Under the direction and authority of the Director of PRS, the Town is responsible for:

9.1.1 Establishing the level of service for all tennis and pickleball courts, including:

- Building, re-building or repairing of courts to basic recreation standards;

- Supply and installation of new bulbs for existing lighting infrastructure, cleaning, setting and maintenance/replacement of timing devices;
- Supply, install and repair court facility fencing;
- Supply seating within fenced court area;
- Supply trash and recycling containers.

- 9.1.2 Scheduling courts for Club and Public use and posting Club and Public hours at the court and on the Town's website.
- 9.1.3 Changing fence locks and distributing keys and/or electronic access to Clubs in accordance with Agreements.
- 9.1.4 Ensuring there is adequate time available for Public Court times when reviewing and scheduling of Club Court times.
- 9.1.5 The Director of Parks and Recreation or designate may deny or cancel any Agreement where:
- The Club is not operating in accordance with the policy;
  - The Club breaches any Agreement requirements.
- 9.2 The Club is responsible for:
- 9.2.1 Maintaining any existing clubhouse in a good state of repair, satisfactory to the Director of PRS, including but not limited to safe operational standards.
- 9.2.2 Daily maintenance and cleanliness of the courts and surrounding area during Club hours (including picking up trash), plus weekly inspection of seating, picnic tables, windscreens and signs inside the court area. Additional amenities such as buildings, furnishings, notice and player boards shall be supplied and maintained by the Club at its own expense.
- 9.2.3 Submitting a written request annually to the Director PRS or designate for use of the court(s) for the upcoming season no later than January 31.
- 9.2.4 Posting Club and Public hours on the Club's website.
- 9.2.5 Promoting the sport of tennis and/or pickleball by offering a minimum of three no-charge open houses to allow public participation and encourage Club membership.

9.2.6 Abiding by the Agreement, the Town's Park Bylaw, and the Terms and Conditions of Use / Court Etiquette.

## **10.0 Policy Monitoring and Revisions**

- 10.1 This Policy will be reviewed as required at the discretion of the Director of PRS.
- 10.2 This Policy shall be monitored by the PRS to ensure the intended outcome of this policy is achieved.
- 10.3 Interpretation of this policy is the responsibility of the Director of PRS.
- 10.4 Any suggested changes to the policy may be forwarded to the Director of PRS for consideration.
- 10.5 Any revisions to the policy must be approved by Town Council.

## Attachment 1

**THIS AGREEMENT** made as of the XX day of XX, 20XX.

B E T W E E N:

**THE CORPORATION OF THE TOWN OF TECUMSEH,**

hereinafter called the "Town"

OF THE FIRST PART;

- and -

**CLUB NAME HERE,**

hereinafter called the "CLUB"

OF THE SECOND PART.

**WHEREAS** The Corporation of the Town of Tecumseh (Town) is the owner of the recreation facility known as and hereafter referred to as the (Tennis/Pickleball) "Court" located at ### Street/Road, Tecumseh, Ontario;

**AND WHEREAS** the Club organizes and operates recreation and competitive tennis/pickleball games, to help promote the sport of tennis/pickleball and the development of players' skills;

**AND WHEREAS** for the aforesaid purpose, the Town has agreed to allow the Club to use the Court on the terms contained herein.

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the rents, covenants and agreements contained herein, the Town does demise and grant access to the premises described herein to the Club upon the following terms and conditions.

### **COURTS**

1.1 The Town of Tecumseh has XX (#) locations that offer outdoor tennis/pickleball courts: XX Park and XX Park.

1.1.1 The XX is a seasonal outdoor ##-court tennis/pickleball court, located within XX Park, is available for approved scheduled Club Court time as well as for individuals that purchase a seasonal access membership through the Tecumseh Parks and Recreation department for scheduled Public Court time.

1.1.2 XX Park includes a seasonal outdoor ##-court tennis/pickleball court available to individuals that purchase a seasonal access membership through the Tecumseh Parks and Recreation department. The XX Park tennis/pickleball court is available for Club approved tournaments and events.



## **TERM OF AGREEMENT**

- 2.1 This Agreement shall be in effect for a period of five (5) years, commencing on the 1<sup>st</sup> day of XX, 20XX and terminating on the 31<sup>st</sup> day of XX, 20XX.
- 2.2 Notwithstanding paragraph (2.1), either party may terminate this Agreement at any time upon sixty (60) days written notice to the other party.
- 2.3 This Agreement is in keeping with Policy # 91, Outdoor Tennis and Pickleball Club Operations.

## **USE OF COURTS**

- 3.1 The tennis/pickleball season is defined as April to November, weather permitting.
- 3.2 The Town agrees to allow the Club exclusive use of the XX courts during mutually agreed upon hours throughout the season for the members of the Club for recreational and competitive use.
- 3.3 The Club agrees that the courts will be available for Tecumseh Parks and Recreation seasonal court membership users during scheduled Public Court hours, as set out in Policy #91.
- 3.4 The Club will be required to submit a request to the Town outlining the requested exclusive times for use of the premises, including dates and times required for tournaments and other events. The request must be made in writing to the Town no later than January 31 of each year for the upcoming court season.
- 3.5 The Town will review the request, taking into consideration the Club's membership and the number of Parks and Recreation seasonal memberships sold, to determine equitable programming for all parties.
- 3.6 The hours of use for the tennis/pickleball season for the Club are reflected in Schedule 1 and will be updated annually to reflect the current year's request.

## **TOWN RESPONSIBILITY**

- 4.1 The Town agrees to provide:
  - Colour-coated asphalt court surface
  - Nets and poles
  - Painted tennis/pickleball lines
  - Fencing
  - Windscreens
  - Seating
  - Capital lifecycle replacement
  - Access to court during approved Club time

- Refuse containers and pick up and regular maintenance
- 4.2 The Town agrees to operate and maintain all outdoor courts and assume full responsibility for the following:
- All electricity, water, gas and other utility rates and charges affecting the premises
  - Maintenance and repair obligations involved with the proper up-keep of the court, including asphalt surface repairs.
- 4.3 The Town will provide required standard signage to be posted in a prominent location. The signage will include the Park name, address, hours, rules and regulations.
- 4.4 The Club may provide additional signage, which must be approved by the Town, before being posted.

### **CLUB RESPONSIBILITY**

- 5.1 The Club agrees to be a member in good standing of Tennis/Pickleball Ontario; maintain its incorporated status; and maintain a minimum membership of 100 individuals.
- 5.2 The Club will provide to the Town on an annual basis a list of executive members, including names and phone numbers, that will act as a liaison representative on behalf of the Club.
- 5.3 The Club will provide to the Town on an annual basis a list of members. The list will include member's names and phone numbers.
- 5.4 Submit an annual request as outlined in Section 3.4.
- 5.5 On an annual basis, the Club will promote and offer a minimum of 3 open houses to allow public participation to promote the sport of tennis/pickleball and to encourage club and/or seasonal membership.
- 5.6 The Club agrees to pay an annual lease, plus HST as applicable, to the "Town", to be paid by June 1 as reflected in Schedule 2. The annual fee is based on a XX-hour per week Court schedule and provides use of the courts during approved Club Court Time as well as two (2) tournament events outside of approved Club Court Time. Any additional tournament events will be subject to a rental fee to be negotiated. Should the Club request additional seasonal Court time hours, the assessed fee will require reconsideration.
- 5.7 The Club agrees that all garbage and refuse generated on the premises from the Club's operations shall be contained and placed in the approved containers on the premises, and will be removed or disposed therefrom at the expense of the Town.

## **CAPITAL CAMPAIGNS AND IMPROVEMENTS**

- 6.1 The Club shall not make any alternations of any kind to the premises without prior approval by the Director of Parks and Recreation or designate.
- 6.2 Any major capital improvements proposed by the Club to the courts shall be submitted by a written request to the Director of Parks and Recreation or designate for consideration, a minimum two (2) months prior to the Parks 5-Year Capital Works Plan annual report. The Club must provide documentation that they have the funds to complete the major improvements to the facility. Any contemplated capital improvements works is at the sole discretion of the Town.
- 6.3 Once satisfactory completion, including all deficiencies, any capital improvements become the property of the Town.

## **ASSIGNMENT**

- 7.1 The Club shall not assign or sublet all or part of the premises or transfer this Agreement in any warrant without the written consent of the Town.

## **INDEMNIFICATION OF TOWN**

- 8.1 The Club shall defend, indemnify and save harmless the Town its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Club, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Club in accordance with this Agreement and shall survive this Agreement.

## **INSURANCE**

- 9.1 The Club shall during the entire term hereof, at its sole cost and expense, take out and keep in full force and effect the following:
  - a) Public liability insurance applying to all operations of the Club and which shall include insurance against personal injury, death, property damage, products liability, non-owned automobile liability and the Club legal liability with respect to the occupancy by the Club of the premises. Such policies shall be written on a comprehensive basis with limits of no less than five million (\$5,000,000.00) dollars per occurrence.

9.2 The Club agrees that:

- a) all insurance policies shall be taken out with insurers reasonably acceptable to the Town,
- b) shall name the Town as an additional insured;
- c) shall contain a severability of interest clause or a cross liability clause;
- d) shall be in a form satisfactory to the Town, and shall be signed by the insurer(s).

9.3 The Club further agrees to submit to the Town certified copies of each such insurance policy. All policies shall contain an undertaking by the insurers to notify the Town in writing not less than thirty (30) days prior to any material change, cancellation or other termination thereof.

#### **RIGHT TO RE-ENTER AND TERMINATE**

10.1 The Town may terminate this Agreement at any time if the Club fails to perform any of its covenants and obligations provided that the Town provides at least sixty (60) days' notice in writing of termination. If within the sixty (60) day period the Club complies with all covenants and obligations contained in this Agreement to the satisfaction of the Town, then the notice of termination will become null and void.

10.2 Notwithstanding paragraph 10.1, in the event that the Club ceases to operate, this agreement may be terminated by the Club upon giving 60-days notice in writing to the Town.

#### **RIGHT OF RENEWAL**

11.1 Provided the Club shall not be in default of performance of any of the provisions hereunder, it shall have the right to renew, to be exercised at least six (6) months before the expiration of the term hereby granted, for two (2) further periods of five (5) years, on the same terms as herein provided, save and except for the rental fees which shall be negotiated prior to any renewal. There shall be no further rights to renew, after XX XX, 20XX.

#### **NOTICE PROVISIONS**

12.1 Any notice, request or demand given under the Agreement shall be sufficiently given if delivered personally or mailed by prepaid registered mail to the parties at their designated addresses hereinafter set out or to such other respective addresses designated by notice given hereunder:

TOWN:                      Director Parks & Recreation Services  
                                    The Corporation of the Town of Tecumseh  
                                    917 Lesperance Road

Tecumseh, Ontario  
N8N 1W9

CLUB: Tennis / Pickleball Association  
### Street Name  
Tecumseh, Ontario  
POSTAL

**TIME OF THE ESSENCE**

13.1 Time is of the essence in this agreement.

**APPLICABLE LAW**

14.1 The laws of the Province of Ontario shall apply and bind the parties in any and all questions pertaining to this agreement.

**ENUREMENT**

15.1 This Agreement and everything herein contained shall ensure to the benefit of and be binding upon the parties and their administrators and their organizational successors.

<b>SIGNED, SEALED &amp; DELIVERED</b>	)	<b>THE CORPORATION OF THE</b>
In the presence of	)	<b>TOWN OF TECUMSEH</b>
	)	By:
	)	_____
	)	Name: Gary McNamara
“Seal”	)	Title: Mayor
	)	_____
	)	Name: Laura Moy
	)	Title: Clerk
	)	
	)	<b>TENNIS / PICKLEBALL</b>
	)	<b>ASSOCIATION</b>
	)	By:
	)	_____
_____	)	_____
Witness:	)	Name:
	)	<i>I/We have authority to bind the Corporation.</i>

**Schedule 1**

**Hours of Use:**

<b>Year</b>	<b>Day(s) of the Week</b>	<b>Times</b>
XXXX		
XXXX		
XXXX		
XXXX		
XXXX		

**Schedule 2**

**Annual Lease Payment:**

<b>Year</b>	<b>Amount before taxes</b>
XXXX	\$XXXX
XXXX	\$XXXX
XXXX	\$XXXX
XXXX	\$XXXX
XXXX	\$XXXX