THIS AGREEMENT is made in duplicate on XX day of XXXX 2024

#### **COMMUNITY TENNIS CLUB AGREEMENT**

#### **BETWEEN**

#### THE CORPORATION OF THE TOWN OF NIAGARA-ON-THE-LAKE

(Hereinafter called "Town")

#### AND

#### THE NIAGARA-ON-THE-LAKE TENNIS CLUB

(Hereinafter called "Club")

**WHEREAS** the Town is the owner of the Tennis Facility located at Memorial Park, 370 King Street, Niagara-on-the-lake, which land and premises includes six (6) tennis courts, a clubhouse, pavilion, fencing, lighting standards, adjacent bleachers and bike racks;

**AND WHEREAS** the Club is currently utilizing the Tennis Courts for the purpose of managing and operating a tennis club, including leagues, tournaments and social events for its members and guests and for providing tennis lessons to both club and community members;

**AND WHEREAS** the Club is seeking more direct authority to take on the operating and maintenance responsibilities of operating the Tennis Facility;

**AND WHEREAS** community tennis clubs are positive influences in our community. They promote an active and healthy lifestyle for all ages and encourage the growth of tennis through tennis instruction, organized play and social events;

**AND WHEREAS** tennis clubs are community partners in the protection and animation of Town parks and assets;

**NOW THEREFORE** in consideration of the mutual covenants and agreements noted above, the Parties agree to enter into this Agreement for the use of Town owned Tennis Facility on the following terms and conditions.

### Contents 1. 2. Provision of Tennis Facility......4 3. Dispute Resolution ......4 4. Ownership and Disposal of Club's Assets......4 5. Special Use of Tennis Facility by Town.....4 6. Term of Agreement & Renewal......5 7. Termination of Agreement ......5 8. Applicable Laws and Policies ......5 9. Acknowledge of a Purchase of Service Agreement......6 Responsibilities of the Tennis Facility......6 10. 11. Governance & Reporting......9 12. Programming ......11 13. 16. Financial Obligations.......16 SCHEDULE A - Resurfacing Plan 2024 - 2037 ......21 SCHEDULE C - NOTL Tennis Club Bylaws ......23 SCHEDULE D - Current Board of Directors......24

SCHEDULE E - Membership Report......25

## 1. Definitions/Contact Information

This section details the definitions used in this agreement.

Term	Detailed Description
Town	Corporation of the Town of Niagara-on-the-Lake.
Club	A not-for-profit corporation that operates tennis programs and services for the community from a Town owned tennis facility. Known as the Niagara-on-the-Lake Tennis Club.
Clubhouse	The Clubhouse consists of the adjacent structure in the pavilion that is accessible only to the Club and is used for storage of tennis equipment and other facilities required for the operations of the Club.
Hours of Operation	The approved hours of operation of the facility are in accordance with the Parks & Noise Bylaw.
Pavilion	It consists of an open-air, covered structure with Town- supplied picnic tables and garbage bins. This area is not available to the general public at times when the Club has reserved the space for an event. This event needs to be reserved through the Town.
	The Pavilion is considered a multi-use space. The Town has control of reserving the space and will provide reasonable notice (i.e. 2 weeks) to the Club.
Tennis Facility	The tennis courts, the Clubhouse, pavilion, fencing, lighting standards, adjacent bleachers and bike racks that are present on the land owned by the Town at the following address:  Memorial Park, 370 King Street, Niagara-on-the-Lake ON LOS1J0
Tennis Season	April 1 – November 30 (weather permitting)

#### **Contact Information**

## Town of Niagara-on-the-Lake:

Town's mailing address: 1593 Four Mile Creek Road

PO Box 100 Virgil, ON LOS 1J0

Town's telephone number: 905-468-3266

Town e-mail address: clerks@notl.com

#### Niagara on the Lake Tennis Club:

Club mailing address: PO Box 1355

Niagara-on-the-Lake, ON

L0S 1J0

Club telephone number: NA

Club e-mail address: askus@niagaratennisclub.com

### 2. Provision of Tennis Facility

The Parties agree that the Town will provide the Club with access to, and use of, the Tennis Facility, identified in the definition above, in accordance with the terms and conditions in this Agreement. In exchange, the Club will provide member & instructional programming, court booking privileges, guest use access and a Junior Tennis Program.

Nothing in this agreement precludes the establishment of community tennis clubs and programming elsewhere in the Town. This agreement is specific to Memorial Park.

## 3. Dispute Resolution

Where a member of the Club has a complaint or dispute, they will consult the Club executive for resolution. The Club will have a complaint resolution process.

Where the Club has a complaint with the Town they should follow the following process:

- i. Discuss issue with the Town approved contact person. This person would be the Recreation Specialist (or designate).
- ii. If that person is not able to resolve the Club's concerns, they should contact the Manager of Parks and Recreation (or designate).
- iii. If that person is not able to resolve the Club's concerns, they should contact the Director of Operations (or designate).
- iv. If that person is not able to resolve the Club's concerns, they should contact the Chief Administration Officer (or designate).

#### 4. Ownership and Disposal of Club's Assets

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

#### 5. Special Use of Tennis Facility by Town

The Club acknowledges that the Town may require the use of the Tennis Facility for a special event on occasion if the Club is not using the Facility. The Parties

agree that the Town will provide as much notice as possible (at least two weeks' notice) to the Club of such a special event so as to have minimal impact on Club activities. Ne fee shall be levied against the Town. The Town will return all facilities to it's normal condition after such an event.

#### 6. Term of Agreement & Renewal

The Parties agree that this Agreement shall be in force for a term commencing October 30, 2024 to December 31, 2037. The Town and Club will negotiate a new lease agreement no more than six (6) months before the expiration of this agreement.

#### 7. Termination of Agreement

- (a) The Parties agree that they may terminate this Agreement by providing each other with written notice of their intention to terminate by February 1<sup>ST</sup> of the given year. The Party receiving the notice will respond in writing acknowledging the Agreement termination.
- (b) Notwithstanding clause (a), the Town reserves the right to terminate this Agreement without notice to the Club when unforeseen circumstances arise or when the Club does not comply with the terms and conditions of this Agreement and a satisfactory resolution between the parties cannot be achieved, or when the Club fails to perform or to conduct its operations in a manner acceptable to the Town. The Town acknowledges that it will act in good faith and make all reasonable efforts to achieve a satisfactory resolution with the Club before exercising its termination rights.
- (c) If the Club wishes to terminate this Agreement, the full Agreement costs must be paid in full. The Town recognizes that the Club might not have the resources to pay in full, but all resources must be exhausted from the Club's reserves and liquidated assets.

#### 8. Applicable Laws and Policies

#### a. Federal, Provincial, or Municipal Law

The Club agrees that permission to use Town premises under this Agreement in no way constitutes approval to engage in any unlawful activity or conduct in a manner that would violate any Federal, Provincial or Municipal Law or applicable regulations.

## b. Municipal Freedom of Information and Protection of Privacy Act (Ontario)

The Recipient acknowledges and agrees that the Town is bound by the Municipal Freedom of Information and Protection of Privacy Act, R.S.O 1990, c.M.56, as amended from time to time ("MFIPPA"), and that any information provided to the Town in connection with this Agreement is subject to disclosure in accordance with the requirements of MFIPPA

#### 9. Acknowledge of a Purchase of Service Agreement

The parties agree that this Agreement is in the nature of a purchase of service agreement for the provision of Club membership and community-related tennis services and activities on Town property in consideration for use of a Town Tennis Facility.

The Club acknowledges that this Agreement is not intended to create any form of employer/employee relationship between the Town and the Club, its executive, members, volunteers, or agents. The Town shall provide no form of employment benefit to the Club, its executive, members, volunteers, or agents under this Agreement.

### 10. Responsibilities of the Tennis Facility

This section details items within the Tennis Facility and the responsibilities of each party. The items include the Pavilion, the Clubhouse, all tennis court surfaces, water service, washrooms, operations, and access control.

Responsibility	Town	Club
Pavilion	Provide garbage removal services throughout the	Provide pot light and an infrared heater control.
	season.  Provide picnic tables throughout the season.	Supplies and manages all signage and notices posted on the pavilion bulletin board.
	Maintain a central light with a dawn-to-dusk	Supplies and maintains a locked notice board.
	sensor.  Power wash the floor, pathways and pavilion structure annually as required to maintain a	Provides general housekeeping of the pavilion area throughout the season.  Manages a lost & found box for public access.
	clean and attractive venue.  Address any infestation	

Responsibility	Town	Club
	issues (wasps, bees, other insects or rodents).	
	Maintains the roof, exterior painting, and general structure.	
	Approves permanent signage.	
Clubhouse	Maintains the roof, exterior painting, general structure, doors and locks.	Responsible for the cost of any expansion, enhancements, and internal improvements. Submit plans to the Town for approval.
	The water bottle refill station will be removed after the water line is winterized. The unit will be stored in a temperature-controlled Town facility during the off-season. The station will be installed when the water service is activated.  Approval of any expansion, enhancements, and internal improvements.	Maintains the internal areas of the Clubhouse space in a clean, safe and secure manner.
Courts	Install nets, net posts and cranks (per the Tennis Season) based on the diagram in <b>Schedule B.</b>	Supply and install windscreens, benches, signage, court drying equipment and court accessories as needed.
	Remove and store nets, net posts and cranks off- site (per the Tennis Season).	Seasonally install and remove tennis accessories and signs to be stored in the Clubhouse during the non-playing season.
	Provide new nets and related equipment as required and address maintenance issues throughout the season.	Remove garbage and debris from the courts throughout the season.
	Ensure Courts 1 & 2 are	

Responsibility	Town	Club
	free of fall leaves and debris before winter.	Sourcing a professional court cleaning service at a frequency
	Maintain a court light timer—activation hours from 5:00 pm to 11:00 pm	to ensure safety and as needed by the Club.
	Maintain the electrical outlet on Court 6 that the Ball Machine uses.	
	Note: The breaker panel for this outlet is in the Soccer Room.	Supply the Town with the approved court cleaning contractors' insurance and WSIB certificates.
	Approve the court cleaning contractor and collect the required paperwork from the approved contractor	
Water	Water access to the Clubhouse kitchen will be available during the	Responsible for repairing or replacing the tap and sink in the kitchen.
	Tennis Season (weather pending).	Confirm with the Town the dates the service will be activated and winterized.
Washrooms	Public washrooms (within the pool change house):  - available during core hours *(8:00 AM – 9:00 PM) during the Tennis Season (weather pending).	The Club will post on the website and notice boards the schedule of washroom availability as provided by the Town.
	Baseball Field washrooms:	
	- available for Club members to use during non-core hours *(9:00 PM – 11:00	

Responsibility	Town	Club
	PM).  - kept in good repair and maintenance throughout the Tennis Season,	
	- security lighting for safe nighttime access.  * Subject to annual review	
Operation of the courts	N/A	To manage and operate the Tennis Facility and provide programming, instructional options, tournaments, and social activities for Club Members
Keys / Access Codes	Program the new access code (provided by the Club) for the court gates and the pavilion/clubhouse keypads before April 1 annually.	Establish a new gate code annually and communicate this to the Town by mid-March. This code is emailed out to members as membership renewals begin annually in February.
	Maintain and replace all doors, gates and locks in the Tennis Facility.	Provide access to the Town, as required (key or access code) for all Tennis Facility and Clubhouse rooms.

# 11. Governance & Reporting

This section details the governance structure, reporting and incident reporting and the responsibilities of each party.

Responsibility	Town	Club
Governance	To receive a copy of the following items annually:	To abide by all Town bylaws and Provincial legislation as it related to the activities
	Club's Slate of Directors	performed by the Club.
	Club's Bylaws & Policies	To elect a Club Executive,

Responsibility	Town	Club
	Club's Annual Capital Report Club's Financial Statements	consisting of a minimum of six Directors who receive no financial gain through activities at the Club.
		To abide by all rules and regulations in the Club Bylaw & Policies.
		To keep a budget and ensure any financial surplus is used for the objectives of the Club and not for distribution to or for personal use of members.
		To provide an annual report to the Town on capital improvements made by the Club
		To provide annual financial statements of the Club to the Town
Reporting	To not publish or share financial information	Annually provide the updated information regarding:
	(without the expressed written approval from the Club, subject to disclosure	<ul> <li>Club Bylaws &amp; Policies (Schedule C)</li> </ul>
	requirements in provincial or	* When updated
	federal law).	<ul> <li>List of Directors (Schedule D)</li> </ul>
		<ul> <li>Membership Report         (Schedule E) by         November 30 each         year</li> </ul>
		<ul><li>Insurance Requirements (Section 17)</li></ul>
		Financial Statement
Incidents	To receive all incident reports	To promptly report all critical or major incidents (i.e. ambulance calls, loss of

Responsibility	Town	Club
	To address any immediate health and safety concerns	consciousness, broken bones) occurring at the Tennis facility.
		To promptly report critical maintenance that could result in injury to participants or further damage to the facility.

# 12. Programming

This section details the programming on the courts, memberships, and rentals/guest fees and the responsibilities of each party.

Responsibility	Town	Club
Programming	To review the scope and quality of the tennis programs and services provided under this Agreement as needed.  Acknowledges that the level of service a Club provides to its community may depend upon the level of volunteer involvement.	To manage and operate the Tennis Facility and to deliver membership and community-based tennis programs and services, including, but not limited to, the following broad areas: <ul> <li>Tennis instruction</li> <li>Junior Outreach</li> <li>Program</li> <li>Groups / Tournaments</li> <li>Socials</li> </ul> To provide services (i.e.
		lessons, clinics, organized play etc.) and programs to meet membership needs.
Membership	To review the fee structure provided by the Club as per <b>Schedule E.</b>	To retain membership and program revenues based on a fee structure endorsed by the Town and as outlined in <b>Schedule E</b> . Any significant changes are communicated to the Town.

Rentals / Guest Fees	To review the fee structure provided by the Club as per <b>Schedule E.</b>	Monies collected by the Club for court use fees will be retained by the Club, as reimbursement for the services provided and administrative cost associated with the collection of such fees.
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# 13. Marketing

This section details the marketing (web & community guide), promotion and use of the Town logo, sponsorship, and each party's responsibilities.

Responsibility	Town	Club
Web	Provide a listing on <a href="https://www.notl.com">www.notl.com</a> (in the appropriate sections) and in the Community Awareness Guide. (Fall and Spring editions).  Notify the Club by email to <a href="mailto:askus@niagaratennisclub.com">askus@niagaratennisclub.com</a> when publication updates are required.	To update Club contact information to ensure listing information on the Town website is accurate.  To promote its programs and services through the Club's website, social media, community newsletters, bulletin boards, flyers, etc.
Promotion, Town Logo / Signage	Provide the Town logo to place on club signage.  The Town will provide approval for the final proof, which includes the Town logo.	To consult with the Town when designing signage (i.e. membership sign to be mounted near courts) to ensure Town design standards are adhered to.
Sponsorship	To review potential large sponsorship opportunities in accordance with the Town's Facility Sponsorship Policy (to be approved)	Sponsorships for an single event or tournament are at the Club's discretion.

Responsibility	Town	Club
		Large sponsorship opportunities will be presented to the Town before any commitment to the funder.

## 14. Maintenance & Repair

This section details the housekeeping (interior & exterior), tennis courts, fencing, landscaping, lighting, contractors, vandalism, and the responsibilities of each party.

Responsibility	Town	Club
INTERIOR Clubhouse Maintenance, Repair & Improvements	Provide repair services or source a contractor and invoice the Club for	Purchase all items required for the operations of the Clubhouse spaces.
	services rendered.  Approval of any	Perform general cleaning, upkeep, and maintenance of Clubhouse.
	renovations or alterations to the Clubhouse.  Inspection of the progress	Repair /replace contents owned by the Club and pay for any upgrades, including but not limited to
	of projects at appropriate milestones for compliance with the Ontario Building Code, standard building practices and the agreed upon scope of work.	paint, flooring, cabinets, lock sets, countertops, appliances, and outdoor heater.
		The Town will be the first point of contact for any outsourced work for repairs, upgrades, or replacements. The Club will be billed at the internal cost/hour for services provided.
		Consult and receive written approval from the Town before making any renovations or alterations.

Responsibility	Town	Club
		Be it structural, mechanical, or architectural, that will occupy space on Townowned property.
EXTERIOR Clubhouse Maintenance, Repair & Improvements	Ensure the exterior structure is maintained to the Town's Parks & Recreation Facilities standard and any safety issues are promptly attended to.	To notify the Town of any issues that could present a safety issue.
Tennis Courts & Fencing	Maintain fencing and gates in a good state of repair.  To maintain, repair, and, where required, replace the following court equipment: net bases, sleeves, nets, net posts, cranks and perform season install / removal.  Perform major structural repairs (excluding court resurfacing) according to the Town's lifecycle renewal schedule.  Approval of the contractor to perform court resurfacing/repair.	Work with Town staff to procure a qualified contractor for court resurfacing and repairs when required by the Club and at the Club's expense.  To maintain, repair and replace as required: windscreens, court benches, awnings, court drying equipment, signage, and other tennis court accessories.  Perform general court upkeep, including sweeping, garbage pickup and power washing (requires Town approval) by a professional court maintenance company when needed.
Landscaping	The Town will maintain tree pruning and grass cutting as part of the general maintenance of Memorial Park, which will be done on a schedule determined by the Town.	The Club will not install any plant material that isn't approved for the Town.

Responsibility	Town	Club
·	As part of this general maintenance the pavilion, tennis courts, pathways and bleacher pads will be cleaned of any grass cuttings/stone chips. At a schedule deterimed by the Town.	
	Town will provide and maintain (to Town standards) two flower pots and plant material at the parking lot entrance to the sidewalk that leads to Court 3-6.	
	Court 1, 2 & 3 will have fall leaves removed by early December to avoid damage to the court surface over the winter/spring.	
Lighting	Courtside - Individual burnt lamps/ballasts are to be replaced by the Town as part of operations.  Repositioning of court lights when requested by the Club, at the Club's expense (labour and materials).  Invoice the Club for any requested work.	Interior Clubhouse lights are be replaced by the Club.  Pavilion lights controlled by switches inside the Clubhouse are to be maintained / replaced by the Club.
Contractors	To review the design and construction of any upgrades or enhancements requested by the Club.	Any contractor that the Club wants to engage with must be vetted and approved by the Town.

Responsibility	Town	Club
Vandalism	To remove all graffiti and repair any vandalism to the pavilion/clubhouse	To repair any vandalism to Club property.  Report any vandalism to the Town.

## 15. Lifecycle

This section details the court facility replacement, community partnership and the responsibilities of each party.

Responsibility	Town	Club
Court Facility Replacement	Responsible for major capital replacement projects (ie, courts, fencing & lights).  Approval of the contractor provided by the Club.	Responsible for minor maintenance of the courts (i.e., court resurfacing, court repairs, power washing).
	provided by the Olub.	Submit the selected contractor for Town approval.
		See <b>Schedule A</b> - Court Maintenance Plan 2023- 2037.
Community Partnership	Respond to park enhancement inquiries and review grant applications.  Provide a letter of support for grant applications that	The Club may apply for major and minor capital partnership program grants for park improvements (deadlines: May 1 and October 1).
	support capital investments.	Provide a letter of support for grant applications that support capital investments.

## 16. Financial Obligations

This section details the utilities (payments) and court resurfacing/maintenance and the responsibilities of each party.

Responsibility	Town	Club
Utilities	Cover the cost of water and sanitary sewer charges. Invoice the Club for hydro consumption. This will be done at the end of the season. Copies of the billing will be attached to support the invoice.	Cover the cost of hydro, internet and telephone (as required).  Make payment arrangements to the Town for the hydro consumption at the end of the season. Hydro will be billed as per meter readings.
Court Resurfacing / Maintenance	See Item 14/15	See Item 14/15

## 17. Indemnification and Insurance Requirements

- (a) The Club shall indemnify and save harmless the Town from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Town may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Club its directors, employees, volunteers, contractors and agents under this Agreement, or their failure to adhere to the terms and conditions set out in this Agreement or in relation to the use of the Tennis Facility.
- (b) The Town shall indemnify and save harmless the Club from any and all claims, demands, causes of action, loss, costs, expenses including reasonable legal fees or damages that the Club may suffer, incur or be liable for resulting from the negligence, acts or omissions, obligations or performance of the Town its directors, employees, volunteers, contractors and agents under this Agreement.
- (c) The Club shall be responsible for securing and maintaining insurance coverage during the Term of this Agreement, as follows:

(d)

- i. Commercial General Liability insurance acceptable to the Town and subject to limits of not less than two million (\$2,000,000) per occurrence for bodily injury, death, damage to property and loss of use thereof.
- ii. Such Commercial General Liability insurance coverage shall be

- in the name of the Club and shall name the Town of Niagara-onthe-Lake as an additional insured thereunder.
- iii. The Club shall ensure evidence of insurance, in the form of a Certificate of Insurance, is provided to or made available to the Town upon execution of the Agreement, and annually thereafter on the renewal date, confirming such insurance policy is in good standing.
- iv. As determined by the Town, the Club agrees that it may be required to increase the liability limits required or to provide and maintain additional insurance coverage related to the requirements of this Agreement. This notice is to be provided to the Club in writing prior to April 1, the annual insurance renewal date.
- v. To provide and maintain, during the term of the Agreement, Broad Form Property insurance coverage for owned/leased property belonging to the Club. The Town shall not be responsible for loss or damage to owned/leased property belonging to the Club, its members and representatives. If requested by the Town, satisfactory evidence of such insurance coverage shall be provided.
- vi. All contractors shall maintain General Liability insurance coverage equivalent to that of the Club and the policies shall name the Club and the Town of Niagara-on-the-Lake as additional insured. Evidence of such insurance policies shall be on file with the Club.
- vii. The above insurance coverage shall contain an endorsement to provide the Town with thirty (30) days notice of any cancellation or material change to the coverage.

### 18. Entire Agreement & Province

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

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

**IN WITNESS THEREOF** the Parties hereto have executed this Agreement.

#### NIAGARA-ON-THE-LAKE CLUB

Marilyn Francis, Club President	Date
Hugh Dow,	Date
Club Vice President	
WE HAVE THE AUTHORITY TO BIND BEHALF OF THE CLUB.	AND EXECUTE THIS AGREEMENT ON
TOWN OF NIAGARA-ON-THE-LAKE	
Gary Zalepa, Lord Mayor	Date
Grant Bivol, Town Clerk	Date

WE HAVE THE AUTHORITY TO BIND THE CORPORATION AND EXECUTE THIS AGREEMENT.

## **SCHEDULES**

- A. Court Resurfacing 2024- 2037
- B. Site Amenities Locations
- C. Club Bylaw & Policies
- D. Board of Directors: 2022 2023
- E. Membership Report



# SCHEDULE A - Resurfacing Plan 2024 - 2037

MAINTENANCE ITEM	COMPLETE IN SPRING OF	COST ESTIMATE
Resurface Court 1 & 2	2027	\$ 22,100
Resurface Court 3 - 6	2030	\$ 48,200
Resurface Court 1 & 2	2034	\$ 27,100
Resurface Court 3 - 6	2036	\$ 57,500



## SCHEDULE B - Site Amenities Locations



# SCHEDULE C - NOTL Tennis Club Bylaws

## Attached



## SCHEDULE D - Current Board of Directors

Position	Name	Phone
President	Marilyn Francis	905-932-1266
Vice-President	Hugh Dow	289-868-9700
Secretary	Jill Evans	905-938-7310
Treasurer	Brenda Parks	289-213-7226
Director	John Ramsbottom	416-569-1507
Director	George Dell	905-252-0702
Director	Victor Zilinskas	613-837-7870
Director	Ann Davies	905-246-7796
Director	Ann Davies	905-246-7796

Club Email: askus@nigaratennisclub.com

# SCHEDULE E - Membership Report

			Annual # of Memberships				
Membership Type	Definition	Current Year Member Fee **	2024	2025	2026	2027	2028
Family	Two adults in same household and 4 juniors *	\$340					
Adult	Adult and 4 juniors*	\$170					
Student	Under 18 with court booking privileges	\$ 40					
Guest (with member)	Limit of 5 visits per year	\$5 / visit					
Non-Member court booking		\$20 / court/hour					
*Juniors are 12 booking privile	and under with no ege	court					
**includes HST							