

**MEMORANDUM OF UNDERSTANDING**

BETWEEN:

**City of Cold Lake**  
(herein referred to as the "City")

OF THE FIRST PART

and

**Cold Lake Fighter Jets Football Club**  
(herein referred to as "Team")

OF THE SECOND PART

**WHEREAS** the City owns and operates an Artificial Turf Field and Grandstand located at the Energy Center 109-7825 - 51 Street, Cold Lake, Alberta also referred to as Imperial Park;

**WHEREAS** The Team operates the Cold Lake Fighter Jets Football Club in the Alberta Football League (AFL);

**WHEREAS** the Team would like to utilize the Artificial Turf Field and Grandstand and sell products within the grounds and facility of the Artificial Turf Field and Grandstand during the 2019 AFL season;

**WHEREAS** the parties wish to set out their mutual understanding of the use of the Artificial Turf Field and Grandstand;

**WHEREAS** in addition to this Memorandum of Understanding (MOU), terms and conditions held within this MOU shall remain in effect: Arena and Athletic Field Use and Allocation Policy, Recreation User Fee Policy, Facility Booking Discount Policy, and any other relevant policies.

**NOW THEREFORE** this agreement witnesseth that in consideration of the covenants, conditions and stipulations herein contained, the parties hereto covenant and agree with each other as follows:

**1. Term:**

1.1 The term of this Memorandum of Understanding shall commence on full execution and shall terminate December 31, 2019.

1.2 The Team shall be entitled to renew this Memorandum of Understanding upon the same terms and conditions, excepting only the Rental Rates stated in section 2, for a further one (1) year term commencing upon the date of the expired term, subject to mutual agreement by both parties. Should the Team wish to exercise the option to renew, the Team must deliver written notice to the City not less than sixty (60) days prior to the end of the current term.

**2. Rental Rate:**

2.1 The Team shall pay the following:

2.1.1 Artificial Turf Field and Grandstand Rental Fee (Games and Prime-Time): \$100 per hour for the Artificial Turf Field and Grandstand at Imperial Park during the 2019 spring, summer and fall season. Two hour minimum booking per booking for the Artificial Turf Field and Grandstand. The rental fee for the future seasons will be determined at a later

date following the City's annual review of fees but shall not be less than the fees stated herein.

- 2.1.2 Artificial Turf Field Only Rental Fee (Games and Practices): \$70 per hour for the Artificial Turf Field at Imperial Park during the 2019 spring, summer and fall season. Two hour minimum booking per booking for the Artificial Turf Field and Grandstand. The rental fee for the future seasons will be determined at a later date following City's annual review of fees but shall not be less than the fees stated herein.
- 2.1.3 Additional Cleaning Fees: \$125 per game. Should the City deem in its sole discretion that excessive cleaning is required during any game, the addition cleaning fee will apply. The additional cleaning fees for the 2020 and 2021 AFL season shall be determined at a later date following Council's annual review but shall not be less than the fees stated herein.
- 2.1.4 Lighting Fee (Games and Practices): upon request the sport lighting system can be activated for a fee of \$40 per hour or \$80 per game, during the 2019 spring, summer and fall season. The rental fee for the future seasons will be determined at a later date following City's annual review of fees but shall not be less than the fees stated herein.
- 2.1.5 Additional Snow Removal Fee: In the event that snow removal is required for the Artificial Turf Field and Grandstand; the costs to removal the snow will be charged at cost. The City of Cold Lake will endeavor to spread the costs to various users groups in the event of multiple bookings.
- 2.1.8 Storage Room Rental Fee: where available in the Grandstand facility deemed at the sole discretion of the City; \$10 per square foot for the term of this agreement.
- 2.1.9 Parking Lot Rental Fee: \$0 for use of one parking space to store the Team bus in the Energy Centre parking lot. Use of the parking space is at the risk of the user. The Team acknowledges that the City takes no responsibility for damage, theft, or vandalism that may occur as a result of the long term parking of the bus. The Team shall be solely responsible to insure and inspect the bus as required.

### **3. Use of City Facilities:**

- 3.1 The City shall permit the Team to use the Artificial Turf Field and Grand Stand for practices as follows:
  - 3.1.1 The City will make the field available during weekday evenings on an as available basis. This availability is subject to field maintenance activities, other scheduled programming, field user policies developed, implemented and as amended from time to time by the City, and other clients using the facility based on these policies.
  - 3.1.2 Should Team fail to provide at least two (2) weeks' notice of the cancellation of the time slot(s), it shall be responsible for full payment of the field during the allocated time, subject to exceptional circumstances payment may be waived at the sole discretion of the General Manager of Community Services.
  - 3.1.3 The Team acknowledges that designated time slots may be subject to modification or cancellation from time-to-time should the City host community special events, concerts, tradeshow or other activities at the Artificial Turf Field and Grandstand during the time slots designated above.

- 3.2 The City shall permit the Team to use the Artificial Turf Field and Grandstand for games as follows:
- 3.2.1 Notwithstanding 3.2.5, prior to April 1st each year, the City agrees to provisionally reserve the Artificial Turf Field and Grandstand for the Team's home games which generally occur between May 1 to August 31 at the preferred times of Saturday from 7:00 PM to 10:00 PM.
  - 3.2.2 The Team agrees to collaborate and negotiate a home game schedule with any other users of the Artificial Turf Field, as required.
  - 3.2.3 The Official Schedule for the football season shall be determined by April 1st each year. The City shall make effort to reserve the Artificial Turf Field for use by the Team in accordance with the Official Schedule, unless such game times conflict with agreements with other users of the Facility. In the case of such conflicts, the City will work with the Team and any other user groups to facilitate a modified schedule, if necessary, for a minimum number of home games.
  - 3.2.4 Should the Team fail to provide at least two (2) weeks' notice of the cancellation of the time slot(s), it shall be responsible for full payment of the ice during the allocated time, subject to exceptional circumstances payment may be waived at the sole discretion of the General Manager of Community Services.
  - 3.2.5 The Team acknowledges that designated time slots may be subject to modification or cancellation from time-to-time should the City host community special events, concerts, tradeshows or other activities at the Artificial Turf Field and Grandstand during the time slots designated above.
  - 3.2.6 The City shall retain control of all City facility property during its rental times provided that the City will not unreasonably interfere with the Team's use.
- 3.2 The Team acknowledges that nothing in this agreement grants permission to use a City facility for any fundraising event or any other purpose unless indicated by written agreement with the City. Should The Team wish to use the Artificial Turf Field and Grandstand or Imperial Park for any purpose not specifically covered by this agreement, or any other City facility for any purpose, or wish to request any waiver of fees for the use of a City facility including but not limited to Imperial Oil Place or the Reid Field House, The Team shall make requests in accordance with City policies and procedures. Each request will be reviewed on a case-by-case basis and considered on its own merits.
- 3.3 The Team acknowledges that nothing in this agreement grants permission to use any fitness facility, equipment or classes offered at the Energy Center. Should the Team members, coaches, or staff wish to use the City's fitness facilities, an Energy Center membership must be purchased either individually or as a team through the group rates offered at the facility.
- 3.4 The Team shall at all times obey all Rules and Regulations, including but not limited to:
- 3.4.1 The following items or behaviors are not tolerated on the Premises: tobacco use, cannabis use, disruptive behavior or loitering, abusive, derogatory or obscene language;
  - 3.4.2 Individuals found deliberately damaging City property or equipment may be reported to the authorities and be required to pay for repairs and be suspended from the City's facilities;
  - 3.4.3 Obey all laws, bylaws, regulations and policies of the City;

3.4.4 Promptly report the existence of any hazardous condition to the City;

3.5 The Team is responsible for all of their invited guests and must ensure all guests and visitors conduct themselves in an orderly and reasonable manner so as not to damage the City's facilities or disturb the operational duties of the City, its employees or the public. The Team is responsible for any damages incurred.

3.6 The Team is responsible to leave the dressing room(s) in the condition it was found when commencing each event or in the condition it was in when the Team entered this agreement with the City. If in the sole opinion of the City, the dressing room has been damaged or dirtied beyond reasonable wear and tear, the damage shall be repaired or replaced by the City at the sole cost and expense of Team. Full payment for all of the City's actual costs related to the damage must be paid by Team within thirty (30) days of receipt of the City's invoice. Any damage deposit may be used to offset the cost or any damage.

#### 4. **Advertising:**

4.1 The Team will be permitted to erect temporary sponsorship signs during each game. Any sponsorship and/or advertising signs will be removed after each game.

4.2 The Team must request advance approval of all advertisers and artwork from the City. The City reserves the right to in its sole discretion decline an advertiser or particular artwork if it is deemed by the City to be inappropriate or unprofessional.

4.3 The Team understands that they shall not be entitled to any funds or annual revenue generated by the City in connection with the sale of sponsorship in connection to the facility.

4.4 Trained personnel of the Team will be permitted access to the media box in the Grandstand as well as use of the scoreboard and audio equipment within, subject to the following:

4.4.1 The Team shall be responsible for all equipment during home games and properly securing the equipment along with the media box door at the end of each game;

4.4.2 No more than five (5) individuals are permitted in the media box during the Team games unless prior approval by the City is granted;

4.4.3 All individuals in the media box must be at least 15 years old;

4.4.4 No items may be stored in the media box between games;

4.4.5 All garbage within the box, programs, papers, etc. must be removed prior to leaving for the night;

4.4.6 No food or beverages are permitted in the media box.

4.5 The City may, in its sole discretion, disallow use of the media box, if the Team fails to comply with the conditions indicated in this memorandum of understanding.

#### 5. **Liquor Sales:**

5.1 The Team shall host the sale of liquor at all Team home games. The Team shall supervise and manage the purchasing, handling, storing and sales of liquor and bar supplies including but not limited to:

5.1.1 The required certification(s) for all necessary staff involved in the sale, service and security of liquor, as established by the AGLC;

5.1.2 Provide proof of certifications at the request of the City or AGLC Inspector;

5.1.3 Comply with any exclusivity agreement that may be in place with a City facility;

5.1.4 Comply with all requirements of the liquor license.

5.2 The Team shall receive all revenue collected from bar and alcohol sales.

5.3 The Team shall be responsible for all expenses related to bar and alcohol operations.

5.4 The Team shall provide the City with

5.4.1 A copy of all Team worker / volunteer certification(s) involved in the sale, service and security of liquor prior to the first home game of the season, and provide updates as appropriate;

5.4.2 Written confirmation of compliance with all liquor and bar sales related regulations, if requested.

5.5 The City reserves the right to disallow the Team from operating the bar or serving alcohol if the City is not satisfied with the security measures or handling of alcohol. The City may in its sole discretion immediately shut down all alcohol sales and the bar if the City is not satisfied with the security measure or handling of alcohol.

## 6. **Relationship with the Other User Groups**

6.1 The Team understand and acknowledge the importance of maintaining a good relationship between all parties utilizing Artificial Turf Field and Grandstand including the City. The Team acknowledge that their commitment to work cooperatively in relation to all matters covered by this agreement, including the scheduling of games, is of mutual benefit.

## 7. **Status of Accounts Receivable**

7.1 The Team is responsible to keep its accounts receivable with the City current. No debt can be carried over between seasons.

## 8. **Insurance**

8.1 The Team shall at its own expense, maintain during the Term of the Agreement comprehensive general liability insurance of not less than \$2,000,000 which names the City of Cold Lake and its officers, employees, agents and volunteers as an additional insured. The insurance must be endorsed to provide the City with thirty (30) days advance notice or cancellation or material change. An insurance certificate indicting such must be provided to the City prior to the start of each season.

## 9. **Notice**

9.1 Any notice to be given by the parties hereto will be in writing and will either be delivered personally or mailed by prepaid registered mail as follows:

City of Cold Lake  
5513 48 Avenue,  
Cold Lake, Alberta T9M 1A1  
(Attention: Kevin Nagoya)

Cold Lake Fighter Jets Football Club  
4907 - 57 Avenue  
Cold Lake Alberta T9M 0J1  
(Attention: \_\_\_\_\_)

- 9.2 Notice given in any such manner will be deemed to have been received by the party on the day of delivery or upon the seventh (7th) day after the day of mailing. Any party may change its address for service from time to time upon written notice to that effect.
10. **Non-Waiver:** Failure of the parties to insist upon or to enforce strict performance of any of the terms of this Agreement shall not be construed as a waiver of their rights to assert or rely upon such terms subsequently.
11. **Assignment:** The Team may not assign this agreement without written consent of the City.
12. **Force Majeure:** Neither party shall be considered in breach of this Agreement because of delays or failure to fulfill the terms of this Agreement due to events of force majeure beyond the control of the parties, which include but are not limited to: natural disasters, weather conditions, government action or inaction, fire, flood, epidemic, quarantine restriction, or labor strikes.
13. **Default & Termination:**
- 13.1 If the City is of the opinion that the Team has undertaken or permitted any activity within the Artificial Turf Field and Grandstand which is outside of what is permitted by this Agreement, may be a nuisance or cause damage, if the Team is in default of any of the terms or conditions of this Agreement, the City may terminate this Agreement verbally or in writing and the Team must immediately vacate the Premises.
- 13.2 If the Team fails to perform any of its obligations under this Agreement, the City has the right to take such action as is reasonably necessary in the sole discretion of the City to perform such obligations. In such an event, the Team will be responsible for the payment of all costs by the City pursuant to this Agreement.
14. **Release of Liability and Indemnity**
- 14.1 The Team shall waive and released the City from any liability for damage or loss to any persons or property which occurs in connection with the premises, the building, and its grounds.
- 14.2 The Team will at all times indemnify and save harmless the City from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including without restriction legal costs on a solicitor and his own client full indemnity basis) and expenses whatsoever that may be brought, made or incurred by or against the City by reason of, arising out of, or in any way related to the use of the Premises by the Team, its members, employees, administration, invitees, agents or contractors.
15. **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties and supersedes all prior representations and discussions pertaining to all matters directly or indirectly covered in this Agreement. There are no conditions, warranties, representations, understandings or agreements of any nature other than as set out in this Agreement, subject to the exception that the following continue to apply: the recreational facilities user agreements, Field Allocation Policies, Recreation User Fee Policies, and any other relevant City of Cold Lake policies. By executing this Agreement, the parties acknowledge that they have taken as much time and independent advice as thought necessary to consider matters before entering into this Agreement. This Agreement may only be amended by a subsequent written instrument signed by both parties.
16. **Acknowledgement and Acceptance of Terms:** Each of the patties agree that it fully understands the terms of this Agreement and accepts the provisions of this Agreement voluntarily, acting wholly upon its own judgement, belief and knowledge and that it has not been influenced in

entering into this Agreement by any act, statement or representation of any party to this Agreement.

IN WITNESS WHEREOF the parties herein under proper authorization, hereby duly execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

CITY OF COLD LAKE

Per: \_\_\_\_\_

Print name: \_\_\_\_\_

Per: \_\_\_\_\_

Print name: \_\_\_\_\_

COLD LAKE FIGHTER JETS

Per: \_\_\_\_\_

Print name: \_\_\_\_\_

Per: \_\_\_\_\_

Print name: \_\_\_\_\_