

MEMORANDUM OF UNDERSTANDING

BETWEEN:

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

OF THE FIRST PART

and

Cold Lake Junior B Ice Hockey Organization
(herein referred to as the "The Ice")

OF THE SECOND PART

WHEREAS the City owns and operates the Imperial Oil Place at the Energy Center located at 7825 – 51 street, Cold Lake, Alberta;

WHEREAS The Ice would like to utilize Imperial Oil Place and advertise and sell products within Imperial Oil Place during the 2018/2019, 2019/2020 and 2020/2021 Junior B hockey seasons;

WHEREAS the Ice understand that the City is in negotiations with the Western States Hockey League which intends to expand to Canada for the 2018-2019 seasons through the newly formed Western Provinces Hockey Association (WPHA) and if a team starts in the City that will impact the arrangement the City has with The Ice for advertising and ice usage;

WHEREAS the parties wish to set out their mutual understanding;

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:** This Agreement shall commence upon full execution and continue until terminated in accordance with this Agreement.
2. **Rental Rate:**
 - 2.1 The Ice shall pay the following:
 - 2.1.1 Ice Rental Fee: \$140 per hour for ice use and ice flooding at the Imperial Oil Place during the 2018/2019 hockey season. The rental fee for the 2019/2020 and 2020/2021 hockey season shall be determined at a later date following Council's annual review.
 - 2.1.2 Ice Rental Fee (Non-Prime-Time Practices): \$62.50 per hour for ice use and ice flooding at the Imperial Oil Place during the 2018/2019 hockey season. The rental fee for the 2019/2020 and 2020/2021 hockey season shall be determined at a later date following Council's annual review.
 - 2.1.3 Additional Cleaning Fee: \$125 per playoff game. Should the City deem in its sole discretion that excessive cleaning is required during regular seasons games, the additional cleaning fee will apply. The additional cleaning fee for the 2019/2020 and 2020/2021 hockey season shall be determined at a later date following Council's annual review.

- 2.1.4 Dressing Room Rental Fee: \$5 per square foot for the 2018/2019, 2019/2020 and 2020/2021 season. The dressing room shall have an exterior access.
- 2.1.5 Additional Storage Use Fee: \$5 per square foot for all storage areas used outside the dressing room as requested by The Ice, subject to the exception that the City shall permit game day equipment storage outside The Ice dressing room if necessary at no extra cost. The size of the storage area shall be reviewed and agreed to by the City on a case-by-case basis, if available.
- 2.1.6 Parking Lot Rental Fee: \$0 for use of one parking space to store The Ice team bus in the Imperial Oil parking lot. Use of the parking space is at the risk of the user. The Ice 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 Ice shall be solely responsible to insure and inspect the bus as required.

3. Use of City facilities:

- 3.1 The City shall permit the Ice to use the Imperial Oil Place for practice as follows:
 - 3.1.1 Tuesdays from 8:30 PM to 10:00 PM and either Wednesdays or Thursdays from 9:30 PM to 10:45 PM, subject to The Ice providing written confirmation that it will require the time slot(s) no later than October 1, 2018 for the 2018/2019 hockey season, October 1, 2019 for the 2019/2020 hockey season, and October 1, 2020 for the 2020/2021 hockey season;
 - 3.1.2 Should The Ice 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.
 - 3.1.3 The Ice understand that the designated time slots may be subject to modification or cancellation from time-to-time if the City hosts a community special events, concerts, tradeshow or other activities at the Imperial Oil Place during the time slots designated above.
- 3.2 The City shall retain control of all City facility property during its rental times provided that the City will not unreasonably interfere with The Ice's use.
- 3.3 The Ice understand 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 Ice wish to use Imperial Oil Place 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 Ice 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.
- 3.4 The Ice understand that nothing in this agreement grants permission to use any fitness facility, equipment or classes offered at the Energy Center. Should The Ice 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.

- 3.5 The Ice shall at all times obey all Rules and Regulations, including but not limited to:
 - 3.5.1 The following items or behaviors are not tolerated on the Premises: tobacco use, disruptive behavior or loitering, abusive, derogatory or obscene language;
 - 3.5.2 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;
 - 3.5.3 Obey all laws, bylaws, regulations and policies of the City;
 - 3.5.4 Promptly report the existence of any hazardous condition to the City;
- 3.6 The Ice 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 Ice is responsible for any damages incurred.
- 3.7 The Ice is responsible to leave the dressing room in the condition it was in when The Ice 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 The Ice. Full payment for all of the City's actual costs related to the damage must be paid by The Ice 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 Ice understand that as long as the WPHA enters an agreement with the City revenue opportunities at Imperial Oil Place shall be shared 50/50 between the WPHA hockey team and The Ice such that The Ice may sell and receive the revenue collected from:
 - 4.1.1 **Half** of the In-Ice decal advertising sales at Imperial Oil Place, subject to the following:
 - 4.1.1.1 Decals will be installed at the time the ice is put in prior to the beginning of the season.
 - 4.1.1.2 Decals must be provided to City staff no later than August 1st with a map outlining which sponsors logos are to be placed in which location, ensuring that the layout of sponsor logos does not exceed the diagram attached as Appendix "A".
 - 4.1.1.3 The center ice logo shall alternate annually between The Ice and WPHA hockey team with the WPHA having the center ice logo for the 2018/2019 season, unless the WPHA and The Ice mutually agree to a different arrangement.
 - 4.1.1.4 The space allocated in front of the crease and directly behind area "D" on the diagram attached as Appendix "A" shall be provided to Cold Lake Minor Hockey and Cold Lake Figure Skating Club at no charge. The logos will be provided by their respective organizations.
 - 4.1.2 All of the video clock advertising to be played during The Ice home games, subject to the following:
 - 4.1.2.1 The video clock shall be operated by trained personnel of The Ice organization.
 - 4.1.2.2 The Ice understand that the City will aim to keep the video clock operational for all homes games however the City makes no guarantees or

accepts no responsibility for lost revenues as a result of outages caused by damage or necessary repairs.

- 4.1.3 **Half** of the stair riser and **half** of the rink board glass advertising, subject to the following:
 - 4.1.3.1 The Ice produces all artwork to the City and installation will be conducted the City or a subcontractor to the City, which may include The Ice;
 - 4.1.3.2. The City sets the parameters related to the artwork maintenance, replacement, and removal at the end of the season;
 - 4.1.3.3 Any signage that is damaged, peeling off, or otherwise not in good condition will be removed or replaced within 48 hours;
 - 4.1.3.4 All expenses related to the production, installation, maintenance and removal of the advertising will be on a cost recovery basis and invoiced to The Ice;
 - 4.1.3.5 Visibility of the advertisement is only guaranteed during The Ice game times. Such advertisement may be covered or otherwise hidden during other programs or events held in Imperial Oil from time to time;
- 4.1.4 The advertising on the media box, subject to the following conditions:
 - 4.1.4.1 The Ice produces all artwork to the City and installation will be conducted the City or a subcontractor to the City, which may include The Ice;
 - 4.1.4.2 The City sets the parameters related to the artwork maintenance, replacement, and removal at the end of the season;
 - 4.1.4.3 All expenses related to the production, installation, maintenance and removal of the advertising will be on a cost recovery basis and invoiced to The Ice;
 - 4.1.4.4 Advertising is only guaranteed during game times.
- 4.2 Should the WPHA League not inaugurate in Cold Lake, the Ice may sell and receive the revenue collected from:
 - 4.2.1 **All** of the In-Ice decal advertising sales at Imperial Oil Place, subject to the following:
 - 4.2.1.1 Decals will be installed at the time the ice is put in prior to the beginning of the season.
 - 4.2.1.2 Decals must be provided to City staff no later than August 1st with a map outlining which sponsors logos are to be placed in which location, ensuring that the layout of sponsor logos does not exceed the diagram attached as Appendix "A".
 - 4.2.1.3 The Ice shall have the center ice logo.
 - 4.2.1.4 The space allocated in front of the crease and directly behind area "D" on the diagram attached as Appendix "A" shall be provided to Cold Lake Minor Hockey and Cold Lake Figure Skating Club at no charge. The logos will be provided by their respective organizations.
 - 4.2.2 All of the video clock advertising to be played during The Ice home games, subject to the following:
 - 4.2.2.1 The video clock shall be operated by trained personnel of The Ice organization.
 - 4.2.2.2 The Ice understand that the City will aim to keep the video clock operational for all homes games however the City makes no guarantees or accepts no responsibility for lost revenues as a result of outages caused by damage or necessary repairs.
 - 4.2.3 **All** of the stair riser and **all** of the rink board glass advertising, subject to the following:

- 4.2.3.1 The Ice produces all artwork to the City and installation will be conducted the City or a subcontractor to the City, which may include The Ice;
- 4.2.3.2 The City sets the parameters related to the artwork maintenance, replacement, and removal at the end of the season;
- 4.2.3.3 Any signage that is damaged, peeling off, or otherwise not in good condition will be removed or replaced within 48 hours;
- 4.2.3.4 All expenses related to the production, installation, maintenance and removal of the advertising will be on a cost recovery basis and invoiced to The Ice;
- 4.2.3.5 Visibility of the advertisement is only guaranteed during The Ice game times. Such advertisement may be covered or otherwise hidden during other programs or events held in Imperial Oil from time to time;
- 4.2.4 All advertising on the media box, subject to the following conditions:
 - 4.2.4.1 The Ice produces all artwork to the City and installation will be conducted the City or a subcontractor to the City, which may include The Ice;
 - 4.2.4.2 The City sets the parameters related to the artwork maintenance, replacement, and removal at the end of the season;
 - 4.2.4.3 All expenses related to the production, installation, maintenance and removal of the advertising will be on a cost recovery basis and invoiced to The Ice;
 - 4.2.4.4 Advertising is only guaranteed during game times.
- 4.3 The Ice 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.
- 4.4 The Ice understand that they shall not be entitled to any funds or annual revenue generated by the City in connection with the sale of the rink board advertising.
- 4.5 Trained personnel of The Ice will be permitted access to the media box at Imperial Oil Place as well as use of the electronic/video equipment within, subject to the following:
 - 4.5.1 The Ice 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;
 - 4.5.2 No more than five (5) individuals are permitted in the media box during The Ice games unless prior approval by the City is granted;
 - 4.5.3 All individuals in the media box must be at least 15 years old;
 - 4.5.4 No items may be stored in the media box between games;
 - 4.5.5 The all garbage within the box, programs, papers, etc. must be removed prior to leaving for the night;
 - 4.5.6 No food or beverages are permitted in the media box.
- 4.6 The City may, in its sole discretion, disallow use of the media box, if The Ice fails to comply with the conditions indicated in this memorandum of understanding.

5. Liquor Sales:

- 5.1 The Ice shall host the liquor license for bar operations at all Ice home games. The Ice shall supervise 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 Ice shall receive all revenue collected from bar and alcohol sales.
- 5.3 The Ice shall be responsible for all expenses related to bar and alcohol operations.
- 5.4 The Ice shall provide the City with
 - 5.4.1 A list of all Ice volunteers with ProServe and/or ProTect certification prior to the first home game of the season, and provide updates as appropriate;
 - 5.4.2 Written confirmation of compliance of compliance with all liquor and bar sales related regulations, if requested;
- 5.5 The City reserves the right to disallow The Ice 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 WPHA

- 6.1 The Ice understand and acknowledge the importance of maintaining a good relationship between all parties utilizing Imperial Oil Place including the City and the WPHA. The Ice acknowledge that their commitment to work cooperatively in relation to all matters covered by this agreement, including advertising opportunities and the scheduling of games, is of mutual benefit.

7. Status of Accounts Receivable

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

8. Insurance

- 8.1 The Ice 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 the season. The insurance must include coverage for the service of alcohol to patrons. The Ice is responsible for the safety and security of the patrons who consume alcohol regardless of the host of the liquor license.

9. Notice

- 9.1 Any notice to be given by the parities 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 Junior B Ice Hockey Organization
PO Box 1494, Cold Lake AB T9M 1A1
(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 Ice 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, loss, destruction or any maintenance of City transit property, quarantine restriction, or labor strikes.

13. Default & Termination:

13.1 If the City is of the opinion that The Ice has undertaken or permitted any activity within the Imperial Oil Place which is outside of what is permitted by this Agreement, may be a nuisance or cause damage, if The Ice 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 Ice must immediately vacate the Premises

13.2 If The Ice 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 Ice will be responsible for the payment of all costs by the City pursuant to this Agreement.

13 Release of Liability and Indemnity

14.1 The Ice 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 Ice 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 Ice, its members, employees, administration, invitees, agents or contractors.

14 **Entire Agreement:** This Agreement contains the entire agreement and understanding between the parties and supercedes 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. 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.

- 15 **Acknowledgement and Acceptance of Terms:** Each of the parties 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 JUNIOR B ICE
HOCKEY ORGANIZATION**

Per: _____

Print name: _____

Per: _____

Print name: _____

Appendix "A"
On Ice Sponsorship Allocations

The Ice may utilize A, D, E, G, I

The WPHA may utilize B, C, F, H, J

