

## MEMORANDUM OF UNDERSTANDING

### BETWEEN:

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

OF THE FIRST PART

and

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

OF THE SECOND PART

**WHEREAS** the City owns and operates the Energy Centre and the Chamber wishes to hold the Home and Leisure Show at the Energy Center in 2021, 2022, and 2023;

**WHEREAS** the City and the Chamber agree that this event would be for the overall promotion and benefit to the residents of the City of Cold Lake;

**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 on the date of full execution and continue until December 31, 2023, with the option to extend the agreement for another three (3) years if mutually agreed upon by both parties.

**2. Use of Premises:**

2.1 The Chamber will be permitted to access to the following spaces within the Energy Center:

- The Reid Fieldhouse
- The Imperial Oil Place Arena (IOPA)
- The hallways adjacent to the Phase III Expansion Arena and the rockwall which may be used to host a trade show
- An Auxillary refreshment room with tables and chairs (location to be determined by Energy Centre staff)

(together the "Premises")

2.2 The City shall allow the Chamber access to, and use of, the Premises, at the following times with no other events to be booked in the Premises from Thursday to Sunday on the dates indicated:

2.2.1 April 15-18, 2021

Thursday April 15<sup>th</sup> from 10:00 AM to 9:30 PM

Friday April 16<sup>th</sup> from 7:00 AM to 9:30 PM

Saturday April 17<sup>th</sup> 7:00 AM to 9:30 PM

Sunday April 18<sup>th</sup> 9:00 AM to 9:30 PM

2.2.2 April 7-10, 2022

Thursday April 7<sup>th</sup> from 10:00 AM to 9:30 PM

Friday April 8<sup>th</sup> from 7:00 AM to 9:30 PM

Saturday April 9<sup>th</sup> 7:00 AM to 9:30 PM

Sunday April 10<sup>th</sup> 9:00 AM to 9:30 PM

2.2.3 April 20-23, 2023

Thursday April 20<sup>th</sup> from 10:00 AM to 9:30 PM

Friday April 21<sup>st</sup> from 7:00 AM to 9:30 PM

Saturday April 22<sup>nd</sup> 7:00 AM to 9:30 PM

Sunday April 23<sup>rd</sup> 9:00 AM to 9:30 PM

- 2.3 The City shall retain control of the Premises provided that the City will not unreasonably interfere with the Chamber's rights under this agreement.
- 2.4 The Chamber acknowledges that the City may embark on a multi-year construction, renovation and/or expansion project at the Premises which may impact operations of the tradeshow during the course of this agreement. The Chamber and the City will make a determination whether such an impact warrants cancellation or modification of this agreement.
- 2.5 The City agrees that no similar tradeshow event will be held for 14 days prior to the beginning of or 14 days following the last day of the Home and Leisure Tradeshow.

**3. Rental Fee:**

- 3.1 The City is providing the Chamber with use of the aforementioned spaces and resources at no rental fee.
- 3.2 The Chamber shall provide the City ten percent (10%) of the net revenue that is raised from the event, and activities directly attributed to the event, and shall include a detailed financial statement no later than 90 days following the event completion.

**4. City Responsibilities:**

- 4.1 The City shall provide the Chamber access to, and use of, the Premises during the times indicated in this Agreement.
- 4.2 The City shall ensure the Premises are ready for use including maintaining and cleaning the Premises to the standards set by the City.
- 4.3 The City agrees to arrange for:
- 4.3.1 the flooring to be laid in the IOPA and the Reid Fieldhouse by no later than 10:00 AM on the Thursday morning of the event;
  - 4.3.2 the stage set up in the Fieldhouse as mutually agreed upon at a planning meeting;
  - 4.3.3 Premises lighting and unlock the doors at the agreed upon times stated in Section 2.1;
  - 4.3.4 on site janitorial staff available during the event to maintain the cleanliness of the Premises including but not limited to gathering the garbages from the exhibitor booths, vacuuming carpets and clean washrooms as necessary.

- 6.2 Notice given as established will be deemed to have been received by the party on the day of delivery or upon the seventh (7<sup>th</sup>) day after the day of mailing. Any party may change its address for service from time to time upon written notice to parties herein.
7. **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.
8. **Assignment:** The Chamber may not assign this agreement without written consent of the City.
9. **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, pandemic, loss, quarantine restriction, or labor strikes.

#### **10. Default & Termination:**

- 10.1 If the City is of the opinion that the Chamber has undertaken or permitted any activity within the Premises which is outside of what is permitted by this Agreement, or may be viewed as a nuisance or to cause damage, 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 Chamber must immediately vacate the Premises.
- 10.2 If the Chamber 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 Chamber will be responsible for the payment of all costs incurred by the City pursuant to this Agreement.
- 10.3 This agreement may be terminated by either party due to breach of the terms of this agreement or with 180 days written notice by either party without cause.

#### **11. Release of Liability and Indemnity**

- 11.1 The Chamber waives and releases 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.
- 11.2 The Chamber will indemnify and save harmless the City, its employees and agents from and against all claims, demands, losses, damages, costs and expenses made against or incurred, suffered or sustained by the City at any time by any of the Chamber's servants, employee, officer, director, exhibitor, registrant or sub-contractor, the same or any of them arising out of or from anything done or omitted to be done by such, pursuant to this

agreement excepting always liability arising out of the independent acts of the City of Cold Lake.

- 11.3 The Chamber acknowledges that those involved in the execution of the event, including staff, volunteers, exhibitors and contractors are considered independent entities and are, therefore, responsible for coverage of Worker's Compensation. The Chamber must also ensure that these parties have proof of insurance coverage as the City is not responsible for any compensation due to their employees/workers.

**12. 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.

**13. 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 \_\_\_\_\_, 2020.

**CITY OF COLD LAKE**

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

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

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

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

**COLD LAKE REGIONAL CHAMBER  
OF COMMERCE**

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

Print name: Ryan Lefebvre

Per: Buckle

Print name: Sherri Buckle