

THIS LICENSE AGREEMENT MADE EFFECTIVE
BETWEEN:

CITY OF EDMONTON
(The "City")
and

EDMONTON MINOR HOCKEY ASSOCIATION
Known as HOCKEY EDMONTON
(The "Licensee")
Account:

Attention: Mark Doram, representative of the Licensee
Business: (780) 413-3498 Home: (780) Fax: (780)

Whereas:

The City is the owner, or the authorized agent for the owner, of the following properties listed under Licensed Facilities in Schedule "A" (the "Premises");

The Licensee wishes to license the Premises from the City for the purposes of:

Event Name: **Hockey Edmonton 2018/2019** Event Description: Minor Hockey
Type of Use: Ice Time for Minor Hockey games and practices (the "Authorized Purpose")

NOW THEREFORE in consideration of the mutual covenants contained herein, the Licensee and the City agree as follows:

1. LICENSE AGREEMENT

The following documents shall form part of this License Agreement:

- (a) Schedule "A" -Additional Conditions, Payment Schedule, Licensed Facilities
- (b) Schedule "B" -Terms and Conditions; and
- (c) Schedule "C"-Guidelines for Arena Use.

2. LICENSE

The City grants to the Licensee the use of the Premises for the Authorized Purpose during the Term subject to the Terms and Conditions and Guidelines.

The Licensee shall pay to the City: for the use and occupation of the Premises, the amount of Four Million O n e Hundred Thirty- Six Thousand, Eight Hundred and Ninety- Five Dollars and Sixty Five Cents (**\$4,136,895.65**) For the GST, Two Hundred Six Thousand, One Hundred and Thirty- Nine Dollars and Eighty-Seven Cents (**\$206,139.87**) GST# 119326270, for the total License fee of Four Million Three Hundred Forty Three Thousand, Four Hundred and Seventy-Nine Dollars and Seventy- Six Cents (**\$4,343,479.76**).

If the Licensee terminates or reduces the Term in accordance with the Terms and Conditions, a cancellation fee will be payable as outlined in the Terms and Conditions (Schedule "B")

3. TERM

This License Agreement will commence on the Third day of September, 2018 and expire on the First day of April, 2019.

4. ADDITIONAL CONDITIONS

The additional license conditions located in "Additional Conditions" in Schedule A shall apply to the License Agreement.

5. NOTICE OF ADDRESS

To the City at: P O Box 2359
Edmonton, AB T5J 2R7
Attention: Rob Stewart

To the Licensee at: 10618 124 Street
Edmonton, AB T5N 1S3
Attention: Mark Doram

The undersigned hereby warrants and represents that he/she makes this request on behalf of Hockey Edmonton Association and has sufficient power, authority and capacity to bind the Hockey Edmonton Association with his/her signature.

The City of Edmonton as represented by: Edmonton Minor Hockey Association

Dated: _

-

Committee Approval Date:

Please check all 8 pages of the License Agreement

Account: 1311984

 ADDITIONAL CONDITIONS, PAYMENT SCHEDULE, LICENSED FACILITIES

ADDITIONAL CONDITIONS

Expected Attendance: 25

The specific dates and hours of use during the Term are specified in the individual booking permits for each facility, such booking permit numbers as referenced in the chart below.

PAYMENT SCHEDULE

The Licensee shall pay the License Fee in four (4) equal installments of **\$1,085,869.94** each. The first payment is due on or before October 06 2018. The second payment is due on or before December 15, 2018. The third payment is due on or before January 19, 2019. The fourth and final payment is due on or before April 7, 2019.

LICENSED FACILITIES:

<u>Booking License #</u>	<u>Arena</u>	<u>Total Ice</u>	<u>Total G.S.T.</u>	<u>Total Cost</u>
985215	Special Events	\$142,623.15	\$7,130.94	\$149,754.09
995287	Donnan	\$124,962.66	\$6250.25	\$131,212.91
985280	Bill Hunter	\$175,360.78	\$8768.63	\$184,129.41
985281	Callingwood	\$200,709.02	\$10,038.20	\$210,747.22
985283	Clareview	\$240,652.16	\$12,035.77	\$252,687.93
985284	Castledowns	\$228,870.08	\$11,445.93	\$240,316.01
985282	Confederation	\$108,646.86	\$5,432.51	\$114,079.37
985285	Coronation	\$139,658.81	\$6,237.14	\$146,643.62
985286	Crestwood	\$78,495.68	\$3,926.10	\$82,421.78
985288	Glengarry	\$112,074.19	\$5,605.31	\$117,679.50
985291	Grand Trunk	\$97,988.60	\$4,900.75	\$102,889.35
985293	Kenilworth	\$158,957.85	\$7,949.44	\$166,907.29
985294	Kinsmen	\$215,435.64	\$10,773.86	\$226,209.50
985295	Londonderry	\$124,148.01	\$6,207.99	\$130,356.00
985296	Michael Cameron	\$99,811.86	\$4,992.45	\$104,804.31
985297	Millwoods	\$279,862.57	\$13,996.68	\$293,859.25
985298	Oliver	\$118,547.77	\$5,929.54	\$124,477.31
985299	Russ Barnes	\$157,483.69	\$7,875.86	\$165,359.55
985300	George S Hughes	\$158,769.68	\$7,940.79	\$166,710.47
985301	Tipton	\$134,389.72	\$6,721.47	\$141,111.19
985302	Westwood	\$146,198.82	\$7,312.29	\$153,511.11
985303	Terwillegar	\$634,920.78	\$31,748.22	\$666,669.00
985304	The Meadows	\$232,257.45	\$11,616.32	\$243,873.77
985372	Minor Hockey Week	\$26,069.82	\$1,303.43	\$27,069.82
		\$4,136,895.65	\$206,139.87	\$4,343,479.76

TERMS AND CONDITIONS

1. PAYMENT OF LICENSE FEE

- 1.1 The City shall provide a monthly statement that describes the Premises used by the Licensee and the amount owing, if any, to the City by the Licensee. The Licensee shall pay the City in a manner consistent with the terms and conditions indicated on the statement.
- 1.2 If the Term represents only one date or time of use, then the Licensee shall pay the License Fee to the City prior to the start of the Term.

2. USE OF PREMISES

- 2.1 The Licensee shall use the Premises solely for the Authorized Purpose described in the License Agreement and will comply with all Federal, Provincial or Municipal law.
- 2.2 The Licensee will not do or permit to be done in the Premises anything which may render void or voidable any insurance policy or policies on the Premises.
- 2.3 The Licensee shall not bring any alcoholic beverages on to the Premises without first having obtained the appropriate approvals and permit from the City's Community Services Department and acquiring the appropriate license from the Alberta Gaming and Liquor Commission.
- 2.4 Unless otherwise specifically authorized in writing by the City, the Licensee is prohibited from conducting the following activities:
 - (a) the sale of merchandise, souvenirs or novelties;
 - (b) rentals of any kind;
 - (c) any advertising; and
 - (d) any commercial filming, photography or media coverage;
- 2.5 The Licensee shall comply with the Guidelines attached as Schedule "C". The City may amend the Guidelines from time to time, and in the event that the Guidelines are found to be inconsistent, contrary to, or in conflict with the wording of these Terms and Conditions, the wording of these Terms and Conditions shall apply.
- 2.6 The Licensee shall comply with all rules and regulations posted at the Premises. The rules and regulations posted at the Premises may be amended from time to time by the City. In the event that the rules and regulations are inconsistent, contrary or in conflict with the provisions of this License Agreement, the provisions of this License Agreement shall apply.
- 2.7 All designated City personnel shall have complete access to any part of the Premises at any time during the Term.
- 2.8 The Licensee shall pay the City for any City property damaged or destroyed during the Licensee's use of the Premises, reasonable wear and tear excepted.

3. TERMINATION OR AMENDMENT BY CITY

- 3.1 The City may immediately terminate this License Agreement with forfeiture by the Licensee of all License Fees paid to the City if:
 - (a) the Licensee fails to pay the License Fee,
 - (b) the Licensee fails to use the Premises during the Term, or
 - (c) the Licensee fails to comply with the provisions of this License Agreement.

TERMS AND CONDITIONS

- 3.2 The City may terminate this License agreement or amend the Term, with the License Fee to be adjusted on a pro rata basis, by providing written notice to the Licensee if:
- (a) a mechanical failure occurs in the Premises or its related equipment;
 - (b) it would not be advisable, in the opinion of the City, to use or occupy the Premises; or
 - (c) the City provides notice at least thirty (30) days in advance of the date of termination or amendment.

- 3.3 The City may change the Premises from one location to another by providing notice to the Licensee of such change.

4. TERMINATION OR AMENDMENT BY LICENSEE

- 4.1 The Licensee may terminate this License Agreement or reduce the Term by providing the City with written notice at least sixteen (16) days in advance of the date of termination or reduction of Term. The Licensee shall receive a full or pro-rated refund of any License Fee paid to the City for the part of the Term and the Licensee shall be required to pay a cancellation fee equivalent to 5% of the License Fee.
- 4.2 If the Licensee fails to provide the City with written notice at least sixteen (16) days in advance of the date of termination or reduction of Term the License Fee paid to the City will be non-refundable.

5. INDEMNITY AND WAIVER

- 5.1 All property of whatever nature or kind brought on to the Premises by the Licensee during the License Term shall be brought on to the Premises at the sole risk of the Licensee.
- 5.2 The City makes no representation or warranty to the Licensee concerning liability for loss or damage to such property while they are on the Premises.
- 5.3 The Licensee covenants and agrees that it shall not make or bring any claim, action, suit, proceeding or demand against the City, its elected officials, officers, employees, servants, agents and contractors with respect to any act, failure to act, default, misconduct, occurrence, incident, accident or happening relating in any manner whatsoever to this License Agreement and the rights and obligations arising therefrom, which, without limiting the generality of the foregoing shall include any claim, action, suit, proceeding or demand arising in tort or in contract unless arising out of the negligent or willful acts of the City, its employees or agents.
- 5.4 The Licensee covenants and agrees to indemnify and save harmless the City and its elected officials, officers, employees, servants, agents and contractors with respect to any suit, proceeding, claim or demand made or brought against the City by any party with respect to any occurrence, incident, accident, or happening relating in any manner whatsoever to the negligent acts or omissions of the Licensee, its employees, agents and invitees, and which indemnity shall, without restricting the generality of the foregoing, include all legal costs on a solicitor and client basis incurred by the City in defending such a claim, action, suit, proceeding or demand.

TERMS AND CONDITIONS

6. INSURANCE

6.1 It is required that the Licensee, at its own expense, obtain and maintain throughout the Term, General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000.00) per occurrence for death, bodily injury, property damage, and personal injury.

This insurance policy should be endorsed to add the City as an additional insured and include the following coverage's:

- (a) Blanket contractual;
- (b) Tenant's legal liability;
- (c) Premises and operations;
- (d) Cross liability/severability of interests;
- (e) Injury to participants, if applicable;
- (±) Host liquor liability, if applicable; and
- (g) Intentional injury, if applicable.
- (h) City of Edmonton as an additional insured.

6.2 The Licensee shall, upon request by the City, provide the City with proof of the existence of such insurance in the form of a City certificate of insurance or such other form acceptable to the City's Director of Risk Management.

7. CONTROL OF PREMISES

7.1 The final authority on all matters at the Premises shall be the Community Services Department.

8. GENERAL

8.1 Any disputes regarding any matter concerning the use of the Premises by the Licensee, pursuant to the terms of this License, shall be referred to the City's General Manager, Community Services Department, whose decision will be final and binding.

8.2 This License shall not be assigned or transferred without prior written consent of the City.

8.3 The Licensee acknowledges that The Freedom of Information and Protection of Privacy Act (Alberta), as amended, applies to all information and records relating to, or obtained, created or collected under this License Agreement.

8.4 The Laws of the Province of Alberta shall govern this Agreement.
(a) any commercial filming, photography or media coverage.

8.5 Time is considered to be of the essence in this Agreement.

8.6 This Agreement is the entire agreement between the City and the Licensee with regard to the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the City and the Licensee except as expressly stated in this Agreement or as agreed in writing by the parties.

8.7 The waiver by the City or the Licensee of the strict performance of any term or condition in this Agreement shall not constitute a waiver of any other term or condition nor shall it be deemed a waiver of any subsequent breach of the same or of any other term or condition in this Agreement.

TERMS AND CONDITIONS

- 8.8 This Agreement shall not be modified, varied or amended except by the written agreement of the City and the Licensee.
- 8.9 This Agreement shall be binding upon the City and the Licensee and their respective successors and permitted assigns.
- 8.10 Notices or other correspondence shall be addressed to City or the Licensee at the addresses stated on the first page of this License Agreement.

GUIDELINES FOR ARENA USE

We are pleased to make the ice arenas available for your use. If you have any questions about any of these guidelines or rules and regulations posted at the facility, please contact the Facility Booking staff at 442-4546.

Keys for the dressing rooms are available from the arena operator or cashier and may be obtained by leaving suitable ID with the arena operator or cashier. Always lock the dressing room door while on the ice. Keys must be returned after each rental, if they are not returned within 24 hours, the customer will be charged a fee.

Participants in the ice rental will not be allowed on the ice until the Licensee has received permission from the arena operator. Participants must leave the ice at the appointed time indicated on the License or when directed to do so by the arena operator.

Participants must leave the Players boxes and ice surface area while the ice is being maintained.

The Licensee is responsible for the conduct of the ice rental participants at all times and must endeavor to prevent disorderly conduct before, during and after the ice rental, both on and off the ice, and in the building and surrounding grounds. The Licensee will be billed for any damage, vandalism or extra cleaning. Warm ups are to be conducted in designated area only. Not all facilities will have an area available. Please check with the arena attendant.

The arena operator is the sole judge of whether the ice conditions are suitable for play. The arena operator is authorized to refuse permission to use the ice. No refund will be issued if the Licensee decides for themselves that the ice is unsuitable and does not use it.

The arena operator will have the authority to escort from the building anyone who is creating a disturbance or failing to adhere to warnings.

All participants are required to leave the Premises tidy and in the same condition as prior to their use.

The consumption of alcohol is prohibited on the Premises.

Smoking is prohibited in the Premises.

All arenas are equipped with first aid facilities. All accidents should be reported to the arena operator.

Arenas will not be open or available for use until 1 hour prior to booked time, unless previously approved through Facility Bookings.

Advertising posters cannot be posted without the express approval of Facility Bookings which will be signified on the poster by a stamp.

Licensees must make themselves aware of and comply with the rules and regulations posted at the Premises.