

THIS AMENDING AGREEMENT IS DATED EFFECTIVE \_\_\_\_\_ AND MADE BETWEEN:

THE CITY OF EDMONTON  
(the "City")

and

\_\_\_\_\_  
(the "League")

and

THE EDMONTON FEDERATION OF COMMUNITY LEAGUES  
(the "Federation")

- A. The City, the Federation and the League entered into a Tripartite License agreement, dated XXX (the "Agreement").
- B. The Agreement provided that the City would license land to the League for the purposes of providing Recreation, as such term is defined in the Agreement.
- C. The City, the Federation and the League wish to amend the Agreement in accordance with the terms of this Amending Agreement #1 to the Agreement.

IN CONSIDERATION OF the sum of ONE DOLLAR (\$1.00) paid to the City by the League and the mutual promises made by the City, the Federation, and the League as outlined in this Amending Agreement #1, the City, the Federation, and the League agree as follows:

- 1. Section 1.3 is deleted in its entirety.
- 2. Section 1.6. is deleted in its entirety and replaced with the following:
  - a. 1.6. "Facilities" means those buildings, structures, amenities or improvements that Community Leagues have on the Site, or may develop, which includes but is not limited to buildings, fences, basketball courts, tennis courts, pickleball courts, skating rinks, rink shacks, batting cages, parking lots, lights and landscaping;
- 3. Section 1.13. is deleted in its entirety and replaced with the following:
  - a. 1.13. "Recreation" means the experience that results from freely chosen participation in physical, social, cultural, intellectual, creative and spiritual pursuits that enhance individual and community wellbeing.

4. Section 1.15. is deleted in its entirety and replaced with the following:
  - a. 1.15. “Sub-license” means any license agreement entered into between the Community League and a third party not-for-profit or for-profit organization for the use of space for the purposes of Recreation, on or within the Site and which is subject to the terms of this License Agreement.
  
5. Section 1.16. is deleted in its entirety and replaced with the following:
  - a. 1.16. “Sub-licensee” means a third party not-for-profit or for-profit organization which has entered into a Sub-License with the Community League for the purpose of using space on or within the Site for the purposes of Recreation on a regular, continuous basis.
  
6. Section 9 is deleted in its entirety and replaced with the following:
  - a. 9. The League shall only use and permit the use of the Site at all times for the purpose of Recreation, as defined in the objects of its Bylaws and in this Agreement.
  
7. Section 21 is deleted in its entirety and replaced with the following:
  - a. 21. The League is responsible for paying property taxes with respect to the Site if assessed, and if not exempted in accordance with the appropriate section(s) of the *Municipal Government Act RSA 2000 Chap M-26* or the *Community Organization 1998 Property Tax Exemption Regulations, AR 281/1998* (hereinafter the “Regulations”). The League has the right to appeal any such assessment through the City.
  
8. Section 22 is deleted in its entirety.
  
9. Section 23 is deleted in its entirety and replaced with the following:
  - a. 23. Should the Regulations be amended, repealed or replaced (the “Revision”) by the Government of the Province of Alberta, with the effect of changing the taxable status of a site from exempt to taxable, then the League may terminate this License by giving the City and the Federation Thirty (30) days written notice, and any property taxes payable with respect to the Site, from the effective date of the coming into force of the Revision to the date of the termination of this License by the League, shall be the responsibility of the City. If the League does not terminate this License within Thirty (30) days from the effective date of the coming into force of the Revision, then the League shall be liable for the payment of any property taxes payable with respect to the Site from the effective date of the coming into force of the Revision.
  
10. Section 30 is deleted in its entirety and replaced with the following:

- a. 30. Throughout the term of this License, the League shall maintain, at the League's expense, in full force and effect the following insurance coverages:
- (a) Comprehensive General Liability insurance in an amount not less than Five Million Dollars (\$5,000,000) per occurrence for bodily injury, including death, personal injury and/or property damage. This policy shall be endorsed to include the following:
- (i) Blanket Contractual Liability (including this License)
  - (ii) Independent Contractors (as applicable)
  - (iii) Products and Completed Operations
  - (iv) Broad Form Property Damage on an occurrence basis
  - (v) Non-Owned Automobiles
  - (vi) Employees and Volunteers as Additional Insureds
  - (vii) Cross Liability
  - (viii) Contingent Employers' Liability, as applicable
  - (ix) Host Liquor Liability
  - (x) The City of Edmonton as an additional named insured
  - (xi) The Edmonton Federation of Community Leagues as an additional named insured\*
- \*The Federation is named as an insured for the purposes of coverage protection only. At no time shall the Federation be permitted to receive or hold funds (proceeds of a claim) for the League.
- (b) "All Risk" property insurance with limits equal to the replacement cost of the facilities on the Site, including all stock, equipment, and improvements, as applicable. The insurance policy, where written in the name of the League, shall specify, that losses, if any, are payable to the League as its interest may appear.
- (c) Cyber Liability Insurance covering the services provided by the League of no less than \$100,000 policy limit
- (d) Directors & Officers Liability with limits no less than Two Million Dollars per occurrence policy limit

(e) All such insurance coverages shall be endorsed to provide the City with Thirty (30) days prior written notice of cancellation or material change, and shall be in a form acceptable to the City's Director of Insurance and Claims Management, or their designate (the "City's Risk Manager"). The League will provide proof of renewal of insurance coverage prior to expiry of existing policies.

(f) Upon request by the City and if concurred by the Federation, the League will provide additional insurance if this is deemed necessary, in writing, by the City's Risk Manager. An explanation will be provided to the League and the Federation for the additional insurance requirement.

(g) It is further understood and agreed that the policy limits shown under item (a) of this Article do not define or limit the League's liability to indemnify the City in the event of bodily injury and/or property damage, nor does the City make any representations as to the adequacy of said limits or scope of coverage in the event of a claim. The City makes no representations as to the adequacy of such insurance, limits and/or scope of coverage.

11. Section Heading ASSIGNMENT is deleted in its entirety and replaced with the following:

a. ASSIGNMENT AND SUB-LICENSE

12. Section 34 renamed to 34 (a) and deleted in its entirety and replaced with the following:

34(a) The League will not assign this License, or grant a Sub-license of all or any part of the Site without first obtaining written permission from the City, which permission may be withheld if the purposes of the proposed assignment or sub-license are contrary to the objectives of the League or the terms of this Agreement.

13. New Section 34(b) added:

a. 34(b) Any Sub-license agreement granted by the League shall contain insurance and indemnity requirements of the Sub-licensee consistent with the insurance and indemnity required of the League pursuant to this Agreement.

14. Section Heading RENTALS/BOOKING is deleted in its entirety and replaced with the following:

a. SHORT TERM RENTALS

15. Section 35. is deleted in its entirety and replaced with the following:

- a. 35. The League is permitted to grant one-time, short term booking rentals of thirty (30) days or less to renters for uses and conditions consistent with this Agreement without obtaining the written permission of the City.

16. All other terms and conditions of the Agreement remain in full force and effect and are only amended as expressly stated in this Amending Agreement.

The Organization and the City sign and seal this Amending Agreement as follows:

IN WITNESS WHEREOF the parties have executed this Agreement the year and date first above written.

APPROVED:

Approved as to content:

Signed for the City:  
THE CITY OF EDMONTON

Per: \_\_\_\_\_  
Project Manager/Director

Per: \_\_\_\_\_  
As represented by the Branch Manager of  
Community Standards and Neighbourhoods,  
Citizen Services

Date: \_\_\_\_\_

WITNESS:

EDMONTON FEDERATION OF  
COMMUNITY LEAGUES

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

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

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

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

WITNESS:

ORGANIZATION NAME

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

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

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

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