

GST # 119326270 RT0001

City of Edmonton

PO Box 2359 - Citizen Services

**Payments** 

19th Floor Edmonton Tower

Edmonton AB T5J 2R7 Phone:

Edmonton Sport + Social Club

17406 106A Ave Edmonton T5S 1E6

Attn: Kyle Smith

Account Ph#:

Account Email: kyle@edmontonsportsclub.com

Contact Ph#: Not Provided
Contact Email: Not Provided

Booking #: 2936454 Date: 2020-07-08

Purpose of Use ESSC Volleyball Summer 2020\* @ KSC

City of Edmonton hereby grants Edmonton Sport + Social Club (hereinafter called the "Licensee") represented by Kyle Smith, permission to use the Facilities as outlined, subject to the Terms and Conditions of this Agreement contained herein and attached hereto all of which form part of this Agreement.

Date(s) and Time(s) of Use: # of Bookings 62 Starting:2020-07-13 Ending: 25

Ending: 2020-09-03 25

**Conditions of Use** 

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Schedule B

#### 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 Citizen Services Department and acquiring the appropriate licence 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,

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(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.
- 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) excluding the Downtown Community Arena, the City provides notice at least thirty (30) days in advance of the date of termination or amendment.
- 3.3 The City may cancel or reschedule a booking at the Downtown Community Arena with 48 hours notice, as a result of a late change to the major event schedule in Rogers Place. In the event of such a cancellation or rescheduling, the portion of the licence fees affected will either be a refunded or applied to a rescheduled time.
- 3.4 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.
- 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 forgoing 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.

#### 6. INSURANCE

6.1 It is recommended that the Licensee, at its own expense, obtain and maintain throughout the Term, General Liability

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insurance in an amount not less than Two Million Dollars (\$2,000,000.00) 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 coverages:

- (a) Blanket contractual;
- (b) Tenant's legal liability;
- (c) Premises and operations;
- (d) Cross liability/severability of interests;
- (e) Injury to participants, if applicable;
- (f) Host liquor liability, if applicable; and
- (g) Intentional injury, if applicable.
- 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 Citizen 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, Citizen 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.
- 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.
- 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.
- 9. The Licensee shall not do or permit to be done anything which might be deemed a nuisance or which may be contrary to any

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Not Provided Attn: Kyle Smith Contact Email: Not Provided

2936454 Date: Booking #: 2020-07-08

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federal or provincial laws or to any of the bylaws of the City. For greater certainty, all sound levels required for the Event shall be in compliance with the provisions of the City of Edmonton Citizen Standards Bylaw 14600, as amended.

- 10. The Licensee acknowledges and agrees that the Event is intended to be family-friendly, and all performances, exhibitions and activities carried on in any unrestricted area will conform to a family / general audience standard with respect to language and content. The Licensee shall not permit any performances, exhibitions or activities that promote or incite racism, hatred, discrimination, harassment, or violence.
- 11. If the Licensee/Organizer, sub-licensees/organizer or invitees of the Licensee/Organizer are in breach of any of the terms of this License Agreement, the City may, in its sole discretion upon giving oral or written notice to the Licensee/Organizer, the designated representative of the Licensee/Organizer or to such other representative of the Licensee/Organizer as is present at the Festival, immediately suspend or revoke in whole or in part the license granted herein with respect to access to and use of the Licensed Area, inclusive of Festival activities, during the Term, and the Licensee shall be required to vacate the Licensed Area in accordance with such notice. The City shall not be liable for any damages or costs suffered by the Licensee due to the suspension or revocation of the license as provided herein.

### KINSMEN SPORT CENTRE

- 1. The KSC and is a Smoke Free environment, including all areas within the facility plus the outside area of the main entrance.
- 2. Admission to facility is permitted up to 15 minutes prior to your booking and generally 1 hour before an event, as per approval by the Special Events Coordinator. For regular training, athletes and coaches are required to enter the facility through the main entrance. During peak season there will be a City staff member to permit Field House athletes and coaches to enter through door #3. Exterior doors are not to be propped open at any time.
- 3. Warm up activities are restricted to the use of booked dry land space. Warm up activities should be limited to stretching and can not interfere with other schedule activities. No use of equipment or hitting, throwing, kicking of balls should occur during this warm up period.
- 4. The KSC is a multi-use facility. Unless you book the full Field House, other activities can take place while your group is here i.e. there could be music spill over from an exercise class.
- 5. Other areas within the facility can not be used without a booking, i.e. fitness centres, track, field house, stairwells, meeting rooms, etc. All areas of use must be pre-booked. This permit does not allow participants access to the saunas.
- 6. During your time at the KSC you are responsible for: keeping your area clean, not interfering with other patrons, keeping your group activity within the area you have booked. Also note, no glass containers are allowed in the facility. Clean non-marking footwear is required for any activity within the Centre and outdoor shoes are not permitted on the pool deck. If booked areas are not left in proper order and cleanliness, additional costs may be added.
- 7. If you require a set up for your booking such as tables, chairs etc. these requirements should be requested at the time you make or confirm your booking. Any set up or take down requirements occur during your booked time.
- 8. Unless you have booked the full Field House, your activity area does not have any provision for spectators. If spectators are included with your function, they must remain in the booked area and must not interfere with use of other amenities. NO

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Booking #: 2936454 Date: 2020-07-08

Spectators are allowed on the upper track. Spectators are not permitted on the pool deck and are to use the spectator viewing area from the mezzanine. Spectators may only use the facility amenities if they pay admission at the cashier's area.

- 9. The use of duct tape, masking tape or scotch tape or any other type of tape or marking device is not permitted on the floors or walls
- 10. Parking can be very limited during peak use periods. We suggest that groups car pool at these times. Large events or bookings will need to monitor certain designated parking areas. The park is patrolled on a regular basis and any vehicle park illegally could be issued a traffic tag. The parking area located on the south side of the Field House is reserved for KSC staff only.
- 11. The staff of KSC must be notified of all major injuries to any of your participants or spectators as soon as possible.
- 12. We reserve the right to change or cancel any or all booked time for any special event or unforeseen emergency, shut down or maintenance.
- 13. All changes must be submitted in writing to the Kinsmen Sports Centre Booking and Allocation Lead or the Special Events Coordinator in writing 16 days prior to the change. Final meet times and meet set up is required 16 days prior to the event Cancellation Policy: Encompasses the full rental agreement not individual dates within said agreement.
- 14. Additional charges will apply for guards brought in to ensure ratios are met. These charges will be added after the meet.
- 15. To confirm this reservation please return this agreement with authorized signature ASAP. Failure to return the signed document will make this request null and void.

Date	Times	Equipment	Quantity	Rate	Total (Incl Tax)
July 2020	]				
Kinsmen Sports Centre: KSC-	Volleyball Court # 1				
Mon 13 July 07:15:PM to 10	):15:PM		3.00	\$31.80	\$95.40
Tue 14 July 07:15:PM to 10	:15:PM		3.00	\$31.80	\$95.40
Wed 15 July 07:15:PM to 10	):15:PM		3.00	\$31.80	\$95.40
Thu 16 July 07:15:PM to 10	:15:PM		3.00	\$31.80	\$95.40
Mon 20 July 07:15:PM to 10	):15:PM		3.00	\$31.80	\$95.40
Tue 21 July 07:15:PM to 10	:15:PM		3.00	\$31.80	\$95.40
Wed 22 July 07:15:PM to 10	):15:PM		3.00	\$31.80	\$95.40
Thu 23 July 07:15:PM to 10	:15:PM		3.00	\$31.80	\$95.40
Mon 27 July 07:15:PM to 10	):15:PM		3.00	\$31.80	\$95.40
Tue 28 July 07:15:PM to 10	:15:PM		3.00	\$31.80	\$95.40

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Kinsmen Sports Centre: KSC-Volleyball Court # 1

Wed 29 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 30 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Kinsmen Sports Centre: KSC- Volleyball Court # 5			
Mon 13 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Tue 14 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 15 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 16 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 20 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Tue 21 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 22 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 23 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 27 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Tue 28 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 29 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 30 July 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Subtotal for J	luly <b>2020</b> 72.00		\$2,289.60
August 2020			
Kinsmen Sports Centre: KSC- Volleyball Court # 1			
Tue 4 August 07:15:PM to 11:00:PM	3.75	\$31.80	\$119.25
Wed 5 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 6 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 10 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Tue 11 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 12 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 13 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 17 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Tue 18 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 19 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 20 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 24 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40

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Kinsmen Sports Centre: KSC-Volleyball Court # 1

•			
Tue 25 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 26 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 27 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 31 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Kinsmen Sports Centre: KSC- Volleyball Court # 5			
Tue 4 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 5 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 6 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 10 August 07:15:PM to 08:45:PM	1.50	\$31.80	\$47.70
Tue 11 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 12 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 13 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 17 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Tue 18 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 19 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 20 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 24 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Tue 25 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Wed 26 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Thu 27 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Mon 31 August 07:15:PM to 10:15:PM	3.00	\$31.80	\$95.40
Subtotal for August 2020	95.25		\$3,028.95
September 2020			
Kinsmen Sports Centre: KSC- Volleyball Court # 1			
Tue 1 September 07:15:PM to 10:15:PM	3.00	\$63.60	\$190.80
Wed 2 September 07:15:PM to 10:15:PM		\$63.60	\$190.80
Thu 3 September 07:15:PM to 10:15:PM		\$63.60	\$190.80
Kinsmen Sports Centre: KSC- Volleyball Court # 5			
Tue 1 September 07:15:PM to 10:15:PM		\$63.60	\$190.80
Wed 2 September 07:15:PM to 10:15:PM	3.00	\$63.60	\$190.80

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 Thu 3 September 07:15:PM to 10:15:PM
 3.00
 \$63.60
 \$190.80

 Subtotal for September 2020
 18.00
 \$1,144.80

	Sub Total	\$6,463.35
TOTAL Booking	185.25 Hours	\$6,463.35

Includes Tax of GST-CRF \$307.65

#### **Additional Notes**

### COVID RELATED INFORMATION:

Health and Safety: The Renter shall abide by, and shall cause any person attending at the Facility due to the Renter's invitation to abide by, all applicable health and safety recommendations, guidelines, directives, and orders from Alberta Public Health authorities as well as all applicable policies, administrative procedures, and other rules and directions of the City of Edmonton with respect to the use of the Facility. The Renter acknowledges and agrees that such policies, administrative procedures, rules, and directions of the City of Edmonton may be more stringent than required by Alberta Public Health authorities. The Renter shall not, and shall ensure that any of its invitees do not, attend at the Facility if doing so would be inconsistent with health and safety recommendations, guidelines, directives, or orders from Alberta Public Health authorities, including but not limited to if such person is experiencing health symptoms such as cough, fever, shortness of breath, runny nose, or sore throat. The Renter will immediately take steps to have an invitee leave the facility if they develop the aforementioned health symptoms while attending the Facility, and will notify the City of Edmonton of the occurrence. If at any time the City of Edmonton determines that the use of the Facility permitted pursuant to this Rental Agreement could be or is not in conformance with these requirements, or is otherwise not advisable in order to ensure health and safety of all persons, the City of Edmonton may immediately terminate this Rental Agreement upon verbal or written notice to the Renter.

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PO Box 2359 - Citizen Services Payments 19th Floor Edmonton Tower Edmonton AB T5J 2R7 Phone:

I, Kyle Smith, acknowledge and agree that I have read the terms and conditions included and/or attached and agree to be bound by them, my entry or the entry of one or more of the people I represent to the facility on the first date listed on this permit will confirm my acceptance of all the terms and conditions of this permit; if this permit is taken out in the name of a group or company, I have the authority of that group or company to bind it and its members to this agreement and the terms and conditions contained herein.

X:		X:		
	Edmonton Sport + Social Club		Name	
			Title	
	Kyle Smith		City of Edmonton	
	Date:		Date:	

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