Rental Agreement/Permit

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 Fields Acct
17406 106 A Avenue
Edmonton T5S 1E6

Attn: Kyle Smith

Account Ph#: 780-437-9321
Account Email: kyle@edmontonsportsclub.com
Contact Ph#: Not Provided
Contact Email: Not Provided

Booking #: **2878419** **Date:** **2020-03-06**

Purpose of Use **2020 SOC Staffed**

City of Edmonton hereby grants Edmonton Sport + Social Club Fields Acct (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** **39** **Starting:2020-09-07**

Ending: 2020-10-07

Conditions of Use

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Sportsfields Artificial Turf/Staffed Fields T/C

SF - Artificial Turf / Staffed Conditions of Use

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.

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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.

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

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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 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.

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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 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.

ARTIFICIAL TURF FACILITY USER GUIDELINES
Your license must be carried with you at all times during the License Term.
Dressing room keys can be signed out to user groups from on-site staff. Except for dressing rooms, no other keys will be issued to user groups.
No sport drinks, pop or juice allowed on the field or inside fenced playing area. Only water is permitted on the field and/or track.
No sunflower seeds, gum or food allowed on the field or inside fenced area.
No smoking, chewing tobacco allowed on the field, inside fenced area or in the stands.
The consumption of alcohol on City parkland is prohibited.
Only athletes, players, coaches, officials and trainers are allowed on the field and/or track.
No hard nylon or metal cleats allowed on the field.
Pets are not permitted on the field.
Areas around bleachers and players benches are to be kept clean; place any garbage in the receptacles provided.
Locker rooms are to be kept tidy and garbage placed in the receptacles provided.
Music can be played during warm ups, breaks in play and for the National Anthems. Keep P.A. and music volume levels reasonable during use and within the provided equipment's capabilities. PA system and microphone to be protected from inclement weather.
Tents, kiosks, tables and/or chairs are NOT permitted on the artificial turf; stakes, pins, etc. are absolutely not to be inserted into the artificial turf.
Private vehicles are not allowed to drive or park on the field, adjacent turf, maintenance entrance area or inside the facilities' fenced area.
Do not impede or block maintenance or emergency vehicle access at any time.
City of Edmonton staff will not store users' equipment or goods at the facility.
No access to the field while snow removal or field maintenance is taking place.
The staff will turn the field lights on one half hour prior to official sunset (according to https://www.timeanddate.com/sun/canada/edmonton), as ambient light conditions dictate and/or at the request of the user

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groups, game or league official. City of Edmonton staff have the discretion to turn on the lights based on current conditions for the safety of participants. Light usage fees will be applied to your license after your booking.

PLEASE REPORT ANY INJURY OR ACCIDENT IMMEDIATELY TO THE CITY OF EDMONTON STAFF ON SITE.

ANY BREACH OF THESE REGULATIONS IS NOT ACCEPTABLE AND MAY RESULT IN THE ISSUANCE OF A USER GROUP INFRACTION WITH ATTENDANT FEES AND/OR REVOCATION OF USER PRIVILEGES.

Date	Times	Equipment	Quantity	Rate	Total (Incl Tax)
September 2020					
Clareview Artificial Turf: CASF- Clareview Artifical Turf Field					
Mon 14 September	06:00:PM to 11:00:PM		[redacted]	[redacted]	[redacted]
Mon 21 September	06:00:PM to 11:00:PM		[redacted]	[redacted]	[redacted]
Mon 28 September	06:00:PM to 11:00:PM		[redacted]	[redacted]	[redacted]
Clarke Stadium: CLSF- Clarke Field					
Mon 14 September	08:00:PM to 11:00:PM		[redacted]	[redacted]	[redacted]
Mon 21 September	08:00:PM to 11:00:PM		[redacted]	[redacted]	[redacted]
Mon 28 September	06:15:PM to 09:45:PM		[redacted]	[redacted]	[redacted]
Coronation Park Staffed: CONSPK- Coronation Park Staffed # 1 Combo					
Mon 14 September	06:00:PM to 09:30:PM		[redacted]	[redacted]	[redacted]
Mon 21 September	06:00:PM to 09:30:PM		[redacted]	[redacted]	[redacted]
Goldstick Park: GSPK- Goldstick # 1 Soccer					
Mon 14 September	06:00:PM to 07:30:PM		[redacted]	[redacted]	[redacted]
Mon 21 September	06:00:PM to 07:30:PM		[redacted]	[redacted]	[redacted]
Jasper Place Bowl: 0071SF- Jasper Place Bowl Artificial Turf					
Mon 14 September	09:15:PM to 10:45:PM		[redacted]	[redacted]	[redacted]
Mon 21 September	09:30:PM to 11:00:PM		[redacted]	[redacted]	[redacted]
Mon 28 September	09:30:PM to 11:00:PM		[redacted]	[redacted]	[redacted]
Mill Woods Park Artifical Turf: MASF- Mill Woods Park #2 Combo Artificial Turf					
Mon 28 September	09:15:PM to 10:45:PM		[redacted]	[redacted]	[redacted]
		Subtotal for September 2020	[redacted]		[redacted]

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October 2020			
Clareview Artificial Turf: CASF- Clareview Artifical Turf Field			
Mon 5 October 06:30:PM to 11:00:PM	[redacted]	[redacted]	[redacted]
Clarke Stadium: CLSF- Clarke Field			
Mon 5 October 06:30:PM to 08:00:PM	[redacted]	[redacted]	[redacted]
Jasper Place Bowl: 0071SF- Jasper Place Bowl Artificial Turf			
Mon 5 October 09:30:PM to 11:00:PM	[redacted]	[redacted]	[redacted]
Mill Woods Park Artifical Turf: MASF- Mill Woods Park #2 Combo Artificial Turf			
Mon 5 October 09:15:PM to 10:45:PM	[redacted]	[redacted]	[redacted]
Subtotal for October 2020	[redacted]		[redacted]

	[redacted]	[redacted]
TOTAL Booking	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

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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: _____

Edmonton Sport + Social Club Fields Acct

Kyle Smith

Date: _____

X: _____

Name _____

Title _____

City of Edmonton

Date: _____