



AGREEMENT – MOOSE JAW MINOR FOOTBALL CORP.

This License granted this ____ day of _____, 2019

Between:

THE CITY OF MOOSE JAW, a municipal corporation continued under *The Cities Act* (hereinafter called "**the City**")

- and -

MOOSE JAW MINOR FOOTBALL CORP., a non-profit corporation incorporated pursuant to the laws of Saskatchewan (hereinafter called "**the Licensee**")

AND WHEREAS the City is the owner of the land identified and attached hereto and marked Schedule "A" McDonald Athletic Fields;

AND WHEREAS The Moose Jaw Minor Football Corp. is desirous of obtaining a license to occupy, use and operate the aforesaid lands;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH THAT in consideration of and subject to the terms, conditions, covenants and provisos hereinafter contained the parties hereto mutually agree as follows:

1. DEFINITIONS

"**Director**" means the Director of the Parks and Recreation Department for the City.

"**Lands**" means the land legally described and identified in "Schedule A" to this Agreement.

2. TERM

The City agrees:

- a) To grant a license to the Licensee to occupy, use and operate the Lands for such use upon the terms and conditions hereinafter set forth for a period of five (5) years commencing September 1, 2019 and expiring August 31, 2024, subject to earlier termination pursuant to this Agreement, for good and valuable consideration in the amount of ten (\$10) dollars.

- b) It is understood and agreed that any renewal of this Agreement shall be subject to the mutual agreement of the parties provided the Licensee has performed its obligations under this Agreement in a satisfactory manner.
- c) If the renegotiation period of this Agreement is extended past September 1, 2024 the provisions of this Agreement shall remain in full force and effect until negotiations are concluded and a new agreement is executed or until one party terminates negotiations.

3. FINANCIAL CONSIDERATIONS

The City will grant a license to the Licensee to occupy, use and operate the Lands subject to the following financial considerations:

- a) The Licensee agrees to maintain the above described lands and premises at its own expense to a standard acceptable to the Director.
- b) The Licensee agrees to fund any capital improvements required for the Lands, and that all right, title and interest for the same shall immediately pass and vest in the City.
- c) The Licensee agrees to ensure all structures and facilities within the Lands are kept at a level of service acceptable to the public and the users of the Lands.
- d) The Licensee agrees to be responsible for all utilities associated with the operation of the Lands with the exception of water for irrigation purposes and to pay for the provision of any services connected therewith.
- e) The Licensee agrees to rent the Lands to other recreational organizations who have requested the use of the Lands provided the request is reasonable and approval from the City Parks and Recreation Department is obtained. The Licensee agrees to make Moose Jaw Rugby a priority user within requests. It is further agreed that the Licensee shall retain any revenue derived from the rental of the Lands by the Licensee to other users of the Lands.
- f) The Licensee shall be responsible for any concession operation and/or subletting of same and shall be entitled to retain any revenue derived from the concession operation.
- g) The Licensee shall obtain written consent of the Director prior to the installation of any advertising sign or display at the Lands and shall retain any revenue derived through advertising and sponsorship provided that the funds raised are utilized solely for operation and improvements at the Lands.
- h) The Licensee agrees to make payment of its debts and liabilities which arise in the course of undertaking any matters related to this Agreement and the Licensee

acknowledges that neither it nor its employees, servants, agents, volunteers or personnel have any authority to act as agent of the City.

4. LICENSEE'S COVENANTS

The Licensee further agrees with the City during the term of this Agreement:

- a) To maintain and keep the Lands clean and tidy to the satisfaction of the Director as per the maintenance standards marked as Schedule "B" forming part of this Agreement;
- b) To adhere to any applicable health and safety standards and regulations throughout the term of this Agreement;
- c) To submit any plans and specifications to the City and obtain the approval of the Director before constructing any buildings within or on the Lands.
- d) To obtain written consent of the Director before making any structural change, improvements or alteration, including the cutting of trees, to or on the Lands.
- e) To control traffic on the Lands to ensure parking takes place in an orderly fashion and within designated parking areas only.
- f) To remain incorporated under the *Province of Saskatchewan Non-Profit Corporations Act* for the entire term of the Agreement.
- g) To not permit or cause a lien to be applied to the lands.

5. MUTUAL COVENANTS

The City and the Licensee hereby mutually agree each with the other as follows:

- a) That the City, its officials, employees and agents shall have full and free access to any and every part of the Lands for inspection purposes.
- b) That the Licensee shall not be entitled to assign or transfer any rights, privileges or obligations under this Agreement except with the prior written approval of the Director.
- c) This Agreement represents the entire understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior negotiations and agreements. All understandings and agreements heretofore had between the parties are merged into this Agreement which alone fully and completely expresses their legal relationship in respect of the subject matter hereof.

- d) No modification, variation, waiver, amendment or termination by mutual consent of this Agreement shall be effective unless such action is taken in writing and executed by both parties hereto.
- e) That any notice which is required to be given under the terms of this Agreement may be effectually given by the Parties hereto by mailing the same by registered mail as follows:

City's Address: The City of Moose jaw
 c/o Director of Parks and Recreation
 228 Main St. North
 Moose Jaw, SK S6H 3J8

Licensee's Address: Moose Jaw Minor Football Corp.
 PO Box 994
 Moose Jaw, SK
 S6H 4P6

6. INSURANCE

The Licensee agrees to the insurance requirements as follows:

- a) To maintain a General Public Liability Insurance Policy applying to all operations of the Licensee which are to be carried out under this Agreement. Such policy shall include coverage in respect of bodily injury and property damage liability and shall be written on a comprehensive basis with limits of not less than Five Million Dollars (\$5,000,000.00) per occurrence. The City of Moose Jaw shall be listed as an additional insured party and a thirty (30) day notice of cancellation shall be incorporated into the insurance coverage with a certificate of insurance provided to the City as proof of compliance.
- b) To maintain a Commercial automobile and non-owned automobile third party liability insurance policy as may be necessary in an amount of not less than Five Million Dollars (\$5,000,000.00) inclusive coverage.
- c) To maintain such insurance coverage in respect to contents, burglary and robbery coverage as it may consider necessary.
- d) To be insured with an insurer or insurers satisfactory to the City for the entire term of Agreement and at the sole cost and expense of the Licensee, for the mutual benefit of the City and the Licensee, jointly and severally, and to provide copies of the policies providing liability coverages or appropriate Certificates of Insurance to the City on an annual basis.
- e) The Licensee shall provide the Director with a written report forthwith upon the happening of any damage to the Lands, any accident, injury or other occurrence

thereat which may or does form or involve a claim against the Licensee or the City, which report shall include the names and addresses of any witnesses. The Licensee shall immediately give notice of any matters which have the potential of causing or contributing to damage to or injury of any persons attending at the Lands which come to its attention.

- f) The Licensee agrees forthwith upon any condition coming to the attention of the Licensee or any of its employees, servants, agents, volunteers or participants pertaining to the condition of the Lands which has a potential of causing damage or injury and which the Licensee is unable to remedy within twenty four (24) hours or which it is not the responsibility of the Licensee to remedy, it shall immediately report same to the Director of Parks and Recreation.

7. TERMINATION

The City and the Licensee hereby mutually agree each with the other as follows:

- a) Either party may terminate this Agreement at any time, on not less than sixty (60) days written notice of intention to do so.
- b) If at any time the Licensee is in default in the performance of any of the covenants and agreements herein set forth to be performed by the Licensee and such default continues for fifteen (15) days after receipt by the Licensee of notice in writing from the Director setting out the particulars of such default, the City shall have the right to terminate this Agreement forthwith, and thereupon all the rights of the Licensee under this Agreement shall immediately cease, determine and be at an end.
- c) Upon termination or expiration of this Agreement, the Licensee shall restore the lands to the state it was in prior to the Licensee occupying the Lands.

8. COMPLIANCE AND INDEMNIFICATION

The Licensee agrees that it shall indemnify and save harmless the City, its officials and employees from all claims or demands for or in respect of any and all liabilities, claims, losses, costs, including solicitor-client and party-and-party costs (whether the City is represented by a solicitor employed by the City or otherwise), actions or damages for personal injury, bodily injury, death or property damages arising out of:

- a) Any action taken or things done or maintained by virtue hereof, the failure of the Licensee to properly carry out its obligations hereunder, or the exercise in any manner of rights arising hereunder, except claims for damages directly attributable to the gross negligence or willful act of the City or any of its officers or employees who are acting within the scope of their appointment or employment;

- b) Any damage that the Licensee or any of its members, agents, volunteers, participants or personnel may sustain at the Lands including, but not to limit the generality of the foregoing, a claim by a spectator, invitee or licensee of the Licensee in any manner associated with the use of the Lands by the Licensee;
- c) Any vandalism, theft of or damage to the Lands or property stored therein or any other property of the Licensee whatsoever occurring at the Lands;
- d) Any damage to property located near the Lands, which are damaged as a result of the activities and/or use of the Lands by the Licensee; and
- e) All provisions of this Agreement pertaining to indemnification of the City by the Licensee regarding an incident arising during the term of this Agreement shall survive termination of this Agreement.

9. JURISDICTION

This Agreement shall be governed by the laws of the Province of Saskatchewan and the federal laws of Canada applicable therein.

10. ASSIGNMENT

That the Licensee may assign this Agreement provided they receive consent from the City, such consent will not be unreasonably withheld.

11. SEVERABILITY

If any provision contained in this Agreement or its application to any person or circumstance, shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such provision to persons of circumstances other than those to which it is held invalid or unenforceable, shall not be affected, and each provision of this Agreement shall be separately valid and enforceable to the fullest extent permitted by the law.

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12. EFFECTIVE DATE

- a) The City and the Licensee agree that notwithstanding this Agreement may be signed at a later date, the effective date shall be September 1, 2019.

13. COUNTERPARTS

This Contract may be executed in one or more counterparts and may be executed and delivered by facsimile or electronic mail. All the counterparts taken together constitute one and the same instrument when each of the Parties has signed a copy of it, whether the same or different copies.

IN WITNESS WHEREOF the **City of Moose Jaw** has executed this Agreement as attested to by the signatures(s) of its proper signing officer(s) this ____ day of _____, 2019.

**THE MUNICIPAL CORPORATION OF THE
CITY OF MOOSE JAW**

MAYOR

CITY CLERK

IN WITNESS WHEREOF the **Moose Jaw Minor Football Corp.** has executed this Agreement as attested to by the signatures(s) of its proper signing officer(s) this ____ day of _____, 2019.

MOOSE JAW MINOR FOOTBALL CORP.

Per: _____

Per: _____

SCHEDULE "A"

MCDONALD ATHLETIC FIELDS

Land Locations

Land Locations

Lots 21 – 28, Parcel 77

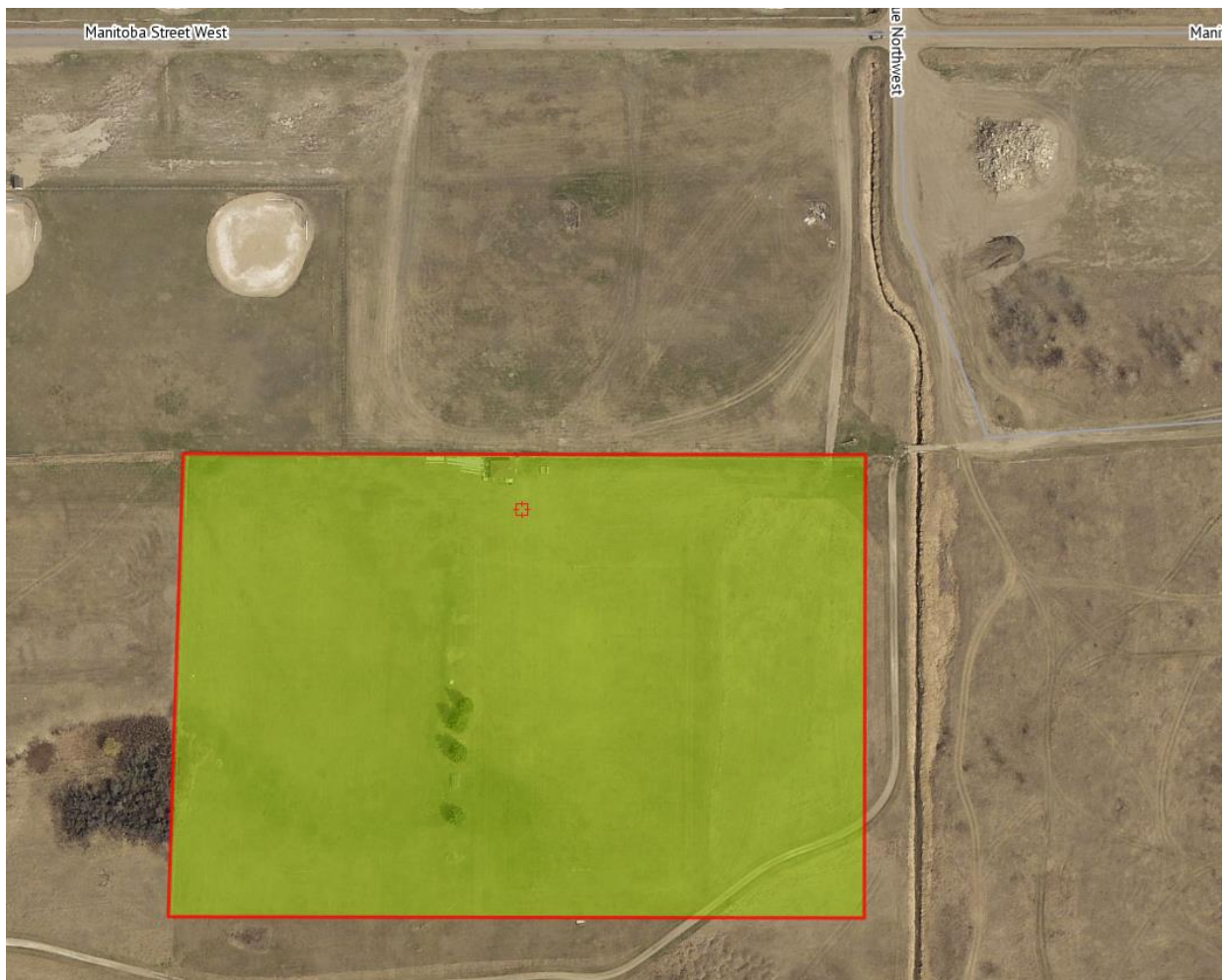
Lots 1-48, Parcel 78

Lots 25-48, Parcel 79

Lots 25-27, Parcel 80

*Licensed land also includes all road allowances within the parcels above

Map



SCHEDULE "B"

MCDONALD ATHLETIC FIELDS - MAINTENANCE STANDARDS

The Licensee agrees to adhere to the following maintenance standards:

- Arrange with the City to turn on underground water supply lines in May.
- Develop and communicate inclement weather field closure guidelines.
- Regular grass cutting.
- Regular trimming of all fence lines and trees.
- Provide and regularly dispose of garbage containers.
- Regularly rotate area of usage to mitigate turf damage.
- Remove large rocks and other debris as required to maintain a level and safe playing surface
- Inspect field for areas that are not safe and repair as required prior to every use.
- Level, dethatch or roll the turf as required.
- Regularly clean up all refuse, weeds and grass.
- Keep in good repair park furnishings, buildings and fencing.
- If required, co-ordinate the extermination of moles, gophers, squirrels.

The City agrees to adhere to the following maintenance standards:

- Blow out the underground water supply lines by September 15.
- Coordinate the regular maintenance of city roads.
- Regular maintenance of pathways.
- Assist with spraying in relation to weed control.
- Provide signage related to bylaws.
- Provide consultant services related to capital upgrades and ongoing maintenance.