



## Centennial Arena Facility Use Agreement

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This agreement is made between the Eliot Lake Red Wings, (referred to as "USER") and The Corporation of the City of Elliot Lake (referred to as the "CITY"), concerning the use of the following City of Elliot Lake facility for the dates specified below:

Facility: City of Elliot Lake Centennial Arena

Dates: August 1, 2021 – April 30, 2026

The "USER" agrees to comply with the following terms and conditions:

### **Ice Time/ Costs**

- 1) The USER will pay for ice time in accordance with the following initial rates: \$87.61/hour for the hours of 5pm to 12 am, Monday to Friday prime time. Other hours are charged at \$55.75/hour. Game day rates are a minimum of 3 hours @ \$87.61/hour. All fees are plus HST. The USER agrees that these initial rates may be amended from time to time in accordance with the normal operations of the CITY. The CITY agrees to provide the USER with as much notice as reasonably possible of impending rate changes.
- 2) Standard invoice terms for the user shall be Net 30 with 1.25% interest charged on late payments as per the user fee bylaw.
- 3) Cancellations to ice time must be received by the Facilities Supervisor seventy-two working hours prior to cancellation, unless weather related and/or other unforeseen events are beyond the control of the USER, otherwise it will be considered a no show and charges will apply.
- 4) Any additional time requested by the USER shall be negotiated between the USER and the CITY with due regard for other users of the facility
- 5) Proposed schedules for training camps and practice ice at the Arena will be submitted to the CITY sixty (60) days in advance of the anticipated start date.
- 6) Playoff schedules will be confirmed as soon as possible, taking into account each Playoff series relies on the previous series to determine upcoming dates.

- 7) The CITY agrees to provide use of the ice surface in the Arena for all USER sanctioned League regular season, playoff, Showcase, All Star and Exhibition games. The CITY and the USER agree to work together in order to provide for an optimum regular season and playoff schedule while balancing the needs of the CITY to optimize the use of the Arena. Additional activities such as Hockey Schools, Development Camps and Alumni games may be scheduled in coordination with the CITY giving due regard to other users of the facility.
- 8) The Ice will meet all NOJHL and Hockey Canada regulations.

### **Insurance/Liability**

- 9) The USER assumes all responsibility and liability for the requested use and agrees to defend, indemnify and hold the CITY harmless from any and all loss, damage or injury to any person or property arising from use of the facilities.
- 10) The USER agrees to obtain, at its own expense, public liability insurance in the sum of not less than Five Million Dollars (\$5,000,000), property damage insurance in the amount of not less than Five Million Dollars (\$5,000,000) and participant injury coverage in the amount of not less than Five Million Dollars (\$5,000,000). The USER will provide the CITY with proof of such insurance at the time of entering into this agreement and annually thereafter, and will ensure that the CITY is named as an additional insured.
- 11) Should the USER acquire a Special Occasion Permit to serve alcohol (section 23), separate liability insurance specifically pertaining to the serving of food and beverage and liability must be obtained and provided to the CITY showing the CITY as an additional insured.
- 12) The parties agree that the USER, its agents and employees are not agents or employees of CITY. The USER will be solely responsible and will assume full responsibility for the actions and omissions of its agents and employees when using the CITY facility, as an independent contractor.
- 13) The USER will be solely responsible to provide adequate supervision of the activities conducted in the facility.
- 14) The USER shall, at their sole cost, provide not less than one (1) licensed/bonded Security Guards on game nights. The CITY reserves the right to cancel any game due to the lack of security guards. Where a game is cancelled pursuant to this provision the USER shall be charged for three (3) hours ice time.

## **Advertising**

- 15) Signage on outside arena may be permitted, however the USER and the CITY shall jointly review any proposed exterior signage prior to proceeding with such initiatives.
- 16) The USER may use the rink boards for advertising, promotion, or revenue generation. All signage preparation shall be at the cost of the USER. Installation of signage shall be done by CITY staff at no cost to the USER. The parties hereby acknowledge that it is more cost-effective for signage to be installed prior to the creation of ice. As such the parties shall strive to ensure that signage is prepared as early as reasonably possible or additional installation costs will apply. Advertisers displayed within the arena must be approved by the Facilities Manager. Any advertising deemed inappropriate, promotes hate, violence, discrimination or endorses any alcohol, cannabis or other controlled substance is prohibited.
- 17) The creation of on ice logos and sponsorship advertising is the sole responsibility of the USER and must be approved by Manager of Facilities. Installation must be coordinated with the Facility Supervisor. Logos must be provided prior to installation of the ice surface.
- 18) The CITY will advertise games times and tournaments on the sign outside the Centennial arena. The games, dates and times must be provided at least three days prior to requested advertising date.

## **Space Usage**

- 19) It is hereby agreed that the USER shall have exclusive use of the following areas during the term of this agreement:
  - A. Jr. A Team dressing room. The dressing room must be kept clean and in good condition at all times. Any damages incurred will be charged back to the USER. Any alterations to the dressing room must be requested in writing and given to the Manager of Facilities for final approval. The dressing room must be supervised by senior personnel from the USER at all times when players are present. The USER organization will clean and paint the team dressing room prior to the start of the season. The type of paint and colour scheme is to be approved by the Facilities Manager. The Cost of painting the dressing room will be assumed by the USER.
  - B. The USER will have use the office outside of the mechanical room to be used as storage in place of the 3 under bleacher lockers.
  - C. The USER is required to purchase their own internet service to be used by the team and for broadcasting purposes. This is solely the responsibility of the team and at their own expense.

- D. The CITY will provide the USER with use of office space only at Centennial Arena. This space will be above the Zamboni Room. The audio control room must be accessible to other facility users during tournaments and events. The CITY will provide space for a broadcast area behind the visitor's bench in the bleachers.
- E. The USER shall have access to, and use of, the gate booths on game nights.
- F. The CITY shall have access to all areas of the facility. In the event that the user install any locks, a copy of the key must be provided to the Facility Manager.
- G. The USER shall maintain cleaning protocols as outlined by Algoma Public Health and have a COVID safety plan in place. The USER shall also adhere to any future health guidance in the event of any future health or pandemic issues.
- H. The USER may park the Team bus and 2 utility trailers in the Centennial Arena parking lot beginning 7 days before the first camp event of the season and up to 15 days after the team's final playoff game.

### **Sponsorship**

- 20) The CITY will purchase a platinum sponsorship valued at \$10,000; The value of this sponsorship package shall be offset by the provision of ice-time. The CITY shall keep a running tally of the cost of ice-time utilized by the USER at rates determined in section 1 above. Where the total value of ice-time utilized by the USER is less than \$10,000, the difference shall not be recoverable by the USER. Where the total value of ice-time utilized is greater than \$10,000, the difference shall be payable by the USER to the CITY. Package to include On- ice Centre - CITY Logo, and CITY logo on Red Wings Billboards located on Hwy 17 and 108, rink board, banner and program advertising. In addition, the CITY of Elliot Lake will receive 2 custom passes to be used at any regular or post season games at their discretion.

### **Food Services**

- 21) The CITY shall operate the canteen on game nights and other USER special events. Non-game night events require 5 days notice to have the canteen available.
- 22) The USER shall be allowed to have one (1) special game day menu item that will be sold through the canteen by CITY staff. These transactions will be run through the CITY's point of sale system with the full value of the special menu items (less applicable taxes) passed on to the user. Sales will be reconciled on the last day of each month.

- 23) The canteen portion of this agreement will be revisited at the conclusion of each season and this condition may be removed at either Party's discretion.
- 24) The CITY approves the sale of alcohol only at game events held by the USER. The USER is responsible to obtaining a special occasion permit and procuring all of their own stock. Selling of drink vouchers, serving and storage of alcohol shall be done through a separate "cart" or other suitable device inside the arena and lobby portions of the building excluding restrooms. Alcohol will only be allowed in these areas and it excludes the change rooms and restrooms. Violations of these conditions may result in the CITY eliminating alcohol sales from this agreement.

### **Merchandise Sales**

- 25) The USER may sell merchandise in Centennial Arena at any event in which they have rented the facility. Merchandise sales at any other event may be done with consent of the facility user.
- 26) Any merchandise that may be deemed inappropriate, promotes hate, violence, discrimination or endorses any alcohol, cannabis or other controlled substance is prohibited and not able to be sold on site.

### **Loan repayment Terms**

- 27) The USER agrees to repay the existing loan in the amount of \$50,000. Repayment terms include one payment on/before September 1, 2021 in the amount of \$25,000 with a second payment on/before June 30, 2022 of \$25,000.

### **New Recreation Facility**

- 28) In the event that the CITY constructs and opens a new recreation/arena facility during the term of this agreement, both parties agree to revisit all conditions of this agreement including but not limited to rental costs.

### **Agreement Termination**

- 29) The term of this agreement shall commence upon the date of final signature and continue in full force and effect until April 30, 2026, unless terminated prior to that date by either party.
- 30) The terms of this agreement are dependent on the operational capacity of the Centennial Arena facility. This agreement may at any time be terminated should the building be deemed unfit for occupancy. The CITY will not be held responsible for any outstanding rental commitments or additional costs incurred by the USER.

31) Termination clauses for this agreement include:

A. Either party may terminate this agreement in advance of the expiry date by giving two (2) months notice in writing.

B. The CITY reserves the right to terminate this agreement at any time as a result of a breach of the terms of this agreement by the USER.

USER Name: \_\_\_\_\_

USER Signature: \_\_\_\_\_ Date: \_\_\_\_\_

CITY Representative Name: \_\_\_\_\_ Title: \_\_\_\_\_

CITY Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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