

## SERVICE AGREEMENT

**THIS AGREEMENT** date for reference this      day of      , A.D., 2024

### **BETWEEN:**

**THE CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan (herein referred to as “the City”).

-and-

**PROSHARP PRINCE ALBERT**, a sole proprietorship in the Province of Saskatchewan (herein referred to as “the Contractor”).

**WHEREAS** the City is the registered owner of the Kinsmen Arena in the City of Prince Albert, in the Province of Saskatchewan, upon which Skate Sharpening Services are to be provided;

**AND WHEREAS** the City has agreed to grant the Contractor the exclusive right to provide Skate Sharpening Services on the premises during the full term hereof;

**NOW, THEREFORE, THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

### **TERM**

1. The City grants to the Contractor the exclusive right to supply Skate Sharpening Services in the Kinsmen Arena for a three (3) year term, from September 1, 2024 to April 30, 2027.

### **SERVICE FEES**

2. Throughout the term of the agreement, the Contractor will pay to the City an annual fee of one thousand four hundred dollars (\$1,400.00), plus applicable taxes.
3. Payments owing from the Contractor to the City for fees that are not paid as of the due date will be subject to a late payment charge of 1.5% per month (18% per annum). This includes cheques that are returned due to insufficient funds.

4. The Contractor agrees to acquire and pay for all licenses and pay all taxes lawfully imposed in respect of the Skate Sharpening Services.
5. The monthly payments listed in section 4 shall be delivered or mailed to:

City of Prince Albert  
Parks, Recreation and Culture Department  
ATTN: Sports & Recreation Manager  
1084 Central Avenue  
Prince Albert, Saskatchewan  
S6V 7P3

#### **CITY'S COVENANTS**

6. The City shall grant to the Contractor the exclusive right to be the only Skate Sharpening Provider at the Kinsmen Arena.
7. The City shall provide a dedicated forty-five (45) square foot space at the Kinsmen Arena in which the services are to be provided. The City also agrees to provide a key to access the dedicated skate sharpening room.
8. The City shall provide electrical power for the Skate Sharpening equipment at no cost to the Contractor.
9. The City agrees to permit operation of skate sharpening services during usual business hours and under usual conditions without hindrance.
10. In addition to providing skate sharpening services, the Contractor may sell athletic tape, skate laces, honing stones, helmet accessories, visor cleaner, hockey sticks, stick wax, stick plugs, skate blades, skate guards and any other hockey related accessories approved by the City. Such sales shall be conducted only with the space provided and no other goods shall be sold without written consent of the City of Prince Albert.

## **CONTRACTOR'S COVENANTS**

11. The Contractor agrees to supply any equipment or inventory required for the operation of the Skate Sharpening Services. The Contractor further agrees to that all skate sharpening equipment must be equipped with an internal exhaust system.
12. The Contractor shall ensure that he, his servants, agents and employees provide the best possible quality of service in its technical aspects and in personal relations. The Contractor agrees to accept all reasonable complaints or requests for refunds without implication for the City. The Contractor agrees that he, his servants, agents or employees shall be courteous in speech and demeanor, neat in dress and refrain from obscene or profane remarks and obnoxious or offensive behaviour.
13. The Contractor shall comply with all applicable federal and provincial Statutes, Regulations, Codes and Rules and with all applicable Bylaws and Resolutions as amended or replaced from time to time, including, but not limited to: The Occupational Health and Safety Act, 1993; The Labour Standards Act, The Worker's Compensation Act, 1979 and The Public Health Act, 1994.
14. The Contractor shall take precautions to prevent fire from occurring and shall observe and comply with all laws and regulations in force respecting fire safety, and with all instructions given from time to time by the City of Prince Albert Fire Department, or any other authority, with respect to fire safety and extinguishing of fires.
15. Due to the nature of the facility and involvement with youth, the Contractor's employees, servants or agents that are eighteen (18) years of age or older and providing services at the Kinsmen Arena must submit a Criminal record Check to the City of Prince Albert prior to their first shift of work.
16. At his own expense, the Contractor agrees to keep the enclosures and area adjacent thereto neat and clean at all times.
17. The Contractor agrees not to alter, add to or in any way make any repairs, alterations or installations without having first obtained the consent in writing of the City providing that any such alterations or additions shall be made at the sole cost and expense of the Contractor. Any such repairs, alterations or additions shall accrue to the ownership of the City upon expiration or termination of the agreement.
18. The Contractor shall replace or repair, to the satisfaction of the City any furnishings and equipment provided by the City that are damaged or destroyed by use of the said space or because of improper use or because of negligence by any officer, servant, agent or other person under the control or supervision of the Contractor.

19. The Contractor agrees that the hours of operation of the skate-sharpening service shall not exceed the hours of operation of the Kinsmen Arena and may only be varied by written consent of the City of Prince Albert.
20. The Contractor shall post no signage or advertisements outside the space provided or upon the grounds of the Arenas unless so authorized by the City of Prince Albert.
21. The Contractor agrees to be liable for the payment of any debts and liabilities arising in the course of undertaking any matters related to this Agreement. The Contractor acknowledges that neither he nor his employees, servants or agents have authority to act as agent of the City and shall ensure that no such person or party holds himself or itself out as such.

## **INSURANCE AND INDEMNIFICATION**

22. The Contractor shall, within seven (7) days of becoming aware an incident, notify the City of any incident that may result in a claim against either the Contractor or the City, including, but not limited to such losses as, property damage to City assets, third party property damage, injury or death of any employee, servant or agent and any third party bodily injury.
23. The Contractor agrees to the following indemnification:
  - a. In this section, "City" includes the City's officers, agents, employees and affiliates.
  - b. The Contractor will fully indemnify the City and hold the City harmless from and against any and all claims, demands, suits, causes of action, losses, damages, liabilities and costs relating to, arising out of, or connected to, directly or indirectly, with the Contractor's activities under the agreement including, without limitation and no matter when asserted, claims relating to:
    - i. the injury (physical or psychological) or death of any person; and
    - ii. damages to or loss of any property.
  - c. The indemnity in subparagraph (b) does not apply to the extent that any claim results from an act or omission amounting to the City's negligence, breach of contract, legal or willful misconduct or non-compliance with a statute, rule or regulation.

24. The Contractor must obtain, maintain, pay the premiums on, and provide the City with Certificates of Insurance for policies of:
  - a. general liability insurance including public liability and property damage insurance in the amount of \$5,000,000.00 dollars per occurrence;
  - b. provide the City with proof of the insurance in sub clause (a) in a form satisfactory to the City.
25. The Contractor is also responsible for insuring all contents supplied by the Contractor to perform the services in relation to this agreement. The City's insurance policy will not cover damages that occur to any equipment or inventory belonging to the Contractor.
26. Insurance provided under the agreement shall contain a statement whereby the insurer waives all rights of subrogation against any party named or contemplated as an insured party in the required policies.
27. The Contractor is solely responsible for full payment of any deductible amount which may be due in the event of any and all claims under policies required by the agreement.
28. The Contractor shall ensure that all insurance policies required by the agreement contain an endorsement by the insurer that states that the policies and coverage thereunder shall neither be amended nor cancelled until thirty (30) calendar days after written notice to such effect has been given to all named insureds.
29. The City of Prince Albert shall be named as an additional insured on all policies of insurance with respect to the Contractor's activities as they relate to the agreement.
30. The Contractor will not have, nor make any claim or demand, nor bring any action or suit or petition against the City for any damage, which the Contractor may sustain by reason of any suspension, interruption or discontinuance in the services, supplied hereunder.

## **TERMINATION**

31. The Agreement may, prior to the expiration of the term, be terminated immediately by the City if:
  - a. the Contractor disbands, dissolves or is wound up;
  - b. the Contractor is adjudged bankrupt or insolvent, or a Receiver is appointed with respect to the Contractor's assets or if a general assignment be made in favour of creditors of the Contractor;

- c. the Contractor is in default of its obligations under the Agreement and the default is not remedied within thirty (30) days from the date the Contractor receives notice of default under the Agreement, provided that if the breach is of such a nature that it could not be remedied by the Contractor within the thirty (30) days acting reasonably and promptly and provided such delay is not the result of financial inability of the Contractor, then the period for remedy of the breach shall be equitably extended by the City; or
- d. notwithstanding subparagraph c., the Contractor commits and, after written notice to remedy, repeats any breach whatever of the agreement, whether such breach be substantial or otherwise.

32. The Agreement may also be terminated by either Party by providing thirty (30) days written notice to the other Party.

33. Unless otherwise directed by the City, no later than seven (7) days following the expiration or termination of the Agreement, the Contractor will:

- a. remove all equipment, supplies and inventory from the Kinsmen Arena;
- b. repair, at its own expense, any damage to the Facilities caused by the services or removal of the equipment;
- c. pay all amounts owing to the City under this Agreement.

## NOTICES

- 34.
- a. Any notices to be given by either Party to the other under this Agreement will be personally delivered or sent by prepaid registered mail, addressed as follows:

For the City:

City of Prince Albert  
Parks, Recreation and Culture Department  
ATTN: Sports & Recreation Manager  
1084 Central Avenue  
Prince Albert, Saskatchewan, S6V 7P3

For the Contractor:

ProSharp Prince Albert  
c/o Brad Toporowski  
76 Coombe Drive  
Prince Albert, Saskatchewan, S6X 0A8

## **INDEPENDENT CONTRACTOR**

35. The Contractor and anyone the Contractor employs or allows to perform any part of the services are not and will not ever be considered employees of the City within the meaning of The Labour Standards Act of Saskatchewan (or otherwise) or entitled to any of the benefits of an employee of the City as a result of their performance of any part of the services.

## **GENERAL PROVISIONS**

36. The Agreement may not be assigned or subcontracted without the prior written consent of the other Party. Any consent given according to this section will not relieve Contractor from its obligations under this Agreement or impose any liability on the City related to the subcontractor.

37. This Agreement will endure to the benefit of and be binding upon the Parties, their permitted successors and assigns.

38. This Agreement and its schedules constitute the entire Agreement between the Parties and supersede all prior oral and written agreements and statements between the Parties with respect to the Skate Sharpening Services.

39. This Agreement may be amended only in writing by agreement of both Parties.

40. No waiver will be inferred or implied by any forbearance by either Party or anything done or omitted to be done by either Party with respect to any breach unless it is an express written waiver. A waiver by either Party of any breach of the Agreement will not be or deemed to be a waiver of any continuing or subsequent breach or a waiver of either Party's rights under the Agreement. The subsequent acceptance of payment by a Party is not a waiver of any preceding breach or continuing breach by the other Party, regardless of knowledge of any such preceding breach at the time payment is accepted.

41.

- a. If either party is delayed or prevented from performing any obligation under the agreement due to fire, flood, explosion, acts of God, war, civil disturbance, strikes or other cause beyond the control of the party affected (except by reason of the financial condition of the party), the time for performance will be extended by the period of the delay.
- b. Neither the City nor the Contractor is entitled to relief under paragraph 43(a), unless the party claiming relief gives written notice to the other party of the delay as soon as is practicable after they start the delay.

**EFFECTIVE DATE**

42. The City and the Contractor agree that notwithstanding this Agreement may be signed at a later date; the effective date shall be September 1, 2024.

**IN WITNESS WHEREOF** The City of Prince Albert has here unto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024

**THE CITY OF PRINCE ALBERT**

\_\_\_\_\_

**MAYOR**

\_\_\_\_\_

**CITY CLERK**

**IN WITNESS WHEREOF** ProSharp Prince Albert has hereunto affixed its corporate seal, duly witnessed by the hands of its proper officers in that behalf, duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2024.

**PROSHARP PRINCE ALBERT**

\_\_\_\_\_

\_\_\_\_\_

CANADA  
PROVINCE OF SASKATCHEWAN  
TO WIT:



**AFFIDAVIT OF ATTESTATION**  
**OF AN INSTRUMENT**

I, \_\_\_\_\_, of the City of Prince Albert, in the Province of Saskatchewan, make oath and say:

1. That I was personally present and did see \_\_\_\_\_, named in the within instrument, who is personally known to me to be the person named therein, duly sign and execute the same for the purposes named therein.
2. That the same was executed on the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_ at The City of Prince Albert, in the Province of Saskatchewan, and that I am the subscribing witness thereto.
3. That I know the said \_\_\_\_\_ and he/she is, in my belief, of the full age of 18 years.

DECLARED BEFORE ME at the City of Prince Albert, in the Province of Saskatchewan, this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 20\_\_\_\_\_.

\_\_\_\_\_

\_\_\_\_\_  
A COMMISSIONER FOR OATHS in and for the Province of Saskatchewan.  
My Commission expires: