

# Cosmopolitan Lodge Operations Agreement

THIS AGREEMENT made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 2025.

## BETWEEN:

**THE CITY OF PRINCE ALBERT**, a municipal corporation in the Province of Saskatchewan, herinafter called “the City”

-and-

**Knotty Pine Bistro** in the City of Prince Albert, in the Province of Saskatchewan, hereinafter called “the Contractor”

**AND WHEREAS** the City of Prince Albert owns Cosmopolitan Lodge located within the Little Red River Park and is desirous of operating the Lodge to a high standard and in a manner which is hospitable and comfortable to the public;

**AND WHEREAS** the Contractor has represented that it is capable and desirous of performing the maintenance, operations, and administration functions in association with The Cosmopolitan Lodge, including operating a Bistro/Café within the Lodge;

**AND NOW THEREFORE WITNESSETH** in consideration of the mutual covenants herein and other good and valuable consideration, the parties agree as follows:

## 1. INDEPENDENT CONTRACTOR

- 1.1 The Contractor agrees that it shall faithfully, honestly, and diligently perform and carry out the duties and obligations, hereinafter described, and in fulfilling these obligations, the Contractor shall act as an independent contractor to the City.

## 2. DEFINITIONS

In this Agreement, the term:

- 2.1 “**The Director**” means the Director of Parks, Recreation and Culture of the City of Prince Albert or the designate of the said Director of Parks, Recreation and Culture.

## 3. TERM

- 3.1 The City and the Contractor agree that the term of this Agreement shall be for (5) Five years from the 1<sup>st</sup> day of **May, 2025**, continuing until fully completed on the 30<sup>th</sup> day of **April, 2030** unless sooner terminated for cause or by notice as hereinafter provided.

## 4. CITY FINANCIAL COVENANTS

The City specifically covenants and agrees with the Contractor as follows:

- 4.1 The City and the Contractor acknowledge and agree that in exchange for the opportunity of collecting and receiving all revenues generated from the operations of the Cosmopolitan Lodge and the Bistro/Cafe, and private bookings of the Cosmopolitan Lodge after operating hours, for its sole benefit on terms and conditions set out herein. The Contractor agrees to supply all services necessary for the efficient operation of these facilities and assume responsibility thereto.
- 4.2 The parties agree there shall be no other remuneration or fee payable by the City to the Contractor for such services, except as identified herein.

## **5. CONTRACTOR FINANCIAL COMMITMENTS**

The Contractor specifically covenants and agrees with the City as follows:

- 5.1 To operate the said facilities without cost to the City except for costs assumed by the City and as prescribed in this agreement.
- 5.2 To keep full and accurate accounts of all its financial transactions, cash or non-cash based, including separate accounting of the financial activities of the Contractor.
- 5.3 To provide the Director with an unaudited financial statement for the Contractor's year-end by no later than the 1<sup>st</sup> day of May in each year. The financial statement, consisting of a statement of financial position, statement of operations, statement of changes in net assets, and a statement of cash flows, will be completed in accordance with the Canadian generally accepted accounting principles.
- 5.4 To provide the City other information from the Financial Statement specifically including breakdown of revenues and expenses as may be requested.
- 5.5 To provide audited at the Contractor's expense, financial statements within six (6) months from the date of such request in the event that the City is not satisfied with the unaudited financial statements received from the club.
- 5.6 To not sell or dispose of any property belonging to the Contractor without consent of the City. It being understood and agreed that any approved improvements or upgrades added to the facilities shall form part of the property owned by the City.
- 5.7 To be responsible for the for the monthly SaskPower and SaskEnergy utility expenses related to the Cosmopolitan Lodge/Knotty Pine.

## **6. CITY COMMITMENTS**

The City specifically covenants and agrees:

- 6.1 To provide the Contractor quiet use and enjoyment of the leased premises.
- 6.2 To review the delivery of services provided by the Contractor and cooperatively work with the Contractor to provide assistance, leadership and resource materials to ensure that an acceptable level of service delivery is maintained at the Cosmopolitan Lodge.
- 6.3 To work with the Contractor in reviewing and setting annual rental fees with the objective of generating sufficient revenues through the Cosmopolitan Lodge in a manner consistent with the City's rates and fees structures at similar facilities.
- 6.4 To work with the Contractor on any renovations approved by the Director.
- 6.5 To be responsible for any and all small and large equipment purchase(s) that are approved for use in the operation of the Knotty Pine Bistro by the Director.

## **7. CONTRACTOR COMMITMENTS**

- 7.1 The Contractor shall ensure that Cosmopolitan Lodge is publicly accessible to any and all user(s) and user group(s) unless otherwise agreed upon by the Director of Community Services.
- 7.2 The Contractor shall ensure that the Cosmopolitan Lodge is open and operating each day with minimum operating hours from 8am until 9:00 pm (the "Operating Hours")
- 7.3 The Contractor may operate the Cosmopolitan Lodge at any other times in addition to the Operating Hours.
- 7.4 Notwithstanding the foregoing, upon the request of the Director, the Contractor agrees that it shall open the Cosmopolitan Lodge for any special event which is planned to be conducted outside of the Operating Hours. The Contractor shall have the right to charge a fee at such a rate to allow the Contractor to recover the service costs related to the special event.
- 7.5 Notwithstanding the foregoing, the Contractor may close the Cosmopolitan Lodge on the following Statutory Holidays: Christmas Day, New Year's Day, Good Friday, Easter Sunday, Canada Day, Labour Day, Thanksgiving Day, and Remembrance Day, unless a request is made under Section 7.3.
- 7.6 Notwithstanding the foregoing, the Cosmopolitan Lodge, shall be closed at such times as:
  - a) The Director may direct, where he is of the opinion that the safety of the users of the Cosmopolitan Lodge may be jeopardized; and,
  - b) When the Contractor is of the opinion that the safety of the users of the Cosmopolitan Lodge may be jeopardized and the duration of such period of closure shall be as approved by the Director.

- 7.7 The Contractor shall manage all bookings of the Cosmopolitan Lodge Meeting Room during and outside of Operating Hours. Notwithstanding the generality of the foregoing, the Contractor shall ensure that:
- a) Priority is given to the City, City-sponsored programs, youth user groups sponsoring park-related activities, and like uses during Operating Hours for which no charge shall apply;
  - b) The Cosmopolitan Lodge Meeting Room is made available for private bookings during Operating Hours. The Contractor shall not refuse private bookings of the Cosmopolitan Lodge Meeting Room during Operating Hours without the approval of the Director;
  - c) Any bookings of the Cosmopolitan Lodge after Operating Hours, other than those referred to in subsection 7.3, are subject to the discretion of the Contractor; and,
  - d) The Director approves the rental rates to be charged by the Contractor for private bookings during each twelve (12) month period during the term.
- 7.8 The rental rates to be charged for private bookings of the Cosmopolitan Lodge Meeting Room for each twelve (12) month period of this Agreement are subject to the approval of the Director.
- 7.9 The Contractor agrees to provide to the City a rental application form for the Cosmopolitan Lodge Meeting Room that includes contact information, rates and times to post for use on the City Website.
- 7.10 The Contractor agrees that it shall operate a Bistro/Café known as the 'Knotty Pine Bistro' consistent with subsection 7.1 of the City's Request for Proposal# 5/25 and Proposal# 2/20/25 from Deepak Deepak and Akshay Arora within the Cosmopolitan Lodge, and such Bistro/Cafe shall be open to the public during the Operating Hours.
- 7.11 The Contractor agrees that it will not offer tobacco/vape products for sale at the Cosmopolitan Lodge.
- 7.12 By August 1<sup>st</sup> of the first year of this Agreement and by May 1<sup>st</sup> of each successive year the Contractor shall develop and provide to the City an annual marketing plan in writing based on results, customer analysis, experience and rationales, along with proposed adjustments in the commercial and marketing policies to be approved by Director.
- 7.13 The Contractor may, subject to the approval of the Director, provide for rent equipment and items for activities available with the park to users of the park, provided the rental items and equipment are not in competition with or equivalent to items offered for rent at the Old Log Cabin within the park. Such rental items shall be provided by the Contractor at its own risk and expense and the Contractor shall be permitted to retain all proceeds of such rentals for its own use and benefit.

7.14 The Contractor shall also ensure the following documents are made available upon request:

- a) Proof of General Liability insurance including Public Liability Insurance with a minimum amount of \$5,000,000 (unless exempt by the City of Prince Albert);
- b) Proof of valid SLGA License;
- c) Proof of valid Public Eating Establishment License;
- d) Proof of Occupancy Permit;
- e) Proof of good standing with Workers Compensation (WCB);
- f) Criminal Record checks for all personnel;
- g) Rates for booking the Cosmopolitan Lodge for private use, outside of Operating hours;
- h) Menu and price list for all items sold at the Bistro/Cafe; and
- i) List for any rental rates of items approved by the Director.
- j) Bookings for The Cosmopolitan Lodge, from the start to the finish of the contract period.

## **8. CONTRACTOR DUTIES AND RESPONSIBILITIES**

8.1 The Contractor agrees to keep the Cosmopolitan Lodge, in an attractive and clean condition as shall be satisfactory to the Director. The Operator shall maintain the Cosmopolitan Lodge and all fixtures, equipment and chattels in a safe, clean and neat condition, and shall maintain all equipment or chattels used in the area in a good state of repair. The City Clerk acting reasonably may require certain maintenance, repair or replacement in accordance with notice given in writing to the Operator. Where the Operator fails to repair, replace or remedy any deficiency within 7 days following the giving of such notice (or if the deficiency is not, within reasonable diligence, capable of being repaired or replaced or remedied within such 7 day period, where the Operator fails to commence efforts to remedy such default within 7 days following the giving of such notice and thereafter diligently to pursue such efforts), the City may cause the required work to be done either by its own employees or by some other person authorized by the City Clerk to do so. The reasonable cost of such work shall be recoverable as a debt from the Operator, its successors and assigns. This does not preclude the City from resorting to any other remedies that it may have at law. The City Clerk shall, acting reasonably, be the sole judge of the adequacy of the cleanliness, safety and neatness of the Bistro and shall have the power to order any changes deemed advisable to ensure this. Upon termination of this Agreement, the Operator shall leave the area of operation in good repair and in a safe, clean and neat condition, damage by fire or unavoidable casualty and ordinary wear and tear excepted.

8.2 The Contractor shall ensure that the maintenance and operation of the Cosmopolitan Lodge is conducted in a manner most likely to ensure the safety and

convenience of the users of the said facilities, to promote a hospitable atmosphere, and to encourage the use of the Cosmopolitan Lodge.

- 8.3 The Contractor shall supervise the use of the Cosmopolitan Lodge, and shall ensure that any activities or conditions which may cause damage or injury to the users of the Cosmopolitan Lodge, which are capable of removal or remedy are immediately removed or remedied by the Contractor.
- 8.4 The Contractor agrees that its principals, employees, and agents shall not deliberately, recklessly, or negligently misuse or store machinery, equipment, or other articles used at the Cosmopolitan Lodge belonging to the City so that the condition of same deteriorates or requires repair.
- 8.5 Not to limit the generality of the foregoing, the Contractor shall ensure that it shall keep the Cosmopolitan Lodge neat, tidy, and clean, and shall replace burned-out light bulbs, perform minor maintenance.
- 8.6 The Contractor agrees that it shall be responsible for maintenance and cleaning of the Cosmopolitan Lodge and washrooms, but the Contractor shall not be responsible for any major repairs. The City shall ensure that the Cosmopolitan Lodge is provided with telephone, power, and electrical utilities. Further, the City shall supply cleaning supplies, soap, toilet tissue, paper towels, light bulbs, garbage cans, and such other similar goods as, in the opinion of the Director, may be required. It shall be the daily duty of the Contractor to ensure that the containers for paper supplies are kept properly filled as necessary. The Contractor shall inform the City when any such supplies require replenishment.
- 8.7 The Contractor shall perform its maintenance and cleaning duties pursuant to this Agreement at such times as are least likely to inconvenience permitted users of the Cosmopolitan Lodge. The Contractor agrees to perform its duties in such a manner as shall ensure the safety of the facilities for the users and promote a hospitable atmosphere and encourage the use of the Cosmopolitan Lodge .
- 8.8 The Contractor agrees that it shall have no right to operate any food concessions, retail sales, rental operations, or vending machines except as expressly permitted by this Agreement.
- 8.9 Any chattels apparently lost or abandoned by third parties at the Cosmopolitan Lodge, shall be retained by the Contractor for a period of fourteen (14) days and, if unclaimed by the true owner, shall be turned over to the Director.
- 8.10 The Contractor shall not permit, suffer, or allow the erection or removal of or installation of any structure or improvement or changes to the Cosmopolitan Lodge, whatsoever without the prior written consent of the Director.
- 8.11 The Contractor agrees to provide management and distribution of firewood from the inventory located at the Cosmo Lodge to users of the park.

- 8.12 The Contractor agrees to managing the septic system, calling for pump outs when required.
- 8.13 The Contractor agrees to supply flower displays, watering of those displays to the entrance of the Cosmo Lodge.
- 8.14 The Contractor agrees to supply all necessary equipment and materials to perform and deliver upon all items as listed under 8.13
- 8.15 The Contractor agrees to supply all signage, linens, cash registers, debit machines and menu boards to be used at the Bistro/Cafe.
- 8.16 The Contractor agrees to implement green/recycling program by promoting minimal use of single-use plastic products.
- 8.17 The Contractor shall be responsible for purchasing, maintaining and replacing all smallwares as necessary.

## **9. PERSONNEL**

- 9.1 The Contractor agrees that it shall obtain the services of sufficient and adequate personnel as may be required for the lawful, safe, clean, hospitable, and efficient operation of the Cosmopolitan Lodge, hereinafter referred to as "personnel", including and not to limit the generality of the foregoing:
- a) The Contractor agrees that he shall ensure that its Manager:
    - (i) Diligently carries out and supervises the carrying out of the duties and obligations of the Contractor hereunder; and,
    - (ii) Devotes his/her whole time and attention to the promotion of the interests and welfare of the Cosmopolitan Lodge.
- 9.2 The Contractor shall secure services of all personnel under terms which comply with all applicable federal, provincial, and municipal laws, regulations, and codes.
- 9.3 The costs associated with the supply of uniforms and any training of personnel shall be borne by the Contractor.
- 9.4 The Contractor agrees that it shall promptly pay all wages and other amounts owing to its employees, agents, and personnel providing services under this Agreement and to comply with all laws, bylaws, rules, and regulations pertaining to them and agrees that none of their employees, agents, or personnel shall constitute nor make any claim to be the employees or agents of the City.
- 9.5 The Contractor shall be solely responsible for all acts of its personnel and agents and acts of negligence of its personnel and agents in connection with any matter arising by reason of performance or non-performance of any duties under the provisions of this Agreement or any matters incidental thereto.

- 9.6 The Contractor agrees that it shall immediately report any matters which have a potential of causing or contributing to damage, or to injury of the users of the Cosmopolitan Lodge, which come to the Contractor's attention to the Director. The Contractor shall give the City:
- a) Immediate notice of any significant accident, injuries, or significant property damage suffered by any user of the Cosmopolitan Lodge.
  - b) Immediate notice in writing of any claim made against the Contractor arising out of its operation of the Cosmopolitan Lodge; and,
  - c) Immediate notice of any and all vandalism and/or unsanctioned activities in the Cosmopolitan Lodge.
- 9.7 Pursuant to Section 8 of the Recreation Facilities and Parks Bylaw, being Bylaw No.33 of 2020, as same may be amended from time to time, or such Bylaw or Bylaws as may be substituted therefore from time to time, the Director shall instruct the Contractor in order that it may evict any person or deny admission of the right to gain admission to the Cosmopolitan Lodge, for a period not to exceed fourteen (14) days. In the event that the Contractor is of the opinion that it is advisable that any person be denied admission of the right to gain admission to the Cosmopolitan Lodge, for a period exceeding fourteen (14) days, the Contractor shall request such restriction, in writing, to be made by the Director. Such determination shall be within the sole discretion of the Director.
- 9.8 Excepting as specifically provided in this Agreement, the rights and obligations of the Contractor pursuant to this Agreement shall only apply during the term of this Agreement. The Contractor agrees to operate the Cosmopolitan Lodge, in accordance with such written policies of the City of Prince Albert or which the Contractor is given notice. In the event of contemplated change to any such policy, the City agrees that the Contractor will be advised. The Contractor agrees that it shall incorporate the said policies in the operation of the Cosmopolitan Lodge, and take all necessary steps to enforce the same.
- 9.9 The Contractor is required to attend scheduled meetings, as set forth by the Director with a minimum of one (1) per month during the contract season. Meetings will be to review and report on the operation of the Cosmopolitan Lodge, for the duration of the contract.

## **10. SAFETY**

- 10.1 The City shall supply such safety and evacuation equipment and First Aid supplies as it may deem necessary in order for the Contractor's personnel to handle all reasonable foreseeable accidental injuries and damages which may be suffered by users of Little Red River Park, the Cosmopolitan Lodge. At the Contractor's expense, the Contractor shall replace all such supplies as soon as is practicable in order to maintain the availability of same and keep all such supplies and equipment in good condition and readily accessible for use.



## **11. INDEMNIFICATION**

- 11.1 The Contractor agrees to compensate the City for damages which it, or any of its officers, employees, personnel, or agents may cause to Little Red River Park, the Cosmopolitan Lodge, any equipment or chattels located therein or any part thereof in the course of performance of the duties under this Agreement or otherwise howsoever.
- 11.2 During the term of this Agreement, and subject to the immediately following provisos, the Contractor shall indemnify and save harmless the City from and against all loss, costs, damages (incidental, direct, indirect, special, consequential or otherwise) and expense occasioned to the City by any act, breach, omission, fault, default or negligence of the Contractor or those for whom the Contractor is in law responsible (including, without limitation, legal fees on a substantial indemnity basis). The indemnity contained in this Agreement shall not be prejudiced by, and shall survive, the termination of this Agreement. Any amounts to which the Contractor may be liable pursuant to the terms of this Agreement shall be paid to the City upon demand and may be recovered by action or by deduction from any amount which may be owing to the Contractor by the City.
- 11.3 Neither the City, its officials, employees, servants, or agents shall be responsible for injury to the Contractor, their officers, personnel, or agents for loss of or damage to any property belonging to them howsoever caused, unless such injury or damage is caused solely by the wilful act or gross negligence of the City of those for whom it is vicariously liable.

## **12. CONTRACTOR INSURANCE COVENANTS**

The Club specifically covenants and agrees with the City as follows:

- 12.1 To maintain comprehensive general liability insurance coverage including public liability insurance in an amount of not less than five million dollars (\$5 Million) per occurrence. The City shall be listed as an additional insured party, it being understood and agreed that any extra costs for coverage extending to the Contractor shall be paid by the Contractor. A thirty (30) day notice of cancellation shall be incorporated in to the contractors insurance coverage and a Certificate of insurance provided to the City as proof of compliance no later than 30<sup>th</sup> of April prior to the commencement of each operating season.
- 12.2 To maintain throughout the term of the agreement such insurance coverage, through an insurer or insurers satisfactory to the City, at the sole cost and expense of the Contractor, for the contents owned by the Contractor and located in the facilities. A thirty (30) day notice of cancellation shall be incorporated in the Contractors insurance coverage and a Certificate of Insurance provided to the City as proof of compliance.
- 12.3 To advise the City by no later than the 30<sup>th</sup> of March in each year of its intentions to take out the option of purchasing a separate insurance policy to reduce the

deductible portion under the City's main policy with respect to property damage claims only.

12.4 To not knowingly do or suffer to be done anything on the leased premises which may cause to render void policies of insurance issued with respect to the leased premises, or which may cause the premiums paid therefore be unduly increased, unless with the written consent of the City.

12.5 Neither the City, its officials, employees, servants, or agents shall be responsible for injury to the Contractor, their officers, personnel, or agents for loss or damage to any property belonging to them howsoever caused, unless such injury or damage is caused solely by the wilful act or gross negligence of the City of those for whom it is vicariously liable.

### **13. WAIVER OF CLAIM**

13.1 The Contractor agrees that except as expressly provided herein, no other benefit or claim except as specified in this Agreement, shall be claimed or demanded from the City. In particular and not to limit generality of the foregoing, the Contractor agrees that, excepting as specifically provided in this Agreement, it shall make no claim against the City in respect of costs for advertising or marketing, fuel, maintenance and repairs, or supplies as may be necessary in order for the Contractor to properly carry out its obligations pursuant to this Agreement and shall make no claim for lost revenue occasioned by equipment failures or delays in capital construction at Little Red River Park or the Cosmopolitan Lodge.

### **14. FORCE MAJEURE**

14.1 The performance by a party of any term, condition or covenant of this Agreement (including, without limitation, the payment of moneys hereunder which shall not accrue) shall be excused during the period and to the extent that such performance is rendered impossible, impractical or unduly burdensome due to acts of God, strikes, lockouts, or labour difficulty, unavailability of parts through normal supply sources, failure of any utility to supply its services for reasons beyond either party's control, explosion, sabotage, accident, riot or civil commotion, act of war, fire or other casualty, or any other cause beyond the reasonable control of the party whose performance is to be excused, including extreme weather. For greater certainty and without limiting the generality of the foregoing, the amounts payable by the City hereunder shall not (run or accrue) and the City shall not be required to pay to the Contractor any amounts otherwise required to be paid to it under the provisions of this Agreement, during any period that the Bistro/Café is not open to the public because of a labour dispute.

### **15. DEFAULT AND TERMINATION**

15.1 If the Contractor refuses, neglects or omits to perform any of its obligations contained in this agreement, the Director may give notice to the Club specifying the

nature of the default. Such notice shall require the Contractor to remedy its default or to provide the City with a schedule for the remedying of such default within 14 days of service of the default.

15.2 Should the Contractor fail to commence to remedy its default or provide the City with a schedule acceptable to the Director for remedying such default within the time allowed within the notice of default, having commenced to remedy the default, fails to proceed or complete the same with reasonable diligence, then the City may remedy the default; shall be entitled to recover the costs of remedying the default; and In addition to all other remedies available at law, shall be recoverable from the Contractor as debt, payable on demand, and if unpaid, payment may be enforced in the same manner as arrears or rent.

15.3 The parties agree that it shall be lawful for the City as landlord to enter upon the leased premises to have, possess and enjoy, as if this agreement had not been made, in the following circumstances:

- a) the Contractor declaring insolvency or bankruptcy;
- b) the Contractor failing to comply with the terms of this agreement within a period of 30 days subsequent to receipt of notice from the City or the Director to rectify such breach;
- c) the Contractor failing to comply with the *Non-Profit Corporations Act*, 1995 or its own bylaws;
- d) the Contractor failing to comply with the terms of any Bylaws or Provincial or Federal Acts or Regulations governing the rights of the users of the facilities; or
- e) if at any time during the currency of this agreement the Contractor abandons the leased premises or ceases to deliver the programs.

15.4 On the City becoming entitled to re-enter the leased premises, the Contractor agrees that the City shall not be liable for any prosecution or claim for such re-entry and the City may re-let the leased premises and be entitled to receive and rents thereof.

15.5 On the City becoming entitled to re-enter the leased premises under the provision of this agreement, the City, in addition to all other rights, shall have the option to terminate this lease forthwith by notice, which option may be exercised by the City Manager, but the Contractor shall have the right to appeal the decision of the City Manager to City Council at any meeting within one month of the giving of notice by the City Manager, and the decision of the majority of Councillors in attendance shall be final.

15.6 In addition to the other provisions regarding termination of this Agreement, this Agreement may be terminated upon six (6) months written notice prior to the end of the Term hereof or any term of renewal by either party to the other.

15.7 In the event of termination of this agreement in any manner, the value of any grants paid by the City pursuant to Clause 4 shall be prorated to the date of termination. The Contractor shall return all unspent monies to the City and shall account to the City for all monies expended during the term of this Agreement. Any funds not properly accounted for and not returned shall constitute a debt payable by the Contractor to the City, payable upon demand and enforceable by the City as a debt due to it by the Contractor.

15.8 No waiver by the City or any breach by the Contractor shall be deemed a waiver of or in any way affect or prejudice the rights and remedies of the City in respect of any future or other breach of the covenants or obligations on the part of the Contractor herein contained.

## **16. NOTICE**

The Contractor agrees that the articles and bylaws of its constitution shall include such terms as provided that upon dissolution of the Contractor, all its properties and assets shall, after payment of all liabilities, revert to The City of Prince Albert, and title thereto shall immediately vest in the name of The City of Prince Albert. In consideration of these presents, the Contractor agrees that its articles and bylaw in respect to disposition of its properties and assets to the City shall be maintained and shall not be altered during the currency of the Agreement. Any notice, request or demand herein provided for shall be sufficiently given or made if mailed by ordinary mail in the City of Prince Albert, in the Province of Saskatchewan, postage prepaid, addressed if to the City at:

Director of Community Services  
The City of Prince Albert  
1084 Central Avenue  
Prince Albert, Saskatchewan S6V 7P3

Any notice mailed of the aforementioned shall be conclusively, deemed to have been given on the second business day following the day on which it was mailed or posted. The Contractor may at any time give notice in writing to the City any address which it desires notices to be directed to and thereafter all notices shall be mailed to the new address so notified.

## **17. REFERENCE AND ASSIGNMENT**

17.1 The terms "the City" and "the Contractor" and references thereto shall include the executors, administrators, directors, (successors in the case of a corporation) and permitted assignees of the City and the Contractor respectively. This agreement may not be assigned unless the written permission of the City by resolution of the Council of the City of Prince Albert is first had and obtained.

**18. EFFECTIVE DATE**

18.1 Notwithstanding the date of execution by the respective parties, the effective date of this Agreement shall be the \_\_\_\_\_ day of \_\_\_\_\_ A.D., **2025**.

**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. **2025**.

**THE CITY OF PRINCE ALBERT**

\_\_\_\_\_  
**MAYOR**

\_\_\_\_\_  
**CITY CLERK**

**IN WITNESS, WHEREOF** the **Knotty Pine Bistro** 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. **2025**.

\_\_\_\_\_  
**WITNESS**

\_\_\_\_\_  
**KNOTTY PINE BISTRO**

CANADA )  
PROVINCE OF SASKATCHEWAN )  
TO WIT: )

**DECLARATION**

I, \_\_\_\_\_, of the City of Prince Albert, in the Province of Saskatchewan, DO SOLEMNLY DECLARE:

1. That I have been appointed by the Board of Directors as an Officer of \_\_\_\_\_ (name of Corporation).
2. That, pursuant to the Corporation's Bylaws and/or Board Resolution, I am authorized by the Corporation to execute all contracts, documents or instruments in writing generally required by the corporation, or to sign specific contracts, documents or instruments in writing, and all such contracts, documents or instruments in writing so signed are binding upon the Corporation without any further authorization or formality.
3. That I have been specifically authorized to execute the within or annexed document.
4. I make this solemn declaration conscientiously believing it to be true and knowing that it is of the same force and effect as if made under oath and by virtue of the Canada Evidence Act.

DECLARED BEFORE ME at the  
City of Prince Albert, in the province  
of Saskatchewan, this \_\_\_\_\_ day  
of \_\_\_\_\_, A.D., **2025**.

\_\_\_\_\_  
A Commissioner for Oaths/Notary Public  
In and for the Province of Saskatchewan.  
My Commission expires: