

Naming Rights Agreement

THIS AGREEMENT made effective as of the ___ day of _____ 2026.

BETWEEN:

THE CITY OF PRINCE ALBERT, in Prince Albert in the Province of Saskatchewan, hereinafter called "**The City.**"

-and-

THE ROTARY CLUB OF PRINCE ALBERT INC.

A body corporate, having an office in Prince Albert, in the Province of Saskatchewan, (hereinafter referred to as the **Rotary Club**)

WHEREAS the City of Prince Albert has adopted a Naming Rights and Sponsorship Policy as of April 13, 2015, to advertise within City of Prince Albert owned facilities in Prince Albert, Saskatchewan.

AND WHEREAS the City has an agreement with Prince Albert Minor Softball Association to fund improvements at Prime Ministers' Park as of May 15, 2015.

AND WHEREAS the City has identified naming rights opportunities at Max Power Ball Parks within Prime Ministers' Park at a new diamond constructed in 2016 as part of the Project Triple Play Construction Plans as approved by City of Prince Albert Council on April 5, 2016.

NOW THEREFORE this agreement witnesseth that in consideration of the mutual covenants hereinafter contained the parties agree as follows:

ARTICLE 1: GRANT OF LICENSE

1.1 In accordance with Section 7.01(d) of the Naming Rights & Sponsorship Policy #71 passed April 13, 2015 by City Council, the **Rotary Club** is a corporation prepared to make a substantial financial contribution to the City as outlined in Article 3 of this agreement, in exchange for the continued naming rights of **Rotary Field**, a diamond at Max Power Ball Parks within Prime Ministers Park.

ARTICLE 2: CITY OF PRINCE ALBERT UNDERTAKINGS

2.1 In accordance with Section 8 of the Naming Rights & Sponsorship Policy #71 the City of Prince Albert will provide to the **Rotary Club**:

- a) The right to name the said diamond at Max Power Ball Park in Prime Ministers' Park as **Rotary Field** for the duration of this agreement which includes:
 - i. **Backstop Signage** – a sign will be placed on the back stop at said diamond identifying **Rotary Field**. Design and installation to be approved by the city.
 - ii. **Outfield Signage** – a sign will be created to be placed in the outfield at the said diamond identifying **Rotary Field**. Design and installation to be approved by the city.
 - iii. **Wall of Honour** – The **Rotary Club** will have a significant placing on the Wall of Honour created by Project Triple Play to recognize contributions to this community project.
- b) Reference to the facility on all City Communication platforms, including but not limited to:
 - i. News Releases
 - ii. Website
 - iii. Social Media
 - iv. Directional signage to the facility

2.2 The City of Prince Albert will coordinate the creation and installation of signage in 2(a) with the Project Triple Play Committee. The Committee will be responsible for the related expenses.

ARTICLE 3: ADVERTISING CONTENT

- 3.1 During the term of this agreement, the **Rotary Club** shall have the exclusive right to display advertising on the signage within this agreement subject to the following conditions:
- a) Compliance with the Canadian Code of Advertising Standards.
 - b) Presenting portrayals of individuals or groups in a manner which is not demeaning or derogatory.
 - c) Displaying advertising copy that is of acceptable, high moral standard and is not contrary to public order and good taste.

ARTICLE 4: DURATION

- 4.1 This agreement is for a period of ten (10) years beginning upon signing this agreement in the year 2027, throughout the period ending December 31, 2037.

ARTICLE 5: NAMING RIGHTS FEE

5.1 In consideration of the Naming Rights and signage provided in Article 2.1, the **Rotary Club** agrees to provide support in the form of financial consideration totaling Thirty Thousand Dollars (\$30,000) to the City of Prince Albert as follows:

- a) May 1, 2026 – a sum of Ten Thousand Dollars (\$10,000) plus applicable GST.
- b) May 1, 2027 – a sum of Ten Thousand Dollars (\$10,000) plus applicable GST.
- c) May 1, 2028 – a sum of Ten Thousand Dollars (\$10,000) plus applicable GST.

The City of Prince Albert will issue invoices to the **Rotary Club** thirty (30) days prior to the dates indicated above.

ARTICLE 6: RIGHT OF RENEWAL

6.1 Upon the expiration of this agreement, subject to being in good standing, the **Rotary Club** has the right to renew the agreement with the City of Prince Albert, subject to be negotiated financial considerations to the satisfaction of both parties.

ARTICLE 7: TERMINATION

7.1 Any of the following occurrences or acts shall constitute an event of default by the **Rotary Club**, and shall be considered sufficient cause to terminate the agreement, specifically:

- a) If the **Rotary Club** willfully breaks or neglects to observe or perform any of the terms of the agreement.
- b) If payments due to the City under the terms of the agreement are not processed within thirty (30) days of payment becoming due.
- c) If the rights granted shall at any time be seized or taken in execution or in attachment by any creditor of the **Rotary Club**, or if the **Rotary Club** becomes bankrupt or makes any assignment of the contract in violation of the terms of the agreement.

7.2 If sufficient cause exists to justify such action, the City may provide notice to cancel the agreement and terminate all rights of the **Rotary Club** by mailing through registered mail to the **Rotary Club** a notice in writing to that effect. Should sufficient cause continue for thirty (30) days after the City has given notice to the **Rotary Club**, all rights and privileges conferred on the **Rotary Club** shall immediately cease and terminate, without prejudice against any other rights or remedies the City may have. The City shall also be entitled to recover any monies owing and likewise provide money back to the **Rotary Club** on a pro-rata basis for

monies already paid.

- 7.3 Notwithstanding anything contained herein, the City may, at any time during the term of the agreement, upon giving thirty (30) days' notice to the **Rotary Club** (to remedy any situations) terminate the agreement if the City is of the opinion that the services supplied by the **Rotary Club** are not of a standard acceptable to the City.
- 7.4 Termination may be given by either party for any other reason by six (6) months written notice.
- 7.5 This agreement, the parties agree that the Licensee shall be responsible for the removal of the signage structures upon termination of this Agreement and the site be restored to its original condition.

ARTICLE 8: ASSIGNMENT

- 8.1 The rights and privileges of the **Rotary Club** may only be assigned upon obtaining the written consent of the City, which consent may be withheld without the giving of reasons, therefore.

ARTICLE 9: NOTICE

- 9.1 Any notices required to be delivered or given by any Party to this agreement shall be delivered to the address and to the individuals indicated below:

City of Prince Albert:

Attn: Parks, Recreation & Culture or Designate,
1084 Central Avenue, Prince Albert, SK S6V 7P3
(306) 953-4800

The Rotary Club of Prince Albert Inc.:

Attn: Brian Harris, President or Designate,
231-1061 Central Avenue, Prince Albert, SK S6V 4V4

ARTICLE 10: MODIFICATION

- 10.1 No departure or waiver of the terms of this agreement shall be deemed to authorize any prior or subsequent departure or waiver, and the City shall not be obligated to continue any departure or waiver or permit subsequent departure or waiver. No alteration or modification of any of the provisions of this agreement shall be binding unless the same is in writing and signed by the parties.

ARTICLE 11: GENERAL

- 11.1 This agreement represents the entire agreement between the parties.
- 11.2 No amendment or modification of this agreement shall be effective unless it is in writing and signed by each of the parties. Either party without the prior written approval of the other shall not assign this agreement.
- 11.3 This agreement shall be interpreted in accordance with the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the City of 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. 2026.

THE CITY OF PRINCE ALBERT

MAYOR

CITY CLERK

IN WITNESS WHEREOF **The Rotary Club of Prince Albert Inc.** 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. 2026.

**THE ROTARY CLUB OF PRINCE
ALBERT INC.**
