

HANLEY AG SOCIETY

MEMORANDUM OF UNDERSTANDING

Term: 2024-2026 Season

THIS AGREEMENT made this _____ day of _____ 2024

BETWEEN:

THE TOWN OF HANLEY, a municipal corporation established and existing pursuant to the laws of the Province of Saskatchewan,

(Hereinafter referred to as the "Town")

OF THE FIRST PART

AND:

HANLEY AG SOCIETY a society established and existing pursuant to the laws of the Province of Saskatchewan,

(Hereinafter referred to as the "HAS")

OF THE SECOND PART

PREAMBLE

WHEREAS the Town will provide seasonal use of the areas described as “Fairgrounds (which also include) port-a-potty(s), washrooms, and animal ring” as shown in Schedule A;

AND WHEREAS the HAS and the Town wish to continue to communicate effectively and operate efficiently in the best interests of the community at large;

NOW THEREFORE IN CONSIDERATION of the mutual covenants, terms and conditions contained herein, the parties hereto agree as follows:

ARTICLE I DEFINITIONS

In this Agreement the following words and expressions shall have the meanings herein set forth unless inconsistent with the subject matter or context:

- 1.1 "Effective Date"** of this agreement means the _____ (Date);
- 1.2 "Emergency"** means an event that requires prompt co-ordination of action or special regulation of persons or property to protect the safety, health or welfare of people or to limit damage to property or the environment resulting in activation of the Town's Municipal Emergency Plan.
- 1.3 "Health and Safety Inspections"** means periodic inspections of the areas of the agreement by Town representatives to ensure that the Facility is safe for both patrons and Town staff as per the Town's Health and Safety Program.

- 1.4 **"Recreational Facility"** means “any facility that is owned by the Town that is being used for recreational purposes by user groups, external committees or organizations”.
- 1.5 **"Facility Emergency"** means an emergency within the areas specified such as but not limited to fire or other natural disaster.
- 1.6 **"HAS Users"** means individuals or groups using the specified areas and may include HAS members or other users.
- 1.7 **"Hanley Resident"** means an individual that resides in the Town of Hanley.
- 1.8 **"Utilities"** means each and every utility including without restricting the foregoing, gas, water, sewer, and power.
- 1.9 **"Work Plan"** means a document submitted to the Town annually that outlines planned projects including scope of work, resources required, and projected timelines.
- 1.10 **“Specified Area(s)”** means the areas that are included as part of this agreement and defined in the preamble.

ARTICLE II TOWN'S RESPONSIBILITIES

2.1 Insurance

The Town will insure and keep insured against all losses during the term hereof the Facility and the Town's equipment or other Town owned contents located therein to the extent as would a prudent owner.

2.2 Facility Maintenance, Repairs and Janitorial Services

The HAS shall be responsible for all maintenance items, repairs, & clean-up pertaining to the Specified Areas of the agreement upon event completion based on the clean-up requirements specified by Area below.

2.3 Utilities

The Town shall pay for all utilities for the entire Facility.

2.4 Use of the Specified Areas

The Town agrees that the HAS may, during the Term, have full access and use the Specified Areas for HAS activities. These areas must be kept clean and organized for the safety of staff and HAS employees, volunteers, and the general public.

2.5 HAS Signage

The Town will allow the HAS to post/hang full time any and all related banners, signage and/or promotional materials in any and all areas of the Specified Areas or in other areas of the Town with the approval of the Chief Administrative Officer or designate. Any signage that is obsolete or in poor condition is to be removed.

ARTICLE III HAS RESPONSIBILITIES

3.1 Insurance and License Requirements

The parties hereto agree that the HAS shall maintain all required licenses, insurances and inspections relative to their operations. This includes insurance on both equipment and liability (where applicable), Worker's Compensation coverage, liquor licenses as required and any other provincial or federal required licenses or permits. HAS shall obtain Special Events Insurance for any activity that is not in the normal operation of their responsibility. For each event, each adult participant must sign a waiver (provided by the Town's insurance provider) absolving the Town of responsibility for any injury related to their participation in the event

HAS will provide an insurance certificate to the Town, with the Town listed as additional insured prior to the start of each season/event.

The HAS shall provide proof of the above licenses, inspections and processes to the Town when requested. (Annual liquor permit, if required)

3.2 HAS Operations

The HAS is responsible for the payment of all its operation costs or expenses other than those which the Town has expressly agreed to pay pursuant to the terms of this Agreement.

Without restricting the generality of the fore-going, the HAS is responsible for the purchase of its own supplies and equipment including maintenance and repair of HAS owned equipment and supplies.

The HAS is responsible for the training and supervision of HAS volunteers and all related expenses including insurance.

The Town recommends that the HAS maintain Criminal Record Checks including a vulnerable sector search for all staff.

Clean-Up of Facilities

The HAS is responsible for ensuring that the Specified Areas are clean and tidy. By area, this includes:

- a. Fairgrounds (which also include) port-a-potty(s), washrooms, and animal ring
 - i. All User Groups are responsible for cleanup of the fairgrounds on or before the next business day following the event.

The HAS is responsible to provide a Work Plan prior to the start of each season if any improvements or alterations to the Specified Areas are planned to be undertaken.

Recreational Facility Use Rules

The following rules are applicable for use of the recreational facilities where and when

applicable:

1. Vehicle Management

- a. Special event's large and/or heavy vehicles are to follow the town's truck route and be kept off Lincoln Avenue;
 - i. Traffic barriers may be utilized.
- b. No vehicles are allowed to park or drive on the three (3) ball fields;
- c. Special events must have attendants at the fair grounds to direct parking, exiting and entering the fairgrounds;
- d. Special events must have adequate designated parking for handicap and seniors.
 - i. Large signs are required.

2. Horse and Other Livestock Management

- a. No horses and other livestock are allowed on the three (3) ball fields.
- b. Safety Requirements
 - i. Separation of public on foot, spectator vehicles and animals:
 - 1. Animal traffic must be controlled with the use of barriers, fencing, and designated areas for staging and warmup/cool down as well as safe avenues for exiting and entering the ring;
 - 2. Keep animals away from food concessions;
 - 3. Keep animals away from public walking areas.
- c. Cleanliness Requirements
 - i. Animal bedding and droppings are to be cleaned up continuously by the participants and disposed of in an appropriate waste bin or receptacle.
 - ii. Participants are to remove all related material upon their departure from the event and either take it with them, or dispose of in an appropriate waste bin or receptacle.

3. Dust Control for Special Events

- a. The committee of the special event will be responsible for dust control within the fairgrounds up to the entrance of the fairgrounds, if required by the said committee.

Non-Compliance

In the situation where the Town has to intervene on any of the above clean-up, paragraphs B.1 through B.4 inclusive, the organizing committee will be billed a labor rate at 2x the hourly rate of the Hanley Town foreman per man-hour for each town laborer involved in this intervention plus equipment expenses (matching the labor rate as hourly rental) and may include any contracted clean-up third party services at cost plus an additional 10% admin fee on these services (before taxes).

3.3 Financial and Statistical Reporting

The HAS shall provide the following to the Town on an annual ongoing basis:

- HAS Financial Statements as soon as completed and available
- Mission or Purpose Statement, reviewed on an annual basis to ensure that this reflects the current mandate of the committee/organization
- Annual General Meeting (AGM) Documents, this meeting must occur within three (3) months after the end of your committee/organization operating year and must be adequately advertised at least 2 weeks prior to AGM date with location and time of the meeting
- Annual executive member list, a list of its executive members and their contact information (cell and email)
- HAS Budget by April, 31.

ARTICLE IV KEY CONTROL

4.1 Key Holders

Keys will be provided based on approval by the Chief Administrative Officer or designate.

Keys will be signed out prior to the event/rental and all keys must be returned (signed back in) the next business day following the event. Exceptions must be approved by the Chief Administrative Officer or designate.

4.2. Loss of Keys

In the event that the HAS loses Facility keys, the cost of re-keying plus a 25% minimum administration fee will be charged back to the HAS.

4.3 Security

In the event that the Specified Areas is not adequately secured by the HAS, any resulting damages will be the responsibility of the HAS. Key Holders are the only individuals authorized to control or use the key provided. Keys may not be assigned to others by the Key Holder.

ARTICLE V GENERAL TERMS

5.1 HAS Events and/or Programs

The HAS agrees that during the term hereof it will operate its events as a self-contained organization on the premises and will not suffer or permit its agents, employees, licenses, tenants, visitors, or others using the premises to enter upon events held in other portions of the Facility unless previously agreed to.

5.2 Health and Safety Inspections

The Town reserves the right to conduct periodic Health and Safety Inspections of the Specified Areas as part of the Town's Health and Safety Program.

Any safety concerns identified during the Health and Safety Program inspections will be provided to HAS in writing by the Town and must be addressed within the identified

timeframe unless otherwise agreed to by the Town.

5.3 Capital Projects & Contractors

New capital projects/improvements on Town property must be communicated to the Town Council for approval and to establish the degree of oversight or coordination needed.

The HAS shall notify the Town of any contractors hired by HAS to perform work in the Specified Areas. The following information must be provided to the Town at least one week prior to the start of work unless otherwise approved by the CAO:

- 5.2.1 Description of work to take place
- 5.2.2 Date(s) and approximate time that work will take place
- 5.2.3 Contractor insurance certificate with the Town listed as an additional insured (min. \$2,000,000 liability)
- 5.2.4 Proof of WCB coverage (WCB number or WCB #)
- 5.2.5 All contractors must hold a Town business license.

The Town shall notify the HAS of any contractors hired by The Town to perform work in the Specified Areas if during the term of the agreement. The following information must be provided to the HAS at least one week prior to the start of work unless otherwise approved by the Town Manager:

- 5.2.6 Description of work to take place
- 5.2.7 Date(s) and approximate time that work will take place

5.4 Term of Agreement

Subject to Paragraph 5.6 (Termination) hereof, this Agreement shall remain in full force and effect for a period of one (1) season from the Effective Date hereof (hereinafter referred to as the "Term").

5.5 Renewal/Amendments

This Agreement may be altered or amended in any of its provisions or renewed with 90 (ninety) days' written notice and any such changes must be agreed by both parties hereto.

5.6 Termination

This Agreement may be terminated by either party by providing written notice to the other party of the termination, to become effective thirty (30) days following the receipt of such written notice by the other party.

5.7 Waiver

No consent or waiver by either party of any breach by the other party shall be construed to be a continuing consent or waiver to further such breaches.

5.8 Relationship of Parties

Nothing contained herein shall be construed to create the relationship where one party to this Agreement becomes the agent, partner, joint venture or other legal representative of the other party and each party acknowledges, confirms and agrees that it has no authority to assume or create any obligations whatsoever, express or implied, in the name of the other party. Each party further acknowledges, confirms and agrees that each party is solely responsible for its own affairs and undertakings including, but not limited to, contracts and employment relationships that each may respectively have with third parties from time to time.

5.9 Further Assurances

The parties hereby covenant and agree to do such things and execute such further documents, agreements and assurances as may be necessary or advisable from time to time in order to carry out the terms and conditions of this Agreement in accordance with their true intent.

5.10 Notices

Whether or not so stipulated herein, all notices, communication, requests and statements (hereinafter referred to as the "Notice") required or permitted hereunder shall be in writing. Notice shall be served by one of the following means:

1. Personally, by delivering it to the party on whom it is to be served at the address set out herein, provided such delivery shall be during normal business hours. Personally delivered Notice shall be deemed received when actually delivered as aforesaid; or
2. By email or by any other like method by which a written or recorded message may be sent, directed to the party on whom it is to be served at that address set out herein. Notice so served shall be deemed received on the earlier of:
 - a. upon transmission with answer back confirmation if received within the normal working hours of the business day; or
 - b. at the commencement of the next ensuing business day following transmission.
3. Notices shall be provided to:

- a) the Town:

107 Lincoln Ave.
PO Box 270
Hanley, SK S0G 2E0

Attention: Town Administrator
Phone: (306) 544-2223
Fax: (306) 544-2261
Email: email@email.ca

- b) the HAS:

Mailing Address
Attention: Representative Phone: (###) ###-####
Email: email@email.com

or to such other address as each party may from time to time direct in writing.

5.11 Headings

The headings in this Agreement have been inserted for reference and as a matter of convenience only and in no way define, limit or enlarge the scope or meaning of this Agreement or any provision hereof.

5.12 Assignment

This Agreement shall not be assignable by either party to any other person, firm or corporation without the prior written consent of the other party.

5.13 Survival

The parties acknowledge and agree that the provisions of this Agreement which, by their context, are meant to survive the termination or expiry of the Term and shall not be merged therein or therewith. Without restricting the generality of the foregoing in any way, the parties expressly agree that the provisions in Article II and clause 3.1 shall survive the termination or expiry of this Agreement.

5.14 Right of Entry

The Town and its authorized agents shall have the right at all reasonable times and in the event of a perceived emergency at all times to enter upon the Specified Areas to inspect and effect any required repairs, safety inspections or work to be carried out.

5.15 Emergencies

In the event of an Emergency, the Town may notify the HAS of the need to suspend use of the Specified Areas to allow use of this area to enact the Town's Emergency Management plans.

HAS must provide the Town with contact information for HAS representatives for Emergency or Facility Emergency notification purposes on an annual basis.

ARTICLE VI HOLD HARMLESS AGREEMENT

6.1 Indemnification Clause

The HAS agrees to indemnify and save harmless the Town from and against all liabilities, damages, costs, claims, suits, actions, or causes of action by any person arising from the acts or omissions of HAS employees, volunteers, servants, agents, contractors, invitees, directors or any person for whom the HAS is responsible for by law. The Town shall not be held responsible for any loss or damage to property belonging to the Town, except as arises due to the fault or negligence of the Town.

IN WITNESS WHEREOF the parties have set their seals and hands of their proper officers in that behalf on the day and year first above written.

TOWN OF HANLEY REPRESENTATIVE SIGNATURE:

Per: _____(Representative – Town Admin)

Per: _____(Representative – Mayor or Deputy Mayor)

HANLEY AG SOCIETY REPRESENTATIVES' SIGNATURES:

Per: _____ Print Name: _____ (HAS Representative)

Per: _____ Print Name: _____ (HAS Representative)

SIGNATURE EFFECTIVE DATE: _____

SCHEDULE A SPECIFIED AREA(S)

