

**AGREEMENT BETWEEN**  
**AMHERST JR "A" HOCKEY CLUB 1997 (*herein after called the Ramblers*)**  
**THE TOWN OF AMHERST (*herein after called the Town*)**

**PREAMBLE**

Whereas the Town is the owner of and operates the Amherst Stadium (The Town);

And Whereas the Amherst Jr "A" Hockey Club 1997 owns and operates a hockey club that will participate in the Maritime Hockey League which club will be known as the Amherst Ramblers (The Ramblers);

And Whereas the Ramblers are desirous of renting ice time as well as related facilities from the Town in order to promote the Ramblers as a tier two Junior "A" Hockey Team and participate in the MHL;

And Whereas the Town is prepared to rent to the Ramblers the facilities necessary for the Ramblers to operate the Hockey Club subject to the terms and conditions here in after set out.

The parties hereto acknowledge the forgoing recitals, and including the Operating Principles as set out in Appendix A, as being true and accurate and agree to incorporate same as terms of this agreement in effect from ~~August 1, 2021 to July 31, 2024~~ August 1, 2024 to July 31, 2027

**1. Pre-Season:**

- a. Ice will be available 14 days prior to the start of MHL regular season.
- b. **Hourly Pre-Season practice rental for ~~2021-2024~~ 2024-2027 will be:**  
As per user fee policy.

**c) Preseason games fees:**

~~2021-2022: \$463.05 plus HST.~~  
~~2022-2023: \$486.20 plus HST.~~  
~~2023-2024: \$510.51 plus HST.~~  
2024-2025: \$525.83 plus HST  
2025-2026: \$541.60 plus HST  
2026-2027: \$557.85 plus HST

**2. Regular Season games fees:**

~~2021-2022: \$21,676.20 plus HST (based on 26 home games)~~  
~~2022-2023: \$22,760.01 plus HST (based on 26 home games)~~  
~~2023-2024: \$23,898.01 plus HST (based on 26 home games)~~  
2024-2025: \$24,614.95 plus HST (based on 26 home games)  
2025-2026: \$25,353.40 plus HST (based on 26 home games)  
2026-2027: \$26,114.00 plus HST (based on 26 home games)

3. **Playoff game fees:**

2021-2022: \$868.21 plus HST.  
2022-2023: \$911.62 plus HST.  
2023-2024: \$957.20 plus HST.  
2024-2025: \$985.92 plus HST.  
2025-2026: \$1,015.49 plus HST.  
2026-2027: \$1,045.96 plus HST.

4. **Payment:** The Amherst Jr. Ramblers will be billed on the last day of each month starting in August and ending the month the season is complete.
5. **Games Schedule:** Games to start at 7:00pm, 7:30pm or 8:00pm. Special consideration will be given to games that are scheduled on statutory holidays. These games will be scheduled for 2:00pm. The Town is open to special game time requests from the Ramblers providing 30 days' notice is provided prior to the scheduled game. Regular season dates must be approved by the Facility Manager prior to submitting to the MHL.
6. **Practice Times:** Practices are scheduled for one and a half hours (1.5 hours) on Tuesdays and Thursdays ~~nights~~ or such ~~nights~~ **days** that are agreeable to both the team and the Town of Amherst. The practice charge is included with flat game fees. To be consistent with the Town of Amherst Ice Allocation Policy, **a charge at the regular prime time rental rate + HST applicable at the time of the cancellation will be levied if this practice is not canceled within 48 hours.** This notice period is required to allow the Town ample time to try to rent the ice to a 3<sup>rd</sup> party. If agreed on by the Facility Manager and the Amherst Jr. Ramblers practice times may vary.
7. **Selling of Stadium Advertising:** As per Stadium Sign Rental Policy # 72300-08. See attached Policy. The ice logo sales list must be provided no later than ~~July 30~~ **June 15** for each year of this contract. All other advertising inventory available to the team up to ~~September 30~~ **September 15** for each year of this contract.
8. **Stadium Event Sign:** Information related to the Stadium Event Sign changes will be required at least 48 hours prior to game day. The Ramblers will provide a schedule of games and wording for the sign as required.
9. **Insurance:** The Ramblers agrees to carry, during the times of use, general liability insurance covering bodily injury and property damage with limits of at least \$1,000,000.00 per occurrence, and to be responsible for any and all expenses, costs and liabilities in connection with any claim which may be made against the Stadium by reason of the activities contemplated by this Agreement or persons coming on the premises of the Stadium as a result of the activities. Proof of General Liability insurance to be provided to the Town of Amherst before the start of training camp.
10. **Security:** Security arrangements shall be made by the Town with a bonded security company for all Amherst Rambler home games. 100% of the full cost will be the responsibility of the Ramblers and will be billed and due on a month-to-month basis. Prior to the start of the season, and again prior to the start of the play-offs during the term of this contract, the Town and the Ramblers will meet to determine security standards and numbers based on Service Nova Scotia Alcohol & Gaming Division.

11. **Bar:** Provided the sale of alcohol is permitted at the Stadium, the heated meeting room on the second floor overlooking the ice surface and the bar area space at the back end of the facility is available to the Ramblers for regular season games and playoffs under the existing Town of Amherst Liquor License. In addition, this license includes a designated area of seating on the west end of the Stadium. For the balance of this agreement, the Ramblers will be responsible for complete operation of the bar during home games. Servers will be appropriately attired and with name tags. The Ramblers will have the right of first refusal to provide bar services in this second-floor room, on behalf of the Town for any other event or activity being held from time to time that may require bar services. The Ramblers will participate in the Bar Suspension Program facilitated through the Amherst Town Police. The Town will not be responsible for any items left in this room by the Ramblers or patrons. Should alcohol sales not be permitted the team shall be advised prior to August 1<sup>st</sup> of each year the agreement is in place.
12. **Dressing Room:** The use of the dressing room will be included in the flat fee. The Ramblers will be responsible for any and all damage to the dressing room. The Town reserves the right providing adequate written notice is provided (14 days) to use the dressing room for the purpose of Provincial, Regional and/or National events should they occur.
13. **Sponsorship:** The Town will be considered a gold sponsor, with acknowledgment in the program and advertising. The Town will be provided with 5 free season passes, issued as game tickets
14. **Zamboni, boiler and plant rooms** are off limits to all unauthorized persons. This is a significant safety concern and breach of this clause will result in the immediate suspension from the Stadium of the offender for the balance of the Stadium season.
15. **Program of Events:** The Ramblers will provide the Facility Manager with a program of events and requirements 48 hours prior to the game. (i.e.: Saturday games, requirements by Thursday at 12:00 Noon; Friday Games, requirements by Wednesday at 10:00am). The Ramblers will provide one point of contact for game day. All issues/requests will go through/come from this point of contact.
16. **Chewing Tobacco:** There will be no chewing of tobacco allowed in the Stadium. This is in keeping with current MHL regulations.
17. **Cancellation of scheduled games due to COVID-19:** Should the COVID-19 pandemic cause the cancellation of scheduled games and / or practices, the Club will only be required to pay for the games / practices that were held prior to the cancellation.
18. **Closure of the Amherst Stadium due to COVID-19:** The Town reserves the right to close the Amherst Stadium due to the COVID-19 pandemic and will not be held responsible for any losses incurred by the Club regardless of any decision of the MHL to continue with league play or playoffs.

This agreement is contingent on the fact that all regular season and playoff home games are to be played at the Amherst Stadium.

19. The parties agree that if the Town of Amherst constructs a new Community Centre this agreement will terminate upon the opening of the new facility, and a new agreement will be negotiated.

Signed at Amherst, Nova Scotia this \_\_\_\_\_ of \_\_\_\_\_, ~~2021~~ 2024.

Signed: \_\_\_\_\_  
*Amherst Junior "A" Hockey Club 1997 Witness*  
*Ron Lake, President*

Signed: \_\_\_\_\_  
*Amherst Junior "A" Hockey Club 1997 Witness*  
*Treasurer*

Signed: \_\_\_\_\_  
*Jason MacDonald, CAO, Town of Amherst Witness*

Signed: \_\_\_\_\_  
*David Kogon, Mayor, Town of Amherst Witness*

## APPENDIX A

The Town of Amherst recognizes the importance of the sustainability of the Amherst Jr. A Ramblers and the Maritime Hockey League in Amherst, as well as the value and benefit of the relationship between the Hockey Club, and the Amherst Stadium to the community and region.

Paramount to the success of any relationship is effective, timely and accurate communications. It is the intent and expectation through a relationship of collaboration and respect, that the Town and the Ramblers shall demonstrate leadership and display positive exemplary behavior through working together to create, develop, enrich and support a positive image for all.

For the term of the agreement, the principal contact for the Town of Amherst will be the CAO, or official designate and for the Amherst Jr. A Hockey Club, the Club President, or official designate. For day-to-day operations the principal contact for the Town will be the Facility Manager, and for the Club, the General Manager. All communications relating to day-to-day operations between parties should flow between these spokespersons.

During the length of this agreement, at least three times per season both parties shall schedule a meeting to review operations, issues and opportunities. Participants shall include the Town of Amherst Department Director, Facility Manager and the Chief Administrative Officer or designate. The hockey Club representation shall be the President, General Manager and one additional invitee of the Club. Official minutes of these meetings are to be kept and circulated to both parties. Meetings shall be called and held:

1. Prior to August 15<sup>th</sup> of each season;
2. Prior to January 15<sup>th</sup> of each season; and
3. Prior to the start of the MHL Playoffs of each season.

While signage and advertising are the exclusive right of the Town, the Town recognizes that the selling of stadium advertising is a revenue opportunity for the Club. The spirit of this agreement allows for the Club (Article 9) to sell existing inventory sold by the Club during the previous season, as well as any new inventory that is requested by the Club and approved by the Town. Based on the Stadium Sign Rental Policy #72300-08, inventories available to the Club expire each year of this agreement as follows:

1. Ice Logos – ~~July 30~~ June 15; and
2. All other inventory – ~~September 30~~ September 15

The Town acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To maintain and keep in good repair the Amherst Stadium, including common elements and the facilities as rented by the Hockey Club;
2. To perform any required repairs reasonably and expeditiously so as to minimize interference with the activities of the Hockey Club;
3. To maintain and keep in good repair exterior facilities, including snow removal;
4. To keep in place property and liability insurance as would a reasonable and prudent facility owner; and
5. To provide adequate security services to ensure a safe and respectful environment.

The Hockey Club acknowledges, covenants and agrees that it has the following obligations under the spirit of this agreement:

1. To pay the facility rental and fees as set out in this agreement;

2. To be responsible for the day-to-day operations of the Club dressing room, including cleanliness, renovations, signage, telephone or other communications services required by the Club subject to the approval of the Town;
3. To be responsible for the safety and wellbeing of its participants, users, invitees and guests;
4. To provide insurance as set out in this agreement;
5. To abide by and comply with all facility rules and regulations from time to time in place including any by-laws of the Town or the regulations or any other authority having jurisdiction; and
6. Not to permit any notice, painting, design or advertisement without the consent of the Town.

The Town and the Club agree to attempt to resolve any differences, disagreements or disputes under this agreement in good faith and on an expeditious basis. The parties agree to provide candid and timely disclosure of all relevant facts and information. All reasonable requests for relevant documentation relating to the differences, disagreements or disputes made by either party will be honored.

Should, after effort by both parties a disagreement claims or dispute not be resolved, a special meeting will be held involving the Town CAO, Director of Operations and the Facility Manager, and the Ramblers President, General Manager and Board Member designated by the President.

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**DEPARTMENT:** COMMUNITY & ECONOMIC DEVELOPMENT

**TITLE:** **SIGN RENTAL POLICY**

Minutes reference date: 24 November 2003  
Revised: 18 April 2008 27 October 2014

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**PURPOSE**

To provide an opportunity for the Stadium, non-profit groups and organizations to raise monies by selling advertising in the Amherst Stadium.

**POLICY**

Cumberland County Minor Hockey Association, Amherst Skating Club, Amherst Jr. "A" Ramblers Hockey Team and any other using organizations will be allowed to sell advertising in the Amherst Stadium.

**Dasher Boards (3 x 8 foot sign)**

50% of the yearly rental shall be paid to the selling organization. The selling organization or advertiser must purchase sign kit material, at cost, from the Stadium to ensure that materials meet standards and safety requirements. Art work will be the responsibility of the advertiser.

**Ice Surface Advertising**

50% of the yearly rental shall be paid to the selling organization. The selling organization or advertiser must have signage prepared prior to September 1<sup>st</sup>. This will allow for planning and installation of said advertising while the ice is placed in the Stadium. Signage to be made from either onion paper or stencils, to allow for proper paint and design. Signs will be placed by Stadium staff.

**Zamboni**

50% of the yearly rental shall be paid to the selling organization. Only decals or magnetic signs are to be used. Cost of signage will be the responsibility of the advertiser and should be capable of withstanding 200° F water and cold rain, as the machine may be exposed to varying weather conditions when going outside the building or when being washed off with very hot water.

Drilling of holes in the Zamboni to attach signage will not be permitted.

**Other signs**

50% of the yearly rental shall be paid to the selling organizations for all other signs.

**Exclusions**

Scoreboard signage and all backlit signage will be excluded from this policy and these signs will be marketed directly by the Town of Amherst.

**Terms and Conditions**

- Any authorized agent who engages in the selling of advertising space within the Amherst Stadium must contact the Department of Recreation to ensure space availability prior to confirmation of the rental agreement with the client.
- Once availability is confirmed with staff, the authorized agent will advise the Department, in writing, of the sales commitment and confirm installation dates and billing contact information.
- Department of Recreation staff will arrange issuance an invoice directly to the customer and collect payments.
- At the conclusion of the each season, accounts will be reconciled and commissions will be credited to each organization for new sales and renewals of existing commissioned accounts.
- All art work will be the responsibility of the advertiser.
- All signs will be installed by Town of Amherst staff.
- The Town of Amherst staff reserve the right to refuse or remove any advertising that it deems unfit and portrays a negative image of the Town of Amherst, residents or business. Removal will be at the cost of the advertiser or selling organization.
- Rates for signage will be set annually under user fee policy number 03470.