

RECREATION Policy No. 28-2017

RES: 25:186

TOWN OF VAUXHALL ARENA ADVERTISING

Purpose:

To establish and regulate advertising in the Vauxhall Arena.

Policy Statement:

- 1. All interested businesses and organizations shall have an equal opportunity to advertise in the Vauxhall Arena, on a first-come, first-serve basis.
- 2. The Arena Manager / Canadian Arena Services while under contract shall be responsible for seeking parties interested in advertising at the facility and receive a commission of 30%.
- 3. The Town shall retain 70% of advertising sales for Arena Improvements.
- 4. All advertising must be designed in a method not to offend or negatively affect all arena users.
- 5. All signage must be professionally made and all costs associated with design, painting, set-up fees and installation are the responsibility of the Advertiser.
- 6. The Arena Manager will manage routine signage maintenance and installation unless previously arranged between the Advertiser and Town.
- 7. The Town will not be responsible for damaged or stolen signage.
- **8.** Advertising fees are due and payable on an annual basis upon installation. The Town will directly invoice the advertiser.
- 9. A signed Advertising Agreement must be in place prior to placement of the signage in the Arena. Fees are identified in **Schedule "A".** Advertising Agreement is identified as **Schedule "B"** of this policy unless another agreement is negotiated and mutually agreed upon.



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TOWN OF VAUXHALL ARENA ADVERTISING

Schedule "A"

Advertising Fees

Banner 3' x 6' \$250.00 per banner

first 2 years

\$150.00 per banner thereafter

Ice Logo

Neutral Zone \$1,200.00 per ice season

Defensive Zone \$750.00 per ice season

Puck Board - Single Panel Only

Neutral Zone \$750.00 per panel per season

Defensive Zone \$500.00 per panel per season

Goal Line to Goal Line \$350.00 per panel per season

Bottom of Glass Banner \$500.00 per defensive zone

NOTE: Centre Ice Logos will be negotiated as per Schedule "B" signed contract

Schedule "B"

AGREEMENT MA	ADE THISDAY OF	
BETWEEN		
	THE TOWN OF VAU	XHALL
	P.O. BOX 509	
	VAUXHALL, ALBERT	\mathbf{A}
	T0K 2K0	
		OF THE FIRST PART
	- And –	

OF THE SECOND PART

NOW THEREFORE, the parties hereto agree as follows:

1. The Town hereby leases to the Advertiser advertising space for the term of _____, and in the location as determined by the Town of Vauxhall and **Schedule** "A" attached hereto, and according to terms and conditions outlined herein.

(hereinafter referred to as the "Advertiser")

- 2. The Advertiser agrees to pay rental as outlined in Schedule "A", according to the terms and conditions outlined herein; to the Town of Vauxhall at P.O. Box 509, Vauxhall, Alberta. T0K 2K0
- 3. The manufacturer of the advertisement(s) shall be professionally made and all costs associated with design and set-up for a single sided advertisement will be the sole responsibility of the Advertiser.
- **4.** Town of Vauxhall will be responsible for installation unless previously arranged between the Advertiser and the Town of Vauxhall.
- 5. The Advertiser agrees the maintenance and upkeep of the signage shall be the Advertisers responsibility and in the event the signage shows signs of wear, the Advertiser will immediately complete any necessary repairs or upgrades.
- 6. The Advertiser agrees that they will permit the Town of Vauxhall to approve the contents of the advertisement and to reject any advertisement that is or becomes, in the absolute discretion of the Town, not suitable for display in the Ice Arena.
- 7. The Town reserves the right to cancel this Agreement at any time, without notice or penalty or further liability to the Advertiser and agrees to refund to the Advertiser any

monies received from the Advertiser for the period of time affected by any said cancellation for which consideration the Advertiser agrees to waive all claims against the Town for any cause which may arise as a result of the said cancellation.

- 8. The Advertiser acknowledges that this Agreement does not give them any right to enter the Ice Arena for the purpose of viewing, altering or removing its advertisement(s) at any other time except during regular Arena operating hours.
- 9. The Advertiser accepts total responsibility for the accuracy of any claims made in its advertisement(s) and further to indemnify and save harmless the Town of Vauxhall and its elected officials and employees from any claims, costs and liabilities against the Town which may arise as a result of any advertisement(s) displayed by the Advertiser.
- 10. In the event of a breach by the Advertiser of any term or covenant herein contained, any unpaid rental of advertising space and the Town's costs in removing the advertisement(s) shall forthwith become due and payable and the Advertiser shall forthwith pay same.
- 11. The Agreement shall be governed by and interpreted under the Laws of the Province of Alberta.

Agreement shall ensure the benefit of and be binding upon the parties hereto and their respective successors and assigns.

Address of advertiser:	
IN WITNESS WHEREOF the Advertise authorized officers of the Town have here	er has hereunto set their hand and seal, and the eunto set their signatures.
SIGNED AND DELIVERED in the presence of:	TOWN OF VAUXHALL
	Per:
WITNESS	Chief Administrative Officer
	Per:
WITNESS	Advertiser