

SAMPLE TEMPLATE – Contract for Rink Employee

THIS AGREEMENT MADE THIS _____ DAY OF _____ of _____.
(day) (month) (year)

BETWEEN:

_____ COMMUNITY LEAGUE
(Hereinafter referred to as the "League")
OF THE FIRST PART

And

_____ of _____ Edmonton AB
(name) (address)
(Hereinafter referred to as the "Contractor")
OF THE SECOND PART

1. WHEREAS the League is the owner of the building, ice rinks and other improvements located at _____ (address) within the City of Edmonton, Alberta;
2. AND WHEREAS the League wishes to retain the paid services of a Contractor to operate the League's public skating program;
3. AND WHEREAS the Contractor wishes to provide services necessary to operate the League's public skating program for remuneration;
4. NOW THEREFORE THIS AGREEMENT WITNESSED that the parties hereto hereby agree as follows:
 - A. Except when prohibited by adverse weather conditions, the building, rinks and grounds shall be available for public use between 5:00 p.m. and 9:00 p.m. Tuesday – Friday (Monday off) and between 2:00 p.m. and 9:00 p.m. Saturdays and Sundays. Adverse weather conditions (storms, temperatures above +5 °C or a combined temperature and wind chill factor below -20°C) will entitle the Contractor to close the building and rinks for public use during scheduled hours of operation. In the event that weather conditions prevent the opening of the building and rinks during regularly scheduled hours of operation, the Contractor shall monitor the local weather and re-open the building and rinks for public use if weather conditions improve to acceptable standards. The building, rinks and grounds are to be closed on Christmas Eve, Christmas Day, New Year's Eve and New Year's Day unless otherwise directed by the Facilities Director.
 - B. The Contractor shall operate an on-site concession during operating hours. The concession shall contain food items supplied by the Contractor appropriate to the facilities provided. All profit generated by the Contractor through the concession will be the property of the Contractor. All goods sold through the concession are to be approved before they are offered for sale. All goods are to be non-perishable and packaged by the manufacturer (i.e. chocolate bars, candy, pop).
 - C. The Contractor shall maintain the skating and hockey ice rinks in good condition. This includes the regular and complete removal of snow from the rink and runway between the rinks and the building. The Contractor shall also regularly remove all snow from the walks between the building and the league parking lot.
 - D. The Contractor shall ensure all persons under the age of 18 wear proper head protection when using the skating rink.
 - E. The Contractor shall ensure all persons using the rinks are current league members and are displaying proper skate tags. The Contractor shall have league memberships available for sale.

Memberships are to be sold on a cash only basis and all membership records are to be maintained and forwarded with monies collected. All monies collected through the sale of memberships are to be remitted to the membership director weekly, or as is mutually suitable to both parties. All monies collected through daily skating fees shall be remitted to the treasurer once per week, or as is mutually suitable to both parties.

- F. The Contractor shall supervise public areas on league property (i.e., within the building and rinks and on the grounds) during operating hours to ensure proper conduct of all persons on the property. This shall include the prevention and/or prohibition of swearing, fighting, theft, vandalism, possession and/or use of alcohol or illegal drugs and any other behaviour deemed objectionable by the league. The Contractor shall ask first time offenders to leave league property and not return for a period of one day. Second time offenders shall be asked to leave league property and not return for a period of one week. Repeat offenders shall be asked to leave and not return until further notice. The names of repeat offenders shall be made known to the facilities director who will determine further action.
- G. The Contractor shall maintain the building and grounds for cleanliness. The Contractor may undertake minor repairs to league equipment and the building and grounds and shall report any required repairs to the facilities director.
- H. The Contractor shall be responsible for any damage or abuse to league property as a direct result of his/her actions or negligence in the execution of the duties. This does not include the normal "wear and tear" to league property that occurs over the course of the skating season. The cost attributable to the repair or replacement of league property as a result of the Contractor's actions or negligence shall be deducted from the payment(s) due to the Contractor.
- I. Other than the operation of the concession, league property shall not be used for private use, gain or profit without prior permission of the facilities director.
- J. No tools and equipment owned by the league shall be removed from the league's property without prior permission of the facilities director. When not in use, all tools and equipment shall be stored in the areas provided.
- K. No alcoholic beverages or illegal drugs shall be allowed in the league building or on league grounds.
- L. The league is not responsible for any losses sustained by the Contractor or the concession area due to accident, theft, vandalism or any other reason.
- M. Upon termination of this contract, the Contractor shall return to the facilities director all keys, equipment, tools and any other items that are the property of the _____ Community League. The replacement cost of any items not returned to the league will be deducted from the final payment due to the Contractor.
- N. The Contractor shall provide all labour and supervision required to execute this agreement in a timely and efficient manner. No designate of the Contractor shall be younger than 18 years old.
- O. The Contractor or his/her designate shall not perform required duties while under the influence of alcohol or illegal drugs.
- P. In the event that matters arise pertaining to the operation of the league's public skating program that are not specified in this agreement, the Contractor shall follow the instructions of the facilities director.
- Q. The league shall pay to the Contractor as full compensation for the performance and fulfillment of this agreement the sum of \$___ per/hour for the period of regular skating hours to a maximum of

30 hours per week. Other duties performed after public skating hours (flooding, scraping, minor repairs, etc.) are to be documented on a time sheet and clearly labeled as extra time over the 30 hours. Time sheets are to be delivered at the end of each week to the facilities director. Payment will be for ice making, snow removal, operation of the concession and supervision of League property during the hours of operation. The league shall make no payment for unauthorized work without prior written approval of the facilities director.

- R. The Contractor or his/her designate shall receive payment on the 1st and 15th day of each month, or as is mutually agreed by both parties.
- S. The league reserves the right to terminate this agreement if, in the opinion of the league, the Contractor failed to comply with the terms of the agreement. In the event of premature termination, the league shall pro rate payment to the Contractor based upon the number of days worked in the pay period prior to termination.
- T. At the termination of the contract or at the end of the season, whichever occurs first, the facilities director and the Contractor shall inspect the building, grounds and equipment to mutually note any necessary repairs or replacement of league property.

IN WITNESS WHEREOF the parties hereto have affixed their signatures,
_____ COMMUNITY LEAGUE:

President _____

Treasurer _____

(Signature)

(Signature)

CONTRACTOR

WITNESS

(Print name)

(Print name)

(Signature)

(Signature)

This agreement is intended for reference purposes only. The City of Edmonton does not provide any warranty, either express or implied, oral or written, as to the fitness of this agreement for any purpose or use. It is strongly recommended that legal advice be obtained as to the suitability of this agreement for a particular use.