

Policy No. 32/2009

Policy Title: Arena Advertising

Date Adopted: March 24, 2009

Purpose: To establish and regulate the yearly advertising in the Bentley Arena.

Policy Statement:

1. All interested businesses and organizations shall have equal opportunity to advertise in the Bentley Arena, on a first come, first serve basis.
2. The Town of Bentley must provide prior approval of all advertising in the Arena, including the location of same.
3. All signage must be professionally made and all costs associated with design, painting, set-up fees and installation are the responsibility of the Advertiser.
4. Maintenance and upkeep of the signage shall be the responsibility of the Advertiser and not the responsibility of the Town. In the event the signage shows signs of wear, the Advertiser will be notified and steps must be taken by the Advertiser to complete the necessary repairs and/or upgrades.
5. The Town of Bentley will not be responsible for damaged or stolen signage.
6. Advertising fees are due and payable on an annual basis to retain the right to keep the signage posted. The Town will invoice in July of each year and rentals will be payable on or before August 31 of the year of the invoice.
7. A signed Advertising Agreement must be in place prior to placement of the signage in the Arena. Fees are identified in Schedule "A" and the Advertising Agreement is identified as Schedule "B" of this policy.

Mayor

Chief Administrative Officer

Policy No. 32/2009

Schedule "A"

Advertising Fees

Puck Board

South Side only \$350.00 per year

Walls

Walls	Size: 4 ft. x 4 ft.	\$250.00 per year
	4 ft. x 8 ft.	\$500.00 per year
	2 ft. x 8 ft.	\$250.00 per year

Ice Logo

Centre Ice \$750.00 per ice season

Blue Line to Centre \$500.00 per ice season

Blue Line to Goal Line \$350.00 per ice season

Special Event Advertising shall be:

- free of charge
- temporary and removed after the event
- shall not displace or cover up advertising already in place.

Schedule "B"

AGREEMENT MADE THIS _____ DAY OF _____, 2009.

BETWEEN

**THE TOWN OF BENTLEY
P.O. BOX 179
BENTLEY, ALBERT. T0C 0J0**

OF THE FIRST PART

- *And* -

(hereinafter referred to as the "Advertiser")

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 one year, for the rent of _____ per year and in the location(s) as outlined in Town of Bentley Policy No. 32/2009 and **Schedule "A"** attached hereto, and according to terms and conditions outlined herein.
2. The Advertiser agrees to pay rental in the sum of _____ per year according to the terms and conditions outlined herein; to the Town of Bentley at P.O. Box 179, Bentley, Alberta. T0C 0J0
3. The manufacturer of the advertisement(s) shall be professionally made and all costs associated with design, painting, set-up and installation will be the sole responsibility of the Advertiser, and **not** the responsibility of the Town of Bentley.
4. The Advertiser agrees the maintenance and upkeep of the signage shall be the Advertiser's responsibility and in the event the signage shows signs of wear, the Advertiser will immediately complete any necessary repairs or upgrades.
5. The Advertiser agrees that they will permit the Town of Bentley 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.
6. 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.

7. 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.

8. 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 Bentley 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.

9. 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.

10. The Agreement shall be governed by and interpreted under the Laws of the Province of Alberta.

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

11. Address of advertiser:

IN WITNESS WHEREOF the Advertiser has hereunto set their hand and seal, and the authorized officers of the Town have hereunto set their signatures.

SIGNED AND DELIVERED
in the presence of:

TOWN OF BENTLEY

WITNESS

Per: _____
Chief Administrative Officer

WITNESS

Per: _____
Advertiser

