



# **Permit Application Package**

Under City of Lethbridge Bylaw 5412, any mixed martial arts, wrestling, boxing, kickboxing, karate, and any other contest or bout where opponents strike each other, when deemed applicable, must be sanctioned by the Lethbridge Combative Sports Commission and the Event Promoter must receive a permit prior to the Event in accordance to the law.

Submission of the following application is required to secure a sanctioned Event permit. Section 1 is the required application. Section 2 and 3 of this document includes terms and conditions that the applicant must be aware of and adhere to.

#### **Process:**

- 1. Fill out and submit the Permit Application form.
- 2. Attach the following fees to the application package:
  - a) Permit fee;
  - b) Monetary Bond fee.

Applications for Permits shall be mailed or delivered to the Commission at least FORTY-FIVE (45) calendar days prior to the Event and shall be accompanied by payment of the permit fee and bond fee. Permit fees are SEVEN HUNDRED and FIFTY (\$750) DOLLARS. Bond fees are a minimum TWO THOUSAND (\$2000.) DOLLARS.

Lethbridge Combative Sports Commission c/o Recreation and Culture 3<sup>rd</sup> Floor; City Hall 910 4 Ave. South Lethbridge, AB T1J 0P6 Attn: Community Liaison; Travis.grindle@lethbridge.ca

- 3. Once the application form and fees are received, reviewed and approved, a <u>conditional</u> permit will be granted.
- 4. Proof of insurance must be submitted to the Commission at least **FOURTEEN** (14) calendar days prior to the Event. (see attached insurance requirements).
- 5. A proposed lineup of Combatants must be submitted to the Commission at least **FOURTEEN (14)** calendar days prior to the date of the Event.
- 6. The Commission will review the lineup, check for suspensions and approve the lineup.
- 7. A permit will be approved when the above requirements are met. Once the permit is approved, a permit number will be assigned, and the Promoter will be notified. Should the permit not be approved, the Promoter will be notified as to the reasons for not approving the permit application.

Promoters cannot proceed with any advertising or publishing of an Event until they have received a <u>conditional</u> permit issued by the Commission.



# **Permit Application**

Name of Applicant/Promoter						
Business Name of Applicant/Promoter						
Address		Phone		Email		
Name of Sporting Event			Type of Sporting Event (List all types)			
Date and Time of Event		Loc	Location of Event			
Broadcasting Event (yes/no)	Broa	adcast Type	e	Media Company(s)		
Date, Time and Location of Pre-Fight Medical Examinations						
Date, Time and Location of Weigh ins						
Co-Promoter Co-Promoter						
Address	Phone			Email		
Applicant's Signature			Date of Ap	oplication		

#### 2. INDEMNIFICATION

1. The "Promoter" shall indemnify, defend, pay on behalf of and hold harmless the City, and the Lethbridge Combative Sports Commission against all loss, claims, demands, costs (including solicitor/client costs), damages, actions, suits, or proceedings arising out of or in connection with the activities or performance by the "Promoter", his agents, representatives, employees, subcontractors, performers or fighters. The "Promoter" shall respond to all claims in a professional and respectful manner within THIRTY (30) Days of notification of a claim and shall, within THIRTY (30) Days of such notification, provide a report of the status of the claim to the City. In addition, the "Promoter" shall continue to provide timely ongoing progress reports to the City up to and including final resolution of the claim. The Liability of the "Promoter" shall survive the termination of this agreement.

#### 3. INSURANCE

Without restricting the generalities of clause 2, the "Promoter" shall procure, maintain, keep in force for the duration of the permit and pay for coverage listed in this condition, unless otherwise stipulated, in a form acceptable to the City with Insurer(s) licensed in Alberta.

#### 3.1 Minimum Scope of Coverage

**Commercial General Liability** insurance (occurrence form coverage) as respects liability arising out of activities performed by or on behalf of the "Promoter" including Non-Owned Automobile Liability, Tenants All Risks Legal Liability, Premises and Operations Liability, Products and Completed Operations Liability, Contingent Employer Liability, Contractual Liability.

#### 3.2 Minimum Limits of Insurance

The "Promoter" shall maintain limits no less than:

- a) General Liability: TWO MILLION (\$2,000,000) Dollars combined single limit per occurrence for personal injury (including bodily injury and/or death) sustained by any person or persons and damage to property unless specifically agreed to by the Lethbridge Combative Sports Commission.
- b) All Risk Property Insurance: Covering loss or damage to the Promoters own chattels, machinery or equipment owned, borrowed or leased by the Promoter. The City and Combative Sports Commission is not responsible for loss or damage to the property of others.

#### 3.3 Other Insurance Provisions

The policies are to contain or be endorsed to contain, the following General Liability and Automobile Liability extensions:

- a) The City and the Lethbridge Combative Sports Commission are to be added as Additional Insured as respects liability arising out of activities performed by or on behalf of the "Promoter". The coverage shall contain no special limitations on the scope of protection afforded to the City and the Lethbridge Combative Sports Commission.
- b) The coverage shall include a Breach of Warranty clause and Cross Liability or Severability of Interest wording to the effect that the coverage shall apply to each Insured in the same manner as if separate policies had been issued to each. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City and the Lethbridge Combative Sports Commission.
- c) All of the foregoing insurance coverage shall be primary and shall not require the prorata sharing of any loss by an insurer of the City and the Lethbridge Combative Sports Commission.

The Policy shall require that, in the event of loss or damage, payment shall be made to the City and the Lethbridge Combative Sports Commission and the "Promoter" as their respective interests may appear.

### 3.4 All Coverage

Each insurance policy required by the clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior notice by registered mail has been given to the City.

### 3.5 Verification of Coverage

The "Promoter" shall furnish the City with Certificates of Insurance and original endorsements effecting coverage required by this clause, said documents to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the City before the function commences. Unless specified otherwise, the duration of each policy shall be from the date and time of commencement of the function until the date and time of completion of the function. The City reserves the right to require complete, certified copies of all required insurance policies at any time and to accept or reject the "Promoter's" insurer.

#### 3.6 Representation

The City does not make any representation or warranty with respect to the extent or adequacy of the insurance protection as noted in the foregoing.

#### 3.7 Obligations

The furnishing of this insurance shall not limit any of the obligations or liabilities expressed elsewhere in the contract documents.

#### 3.8 Employee/Volunteer Liability

The "Promoter" shall assume full liability for any acts or omissions of its employee(s), entertainers, fighters and or volunteers in the exercise of their duties and for the actions of anyone over whom the "Promoter" exercises control.

#### 3.9 Contractors and Subcontractors

The "Promoter" shall include all contractors and subcontractors as Additional Insured under its policy or shall furnish separate certificates and endorsements for each contractor and subcontractor. All coverage shall be subject to all the requirements as noted in the foregoing.

#### 3.10 Reporting of Accidents

The "Promoter" shall report all incidents of injury, including death, and property damage occurring during their activities or operations or occupancy, tenancy and/or use of City property to the City as soon as practical after the accident, and submit a copy of all accident reports to the City immediately upon completion. The "Promoter" shall cooperate and assist the City if further investigation of an incident is deemed necessary.

# **Proof of Receipt of Application and Conditional Permit**

Signatures:				
Name of Event:	_			
Date of Event:				
Name of Promoter:				
Promoters (signature):				
City of Lethbridge (delegate's signature):				
Date Signed:				

# **Time Line for Approving Permits:**

The following provides a guideline for Promoters regarding the requirements to be issued an approved permit for their proposed Event:

1.	Permit Applications shall be submitted to the Commission no less than <b>FORTY-FIVE (45)</b> calendar days prior to the date of the Event is to be held.
	Event Date:
2.	Submit an actual copy of the insurance policy to the Commission at least <b>FOURTEEN (14)</b> calendar days prior to the date of the Event.
	Insurance due on:
3.	A proposed line up of Combatants will be submitted to the Commission at least <b>FOURTEEN (14)</b> calendar days prior to the date of the Event.
	Line Up due on:
4.	The broadcast fee will be submitted to the Commission at least <b>SEVEN (7)</b> calendar days prior to the date of the Event unless waived by the Commission.
5.	All medical and blood work documentation required by the Commission will be made available to the Commission at least <b>SEVEN (7)</b> calendar days prior to the date of the Event.
	Medical Information due on:
6.	The timing and location of weigh-ins shall be subject to the approval of the Commission. Normally weigh-ins shall occur no earlier than <b>THIRTY (30)</b> hours prior to the start of the fight card, and no later than <b>TWENTY-FOUR (24)</b> hours prior to the start of the fight card.
	Date, time and place of Weigh ins:
7.	Pre-fight medicals are mandatory and will be conducted at weigh ins by the Commission's Physician.
	Date, time and place of pre-fight medicals:

Permits issued by the Lethbridge Combative Sports Commission are subject to Section 2 and Section 3 of the Rules and Regulations:

### **Section 2: Permits for Regulated Sports**

- 2.1 Permit Applications shall contain the following information:
  - (a) The Promoter's contact information (and sponsor if applicable);
  - (b) Contact information of any co-promotors (if applicable);
  - (c) Time, date and location of the Event;
  - (d) Time, date and location of weigh-ins;
  - (e) Time, date and location of pre-fight medical exams;
  - (f) Any other documentation as may be required by the Commission.
- 2.2 Permit Applications shall be submitted in a form prescribed by the Commission.
- 2.3 Where a Promoter is a body corporation, the Commission may require its principals to personally guarantee that the Promoter will comply with its obligations.
- 2.4 Permit Applications shall be submitted to the Commission no less than FORTY-FIVE (45) calendar days prior to the date the Event is to be held.
- 2.5 A Promoter shall not announce, advertise, offer to sell or sell tickets to a proposed Event until a Conditional Permit has been issued.
- 2.6 The Commission will not issue a Permit for an Event within THIRTEEN (13) calendar days of another approved Event.
- 2.7 At the beginning of the Event, the Promoter shall announce that the Event is being sanctioned by the Lethbridge Combative Sports Commission and shall announce the name of the Commission Chairperson.
- 2.8. The following time guidelines shall be followed concerning the submission of the Permit Application and the Event:
  - (a) Complete the Permit Application package and submit at least FORTY-FIVE (45) calendar days prior to the date of the Event.
  - (b) Submit a copy of the insurance policy to the Commission at least FOURTEEN (14) calendar days prior to the date of the Event. The policy must have a minimum liability coverage of TWO MILLION DOLLARS (\$2,000,000.00) and name both the City of Lethbridge and the Lethbridge Combative Sports Commission as additionally insured.
  - (c) A proposed line up of Combatants will be submitted to Commission at least

- FOURTEEN (14) calendar days prior to the date of the Event. The Commission will check for any suspensions through <a href="mailto:mmareg.com">mmareg.com</a> and <a href="mailto:boxrec.com">boxrec.com</a>. The Commission will honor the suspensions initiated by other Commissions and will not allow a Combatant to compete in Lethbridge while suspended. The line-up will note all combatants' amateur or professional status, contracted weight, and will specify any title belts to be competed for. Changes in the line-up will be forwarded to the Commission in a timely manner.
- (d) All medical and blood work documentation required by the Commission will be made available to the Commission at least SEVEN (7) calendar days prior to the date of the Event. It will be the Promoter's responsibility to provide adequate translations of medical documentation which may not be in English.
- (e) A signed Lethbridge Combative Sports Commission **Hold Harmless Liability** and **Personal Injury Waiver** from each Combatant shall be forwarded to the Commission prior to the date of the Event.
- 2.9 The Permit Application must be accompanied by a payment of FIVE HUNDRED DOLLARS (\$500.00) and a bond of a minimum of TWO THOUSAND DOLLARS (\$2,000.00).
- 2.10 If for any reason the Promoter cancels or reschedules an Event which has an approved Permit, the Permit fee is NON-REFUNDABLE.
- 2.11 The Commission reserves the right to increase or waive Permit fees given the type of Event, outside regulatory body involvement or any other factors presented to the Commission for its consideration.
- 2.12 The Commission reserves the right to approve special rule sets through the Event approval process. Any proposed special rule sets must be noted by the Promoter on the Permit Application form and submitted with the Permit Application package.

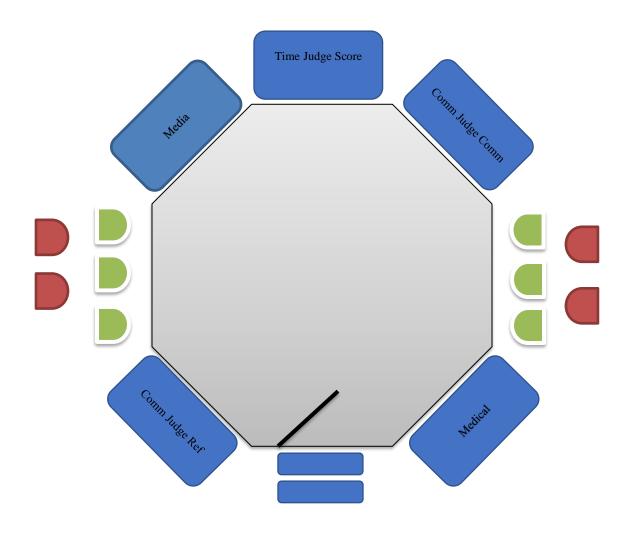
#### 3. THE EVENT

- 3.1 The Promoter shall be responsible for maintaining good order in and about the premises used for any Event and shall maintain a sufficient staff of properly identified personnel for that purpose.
- 3.2 The Promoter shall take all reasonable measures to provide for crowd control, safety, medical emergencies and security. Notwithstanding that a permit for an Event has been issued, the Commission may refuse to allow an Event to proceed if it appears to the Commission that the Promoter's provisions are inadequate.

- 3.3 The Commission shall ensure the presence of a Physician and paramedical staff at all times during the Event. The Physician and paramedical staff will have unobstructed access at the Event. All costs associated with the Physician and paramedical staff are the sole responsibility of the Promoter.
- 3.4 The Promoter shall provide facilities in regard to the Event for pre-fight and post-fight medical checks as may be specified and/or required by the Commission. All costs associated with these requirements are the sole responsibility of the Promoter.
- 3.5 Duties of the Commission include:
  - (a) Attend and regulate weigh-ins;
  - (b) Ensure each Combatant has submitted proper blood work, medical records and waivers:
  - (c) Attend rules meeting to explain Commission role and rules;
  - (d) Safety inspection of the cage/ring;
  - (e) Supervise the taping of hands and gloves;
  - (f) Ensure presence of Physician and paramedical staff at the Event;
  - (g) Oversee medical examinations of Combatants;
  - (h) Issue medical suspensions;
  - (i) Ensure payment to professional Combatants.
- 3.6 No Event held in the City of Lethbridge may be broadcast by radio, television or streamed online without the permission of the Commission.
- 3.7 The Commission reserves the right to charge a fee for any Event broadcast, in whole or in part, by radio, television or streamed online. The Promoter shall pay the fee to the Commission SEVEN (7) calendar days before an Event is broadcast by radio, television or streamed online. The fee will be determined by the Commission and shall not exceed FIVE (5) percent of the selling price of the broadcast rights.
- 3.8 The Promoter shall ensure all members of the Commission have free and unobstructed access to any Event.
- 3.9. If, after advertising an Event, the Promoter proposes to use a substitute Combatant, the Promoter must use all means deemed necessary by the Commission to inform the public of the substitution. The Commission reserves the right to order the Promoter to inform those spectators attending the Event of all changes to the advertised Event card and offer to refund the money for tickets purchased if the spectators attend the ticket office within fifteen minutes of the start of the Event.
- 3.10 The appointment of all officials taking part in an Event shall be subject to the approval of and under the control of the Commission.

- 3.11 The seating immediately adjacent to the cage/ring shall be subject to the approval or and under the control of the Commission.
- 3.12 The Commission may stop any Event or bout if:
  - (a) Either Combatant is unfit to continue;
  - (b) The Combatants are not properly matched;
  - (c) The Promoter or a Combatant misconduct themselves;
  - (d) Circumstances otherwise warrant a stoppage;
  - (e) The health, safety or welfare of the public may be at risk.
- 3.13 Any Combatant who knowingly participates in an Event with another Combatant who has been suspended by a commission, or who knowingly participates in an Event promoted by a Promoter who has been suspended by a commission, may be suspended by the Commission.
- 3.14 Events commonly referred to as "So you think you are Tough" or "Tough Guy" Events are prohibited.
- 3.15 No Event held in the City of Lethbridge shall exceed TWELVE (12) rounds of THREE (3) minutes each with an interval of at least ONE (1) minute between each round.
- 3.16 Other Promoter responsibilities include:
  - (a) Printed line-up sheets on the date of the weigh-ins and on the date of the Event;
  - (b) One (1) blue and One (1) red dressing room with adequate lighting;
  - (c) Security Personnel;
  - (d) Any other requirements the Commission may deem necessary.

# **Suggested Cage Setup:**







Medical needs to be by the cage door. Second Referee needs to be by the cage door.

Judges need to be spread out to have different views of the action in the cage.

This layout can be adjusted for cages with two doors.



# **Payment Schedule for Officials**

The following guidelines are to be used when compensating Officials for events:

**Referees:** Minimum pay of \$120

**Judges:** Minimum pay of \$80

**Timekeeper:** Minimum pay of \$80

**Scorekeeper:** Minimum pay of \$80

**Medical Personnel:** To be determined prior to each event.

The Lethbridge Combative Sports Commission reserves the right to charge an appropriate fee above the minimum, determined by the Commission, considering the event logistics, personnel availability and the skill level of the officials required.

Note: In the event officials are required to travel for the event, associated travel costs are the responsibility of the promoter.

The Lethbridge Combative Sports Commission will invoice the promoter and obtain the required funds prior to the event. The Commission Chairman or his designate will pay the Officials on the night of the event and obtain a signed receipt of payment.

Medical personnel will be paid as per agreed upon contract.

Payment to all other personnel relating to the event such as security, ring card persons, event media are the responsibility of the Promoter at a rate agreed upon by those parties.

## **Note:**

The Lethbridge Combative Sports Commission reserves the right to cancel any event do to the inability of securing the approved and required officials to deliver a safe environment for all stakeholders involved.