

Agreement Between

“33rd Street NE Community Bingo Association”
Operating under the registered trade name
“Bingo Barn”

and

**Those parties listed in schedule “A” who are all members of the
“33rd Street NE Community Bingo Association” and who’s signing
officers have executed this agreement.
(Referred to hereafter as the “Members”)**

Dated March 1 2021

WHEREAS the Members have been granted approval by the Alberta Gaming & Liquor Commission (AGLC) to conduct bingo and related fund-raising events as a member of the “33rd Street NE Community Bingo Association”.

AND WHEREAS the Members have agreed to conduct fundraising events and to pool and share net proceeds from this date on, until such time as the agreements is voided by a resolution duly made and carried; or the Member ceases to be a member as shown in the bylaws. This agreement supersedes the previous “Pooling Agreement” (Dated Sept 1, 2017)

THEREFORE the Members agree as follows:

- 1) The Members have caused to be incorporated a Registered Non-profit Association in the Province of Alberta with the name “33rd Street NE Community Bingo Association” and a registered trade name “Bingo Barn”.
- 2) The Members agree that the Bingo Barn is a separate entity and the relationship of the Member to the Bingo Barn is that of an independent entity, and nothing in this Contract is to be construed as creating an agency, partnership, joint venture or employment relationship between the Member and the Bingo Barn.
- 3) Deposit
 - a) Each Member shall deposit \$ 100 in non-gaming funds to each of Gaming and Non-Gaming accounts for each **bingo event allocation**. These funds shall be used for operating capital and shall be returned when Member leaves the Bingo Barn. If the funds are expended, then the amount remaining shall be distributed in proportion to the amount invested by all Members. Cash calls shall be determined by resolution of the Members.
- 4) Event allocation shall be adjusted as required and shall be as fair as possible. Maximum allocated events shall be limited to 48 per year for each Member; except existing allocations may be “Grandfathered”

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- 5) The definitions in the Bylaws of the 33rd Street NE Community Bingo Association have the same meaning herein.
 - a) “Gaming Funds” are funds subject to rules and procedures produced and amended by AGLC.
 - b) “Net Event Proceeds” means the difference between the total revenues generated by all bingo games plus other revenues, less approved prizes and expenses. (Gaming/Non-gaming funds shall be kept separate and administered separately)
 - c) “Non-gaming funds” are funds **NOT** subject to rules and procedures produced and amended by AGLC.
 - d) “Pooled Funds” means the total net bingo proceeds plus all other revenues and placed on deposit in the pooling account. Gaming and Non-Gaming pools shall be kept separate.
 - e) “Pooling Period” means the period starting at the beginning of the first event of the month to the end of the last event of that same month.
 - f) “Bingo Premises” means the facilities provided by the Bingo Barn.
- 6) Terms of agreement
 - a) Where a conflict exists then the matter shall be referred to the procedure as provided in the bylaws.
 - b) Time is of the essence of this Agreement.
 - c) This Agreement contains the entire agreement of the parties concerning the subject matter of this Agreement and except as expressed in this Agreement, there are no other understandings or agreements, verbal or otherwise, that exist between the parties.
 - d) Any waiver by either party of the performance by the other of an obligation under this Agreement must be in writing, and such waiver does not constitute a continuing waiver of the performance of that obligation unless a contrary intention is expressed in writing.
 - e) The rights and remedies of the Bingo Barn under this Agreement are cumulative and any one or more may be exercised.
 - f) The Parties may amend this Agreement only by mutual written agreement signed by the parties or as permitted in the bylaws.
 - g) This Agreement shall be governed by and interpreted in accordance with the laws in force in Alberta, and the parties irrevocably attorn to the exclusive jurisdiction of courts in Alberta.
 - h) This Agreement shall be for the benefit of and binds the successors and assigns of the parties.
 - i) The headings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction of this Agreement.
 - j) In this Agreement words in the singular include the plural and words in the plural include the singular
 - k) This Agreement may be executed in counterparts, in which case the counterparts together shall constitute one agreement, and communication of execution by electronic transmission (e-mailed) shall constitute good delivery.
- 7) The Members agree to abide by the bylaws, Policies and Procedures of the Bingo Barn as now exist and as may be modified from time to time.

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- a) The Members agree to update their information as may be required by The Bingo Barn including but not limited to:
 - i) A copy of the Incorporation of the Member.
 - ii) The names and contact information of the Officers of the Member
 - iii) The Representative or Representatives who shall be empowered to act on behalf of the Member as required.
 - iv) Annually, as required by AGLC, excerpts from the minutes from a Member’s general meeting where a resolution to continue to host fund raising events at The Bingo Barn for the upcoming year has been moved, seconded and carried.
- 8) Organization.
 - a) The Organization shall be governed by the Bylaws, subject to Provincial and Federal Legislation and accompanied regulations.
 - b) Any matter may be reviewed by The Members at their discretion and The Members may revise any policy or procedure by resolution.
 - c) The normal operating procedure shall be under the direction of the Executive, operating through the President.
 - d) The Executive shall normally make policies which shall take precedence over the Procedures.
 - e) The President with the assistance of Staff shall make procedures for the organization and operation of the facility.
 - f) Only the President shall be empowered to make public statements.
 - g) The President shall be the nominal representative at Bingo Alberta and may be represented by another person designated by the President.
 - h) The Manager shall be the nominal representative at Bingo Hall Managers Association of Alberta and may be represented by another person designated by the President.
- 9) The chain of command shall be
 - a) The Members by resolution at a General Meeting.
 - b) The Executive by resolution at an Executive Meeting.
 - i) The Executive, by Resolution, shall determine which individual shall be the Manager and the Assistant Manager.
 - c) The President
 - d) The Manager.
 - i) Staff
 - (1) The Assistant Manager shall assume the duties of the Manager when the Manager is not available.
 - (2) All staff shall be hired as required by the Manager.
 - (3) The book-keeper answers to the Manager.
 - e) The Concession shall be operated as a separate entity,
 - i) The Concession should be managed by the Assistant Manager under the direction of the Manager.
 - ii) Separate accounts shall be maintained for each activity, then combined into “gaming” and “Non-gaming” accounts.
- 10) Staff duties are detailed in a separate document.
- 11) Representatives are welcome in the facility at any time; but must remember they have no status except as the guest of the Bingo Barn; and should not make remarks that

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may confuse employees, volunteers, or customers. Any concerns should be noted and reviewed with the President or Manager.

12) Trustee

- a) The Executive of Bingo Barn will be the trustee of any pooled funds and said fund shall be administered by the Executive with assistance from the staff of the Bingo Barn.
- b) The Trustee has established a pooling Account plus other accounts at a Chartered Bank, Treasury Branch or Credit Union operating in Alberta.
- c) The Members shall pool the net proceeds from all fundraising events conducted by them at the Bingo Barn on a monthly basis. Gaming funds shall be kept separate from non-gaming funds.
- d) During the pooling period the Trustee shall ensure net proceeds from all events are placed for deposit to the appropriate account.
- e) The net proceeds shall be deposited by the trustee to the “pooling account” within five (5) banking days from the event. Where this is not possible then a report shall be generated providing the reasons and action proposed/taken.
- f) Prior to distribution of pooled funds, any event losses that may have occurred in the pooling period will be reimbursed from the pooling account.
 - i) When total pooled monies result in a negative balance in the pooling account the Trustee will perform an expense adjustment of the fixed fees through the pool in order to establish a zero balance in the pooling account. There should be no cash call.
- g) Upon completion of the bank reconciliation for the pooling period, and, preferably, no later than the 21st day of the month following the pooling period; funds will be distributed by the Trustee in the following manner: Where this is not possible then a report shall be generated providing the reasons and action proposed/taken.
 - i) Total pooled monies (minus) all event losses recorded that month (equals) proceeds to be divided equally per event amongst all Members that have conducted an event.
 - ii) Each Payee will receive a schedule of distribution for the pooling period, and will be issued a cheque, or direct deposit, which may include:
 - (1) event losses incurred
 - (2) interest earned less bank related charges
 - (3) Expense adjustment funds.
 - iii) Except as determined by Trustee a Member that does not conduct a bingo event in a pool period shall not be entitled to a share in the distribution for pooled proceeds for that pooling period.
 - iv) A “Make-up” event will be made available to a Member where a scheduled event is not hosted by a Member through no fault of the Member.
- h) Pool allocation details will be submitted to the AGLC as required by AGLC.
- i) The pooled funds will be distributed from the pooling account by cheque or bank transfer, which must be deposited to the licensed charity’s bank account.
- j) The pooled funds shall be administered as required by AGLC.
- k) The pooled funds from the Pull tickets will be distributed as equal portions per event worked to all Members on a monthly basis.

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- l) Proceeds from Keno will be handled in a similar manner and distributed quarterly.

A list of all Members will be maintained by the Secretary and staff.

Authorized signing authorities (positions) for Pooling and other Accounts: (These may be adjusted as required by resolution of the Executive.) A list of bank accounts including purpose, name and location of Financial institution and details shall be attached.

Dated: _____, 20____

President – James Beck

Director – Kathy Morgen

Director – Margret Berger

Secretary – Jean Adrian

Director – Rosemary Johnston

Special accounts may be utilized for prize payouts and other purposes as determined by the Trustee and specific employees shall have signing authority. A minimum of two (2) authorized signatures are required on each cheque or instrument.

Names and positions of “Pool Administrator(s)” and names of the bingo signing authorities are as follows:

Pooling Administrators:

Bingo Signing Authorities:

Donna Miller - Manager

President

Chris Sheridan – Assistant Manager

Secretary

Flora Frost - Bookkeeper

Information is current at date of this document. All changes require a resolution of the Executive and must be registered with AGLC as per their requirements.

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Schedule “A”

List of Officers and Representatives. Required for each Member (To be filed annually with the Manager and within 2 weeks of any change.) **Where AGLC are used they must be attached.**

Dated: _____, 20____

Member Club _____

Effective date of revision. _____

President Name _____

Phone _____ email _____

President’s Signature _____

Print & Sign

Vice-President Name _____

Phone _____ email _____

Secretary’s Name _____

Phone _____ email _____

Treasurer’s Name _____

Phone _____ email _____

Representative’s Name _____

Phone _____ email _____

Alternate Representative’s Name _____

Phone _____ email _____

 Y N Copy of the resolution by the member dated _____ to continue membership in the Bingo Barn is attached.