

THIS AGREEMENT made this 14th day of November, 2023

BETWEEN:

THE CORPORATION OF THE CITY OF CORNWALL
(hereinafter referred to as the "City")

and

ONTARIO HOCKEY ACADEMY
a company incorporated under the laws of the Province of Ontario

GILES LASCELLE

(hereinafter collectively called the "SCHOOL")

and

1. GRANT OF LICENSE

The City hereby grants to the School the non exclusive right to use the Ed Lumley Arena (the "Arena") only which is in the Cornwall Civic Complex (the "Complex") and the Benson Centre according to the terms and conditions of this agreement and any appendices or schedules attached:

Purpose of License: To hold hockey games and practices as part of the Ontario Hockey Academy School Program for the Hockey Season August 15, 2023 to August 15, 2024.

Rental Dates: School Practices and Games

The City shall make available to the School the Arenas for training camp, inter-squad games, regular season games and playoff games on the dates and times as outlined on 'Appendix A' once developed and attached to this agreement.

In the event that an Ontario Hockey League Team ("OHL") or any other Senior Hockey Team ("SHT") wishes to operate at the Civic Complex Arena or the Benson Centre the School and the City shall both, acting reasonably, cooperate in scheduling the School's games.

2. FEES AND CHARGES

In consideration of receiving the grant of Licence the Licencee shall pay the following fees and charges:

1) Non Prime Time Hours-- All prices quoted are subject to an additional 13% HST or any applicable taxes:

(a) Fee of prime time rate less 37.5% for all **non prime time hours** at the Benson Centre and the Ed Lumley Arena in the Civic Complex.

The fee for **prime time hours** will be \$250.64/hr plus applicable taxes for the Benson Centre Winter Ice and \$223.44/hr plus applicable taxes for the Civic Complex Winter Ice from August to December 31, 2023.

The fee for **prime time hours** will be \$255.16/hr plus applicable taxes for the Benson Centre Winter Ice and \$227.46/hr plus applicable taxes for the Civic Complex Winter Ice from January to April, 2024.

(b) Fees owing will be invoiced once per month.

2) All municipal taxes be paid within the due dates, in order to obtain the reduced non-prime rate as recommended within the Primary Amendment.

3. BOX OFFICE SERVICES

(1) The School agrees that the City shall supply all general admission tickets on behalf of the School and will pay the cost of such when required.

(2) The School designates the City as the exclusive agent for the sale of tickets for the games.

(3) The ticket prices shall be established by the School.

(4) In the receipt, handling, control, custody and disbursement of receipts and funds, the School acknowledges that the City shall not be responsible for any loss or shortages.

(6) All credit and debit card sales shall be subject to the following commissions.

Visa Credit Cards	2.76%
MasterCard Credit Cards	2.76%
Bank Debit Cards	1.49%

The City will invoice the School on a bi-monthly basis for payment on the use of all credit and debit card sales.

5. FOOD & BEVERAGE SALES

The School acknowledges that the exclusive rights to the sale of all food and beverages including all licensed beverages for events at the Arena belong to the caterer on contract with the City. The School further understands that all revenues and profits generated by the sale of food and beverages including licensed beverages which will occur in the Arena as part of the games or events held by the School shall belong to caterer on contract with the City.

6. CONCESSION SALES

The School acknowledges that the exclusive rights of the sale at all concessions for games at the arenas belongs to Brown's Fine Foods Services Inc. or the applicable concession contract provider. The School further understands that all revenues and profits generated by the sale at concessions which will occur in the Arena as part of the games held by the School shall belong to BFF or the applicable concession contract provider.

7. SECURITY/BOX OFFICE/MAINTENANCE SERVICES

The School shall be responsible for all costs associated with the Security, Box Office and Maintenance Services required for all of its games held in the Arena and Complex. Maintenance shall include without limiting the generality of the foregoing any and all work not performed by regularly scheduled maintenance personnel at both Arenas for such tasks as installation of signage, painting of corporate logos on the ice surface including Pre/Post and game time prep. and contracted stand cleaning.

The calculation of these costs for the services will be based on the applicable hourly rates during the School's games at either of the Arenas. At each event when deemed necessary, one (1) supervisor will be on duty with the appropriate amount of Security Staff supplied by the City and mutually agreed by both parties. The City reserves the right to re-evaluate at any time during the hockey season the need for additional paid security staff supplied by the City should the nature and the number of incidences require additional security or box office staff.

In addition should the need arise, the School will pay for the cost of all off duty Cornwall Community Police Services personnel as directed by the Chief of Police or designate for all regular season and playoff games as well as any other game sponsored by the School.

8. ARENA IMPROVEMENTS

Any improvements whatsoever required to be made to the Arenas resulting from the School's use of the Arenas shall be the entire financial responsibility of the School. Without limiting the generality of the foregoing, improvements to the Arena which may be necessary due to safety, legal and/or regulated requirements are the responsibility of the School. No other improvements or alterations will be made to the Arena or to the dressing rooms by the School without written permission from the City's General Manager of Planning, Development and Recreation Department or designate.

9. HST

The City agrees to act as agent and collect HST on behalf of the School when box office services are provided. The City will not be liable to remit HST, or for any late payment or interest charged on late payments of the tax. The School must declare its status and set out its GST number and PST number and provide the said numbers to the City.

10. INSURANCE COVERAGE

The School shall provide at all times to the City proof of insurance coverage from an insurance company licensed to carry on business in the Province of Ontario as outlined.

Indemnification:

A *Broad Indemnification* clause to indemnify and hold harmless the City of Cornwall.

Insurance Requirements:

Prior to commencing the hockey season, the School shall at its own expense, secure and maintain a Commercial General Liability insurance policy with an inclusive limit of not less than 5M for each occurrence with respect to third party liability claims for bodily injury, death, property damage.

The Commercial General Liability insurance policy shall:

- a) include the location of the games held;
- b) include '*Broad Form*' Property Damage coverage on an occurrence basis, including loss of use of property;
- c) include but not limited to: Contingent Employers' Liability, Contractual Liability, Non-Owned and Hired Auto; Personal Injury Liability; Tournaments.
- d) Severability of Interest and Cross Liability clauses;
- e) Name the Corporation of the City of Cornwall as an '*Additional Insured*';

Their policy (covering their activities) shall be primary and non-contributing with respect to any insurance carried by the City.

Their policy shall contain an '*Endorsement*' to provide the City of Cornwall thirty (30) days prior written Notice of Cancellation or of a material change that would diminish coverage, or the termination thereof; and a Certificate of Insurance evidencing such insurance coverage shall be provided to the City of Cornwall prior to their commencement season.

The City of Cornwall reserves the right to request such limits of insurance or other types of policies appropriate to such games as the City may reasonably require from time to time.

The required certificate of insurance shall be provided by the School to the City on or before August 16th, 2023 failing which at the City's sole discretion, this Agreement will become null and void.

11. SOCAN

The School shall be responsible for any music played at or during any of the games conducted whether recorded, taped or otherwise and shall comply with the rules and regulations of the Society of Composers, Authors and Music Publishers of Canada. The School agrees to remit fees directly to SOCAN.

12. OCCUPANCY DISRUPTION

In the event that the Arenas are not available for the School by reason of mechanical or structural failure, damage or destruction by fire, strikes, labour disputes, riots or other accident, act of God, action by government, or other circumstances beyond the control of the City, the City shall be excused from failure to make available the Arenas to the School, and this licence agreement shall become null and void and all deposits paid by the School shall be refunded.

Any game, training camp or practice time may be cancelled for either of the following reasons:

- a) The facility is required for a major City emergency
- b) The facility requires technical or emergency repairs which cannot be performed at any other time
- c) The facility is required for a major concert or special event.

13. INDEMNITY

The School agrees to conduct its activities on the Arenas so as not to endanger any person lawfully therein, and to indemnify and save harmless the City against any and all claims for loss, injury or damage to person, and property including claims of employees of the School or any contractor or subcontractor arising out of the activities of the School or its agents, members or guests.

14. CANCELLATION

In the event that the School ceases its operation or the Licencee terminates this agreement or cancels an event which was to be held at the arenas, then in addition to all of the other obligations herein the Licencee shall:

- (a) pay all amounts to the City that would have been paid had the event or games occurred up to and including the day of cancellation;
- (b) inform the public of such cancellation at the School's expense; and
- (c) reimburse any amounts payable to ticket holders as a result of the cancellation.

15. DEFAULT

If the School defaults in performing any of its obligations under this agreement, the City shall give written notice to the School of such default giving the School fifteen (15) days to remedy such default, failing which the City may terminate the Licence hereunder and the School shall then forthwith remove its chattels and fixtures, if any, from the Arena and shall restore the Arena to the condition in which it was at the commencement of this agreement.

16. NOTICE

Any notice required to be given to the City under the terms of this agreement shall be sufficiently given if delivered to the City or mailed by prepaid registered mail addressed to it at

City of Cornwall
P.O. Box 877
360 Pitt Street
Cornwall, Ontario
K6H 5T9

Attention: Planning, Development and Recreation, General Manager

Any notice required to be given to the School under the terms of this agreement shall be sufficiently given if delivered to the School or mailed by prepaid registered mail addressed to the School at

Ontario Hockey Academy
1541 Vincent Massey Drive
Cornwall, Ontario, K6H-5R6

or at such other address as the School may in writing designate.

In either case, such notice shall be deemed to have been received on the date of its delivery or in the case of mailing, four (4) business days after it is delivered to the post office.

17. SOLICITOR'S FEES

In the event that a suit or action is instituted by the City to enforce compliance with this agreement, the City shall be entitled, in addition to costs allowable by statute, to such additional sum as the court may adjudge as reasonable solicitor's fees to be allowed in the suit or action.

18. ACCESS TO PREMISES

The City shall at all times have access to the Arena for all reasonable purposes and nothing shall be construed as granting to the School an exclusive right of possession or occupancy to the exclusion of the City.

19. REMOVAL OF EQUIPMENT UPON TERMINATION

Upon termination of this agreement, the School shall remove all of the School's equipment, property and fixtures used by the School during the term of this licence agreement.

20. GENERAL

- (1) The Licence and all privileges therein contained are not transferable by the Licencee.
- (2) This agreement is governed by the laws of the Province of Ontario, and the by-laws and policies of the Corporation of the City of Cornwall;
- (3) The effective date of this agreement is the date that it is signed by the City. This agreement shall have no force and effect until signed by the City;
- (4) This agreement shall become a public document to be released in its entirety by the City and the School. The School agrees to a full disclosure to the public of all of the terms and conditions and waives any and all rights it has or may have under the *Municipal Freedom of Information and Protection of Privacy Act of Ontario R.S.O. 1990 c.M-56* or to all Federal, Provincial or Municipal laws protecting the privacy of corporations and individuals and the School both corporate and individual hereby consent to a full public disclosure of all of the terms and conditions of this Agreement.
- (5) This agreement and any attachments constitutes the entire agreement between the parties and cannot be modified except by written instrument duly executed by both parties and shall bind the parties, and their successors, heirs, executors and administrators.

IN WITNESS WHEREOF the corporate parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf and the individual parties have executed this Agreement under their respective hands and seals.

**THE CORPORATION OF
THE CITY OF CORNWALL**

Ontario Hockey Academy

**Justin Towndale
Mayor**

**Giles Lascelle
Owner/Operator**

**Manon Levesque
Clerk**