



This License Agreement is made in duplicate this 10th day of June, 2022 (“Effective Date”).

**BETWEEN:**

CANADIAN CURLING ASSOCIATION, a not for profit corporation operating as Curling Canada, 1660 Vimont Court, Orleans, Ontario, (“Curling Canada”)

-and-

THE CITY OF FREDERICTON, a local government by virtue of the Local Governance Act, SNB 2017, c. 18, having its head office at 397 Queen Street, Fredericton, New Brunswick, (“The City”)

-and-

THE CAPITAL WINTER CLUB LIMITED, a body corporate having its head office located at 232 Rookwood Avenue, Fredericton, New Brunswick (“CWC”)

(each a “Party”; collectively the “Parties”)

**WHEREAS:**

Curling Canada is the national governing body for the sport of curling; Curling Canada wishes to hold the 2022 Points Bet Invitational (herein the “Event”) at Willie O’Ree Place in The City of Fredericton and the Province of New Brunswick, (herein the “Venue”) between September 22 and September 25, 2022;

The city is owner and operator of the Venue.

The City agrees to grant Curling Canada a license to hold the Event at the Venue on the terms and conditions set out below.

NOW THEREFORE, in consideration of the mutual promises and agreements hereafter expresses, the parties agree as follows:

**1. GRANT OF LICENSE**

- a) The City hereby grants to Curling Canada a license to the exclusive use of the Venue during the term of this agreement.
- b) Willie O'Ree Place is a City of Fredericton owned and operated facility. For sake of clarity, the term "Venue", when used in this License Agreement, includes all the areas and facilities indicated in Section 3 hereof.
- c) Priority shall be given to the Event schedule and The City shall not schedule any activity that will conflict with or disrupt the Event.

**2. TERM OF AGREEMENT**

- a) This License Agreement shall extend over a nine (9) day period beginning 01:00 a.m. on Sunday, September 18, 2022 to 12:00 p.m. on Monday, September 26, 2022 (the "Term").
- b) The City will make the Venue available for the Term of this Agreement, except for Arena 2 and associated seating area. Arena 2 and seating area will be available from 12:00 pm Tuesday, September 20, 2022 until 12:00 pm Monday, September 26, 2022.
- c) The Term consists of the following:
  - i. Four (4) days for set-up ("Set-Up and Practice Days");
  - ii. Four (4) days for Event draws ("Event Days"); and,
  - iii. One (1) day for load-out ("Load-Out Days").

**3. VENUE**

- a) For the purposes of this License Agreement, the Venue consists of the following:
  - i. Arenas 1 and 2 including 1497 ticket-able seats (1488 fixed seating and 9 barrier-free seating);
  - ii. standing room availability to a maximum of 250 tickets;
  - iii. Curling Canada sponsor and volunteer lounges;
  - iv. space for a merchandise store and merchandise storage;
  - v. media room;

- vi. broadcaster studio(s).
  - vii. broadcaster office(s);
  - viii. broadcaster lounge;
  - ix. medical treatment area;
  - x. team dressing rooms;
  - xi. coaches' dressing room;
  - xii. players' room;
  - xiii. officials' room;
  - xiv. event office;
  - xv. 50/50 count room;
  - xvi. program sales office;
  - xvii. ice tech lounge and ice tech storage;
  - xviii. box office;
  - xix. all VIP areas, suites, club seats, parking areas (as set out in 3(b) below) and such other adjacent and additional areas as may reasonably be required by Curling Canada for the proper presentation of the Event.
- b) The Venue also includes:
- i. the exclusive use of forty (40) parking spaces, identified as "reserved parking", to be used by Curling Canada and the broadcaster;
  - ii. reserved parking spaces for broadcast trucks and other vehicles;
- c) The Venue excludes the Northside Wellness Centre (YMCA Fredericton);
- d) Curling Canada suppliers and service providers as well as sponsors will also have the right to exhibit at trade booths located in the concourse area of the Venue (subject to space and other functional or legal limitations regarding the concourse area).
- e) The Parties acknowledge and agree that any service or assistance that is not explicitly outlined in this Agreement in connection with this Event will not to be delivered by The City. Rather, such assistance will be provided by the CWC, a local organizing committee, which does not involve or include The City, its directors, officers, employees, agents or contractors. Curling Canada and the CWC may wish to enter into a separate agreement regarding services not covered in this License Agreement.

#### **4. FEES**

- a) Curling Canada shall pay to The City a total of Forty-Seven Thousand Seven Hundred and Two Canadian Dollars (\$47,702.00), plus applicable taxes ("Fees) and shall only cover ice rental, community rooms, ice cover installation, glass removal and costs

related to forklifts and staffing during Set-up, Practice and Event Days.

- b) The Fees are payable within thirty (30) days following the Event.
- c) In addition to the Fees, Curling Canada will pay to The City the actual cost of the chargeback services as set out in Article 8 “Building Operations and Staffing” herein.
- d) In addition to the Fees, Curling Canada will pay to The City the actual cost of all chargeback fees for any incidental costs (“Incidental Fees”) related to The City Services that were unplanned, unexpected prior to or added or requested during the Event by Curling Canada (or any third party).

## **5. FOOD AND BEVERAGE**

- a) No food and beverage will be served during the Event that conflicts with the rights of any Curling Canada Sponsors, including the extent permitted by existing agreement with The City.
- b) With respect to Curling Canada sponsor Tim Hortons, The City agrees that ticket holders will be permitted to bring Tim Horton’s beverages into the Venue.
- c) Venue food concessions will be open during all Event Days and for one (1) hour before the commencement of each draw and one-half hour (30 minutes) thereafter. The Parties agree the food concessions will be staffed exclusively by the members of the Nashwaaksis Ys Service Group at its sole cost and expense.
- d) Beer, wine, and spirits will be available for purchase as follows:
  - i. Brewery, spirit, and wine products of Curling Canada Sponsors, who do not have agreements with The City, may be non-exclusively sold or served at the Venue during the Event.
  - ii. Brewery, spirit and wine products of Curling Canada Sponsors will be the featured Curling Canada Sponsor products in the one guaranteed suite.
  - iii. Brewery products of Curling Canada Beer Sponsors will be the exclusive brand served in the Curling Canada Sponsor lounge, wine and spirits may also be sold in the Curling Canada Sponsor lounge at a price that will not exceed \$5.00 per drink.
- e) Curling Canada acknowledges and agrees that The City does not operate the concessions located in Arena 1 of the Venue. Curling Canada acknowledges that this service is provided by the Nashwaaksis Ys Service Group.
- f) For the purposes hereof, “Gross Food Concession Revenue” means the aggregate of the proceeds from the sale of food and beverage (both alcoholic and non-alcoholic) at Venue Concession stands and in lounges and suites in Venue less applicable HST. The City acknowledges that 20% of Gross Food Concession Revenue (the “Food Share”) earned

- throughout the Term will be remitted to Curling Canada. The Food Share will be paid within thirty (30) days after the end of the Term and will be supported by appropriate documentation substantiating the gross Food Concession Revenue.
- g) Curling Canada Sponsors will be permitted, at no additional charge to Curling Canada or The City to donate food and beverages purchased by the Curling Canada Sponsors for distribution to volunteers, sponsors, athletes, media and official throughout the Venue including the field of play.
  - h) Curling Canada will be required to obtain all necessary permits and licenses associated with said concessions, food and beverages (alcoholic and non-alcoholic) and will be required to obtain a certificate of general liability insurance, including Liquor Liability, in the amount of \$5,000,000.00 naming The City as a third party insured.
  - i) Curling Canada acknowledges and agrees that the CWC will operate a “Curling Patch” (which will include the sale of beer, wine and spirits) out of Arena 2 of the Venue and that Curling Canada will be required to enter into a separate agreement with CWC wherein the said parties will be required to obtain the necessary permits and licenses associated with said concessions, food and beverages (alcoholic and non-alcoholic) and will be required to obtain a certificate of general liability insurance, including Liquor Liability, in the amount of \$5,000,00.00 naming The City as a third party insured.
  - j) The Parties acknowledge and agree that the “Curling Patch” will be staffed exclusively by CWC at its sole cost and expense.

## **6. TV AND BROADCAST**

- a) For the purposes of this Agreement, “Broadcast” includes all forms of transmission of the Event in all geographical regions including, without limitation, cable, digital, television, streaming, video, radio and all other forms of transmission that may be developed from time to time.
- b) The Parties acknowledge that the Event will be Broadcast by TSN and will work together to maximize the effectiveness of the Event for its television and online viewers. The City and Curling Canada will use their commercially reasonable best efforts to ensure that their respective suppliers of technology and systems work co-operatively to ensure that any transition from one supplier to another is as smooth and seamless as possible.
- c) Curling Canada will be responsible for all aspects of television production including staffing, rigging, additional equipment, set, scenery, and media bench construction, based on technical requirements of the event.
- d) Curling Canada, through its media partners, will have the exclusive right to Broadcast and control the Broadcast of the Event and all activities conducted at the Venue during

the Term. The City shall not have any rights with respect to the Broadcast of any such activities. Curling Canada shall also have the exclusive right to arrange, conduct or permit commercial and non-commercial photography, filming, videotaping, radio transmission or other media coverage of such activities. Curling Canada shall have the exclusive rights to all revenues derived from all Broadcasts of the Event.

## **7. INTERNET AND CONNECTIVITY**

- a) The City will ensure that internet connectivity is available in all assigned areas of the Venue including, but not limited to, rooms and areas designated as event office, broadcast partner office, media workroom, media bench, broadcast office, accreditation, transportation and dispatch, sponsor booths, and patch (as applicable).
- b) Internet connectivity may be provided via a Secured Private WIFI Network but may require some wired internet connectivity in some areas, as identified by Curling Canada. Individual user Internet speeds must be comparable to mid-range High Speed Internet.
- c) The acceptability of the Internet connectivity provided will be at the sole discretion of Curling Canada as confirmed by Curling Canada prior to June 30, 2021. After which it will be deemed to be acceptable.

## **8. BUILDING OPERATIONS AND STAFFING**

- a) The City and Curling Canada will work together to develop a services and staffing plan ("S&S Plan"), which will be coordinated and executed by Venue staff with the support of Curling Canada volunteers, staff and third-party contractors. The S&S Plan will outline all "closed shop" activities and those activities requiring union participation, acting reasonably. Without limiting the generality of the foregoing, the S&S Plan will set out a detailed approach to such matters as: staffing levels; work allocations; project timelines; The City Services, the Curling Canada Services and the Charge-back Services.
- b) The following operational services ("City Services") will be provided by The City at its sole cost and expense (and are included in the Base Fee):
  - i. The curling ice rink and ice making system, including ice plant, and repair and maintenance thereof;
  - ii. Furniture, fixtures and equipment ("FF&E") ordinarily supplied by The City including, without limitation, tables and chairs, red carpets, podiums, PA systems, stanchions, refrigerators, forklifts;
  - iii. All utilities, including electricity, electrician, gas, lighting, water, heating, ventilation, air conditioning, hot/cold water facilities, waste removal, interior and shore power

- for event broadcaster;
- iv. A knowledgeable venue operator familiar with all aspects of the operation of the Venue including the ice plant and climate controls, etc., on-site 24-hours per day throughout the Term;
- v. Replacement of all large (4x8) plexiglass and posts to shorter plexiglass (4x4) and posts pursuant to safety codes, and removal of all no later than 1:00 am on September 18, 2022.
- vi. Broadband, telephone, cable and internet connectivity and secured, private WIFI and wired connectivity as set out in Article 7 herein;
- vii. All AV equipment and staff including, without limitation, PA system;
- viii. All real property taxes and other costs associated with the use and operation generally of the Venue;
- ix. On-site manager;
- x. IT support manager;
- xi. Cleaning and custodial staff;
- xii. Maintenance staff including forklift operator.
- xiii. Ice surfacing machines;
- xiv. All other costs that are considered to be a normal part-of the operation of the Venue.
- c) The following operational services ("Curling Canada Services") will be provided by Curling Canada at its sole cost and expense:
  - i. Venue decoration;
  - ii. All aspects of television production including staffing, rigging, additional equipment, set, scenery, and media bench construction;
  - iii. Operators for signage and scoring systems and for LED boards;
  - iv. Specialized AV and telephone equipment;
  - v. Cost of adding in sponsor logos and curling rings;
  - vi. Carpeting, pipe and drape;
  - vii. Set-up and tear down of media bench.
- d) The following operational services ("Charge-back Services") will be provided by The City and will be reimbursed by Curling Canada based on the actual cost of such services:
  - i. Set-up and tear down staff including riggers.
- e) All Charge-back Services will be supported by paid receipts and such other documentation as Curling Canada may reasonably require. Curling Canada shall have the right, at its own expense, to audit the books and records of The City with respect to the Charge-back Services. Curling Canada agrees to reimburse The City for the charge-

back Services within thirty (30) days after receipt of the documentation required in this Section.

## **9. USE AND OCCUPATION**

- a) The City agrees that the Venue shall be delivered to Curling Canada at the commencement of the Term in clean and broom-swept condition, suitable for the purposes which are the subject matter of this License Agreement.
- b) The City further agrees to provide in and on the Venue, such supplies of water, electricity, light, heat and air conditioning as are presently available and normally provided in the Premises during an active tournament period.
- c) Curling Canada agrees to use and cause its employees, agents and invitees to use the Premises only for the purposes herein stipulated, and for no other purpose.
- d) Immediately prior to and after the Term, Curling Canada and The City will jointly conduct a thorough inspection of the Venue with a view to determining its state of repair and maintenance and completing a full inventory of FF&E.
- e) Curling Canada will leave the Venue at the conclusion of the Event in the same condition and state of repair as received by it excepting only reasonable wear and tear, and will bear the cost of repairing any and all damage that may have been caused by Curling Canada, its exhibitors, invitees, visitors, sub-contractors, employees or agents, reasonable wear and tear excepted.
- f) Both Parties agree to comply with all laws, rules and regulations of the Government of Canada and the Province of New Brunswick and with all applicable by-laws, rules, resolutions, and requirements of The City of Fredericton, and will not do nor suffer to be done anything on the Premises in violation of any such laws, by-laws, rules regulations, resolutions, and requirements.
- g) Notwithstanding Articles 5(h) and (i), the City will secure all licenses, permits and approvals that may be required in connection with the use of the Venue for the Event, including without limitation occupancy licenses and those required by bylaws, rules and/or regulations of governmental authorities, as well as all licenses required by any performing arts societies such as SOCAN or SESAC for music or other copyrighted works to be utilized or displayed at the Event. The City will ensure that all such licenses and permits cover the activities of Curling Canada in the Venue.

## **10. SIGNAGE**

- a) The City will permit Curling Canada to take such steps as are necessary to ensure that the Venue is free and unencumbered of any advertising, corporate or commercial



message or any commercial identification, logo or corporate color scheme or any description that is inconsistent with or in conflict with the rights of any Curling Canada Sponsors. The City agrees that any conflicting signage that is encumbered inside the arena bowl and within television sightlines (approximately ten (10) rows of seats) will be covered or removed by The City, at its sole expense and that it shall not, after execution of this Agreement, grant competitive signage to any other sponsors throughout the Term.

- b) Curling Canada will have the right to affix, install and maintain interior and exterior signage and displays (including, but not limited to signs, lighting, projection, digital, posters, and decals) in the arena and seating bowl, including everything inside the boards, dasher/matrix boards and mutually agreed upon concourse areas at its sole expense and provided that Curling Canada returns them to their original condition post-event. Curling Canada may assign its rights hereunder to any Curling Canada Sponsor.

## **11. ADVERTISING, MARKETING AND COMMUNICATIONS**

- a) Curling Canada, through its media partners, will issue communications or press releases in respect of the Event and all Curling Canada's activities conducted at the Venue in consultation with The City. The City shall not release any communication or information without prior consent from Curling Canada. Curling Canada will ensure that all communications and releases will be in both official languages.
- b) Curling Canada shall have the sole and exclusive right to promote and advertise the Event, in consultation with the City. All advertisements for the Event shall be developed by Curling Canada and shall be produced at the sole cost and expense of Curling Canada.

## **12. INSURANCE**

- a) Prior to the commencement of the Term, to address Curling Canada's indemnification obligations hereunder, Curling Canada shall obtain, at its own cost and expense, the following insurance:
  - i. Comprehensive General Liability insurance in respect of the Venue and the Event, and Curling Canada's obligations under this Agreement, against claims for bodily injury including death, personal injury and property damage or loss, and including Liquor Liability (where applicable), indemnifying and protecting The City, its respective employees, servants, agents, contractor's, invitees or licensee's, to the inclusive limit of not less than Five Million (\$5,000,000) dollars per occurrence.
  - ii. The policy will include coverage for Curling Canada's legal liability, Contractual Liability, non-owned automobile liability, Curling Canada and Contractor's

Protective Liability, Employers Liability and Contingent Employers Liability.

- iii. The insurance policy shall contain a provision that it will not be cancelled, materially changed or permitted to lapse and name The City of Fredericton as an additional insured.
  - iv. Curling Canada shall produce to The City a copy of the policy at least thirty (30) days prior to the commencement of the Term.
- b) Prior to commencement of the Term, to address its indemnification obligations hereunder, The City shall obtain, at its own cost and expense, the following insurance:
- i. Comprehensive General Liability insurance in respect of the Venue and the Event, and The City's obligations under this agreement, against claims for bodily injury including death, personal injury and property damage or loss, indemnifying and protecting Curling Canada, its respective employees, servants, agents, contractors, invitees or licensee's, to the inclusive limit of not less than Five Million (\$5,000,000) dollars per occurrence. Curling Canada shall be an additional insured on this policy.
  - ii. Boiler and Machinery Insurance (Machinery Breakdown) covering costs of repairing or replacing damaged equipment and machinery, including all equipment and machinery involved in the ice making process.
  - iii. Upon request, The City shall provide Curling Canada with a copy of these policies at least thirty (30) days prior to the commencement of the Term.
- c) Prior to commencement of the Term, to address its indemnification obligations hereunder, the CWC shall obtain, at its own cost and expense, the following insurance.
- i. Comprehensive General Liability insurance in respect of the Venue and the Event, and Curling Canada's obligations under this Agreement, against claims for bodily injury including death, personal injury and property damage or loss, and including Liquor Liability (where applicable), indemnifying and protecting The City, its respective employees, servants, agents, contractor's, invitees or licensee's, to the inclusive limit of not less than Five Million (\$5,000,000) dollars per occurrence.
  - ii. The policy will include coverage for CWC's legal liability, Contractual Liability, non-owned automobile liability, CWC and Contractor's Protective Liability, Employers Liability and Contingent Employers Liability.
  - iii. The insurance policy shall contain a provision that it will not be cancelled, materially changed or permitted to lapse and name The City of Fredericton as an additional insured.
  - iv. CWC shall produce to The City a copy of the policy at least thirty (30) days prior to the commencement of the Term.

### **13. INDEMNIFICATION AND LIABILITY**

- a) Curling Canada shall defend, save harmless and indemnify The City and its directors, officers, employees, agents, contractors, customers, licensees or invitees and any other person for whom the City is legally responsible for (hereafter collectively referred to as “Beneficiaries”) against any claim or loss which The City and /or the City Beneficiaries, as identified herein, may become liable for or may suffer, sustain or incur by reason of, in respect of, or arising out of acts or omissions of Curling Canada or its directors, officers, employees, agents, contractors, subcontractors, and those for whom Curling Canada is in law responsible, which may give rise to statutory, tortious or other liability of whatever nature, including claims and losses arising out of any incorrectness in, or breach of, any representation or warranty contained in this License Agreement, or failure of Curling Canada to comply with or perform, or breach or violation by Curling Canada or its directors, officers, employees, agents, contractors and those for whom Curling Canada is in law responsible, of any of the covenants or other terms of this License Agreement. This indemnity extends to any injury or death claims arising from arising out of acts or omissions (including negligent acts or omissions) of Curling Canada or its directors, officers, employees, agents, contractors, subcontractors and those for whom Curling Canada is in law responsible, made by any person (including without limitations, all The City and City Beneficiaries, all athletes and participants at any time, and all other persons at any time during the Event) or any loss or damage to any property that may occur at or about the Event, the Venue, the premises or site. Curling Canada also covenants and agrees to indemnify The City and the City’s Beneficiaries from and against all legal costs and charges, including solicitor’s fees and disbursements on a solicitor-client basis, incurred by The City or the City Beneficiaries in successfully pursuing such claims.
- b) CWC shall defend, save harmless and indemnify The City and its directors, officers, employees, agents, contractors, customers, licensees or invitees and any other person for whom The City is legally responsible for (hereafter collectively referred to as “Beneficiaries”) against any claim or loss which The City and /or the City Beneficiaries, as identified herein, may become liable for or may suffer, sustain or incur by reason of, in respect of, or arising out of acts or omissions of CWC or its directors, officers, employees, agents, contractors, subcontractors, volunteers and those for whom CWC is in law responsible, which may give rise to statutory, tortious or other liability of whatever nature, including claims and losses arising out of any incorrectness in, or breach of, any representation or warranty contained in this License Agreement, or failure of CWC to comply with or perform, or breach or violation by CWC or its directors, officers, employees, agents, contractors, subcontractors, volunteers and those for whom CWC is in law

responsible, of any of the covenants or other terms of this License Agreement. This indemnity extends to any injury or death claims arising from arising out of acts or omissions (including negligent acts or omissions) of CWC or its directors, officers, employees, agents, contractors, subcontractors, volunteers and those for whom CWC is in law responsible, made by any person (including without limitations, all The City and City Beneficiaries, all athletes and participants at any time, and all other persons at any time during the Event) or any loss or damage to any property that may occur at or about the Event, the Venue, the premises or site. CWC also covenants and agrees to indemnify The City and the City's Beneficiaries from and against all legal costs and charges, including solicitor's fees and disbursements on a solicitor-client basis, incurred by The City or the City Beneficiaries in successfully pursuing such claims.

- c) The City shall indemnify, defend and save harmless and indemnify Curling Canada and its members, directors, officers, employees, agents, contractors, subcontractors and any other person for whom Curling Canada is legally responsible, from and against any and all claims or loss of any nature whatever including but not limited to personal injury or death, and/or losses or damage to property, arising from The City's or the City's Beneficiaries' negligent act or omission, or breach or violation of any of the covenants or other terms of this License Agreement. This indemnity shall extend to cover legal costs including fees and disbursements on a solicitor-client basis incurred in successfully pursuing such claims.
- d) The City shall indemnify, defend and save harmless and indemnify CWC and its members, directors, officers, employees, agents, contractors, subcontractors, volunteers and any other person for whom CWC is legally responsible, from and against any and all claims or loss of any nature whatever including but not limited to personal injury or death, and/or losses or damage to property, arising from The City's or the City's Beneficiaries' negligent act or omission, or breach or violation of any of the covenants or other terms of this License Agreement. This indemnity shall extend to cover legal costs including fees and disbursements on a solicitor-client basis incurred in successfully pursuing such claims.
- e) Except as provided above, in no event will either Party or its directors, officers, shareholders, employees, agents, assigns or successors in interest be liable to the other Party for any loss of profits, or indirect, special, incidental, punitive, aggravated, exemplary or consequential damages of any kind whatsoever, even if advised or aware of the possibility of such damages under any theory of law or equity, whether for breach of contract, tort or otherwise, arising out of or in any way related to this License Agreement, whether or not foreseeable.

#### **14. BREACH**

- a) In the event any Party fails to perform any of its obligations herein, the non-breaching Party shall give the breaching Party notice in writing of such breach and any termination rights shall be governed by Article 15 herein. In addition to termination rights set out under Article 15, the non-breaching party may pursue any other rights it has in law or equity.

#### **15. TERMINATION**

- a) This License Agreement may be terminated by The City on five (5) business days prior written notice to Curling Canada if:
  - i. Curling Canada materially breaches the terms of this License Agreement and does not cure the breach within fifteen (15) business days of being notified of same in writing (or, in the case of a material breach that cannot be cured in fifteen (15) business days, does not begin to take steps to cure said breach in fifteen (15) business days); or,
  - ii. Curling Canada becomes insolvent or bankrupt or its board of directors' elect to wind up Curling Canada.
- b) This License Agreement may be terminated by Curling Canada on five (5) business days prior written notice to The City if:
  - i. The City materially breaches the terms of this License and does not cure the breach within fifteen (15) business days of being notified of same in writing (or, in the case of a material breach that cannot be cured in fifteen (15) business days, does not begin to take steps to cure in fifteen (15) business days); or,
  - ii. The City becomes bankrupt or insolvent.

#### **16. CANCELLATION OF EVENT**

- a) If the Event is cancelled for any reason by Curling Canada any time from the Effective Date of this License Agreement up to and including August 15, 2022 (the "Cancellation Date"), there will be no charge to Curling Canada for the Event, any deposit will be returned to Curling Canada and neither Party shall have any liability to the other.
- b) If all or a portion of the Event is cancelled for any reason by Curling Canada at any time after the Cancellation Date for any reason, the value of the entire Fee shall become immediately due and payable and Curling Canada shall pay The City outstanding amounts of the entire Fee within thirty (30) days of the cancellation by Curling Canada, subject to commercially reasonable mitigation efforts by The City to lease the Venue (or portions thereof) to another licensee during the remainder of the Term which amounts shall be credited to Curling Canada's account. Curling Canada shall have no obligation

to pay amounts other than the Fee unless services have actually been rendered, in which case such fees will be invoiced and paid pursuant to Article 4 herein. If The City received additional rent for the Term after Curling Canada has paid the Fee, The City shall reimburse via electronic transfer Curling Canada for such amounts as part of the mitigation efforts. The payment obligations of Curling Canada and The City under this Section shall survive the termination of this License Agreement.

- c) This License Agreement shall terminate upon written notice of cancellation from Curling Canada to The City.
- d) If a portion of an Event of only some, but not all, of the Event is cancelled by Curling Canada at any time after the execution of this License Agreement there will be no abatement in the Fee for such cancellation and this License Agreement shall continue in full force and effect uninterrupted for the Term.
- e) If all or a portion of the Event is cancelled for any reason, The City will not owe or pay any monies or damages to the CWC for any reason.

## **17. FORCE MAJEURE**

- a) If this License Agreement becomes impossible for The City to perform due to events outside The City's reasonable control, including but not limited to acts of God, fires, floods, explosions, riots, wars, hurricane, vandalism, accidents, epidemics, pandemics (including Covid-19), strikes or labour disputes, which prevents the availability and use of the Venue for the purposes of staging the Event for any reason including but not limited to, destruction or damage to the Venue, government restrictions that legally require The City to close the Venue, inadequate labour resources, or unfitness of the Venue for occupancy ("Force Majeure"), the Parties' performance under this License Agreement shall be suspended for the period of Force Majeure, or entirely where it will be impossible for Curling Canada, in its sole determination acting reasonably, to stage all or a portion of the Event.
- b) Where Force Majeure makes it impossible for Curling Canada, in its sole determination acting reasonably, to stage the Event due to the Venue being unavailable for use for the entire Term, The City shall return to Curling Canada any Fee, deposit, advance payment or any payments made whatsoever to The City, without any further liability or obligation on the part of either Curling Canada or The City, less any costs incurred by The City to the date of the Force Majeure in fulfilling its obligations under this Agreement.
- c) Where the Force Majeure occurs during the Term of this License Agreement, the Fee will be pro-rated for the portion of the Term that Curling Canada received the benefit

of use of the Venue during the Term, reduced only by the period of the Force Majeure, and Curling Canada shall be responsible for all costs associated with goods and services rendered by The City to the date of the Force Majeure and thereafter if any Event is held after the period of Force Majeure ends. For clarity, any cancellation by Curling Canada, other than as a result of a Force Majeure that renders the Venue unavailable, shall be dealt with under Article 16 herein.

## **18. COMPLIANCE WITH LAWS**

- a) Curling Canada and The City shall abide by, conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this License Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of Canada, the Province of New Brunswick, The City of Fredericton, and their respective agencies for the use, occupancy and operation of the Venue.
- b) Curling Canada shall not use or attempt to use any part of the Venue for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation The City.
- c) Neither Curling Canada, the City, nor CWC shall discriminate against any employee or any applicant for employment for any reason prohibited by law or against any person relative to admission, services or privileges offered to or enjoyed by the general public for any reason prohibited by law.

## **19. GENERAL OBLIGATIONS**

- a) **Entire Agreement.** This License Agreement (including any and all Schedules hereto) reflects the entire agreement between the Parties respecting the subject matter hereof and supersedes any and all prior agreements, understandings or commitments, written or oral, between the Parties hereto. This License Agreement may only be modified or amended by a subsequent written agreement signed by both Parties hereto.
- b) **Assignment.** This License Agreement may be transferred or assigned by Curling Canada upon obtaining prior written permission from The City (which shall not unreasonably be withheld) provided the assignee agrees, in writing, to be bound by all of the provisions hereof.
- c) **Relationship.** The relationship between The City and Curling Canada and CWC is that of independent contractors and not agents or employees. Under no circumstances shall this License Agreement be considered a contract of partnership or joint venture. Neither Party shall be liable for any of the debts, accounts, obligations or other liabilities

of the other Party, its agents or employees and neither Party shall have any authority to obligate or bind the other Party in any manner except as may be expressly provided herein.

- d) **Waiver.** No waiver shall be effective unless in writing and executed by the Party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly stated in writing.
- e) **Time.** Time is of the essence for the completion of the work described in this License Agreement.
- f) **Governing Law.** This License Agreement is entered into in the Province of New Brunswick and in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the Province of New Brunswick, without regard to its principles of conflicts of laws. The Parties hereby agree to the exclusive jurisdiction of the courts of the Province of New Brunswick.
- g) **Headings and Sections.** Any headings preceding the text of several sections, paragraphs or subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this License Agreement, nor shall they affect its meaning, construction or effect.
- h) **Counterparts.** This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall contribute one and the same instrument.
- i) **Authority to Enter Agreement.** Each Party represents and warrants to the other Party that it has the full right, power and authority to enter into and perform this License Agreement.
- j) **RTIPPA.** Curling Canada and CWC acknowledge and understand that The City is subject to the Right to Information and Protection of Privacy Act, SNB, 2009, c. R-10.6, as amended, and as such, disclosure and confidentiality obligations are governed thereunder.
- k) **Survival.** Notwithstanding the expiration or termination of this License Agreement, it is expressly provided that the provisions under Article 13 and 15 herein, by their nature, should extend beyond the life of this Agreement shall remain in force in accordance with their terms.
- l) **Amendments.** The Parties acknowledge and agree that if at any time during the continuance of this License Agreement the Parties shall deem it necessary or expedient to make any alterations or additions hereto, they may do so by means of a written agreement between them which shall be supplemental to and form part of this



License Agreement.

- m) **Severability.** The Parties acknowledge and agree that if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof, and each provision is hereby declared to be separate , severable and distinct.
- n) **Costs.** The Parties acknowledge and agree that each party shall pay his own costs, charges and expenses of and incidental to the preparation of this Agreement.
- o) **Independent Legal Counsel.** The Parties acknowledge and agree that they have had the opportunity to have this Agreement reviewed by their respective legal counsel or have had the opportunity to seek their own legal counsel with respect to this Agreement.
- p) **Notice.** Notice shall be delivered (i) personally with a signed receipt evidencing such delivery, (ii) transmitted by telecopier with confirmation of transmission, (iii) by email with confirmation of receipt, or (iii) delivered by duly recognized courier service to the following addresses:

Curling Canada

Curling Canada Association  
1660 Vimont Court  
Orleans, ON, K4A 4J4  
Attention: Omid Kahriz  
[omid.kahriz@curling.ca](mailto:omid.kahriz@curling.ca)

The City

The City of Fredericton  
397 Queen Street  
Fredericton NB, E3B 1B5  
Attention: Bobby Despres  
[bobby.despres@fredericton.ca](mailto:bobby.despres@fredericton.ca)

CWC

The Capital Curling Club Limited  
232 Rookwood Avenue  
Fredericton, NB, E3B 2M2  
Attention: Wayne Tallon, Treasurer  
[wayne.tallon@hotmail.com](mailto:wayne.tallon@hotmail.com)

**SIGNED** and sealed by the authorized signatories of the Parties, as of the Effective Date identified on the first page hereof.

**Canadian Curling Association**



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Per: Katherine Henderson  
Chief Executive Officer

**The Capital Curling Club Limited**

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Per: Wayne Tallon  
Treasurer

**The City of Fredericton**

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Per: Kate Rogers  
Mayor

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Per: Jennifer Lawson  
City Clerk

**COUNTY OF YORK**

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. The seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. The signature "Kate Rogers" subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. The Mayor and City Clerk are the officers of the City of Fredericton duly authorized to execute the foregoing instrument.

Chantal L. Gauthier  
A Commissioner of Oaths  
Being a Solicitor

Jennifer Lawson

PROVINCE OF ONTARIO

**AFFIDAVIT OF CORPORATE EXECUTION**

I, Katherine Henderson, of the City of Toronto and Province of Ontario, **MAKE OATH AND SAY AS FOLLOWS:**

1. That I am the Chief Executive Officer, a duly incorporated company under the laws of the Province of Ontario and as such have personal knowledge of the matters and things herein deposed to and have authority to make this affidavit on behalf of the Corporation.
2. That the Chief Executive Officer, Katherine Henderson, of the Corporation is the authorized signing officer to execute the annexed instrument (the "instrument") in the name and on behalf of the Corporation.
3. That the signature "Katherine Henderson", subscribed thereto is my signature.
4. That the seal affixed to the foregoing instrument is the corporate seal of the Corporation and was so affixed by order of the Board of Directors of the Corporation for the purpose of execution of the instrument.
5. That the instrument was so executed by the Corporation on the 3rd day of June 2022, as and for its act and deed for the uses and purposes therein expressed and contained.

**SWORN TO BEFORE ME** at the )  
City of Toronto, in the )  
Province of Ontario, )  
This 10th day of June, 2022 )  
)  
)  
)  
)  
)  
\_\_\_\_\_)  
A Commissioner of Oaths )



\_\_\_\_\_  
Katherine Henderson

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

**AFFIDAVIT OF CORPORATE EXECUTION**

I, Wayne Tallon, of the City of Fredericton and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

6. That I am the Treasurer of The Capital Winter Curling Club Limited, a duly incorporated company under the laws of the Province of New Brunswick and as such have personal knowledge of the matters and things herein deposed to and have authority to make this affidavit on behalf of the Corporation.

7. That the Treasurer, Wayne Tallon, of the Corporation is the authorized signing officer to execute the annexed instrument (the "instrument") in the name and on behalf of the Corporation.

8. That the signature "Wayne Tallon", subscribed thereto is my signature.

9. That the seal affixed to the foregoing instrument is the corporate seal of the Corporation and was so affixed by order of the Board of Directors of the Corporation for the purpose of execution of the instrument.

10. That the instrument was so executed by the Corporation on the \_\_\_\_ day of \_\_\_\_\_, 2022, as and for its act and deed for the uses and purposes therein expressed and contained.

**SWORN TO BEFORE ME** at the )  
City of Fredericton, in the )  
Province of New Brunswick, )  
this \_\_\_\_ day of June, 2022 )

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\_\_\_\_\_)  
)  
A Commissioner of Oaths )

\_\_\_\_\_) Wayne Tallon