

File No.: 04-1000-20-2018-432

October 31, 2018

s.22(1)

Dear s.22(1)

Re: **Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")**

I am responding to your request of August 10, 2018 for:

The contract for the 2018 Skookum Festival at Stanley Park.

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.17(1) and s.18 of the Act. You can read or download these sections here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2018-432); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,

A handwritten signature in black ink, appearing to be 'B. Van Fraassen', with a stylized, flowing script.

Barbara J. Van Fraassen, BA
Director, Access to Information & Privacy

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4
Phone: 604.873.7999
Fax: 604.873.7419

Encl.

:kt



LAW DEPARTMENT

File No.: LS-17-04130

MEMORANDUM

April 23, 2018

TO: Janice MacKenzie, City Clerk

CC: Octavio Silva, Manager of Business Development, Park Board
(w/o enclosure)

FROM: Duncan Finley, Solicitor, Legal Services

RE: Skookum Music Festival - Licence Agreement

Attached please find document for filing:

TYPE OF AGREEMENT	One copy of signed LICENCE AGREEMENT
DATE OF AGREEMENT (If this date is execution date and there is more than one date, use the latest date as the date of the agreement)	March 13, 2018
PARTIES (complete names)	CITY OF VANCOUVER and SKOOKUM FESTIVAL LIMITED PARTNERSHIP (AS REPRESENTED BY SKOOKUM FESTIVAL INC, ITS GENERAL PARTNER)
CIVIC ADDRESS (no abbreviations - must be searchable)	N/A
LEGAL DESCRIPTION (no abbreviations - must be searchable)	N/A
EXPIRY DATE (indicate "N/A" if there is no expiry date)	September 21, 2018
RETENTION DATE (if there is an expiry date, fill in the date that the City clerk may send this document to Records - usually one year after expiry date)	September 21, 2019

City of Vancouver
Law Department
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4 Canada
tel: 604.873.7512 fax: 604.873.7445



REMINDER DATE (if there are no expiry/retention dates. THIS MUST BE FILLED IN - the lawyer can help to determine when this agreement could possibly be sent to Records - City Clerk's will use this date to remind us to review the agreement to determine whether it can be sent to Records)	N/A
WHO TO NOTIFY (this may be more than one person) [make sure you indicate the person's name, department (including division) and telephone number]	Duncan Finley, Solicitor, Legal Services 604-873-7692 Octavio Silva, Manager of Business Development, Park Board 604-718-5890
FILE NUMBER (Law Department file number)	LS-17-04130



Duncan Finley

Phone: 604-873-7692

Fax: 604-873-7445

:hkg
Attachment

LICENCE AGREEMENT

THIS LICENCE AGREEMENT is dated the 13th day of March, 2018 (the “**Effective Date**”)

BETWEEN:

CITY OF VANCOUVER

(as represented by its Board of Parks and Recreation)

2099 Beach Avenue

Vancouver, B.C.

V6G 1Z4

(the “**City**”)

AND:

SKOOKUM FESTIVAL LIMITED PARTNERSHIP

(as represented by Skookum Festival Inc., its General Partner)

c/o Brand.Live Management Group Inc.

120 West 3rd Street, Unit 201

Vancouver, B.C.

V5Y 1E9

(the “**Licencee**”)

(each, a “**Party**” and, collectively, the “**Parties**”)

BACKGROUND:

A. The Licencee, in association with sponsors, wishes to organize, set up, operate, host and conduct a music and arts festival to be known as the "Skookum Festival" in Stanley Park in the City of Vancouver on September 7, 8, and 9, 2018 (the “**Event**”) and for that purpose wishes to use the portion of Stanley Park identified in cross-hatch on the plan attached to this Licence Agreement as Schedule A (the “**Licence Area**”);

B. The City, as the owner of all parks within the boundaries of the City of Vancouver, on its own behalf and on behalf of the Vancouver Board of Parks and Recreation (which has exclusive jurisdiction and control of permanent parks of the City and has consented to this Agreement), has agreed to grant this licence to permit the Licencee to use the Licence Area for the purpose of the Event on the terms and conditions contained in this Agreement; and

C. The Parties intend for this Agreement to provide the basis for a long-term relationship that will enable the Licencee to organize an event similar to the Event in future years.

AGREEMENT:

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements made by each Party and other good and valuable consideration, the receipt and sufficiency of which is acknowledged and agreed to by each of the Parties, the City and the Licencee covenant and agree with each other as follows:

1. GRANT OF LICENCE

Subject always to the terms and conditions of this Agreement, the City, to the extent it has legal authority to do so but not otherwise, hereby grants to the Licencee an exclusive, non-transferable licence to use the Licence Area for the Purpose (defined below) for a term commencing at 6:00PM on August 26, 2018 and ending at 11:59PM on September 21, 2018, subject to earlier termination as set out in this Agreement (the "**Term**") and the exceptions to exclusivity stated in this section (the "**Licence**"). The Parties acknowledge and agree that the City, City Personnel, the Vancouver Board of Parks and Recreation, and emergency service personnel, including the Vancouver Police Department and Vancouver Fire & Rescue Services, may access the Licence Area throughout the Term.

2. PERMITTED USE

During the Term, the Licencee may use the Licence Area to organize, set up, operate, host, conduct and clean up after the Event (the "**Purpose**") and no other use or purpose.

3. LICENCE FEE

s.17(1)



- (b) Prior to the commencement of the Term and as a condition precedent for the City's responsibilities under this Agreement, the Licencee will pay to the City a damage deposit in the amount of \$30,000, which the City will refund to the Licencee within sixty (60) days of the conclusion of the Term if the Licencee has complied with Sections 4(g) and 7 of this Agreement in the City's sole discretion. If the Licencee has not complied with Sections 4(g) and 7 of this Agreement, then, in addition to the other remedies that the City has under this Agreement, the Licencee acknowledges and agrees that the City may use the damage deposit to offset or partially offset the costs of restoring the Licence Area to the condition it was in at the commencement of the Term.

(c) s.17(1)



s.17(1)

- (d) The Licencee acknowledges and agrees that the maximum number of paid tickets it will sell for the Event is 60,000 (20,000 paid tickets per day of the Event) which, for clarity, represents the cumulative total of paid VIP, weekend, or single day tickets (for the avoidance of doubt, the Complimentary Tickets shall not be counted in respect of such maximum figures). The Parties acknowledge and agree that the 60,000 figure does not include Event and performer staff and crew.
- (e) The Parties acknowledge and agree that the Licencee may sell single day or weekend tickets to persons to attend the Event and that, for the purposes of calculating the City Revenue Share, a weekend ticket will be deemed to count as two tickets.
- (f) For a period of six months after the conclusion of the Term, the City may upon request by the City to the Licencee and with reasonable advance notice, examine the Licencee's ticket books, ledgers, and reports and any other data or records which, in each case, directly relate to the sale of tickets to the Event for the purpose of verifying the accuracy and completeness of the calculation of the revenue that the Licencee receives with respect to the Event. Such examination shall be conducted in a manner that does not unreasonably interfere with the business of the Licencee.
- (g) s.17(1)

4. LICENCEE'S RESPONSIBILITIES GENERALLY

The Licencee will, at its cost, be responsible for preparing for, setting up, operating, and cleaning up after the Event, except as otherwise provided in this Agreement. Without restricting the generality of the previous sentence, the Licencee will:

- (a) comply, at its own expense, with all municipal, provincial, and federal health, fire, and safety laws, bylaws, regulations, and requirements pertaining to or arising as a consequence of the use of the Licence Area by the Licencee and its officials, directors, officers, agents, employees, volunteers, contractors, and subcontractors (the "**Licencee Personnel**");
- (b) obtain all required permits, licences, and approvals required in order to operate the Event, including but not limited to all permits, licences, and approvals required by the City and by the following:
 - (i) the Vancouver Board of Parks and Recreation;
 - (ii) Vancouver Fire & Rescue Services;
 - (iii) Vancouver Police Department;
 - (iv) the Province of British Columbia's Liquor Control and Licensing Branch;
 - (v) Vancouver Coastal Health; and
 - (vi) WorkSafeBC;

- (c) s.18
- (d) make commercially reasonable efforts to include in its organization of the Event an indigenous recognition and benefit program that includes:
- (i) a traditional indigenous welcome on each day of the Event;
 - (ii) performances by indigenous artists and performers at the Event, including at least one act to close a stage during the weekend of the Event;
 - (iii) integration of indigenous content throughout the Event, such as food, arts, and storytelling that are consistent with the spirit and theme of the Event;
 - (iv) hosting of a long-table feast featuring an indigenous and non-indigenous chef partnership (subject to availability on commercially reasonable terms);
 - (v) a dedicated hospitality area that includes seating for indigenous elders;
 - (vi) youth mentorship and employment opportunities for at least one youth from each of the Musqueam, Squamish, and Tsleil-Waututh First Nations;
 - (vii) s.17(1)
 - (viii) s.17(1)
- (e) not commit or permit any nuisance on the Licence Area or any adjacent property or any manner of use that causes or is likely to cause unreasonable annoyance or disturbance to the general public, or other land owners or their tenants, licencees, or occupants, except that the performance of music and the conduct and operation of the Event in accordance with this Agreement and in accordance with any other requirement imposed by law is expressly permitted;
- (f) not release or permit to be released any contaminants onto the Licence Area or any adjacent property, and "contaminants" mean any deleterious, dangerous, hazardous, corrosive, or toxic substances, pollutants, goods, or waste the manufacture, storage, handling, treatment, generation, use, transport, release, disposal, or discharge into the environment of which any environmental laws control, regulate, licence, or prohibit or that are or may be deleterious, dangerous, or hazardous to human, animal, or plant health or life or the environment;
- (g) not initiate or participate in unlawful events or events that endanger public safety on or around the Licence Area;

- (h) be the “prime contractor” (as defined in the *Workers Compensation Act*) for WorkSafeBC purposes in respect of any work performed by or on behalf of the Licencee in the Licence Area and accept all responsibilities of the prime contractor as outlined in the *Workers Compensation Act* and the *WorkSafeBC Occupational Health & Safety Regulation*.
- (i) not commit or permit any damage, waste, or injury to the Licence Area or any adjacent property and the Licencee will restore and repair, to the satisfaction of the City Engineer and the General Manager of the Vancouver Board of Parks and Recreation (acting reasonably), or will reimburse the City for repairing, all damage to the Licence Area or adjacent property caused, or contributed to, by the actions or omissions of the Licencee or Licencee Personnel;
- (j) provide uninterrupted and unrestricted access to the Licence Area by fire, police, medical, ambulance, and City Personnel (defined below), subject to any limitations with respect to access set out in any permit, licence, or approval granted to the Licencee;
- (k) hire adequate security personnel to be present at the Licence Area at all times during the Event to ensure the safety and control of all persons attending the Event and that there is no damage to the Licence Area;
- (l) pay for all utility costs if the City is able to determine the utility costs incurred by the City as a result of the Event;
- (m) as directed by and in consultation with employees of the City, implement a process approved and supervised by employees of the City no later than April 16, 2018 to strengthen the turf at the Licence Area or provide written notice to the City no later than April 9, 2018 that the City may implement a process to strengthen the turf at the Licence Area, in which case the City will deliver an invoice to the Licencee for the cost the City incurs to strengthen the turf at the Licence Area;

provided that the City Engineer, the Vancouver Police Department, the City's Director of Risk Management, the City's Director of Legal Services, and the General Manager of the Vancouver Board of Parks and Recreation may, from time to time, upon consultation with the Licencee, establish reasonable additional conditions under which the Event may be held and the Licencee will, as promptly as practicable, comply with such additional City conditions governing the use of the Licence Area.

5. FOOD, BEVERAGE, AND MERCHANDISE KIOSKS

The Licencee may install kiosks, signage, temporary utilities, or services (including adequate public washroom facilities), temporary structures, or other significant equipment on the Licence Area during the Term for the Event and, pursuant to the Special Event Market Permit issued by the City to the Licencee, may licence vendors to sell food, liquor or other merchandise during the Event, subject to the following conditions:

- (n) the Licencee will, no less than sixty days prior to the first night of the Event, provide the City with a plan indicating the location of all kiosks, temporary utilities, or services (including adequate public washroom facilities), temporary structures, or any significant equipment that will be brought on to the Licence Area in connection with the Event and all barriers and fences to be installed, and the Licencee will revise such plans in accordance with any comments provided by the General Manager of the Vancouver Board of Parks and Recreation;
- (o) the Licencee will retain a coordinator in order to coordinate all vendors licenced or permitted by the Licencee to operate kiosks on the Licence Area or otherwise sell food, liquor or merchandise during the Event;
- (p) the Licencee will ensure that any vendor licenced or permitted by the Licencee to prepare, sell, or distribute food, liquor or other merchandise during the Event will:

- (i) have all required health permits;
- (ii) display a copy of all health permits and all other licences or permits, including any licence from the City, the Vancouver Board of Parks and Recreation, and the Licencee, on site; and
- (iii) provide evidence of insurance as required by this Agreement.

6. EVENT COMMITTEE MEETINGS

At the request of either Party, representatives of each of the City, the Vancouver Police Department, the Vancouver Board of Parks and Recreation, the Licencee, and any other involved agencies as necessary (the "Event Committee") will meet in person or by telephone the day following each night of the Event to review that night's session of the Event and to plan for the next night's session of the Event.

7. CLEANUP OF LICENCE AREA

The Licencee will, to the satisfaction of the City, clean the Licence Area and adjacent properties to the Licence Area, including the removal of all litter and detritus created by operating the Event, promptly after the conclusion of each night of the Event and will be responsible for all costs associated with doing so. The Licencee will ensure that the Licence Area is in the same condition at the end of the Term as the Licence Area was in immediately prior to the commencement of the Term (except to the extent that any damage or degradation of the Licence Area is the result of the negligence or intentional misconduct of City Personnel). Without restricting the generality of the previous two sentences, the Licencee will immediately compensate the City upon receipt of an invoice from the City for any damage to the Licence Area or any adjacent properties (other than for damage that was the result of the negligence or intentional misconduct of any City Personnel) that is not corrected to the satisfaction of the City by the conclusion of the Term.

8. MUNICIPAL SERVICES

During the Term, the City will, subject to this section, provide necessary police, fire, and bylaw enforcement services at the Licence Area and the Licencee will reimburse the City for the costs of those services within thirty (30) days of receipt of an invoice from the City (which invoice will be delivered to the Licencee within 30 days of the completion of the Event). Any such costs will be invoiced based on the lower of (i) costs that are charged to members of the general public for such services and (ii) costs that are charged to operators of similar Events in the City for such services. The City will reasonably consult with the Licencee in respect of its estimates and budgets of such costs prior to the Event.

9. PARKING

The City acknowledges and agrees that the Licencee will require space for parking vehicles involved with organizing, setting up, operating, and cleaning up after the Event and for patrons of the Event. The City will make available adequate space for parking vehicles during the Term in consideration for a rate per hour of \$4.00 and a maximum rate per day of \$15.00. The City and the Licencee will cooperate to finalize a parking and access plan in favour of the Licencee in respect of the Event as soon as practicable after the date of this Agreement.

10. INSURANCE

- (q) In addition to those mandatory insurance policies that the Licencee is required to carry by any applicable laws, the Licencee will take out and maintain in force, with a reputable insurance company legally authorized to conduct business in British Columbia, throughout the Term:
 - (i) commercial general liability insurance with coverage of not less than \$10,000,000 per occurrence and at least \$10,000,000 of annual aggregate coverage endorsing the City, the Vancouver Police Board, Vancouver Fire & Rescue Services, and the Vancouver Board of Parks and Recreation as additional

- insureds on a primary and non-contributory basis, containing a cross-liability or severability of interests clause, and covering personal injury, death, bodily injury, host liquor liability, non-owned automobiles, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations, and operations of attached machinery;
- (ii) motor vehicle liability insurance for owned and leased or licenced vehicles with coverage of not less than \$5,000,000 per occurrence and at least \$5,000,000 of annual aggregate coverage inclusive for accidental injury to or death of one or more persons or damage to or destruction of property as a result of any one accident; and
 - (iii) all-risks property insurance for the Licencee's property and providing a waiver of subrogation in favour of the City and the Vancouver Board of Parks and Recreation.
- (r) The Licencee will ensure that all of the insurance policies that the Licencee is required by law or by this Agreement to take out and maintain throughout the Term will require the issuer to provide the City with thirty days' prior written notice of cancellation or notice of reduction in the coverage limit by endorsement.
 - (s) The Licencee's liabilities under this Agreement will not be deemed to be released or limited by the Licencee taking out the insurance policies referred to in this section.
 - (t) Unless otherwise agreed in writing by the City, if the Licencee retains a contractor or subcontractor to perform any work or services related to the Event, the Licencee will ensure each such contractor or subcontractor obtains and maintains throughout the Term commercial general liability insurance with coverage of not less than the following amounts and endorsing the City, the Vancouver Police Board, and the Vancouver Board of Parks and Recreation as additional insureds on a primary and non-contributory basis, containing a cross-liability or severability of interests clause, and covering personal injury, death, bodily injury, host liquor liability, non-owned automobiles, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations, and operations of attached machinery:
 - (i) \$2,000,000 per occurrence and at least \$2,000,000 of annual aggregate coverage for food vendor contractors;
 - (ii) \$5,000,000 per occurrence and at least \$5,000,000 of annual aggregate coverage for liquor purveyor contractors; and
 - (iii) \$5,000,000 per occurrence and at least \$5,000,000 of annual aggregate coverage for all other contractors and subcontractors.
 - (u) Upon or prior to the Effective Date, the Licencee will provide documentary evidence, to the reasonable satisfaction of the City and the Vancouver Board of Parks and Recreation, including by completing the City's standard reporting documents used for this purpose, that the insurance policies required by this section have been taken out and are being maintained.

11. RELEASE AND INDEMNITY

The Licencee hereby releases, indemnifies, and saves harmless the City, the Vancouver Police Board, Vancouver Fire & Rescue Services, and the Vancouver Board of Parks and Recreation and the City's, the Vancouver Police Board's, Vancouver Fire & Rescue Services', and the Vancouver Board of Parks and Recreation's respective officers, commissioners, elected or appointed officials, employees, and agents (collectively "**City Personnel**") from and against all costs, losses, damages, claims, demands, actions, judgments, and expenses, including those for injury to persons, including death, loss of use of

property, or damage to property including property belonging to the City (collectively, “Losses”), resulting from, or that would not have occurred but for the occupation, possession, or use of the Licence Area and activities conducted on the Licence Area by the Licencee or Licencee Personnel, except for any Losses that result from the negligence or intentional misconduct of City Personnel (and, for the avoidance of doubt, the Licencee is released from any liability on account thereof). Notwithstanding anything to the contrary, the release and indemnity contained in this section will survive termination of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

- (v) The Licencee covenants and agrees that the City has:
 - (i) made no representation or warranties as to the fitness for any particular use, safety, condition, or state of repair of the Licence Area and the Licencee has inspected the Licence Area and hereby accepts the Licence Area "as is";
 - (ii) no obligation concerning construction, fitting, finishing, or furnishing of the Licence Area for use by the Licencee other than as specifically set forth in this Agreement; and
 - (iii) no obligation to provide sufficient energy, water, or utilities to the Licencee to organize, set up, operate, and clean up after the Event (except as may be expressly agreed between the City and Licencee).
- (w) The Licencee represents and warrants to the City, and acknowledges that the City is relying upon such representations and warranties, that:
 - (i) the Licencee has all requisite corporate power and authority to enter into this Agreement and to perform its obligations stated in this Agreement;
 - (ii) the Licencee is duly authorized by all necessary corporate actions to execute, deliver, and perform this Agreement; and
 - (iii) this Agreement constitutes a valid and binding obligation of the Licencee, enforceable against the Licencee in accordance with its terms and conditions.

13. DEFAULT, BREACH, OR FAILURES

If the Licencee is in breach of or fails to carry out its obligations under the terms of this Agreement, within five (5) days of receipt of written notice of non-compliance from the City, except in the event of an emergency or apprehended emergency as determined by the City in which case no notice will be required, the Licencee will correct and remedy its breach or failure. The City may, but will be under no obligation to, remedy a default or failure by the Licencee and the Licencee will, if the City remedies a default or failure, following receipt of any written request from the City, pay to the City the amount of any costs from time to time incurred by the City in so doing. If the Licencee fails to pay the City such costs, interest will accrue pursuant to Section 13 of this Agreement. If the Licencee fails to correct and remedy a breach or failure within five (5) days of receipt of written notice of non-compliance from the City, the City may immediately terminate or suspend this Agreement.

14. INTEREST ON ARREARS

All invoices submitted to the Licencee by the City are payable within 30 days from the date of the invoice. The Licencee agrees that whenever and so long as any monies payable by the Licencee to the City under this Agreement are in arrears, such arrears will bear interest at the Prime Rate, plus 3% per annum, calculated monthly not in advance, from the date due until paid. For the purposes of this Agreement, "Prime Rate" means the floating annual percentage rate of interest established from time to time by the Bank of Montreal, Head Office, 595 Burrard Street, Vancouver, British Columbia, as the base rate that will be used to determine rates of interest charged by it for Canadian dollar loans to customers in Canada and designated by the Bank of Montreal as the Prime Rate provided that if a court declares or holds the Prime Rate to be void or unenforceable by reason of uncertainty, then the rate of interest payable on amounts overdue from time to time under this Agreement will be 10% per annum calculated monthly, not in advance, from the date due until paid.

15. TERMINATION

Without prejudice to any other rights the City may have at law or in equity, the City may immediately terminate or suspend this Agreement and the Licence granted in this Agreement if:

- (a) in the City's discretion, there is an emergency that requires the City to use all or any portion of the Licence Area (provided that the Licencee, in such case, shall have the option to use the Licence Area for the Event after such emergency has ceased and the City will engage in good faith discussions with the Licencee to secure appropriate dates after the cessation of such emergency as soon as possible thereafter); or
- (b) the Licencee:
 - (i) becomes or is deemed or presumed to be insolvent, unable to pay its debts, or bankrupt;
 - (ii) makes an assignment for the benefit of, or enters into or makes any arrangements, composition, or compromise with, its creditors;
 - (iii) has an administrator, receiver, trustee, manager, or similar official appointed in respect of any or all of its property; or
 - (iv) avails itself of laws for the protection of debtors.

16. FUTURE USE OF THE LICENCE AREA

While the Licencee acknowledges and agrees that it will have no right to use the Licence Area beyond the conclusion of the Term, the City acknowledges the time that the Licencee is taking and the costs and risks that the Licencee is incurring to operate the Event and that the success and viability of the Event is dependent on securing the Licence Area in future years and increasing the number of paid tickets in such future years. The City also acknowledges that events such as the Event are more remunerative if they occur annually and it is the Licencee's intention that the Event be held annually at the Licence Area. Consequently, the City will consider licencing the Licence Area to the Licencee in future years pursuant to a long-term licence substantially similar to this Agreement if the Licencee completes its responsibilities stated in this Agreement to the City's satisfaction.

17. NO ENCUMBRANCES

The Licencee will pay all accounts and expenses for labour performed on or adjacent to the Licence Area and will not permit any builder's or similar liens, charges, or encumbrances to be registered on title to the Licence Area. If any such lien, charge, or encumbrance is registered on title to the Licence Area, the Licencee will immediately pay into court or otherwise the amount required to discharge the lien, charge, or encumbrance.

18. NO ASSIGNMENT OR SUBLICENCE

The Licencee agrees that it will not assign, sublicense, or otherwise part with any or all of the rights granted under this Agreement without the prior written consent of the City.

19. NOTICES

- (x) Any notice provided for by this Agreement or by law to be given, served, or exercised by or upon the Licencee may be given or served by delivering by courier or depositing in the mail, postage pre-paid by registered mail, a letter addressed to:

Skookum Festival Inc. (as general partner of Skookum Festival Limited Partnership)
c/o Brand.Live Management Group Inc.
120 West 3rd Street, Unit 201
Vancouver, B.C.
V5Y 1E9
Attention: Jordan Melville

with a copy (which shall not constitute notice) to:

McCarthy Tétrault LLP
745 Thurlow Street
Vancouver, B.C.
V6E 0C5
Attention: Pavan Jawanda

or such other address as the Licencee may advise in writing or may be personally served upon the Licencee or any person hereafter authorized by the Licencee to receive such notice.

- (y) Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the City may be given or served by delivering by courier or by depositing in the mail, postage pre-paid by registered mail, a letter addressed to:

City of Vancouver, as represented by its Board of Parks and Recreation
2099 Beach Avenue
Vancouver, B.C.
V6G 1Z4
Attention: City Engineer and City Clerk

or such other address as the City may advise in writing or may be personally served upon the City or any person hereafter authorized by the City to receive such notice.

- (z) Any notice given or served as provided in this Agreement will be effectual and binding for all purposes upon the parties so served and will be deemed to have been received within 3 days from such mailing or, in the case of delivery by express courier, within one business day following the pick-up by the courier.

20. NO PARTNERSHIP OR AGENCY

The Licencee is not an agent or partner of the City, nor is it a joint venture, and the Licencee covenants to refrain from so representing to any party.

21. MUNICIPAL POWERS

Nothing contained in this Agreement will be construed as a limitation on the powers of the City as a municipal corporation.

22. NO PREJUDICE

The rights and obligations contained in this Agreement will not be abrogated, prejudiced, or effected by the granting of time, or any indulgence or concession by either party to the other or to any other person or by any compromise, release, abandonment, waiver, variation, or relinquishment of any rights of either party to this Agreement or any other person or by any omission or neglect or any other dealing, matter, or thing which, but for this section, could or might operate to abrogate, prejudice, or affect the rights or the obligations of either party under this Agreement.

23. TIME OF ESSENCE

Time is of the essence in this Agreement.

24. JURISDICTION

This Agreement will be governed by the laws of the Province of British Columbia and the Licencee agrees to submit to the jurisdiction of the courts of British Columbia.

25. SEVERABILITY

The parties agree that if it is held by any court of competent jurisdiction that any part of this Agreement is void, voidable, illegal, or unenforceable, that part of the Agreement will be deemed to be deleted from the Agreement, and all other provisions of the Agreement will remain in full force and effect and will be binding in all respects upon the parties to this Agreement.

26. COUNTERPARTS

This Agreement may be executed by the Parties in counterparts, with the same effect as if each of them had signed the same document, such that both counterparts will together constitute one Agreement.


27. CAPTIONS AND HEADINGS

The captions and headings throughout this Agreement are for convenience of reference only and the words and phrases contained therein will in no way be held or deemed to define, limit, describe, explain, modify, amplify, or add to the interpretation, construction, or meaning of any provision of or the scope or intent of this Agreement nor in any way effect this Agreement.

[Signatures Follow]

IN WITNESS WHEREOF the Parties have executed this Agreement as of the Effective Date.

CITY OF VANCOUVER, as represented by its Board of Parks and Recreation


Authorized Signatory

SKOOKUM FESTIVAL LIMITED PARTNERSHIP

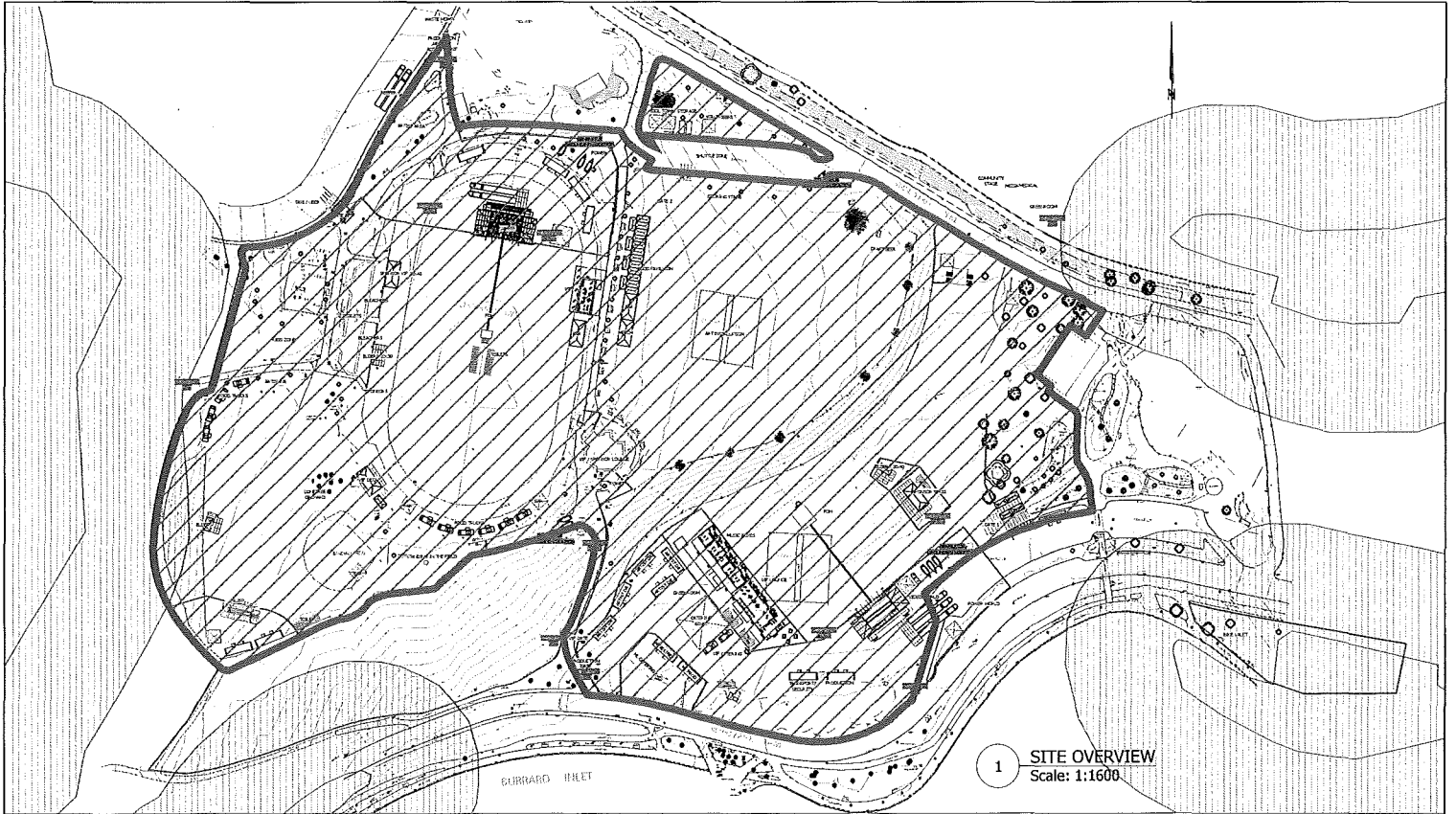
BY: SKOOKUM FESTIVAL INC., its General Partner


Authorized Signatory

SCHEDULE A

SITE PLANS

[Attached]



1 SITE OVERVIEW
Scale: 1:1600

BRANDLIVE

Notes:
Drawn By: Greg Serko
Date: 10-2-17
File Name: Skookum Site Plan_2018_rev0 JVW

ORIGINAL DRAWING DATE
OCT 10, 2017

REVISION DATE
FEB 7, 2017

DRAWN BY
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EVENT DATE
SEPT 7-9, 2018

VENUE
BROCKTON OVAL

REVISION #
REVISION #2

SHOW / PRODUCT TITLE
SKOOKUM

MUSIC, FOOD, ART.

EXPANDED VIEW

OVERVIEW

DRAWING NUMBER



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