

File No.: 04-1000-20-2022-190

July 25, 2022

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 April 13, 2022 under the ***Freedom of Information and Protection of Privacy Act, (the Act)***, for:

**Contract for the 2022 Vancouver E-Prix/Formula E Race and the Canadian E-Fest.**

All responsive records are attached. Some information in the records has been severed (blacked out) under s.21(1) of the Act. You can read or download this section here: [http://www.bclaws.ca/EPLibraries/bclaws\\_new/document/ID/freeside/96165\\_00](http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00)

Under section 52 of the Act, and within 30 business days of receipt of this letter, you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your FOI request by writing to: Office of the Information & Privacy Commissioner, [info@oipc.bc.ca](mailto: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 (#04-1000-20-2022-190); 2) a copy of this letter; 3) a copy of your original request; and 4) detailed reasons why you are seeking the review.

Yours truly,

*[Signed by Cobi Falconer]*

**Cobi Falconer, MAS, MLIS, CIPP/C**  
**Director, Access to Information & Privacy**  
[cobi.falconer@vancouver.ca](mailto:cobi.falconer@vancouver.ca)  
453 W. 12th Avenue Vancouver BC V5Y 1V4

If you have any questions, please email us at [foi@vancouver.ca](mailto:foi@vancouver.ca) and we will respond to you as soon as possible. Or you can call the FOI Case Manager at 604-871-6584.

Encl. (Response Package)

:ag

**CITY OF VANCOUVER  
FORMULA E HOST CITY AGREEMENT**

THIS AGREEMENT dated for reference the 26<sup>th</sup> day of January, 2022.

BETWEEN:

**CITY OF VANCOUVER**, a municipal corporation with offices at  
453 West 12<sup>th</sup> Avenue, Vancouver, British Columbia, V5Y 1V4

(the "**City**")

AND:

**ONE STOP STRATEGY GROUP INC. /  
GROUPE DE STRATÉGIE ONE STOP INC.**, a company  
extra-provincially registered under the laws of the Province of  
British Columbia (Registration No. A0115095) with offices at  
Suite 210 - 2307 René-Lévesque Boulevard West  
Montreal, Quebec, H3H 1R7

(the "**Organizer**")

WHEREAS:

A. The City is:

- i) the owner of all public sidewalks, streets and roads within the boundaries of the City of Vancouver (hereinafter collectively called "**City Streets**");
- ii) the owner of or has control of certain real property including the improvements situated thereon within the boundaries of the City of Vancouver (hereinafter collectively called "**City Buildings**");

B. The City's Council resolved on April 28, 2021 as follows:

"A. THAT Council direct staff to work with One Stop Strategy (OSS Group) to enable the Canadian Round Formula E event (the "**Event**") that is anticipated to include a two-day conference, music and cultural events and one day electric vehicle race in July 2022, with consideration given to a three-year term, costs to be borne by the organizer, and all City service costs to be recoverable from the organizer.

B. THAT execution of the event should minimize impact on community, road and park usage, include dialogue with False Creek residents to address neighbourhood considerations, and ensure public access to the seawall is maintained throughout the event.

C. THAT staff report back with a post-event summary including community and economic benefits and impacts, to help inform hosting of the event in future years.

D. THAT the Host City Agreement include a community legacy commitment of public electric vehicle charging stations where most needed in the City, and event

access/participation for at-risk youth in support of the City's climate and sustainability and social equity goals

E. THAT Council direct staff to consider, examine and report back to Council with possibilities for a Community Benefits Agreement with the proponent(s), similar to Agreements with Parq Casino and Resort and Agreements during the 2010 Olympics Games, to provide employment and if possible training opportunities to the DTES and adjacent inner-city community to provide opportunities to vulnerable and marginalized people."

- C. For the purpose of hosting the Event, the Organizer wishes to occupy, possess and/or use certain City Streets and related infrastructure (hereinafter collectively called "**City Property**") and the City wishes to accommodate the Organizer's request; and
- D. The City and the Organizer wish to enter into an Agreement with each other setting out the terms and conditions of the Organizer's occupation, possession and/or use of City Property (but expressly excluding, for further certainty, any City Property designated as permanent public park under Section 488 of the Vancouver Charter), as well as the Organizer's promises for the delivery of its community consultation and community legacy benefits.

NOW THIS INDENTURE WITNESSETH that in consideration of the fees, covenants and Agreements hereinafter reserved and contained on the part of the Organizer to be paid, observed and performed, the City hereby grants to the Organizer permission to occupy, possess and/or use certain City Property upon the following terms and conditions:

**1. Grant**

Subject always to the terms and conditions of this Agreement, any Special Event Activity Permit (the "**Permit**") required by the City's Film and Special Event Office ("**FASE**"), and such other terms and conditions as FASE may advise the Organizer of at any time and from time to time, the City hereby grants to the Organizer and its directors, officers, employees, material suppliers, agents, contractors, subcontractors and invitees (the "**Organizer's Personnel**") the right to occupy, possess and/or use that specific City Property described in the Permit issued for the Event (the "**License Area**") during those dates and times specified on the Permit, or such other dates agreed to by FASE for the specific purpose of hosting the Event (the "**Event Dates**").

**2. Permits and Fees**

Upon execution of this Agreement by the Organizer, the Organizer will deliver the Performance Security (as defined and in accordance with Section 3 below) together with a signed copy of this Agreement.

At least <sup>§ 3(1)(f)</sup> days prior to commencement of the Event Dates, the Organizer hereby agrees to:

- (a) obtain from all adjacent third party private property owners the necessary licence or lease of the areas owned by them ("Private Property Licences") as shown on the Organizer's initial concept plans provided to the City as being required to facilitate the Event and provide full, accurate executed copies of same to the City



along with the Organizer's irrevocable consent to verify the contents of each Private Property Licence with each applicable third party;

- (b) obtain a Permit from FASE for the Event; and
- (c) deliver to FASE such additional fees as may be payable for the Permit and the permission from the City for the occupation, possession and/or use of the License Area and the carrying out of the Event by in the amounts required by FASE and typically required by FASE for permits similar to the Permit. However the Performance Security required under Section 3 below will be all that is required with respect to letters of credit, certified cheques, or money orders under the Permit.

The Organizer acknowledges and agrees that the City will not execute and complete this Agreement nor process (or continue to process) the Organizer's Permit application unless the Organizer is in full compliance with the Performance Security requirements of Section 3 below at all times.

### **3. Letter of Credit or Deposit ("Performance Security")**

- (a) The Organizer must either pay a deposit or deliver a letter of credit to the City as security for its obligations under this Agreement. If the Organizer elects to deliver a letter of credit ("**Letter of Credit**") it must be an irrevocable standby letter of credit that complies in all respects with the City's requirements as set out in the City's Corporate Policy, Policy Number AF-002-02 approved on June 24, 2016, as may be amended or replaced from time to time, and in all other respects, complies with any other terms and conditions stated elsewhere in this Agreement to be applicable and is in form and substance acceptable to the City Solicitor. If the Organizer elects to provide a Letter of Credit, the same must be delivered to the City concurrently with the Organizer's execution of this Agreement.
- (b) Subject to paragraph (c) below, if the Organizer elects to pay a deposit (the "**Deposit**") rather than provide a Letter of Credit, such amount must be paid to the City in Canadian dollars by certified cheque or by wire transfer in accordance with the City's banking instructions within <sup>s.21(1)</sup> days of the Organizer's execution of this Agreement. In the case of a certified cheque, such cheque must be drawn on an account in the name of the Organizer with a major Canadian chartered bank and certified by that bank. No interest will be payable by the City to the Organizer on the Deposit.
- (c) Despite paragraph (b) above, if the Organizer elects to provide a Deposit rather than a Letter of Credit and provides its financial statements ("Financial Statements") as well as its financial plan to fund the Deposit, the City will allow the Organizer to pay the Deposit by way of
  - 1. <sup>s.21(1)</sup> by wire transfer in accordance with paragraph (b),
  - 2. <sup>s.21(1)</sup> by way of a post-dated cheque drawn on an account in the name of the Organizer with a major Canadian chartered bank made payable to the City of Vancouver post-dated to <sup>s.21(1)</sup> days prior to the Event,



with both the Financial Statements and s.21(1) post-dated cheque being delivered concurrently with the Organizer's execution of this Agreement. For the purposes of this Agreement, "Financial Statements" means the Organizer's complete most current (no less current than most recent completed fiscal year) financial statements, including balance sheet, statement of income and expenses (profit/loss), changes in financial position, and all notes and assumptions to financial statements, all as prepared by a Chartered Professional Accountant and either (i) audited by a Chartered Professional Accountant along with the attestation of that auditor, or (ii) certified correct by a director of the Organizer and accompanied by the Corporate Income Tax Returns of the Organizer for the prior 2 years showing alignment of the account balances in the financial statements with the account balances reported to Canada Revenue Agency in the Corporate Income Tax Returns. For further certainty, and without limiting the general scope of the default and termination provisions set out in Section 9(e) [Termination], and despite any other term of this Agreement, the failure of the Organizer to wire transfer the s.21(1) in strict accordance with the terms of Section 3(b) above will result in the automatic termination of this Agreement without written notice by the City to the Organizer, although the City may but is not obligated to provide its written notice of such event for further certainty and as a formality.

The City will retain the Deposit or Letter of Credit as security (the "**Performance Security**") for payment by the Organizer of all of its obligations to the City under this Agreement.

The City will be entitled to draw down on the Letter of Credit or Deposit at any time and from time to time so as to reimburse the City for any and all costs to which it is entitled to be reimbursed by the Organizer under this Agreement.

Whenever the Letter of Credit is within s.21(1) days of expiry, the Organizer will provide a replacement Letter of Credit of the same amount at least s.21(1) days in advance of such expiry.

To the extent that there is any balance remaining on the Letter of Credit or Deposit after the Event has been held and the City has had s.21(1) days to track and record its costs and confirm all amounts due to the Organizer have been paid in full (either by direct payment or draw down on the Letter of Credit or Deposit) the City will return the Letter of Credit or, in the case of a Deposit, the remaining balance of the Deposit (without interest) to the Organizer within 180 days of the completion of the Event.

In the event of a termination of this Agreement due to the default of the Organizer, the portion of the Performance Security which secures the EV Legacy Payment and Local Artist Payment (both as defined below) is non-refundable and the City will not be obligated to return any portion of the Performance Security which secures the EV Legacy Payment, Local Artist Payment, as well as all Services Costs incurred up to the date of such termination, all of which will continue to be secured by the Performance Security despite such termination.

#### **4. Event to Guarantee No Cost to the City**

The Organizer hereby agrees to pay upon demand all costs (collectively, the "**Services Costs**") incurred by the City in connection with the Organizer's occupation, possession and/or use of City Property and/or the Organizer's Personnel including but not limited to costs for additional City personnel, including without limitation and by way of example only:



- (a) all incremental out-of-pocket costs which but for the Event would not have been incurred or consumed by the City;
- (b) all internal staff resources costs such as any City Engineering Services and Vancouver Police Department costs associated with permits, the installation of temporary no stopping signs, equipment, traffic control, security, and any other services provided by the City in connection with the Event; and
- (c) all such specific Services Costs examples as further described in Section 5 [Restrictions].

The Performance Security amount will not be construed as a limit on the Services Costs payable by the Organizer and the Organizer acknowledges that it is responsible for payment of all Services Costs regardless of whether the Services Costs are higher than the initial Performance Security amount.

The City may draw down on the Performance Security towards payment of the Services Costs and if, after paying such Services Costs as aforesaid:

- (a) any balance remains on the Performance Security remains after the Event, the Letter of Credit or remaining balance of the Deposit will be forwarded to the Organizer with a breakdown of the actual Services Costs drawn down on the Performance Security; and
- (b) there remains an amount owing by the Organizer in respect of actual Services Costs, after complete drawn down on the Performance Security, the City will deliver an invoice to the Organizer along with a breakdown of actual Services Costs and the Organizer will pay to the City such amount within <sup>s.27(1)</sup> days of the date of the invoice.

The Organizer acknowledges and agrees that the initial Performance Security amount described in this Section 4 is a minimum security amount for the obligations of the Organizer to the City under this Agreement.

Where after further work with the Organizer on the Organizer's application for the Permit and final planning work, FASE determines that the Services Costs will likely exceed the initial Performance Security amount, then FASE may by written notice to the Organizer, require an additional or increased Letter of Credit or an increased Deposit, whereupon the Organizer will deliver same within <sup>s.27(1)</sup> calendar days of such notice. For certainty, where the Organizer has elected to deliver the Performance Security pursuant to Section 3(c), the increase will be payable immediately on demand to the City by certified cheque or wire transfer (as opposed to an additional post-dated cheque or Letter of Credit).

## **5. Restrictions**

The Organizer agrees that:

- (a) the Organizer will not use any City Property other than the specific License Area described in the Permit issued for the Event without the prior written consent of the City;

- (b) the use of the License Area will be governed by the terms and conditions of this Agreement and the Permit issued for the Event;
- (c) the Organizer will have the non-exclusive right to use the License Area according to the dates and times specified in the Permit, which will include set-up and take-down times and dates;
- (d) the Organizer will provide space ("**City Space**") within the License Area for the exclusive use by the City for community engagement initiatives and fundraising, including the right to set up and staff tents, tables, structures, displays, A/V equipment and other materials as necessary for the City to engage with Event participants on Event Dates. The City Space will have a footprint of no less than 20' x 20' and be in a location having comparable frontage, visibility, and accessibility as that of the Organizer's sponsors;
- (e) the Organizer will only use the License Area during the dates and times specified in the Permit for the purpose of preparing for, holding and clean-up after the Event but for no other purpose whatsoever;
- (f) the Organizer will comply, at its own expense, with all municipal, provincial and federal laws, bylaws, regulations and requirements pertaining to or relating to the Event or the use of the License Area by the Organizer and the Organizer's Personnel, including without limitation, all laws, bylaws, regulations and requirements relating to health, fire and safety;
- (g) the Organizer will obtain all required permits, licences and approvals required to hold the Event from all applicable federal, provincial and municipal authorities, including but not limited to all permits, licences and approvals required by the City and all permits, licences and approvals required by Vancouver Coastal Health with respect to food, food vending and health aspects of the Event;
- (h) the Organizer will not commit or permit any nuisance on the License Area or any manner of use which causes or is likely to cause unreasonable annoyance or disturbance to the general public or abutting land owners or their tenants, licensees or occupants;
- (i) the Organizer will not release or permit to be released any contaminants onto the License Area, and "contaminants" means 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 which are or may be deleterious, dangerous or hazardous to human, animal or plant health or life or the environment;
- (j) the Organizer will not suffer, cause or permit any unlawful events or events which endanger public safety on or around the License Area;
- (k) the Organizer will not commit or permit any damage, waste or injury to the City Property and the Organizer will repair or rectify any damage, waste or injury, to the satisfaction of the City's General Manager of Engineering (the "**City Engineer**"), or will reimburse the City for the cost of repairing, all damage, waste or injury to



the License Area caused or contributed to by the Organizer or the Organizer's Personnel, plus s.21(1) of all such costs for the City's administration costs;

- (l) the Organizer will provide uninterrupted and unrestricted access to the License Area by fire, police, medical, ambulance and City personnel throughout the duration of the Event;
- (m) the Organizer will provide first aid facilities and will establish safety, first aid and emergency response procedures that would be provided or established by prudent organizers of similar public events;
- (n) the Organizer will pay all costs incurred by, or on behalf of the City to accommodate the Event on the License Area, including, but not limited to, the costs of barricades, delineators, signs, pavement markings, traffic diversions, portable flashers, electrical services, advertisements advising the public of the Event and any other measures that the City Engineer deems necessary and in the interest of the public. The City will invoice the Organizer and the Organizer will pay such invoices within s.21(1) days of receipt of same on the basis of all labour costs calculated to include all statutory costs (such as WorkSafeBC, CPP, EI,) as well as employment benefits (such as pension, medical, dental, vacation) and all materials costs (at the amounts paid by the City for same) plus an amount on account of the City's overhead and administrative costs equal to s.21(1) on the foregoing labour and materials payments. In the event that the City uses third party contractors for any of its requirements, the direct out-of-pocket costs of same plus an administrative fee of s.21(1) will be payable by the Organizer on same;
- (o) the Organizer will contract with the regular full time members of the Vancouver Police Board via the City ("VPD") (Constables, Sergeants, and Staff Sergeants) for traffic control support, when police are required to staff positions as per an approved Traffic Management Plan and when Police are required for operational and public safety support. Police service and support will be charged at the most current hourly rates published by the VPD. For further certainty, the Organizer acknowledges and agrees that it will not have access to non-regular members, commonly known as TA's (Traffic Authority) staff for this purpose;
- (p) the Organizer will at all times comply with a traffic management plan for the Event which has been approved by the City;
- (q) the Organizer will not set up or place any kiosks, temporary utilities or services (including adequate public washroom facilities), temporary structures, fences, barricades, barriers or other equipment or structures (collectively, the "Event Equipment") on the License Area unless and until the specifics and locations of such Event Equipment have been approved by the City;
- (r) the Organizer will not commence set up for the Event or place any Event Equipment on the License Area prior to the commencement of the Event Dates. The Organizer will complete the removal of all Event Equipment from the License Area and will finish clean-up of the Event to the satisfaction of the City Engineer no later than the end of the Event Dates as indicated on the Permit. If the Organizer does not remove all of the Event Equipment, vehicles, banners, advertisements, litter or debris from the License Area to the satisfaction of the City Engineer by the



time limited herein, the City may, but will not be required to do so, remove such Event Equipment, vehicles, banners, advertisements, litter or debris and the Organizer will promptly pay to the City the cost of such removal **s.21(1)** of all such costs for the City's administration costs;

- (s) the Organizer may licence vendors to sell food, beverages, or other merchandise during the Event pursuant to the Permit and the Organizer will ensure that every such vendor will:
  - i) have and display copies of all required health permits and other permits required by the City or any other applicable authority to operate; and
  - ii) provide evidence of the insurance required pursuant to Schedule A attached hereto;
- (t) the Organizer will be responsible for ensuring that the License Area is appropriate for the Event and that the Event is carried out in a safe, well controlled manner;
- (u) the Organizer will comply at all times with the insurance requirements for the Event as set out in the attached Schedule A to this Agreement. The Organizer will deliver to FASE a certificate of insurance (on the form provided by the City) evidencing the insurance coverage required by the City within **s.21(1)** days of executing and delivering this Agreement to the City;
- (v) the Organizer will be the "prime contractor" (as defined in the Workers Compensation Act) for the License Area for the duration of the Event and will carry out all obligations of the "prime contractor" except that the Organizer may, with the City's approval, designate another party to be the "prime contractor" but only after such third party and the City have entered into an Agreement designating such other third party as the "prime contractor";
- (w) the Organizer will advertise details of the Event, including the Event Dates, times, route, street and traffic impacts and closures, and public transit impacts for the Event for the benefit of the public in a manner satisfactory to the City. The Organizer will deliver the ad copy to FASE prior to publication;
- (x) the Organizer will work with FASE and TransLink and Coast Mountain Bus Company to ensure that transit services are minimally affected by the Event;
- (y) the Organizer will notify FASE of any amplified noise related to the Event and will cooperate with the City to mitigate and reduce the impact of such noise on local residents and the general public. Notwithstanding any other provision of this Agreement, the Organizer will comply at all times with the requirements of the City of Vancouver Noise Control By-Law;
- (z) the Organizer hereby releases the City and the Vancouver Police Board and their respective officers, commissioners, elected or appointed officials, employees and agents (collectively, the "City Personnel") from and agrees to indemnify and save harmless the City, the Vancouver Police Board and the City Personnel from and against all costs, losses, damages, compensation, 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) resulting from, or that would not or could not have occurred "but for" the occupation, possession or use of the License Area and activities conducted on the License Area by the Organizer or the Organizer's Personnel. Notwithstanding anything to the contrary, the release and indemnity contained in this paragraph will survive the expiry or termination of the license granted by this Agreement;

- (aa) the Organizer 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 License Area and the Organizer has inspected the License Area and hereby accepts the License Area "as is"; and
  - ii) no obligation concerning construction, fitting, finishing or furnishing of the License Area for use by the Organizer other than as specifically set forth in this Agreement;
- (bb) the license granted in this Agreement will not be construed as creating any interest in the License Area whatsoever;
- (cc) approval to hold the Event is based on the information provided to the City by the Organizer. The Organizer will immediately advise FASE of any changes which may affect the use of License Area or City resources;
- (dd) if the City requires the License Area for any Public Interest Purpose, the City may temporarily interrupt, or if the City deems necessary, cancel the license granted in this Agreement by the delivery to the Organizer of reasonable written notice, except in the case of a real or apprehended emergency, when no notice will be necessary. For the purpose of this Agreement, a "Public Interest Purpose" is one where the City Engineer or the VPD, acting in the public interest and in good faith, determine that access to the License Area is required in order to preserve or protect public safety or the public interest. In this regard, the City will, following the execution of this Agreement, work cooperatively with the Organizer to incorporate into the Public Safety Plan the protocols and procedures whereby the City's access rights can be exercised without unduly prejudicing the Organizer's rights under this Agreement;
- (ee) the Organizer 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;
- (ff) nothing contained in this Agreement will be construed as a limitation on the powers of the City as a municipal corporation; and
- (gg) The City may terminate the license granted herein if the Organizer fails to comply with any of the foregoing terms and conditions.

## **6. Community Benefits Agreement**

No later than <sup>s.21(1)</sup> days prior to the start of the Event Dates, the Organizer must enter into a Community Benefits Agreement ("CBA") which agreement must be substantially compliant with the City's Community Benefits Agreement Policy (the "CBA Policy") and be on such other terms



and conditions satisfactory to the General Manager of Arts, Culture and Community Services and the Director of Legal Services. By way of example only, and without limiting the scope of the above obligations, the CBA will require the Organizer and its partners to, at the Organizer's sole cost and expense:

- Participate in a First Source Hiring program, in consultation and partnership with community stakeholder groups and the City, making new entry level jobs available to equity seeking community members in Vancouver first and striving for an overall target of **§ 21(1)** of labour (Including that for contractors, subcontractors and other possible vendors) sourced from adjacent low-income communities and equity seeking groups across the city; including women in trades, Indigenous people, racialized communities, and others facing barriers to opportunity due to discrimination, exclusion and stigmatization;
- Demonstrate Best Efforts to procure a minimum of **§ 21(1)** of material goods and services from third party certified social impact and/or equity seeking businesses and social enterprises, across the entire lifecycle of the development site, prioritizing Vancouver-based ventures but extending through supply chains regionally and outside the Province and the Country where and when required. This Includes, where applicable, post-Event and ongoing service needs;
- Demonstrate Best Efforts to attain **§ 21(1)** procurement of materials, goods and services from Vancouver companies or companies located in Metro Vancouver or British Columbia. These may or may not also be equity seeking 3rd party certified businesses as defined in the CBA Policy;
- Retain the services of an independent third party to the satisfaction of the City in order to assist in monitoring and reporting on the progress towards reaching these goals on an agreed upon timeline with the City of Vancouver during and upon completion of the Event and its various phases. This may include, where applicable and where possible, post-Event and ongoing service needs; and;
- Participate in a Project Specific Implementation and Monitoring Working Group with City staff, industry and training and skill development bodies, employment services organizations, and community representatives with knowledge of social procurement, social hiring, and community economic development.

Note to Organizer: The above obligations are a minimum set of obligations with respect to the CBA Policy and does not preclude the Organizer from entering into any additional agreements with communities including ones geographically located nearby the Licence Area or with First Nations.

## **7. Economic Impact Reporting**

- (a) The parties agree to the general principle that research and data relating to the Event that demonstrates the number of persons visiting the City of Vancouver for the primary purpose of attending the Event ("**Inbound Visitation Numbers**") as well as the other information noted in paragraph (d) below ("**Other Event Impact Information**") are important factors in assessing the economic and tourism impact of the Event.



- (b) Accordingly, the Organizer will at least <sup>s21(1)</sup> days prior to the start of the Event Dates, contract with an independent third party consultant ("**Event Impact Reporter**") to be approved by the City, acting reasonably so as to ensure the contractual terms include the City as a third party beneficiary (but without any liability for payment or other obligations) to the contract and so as to ensure the Event Impact Reporter is arms' length from both the Organizer and the City and to ensure that such contract requires the Event Impact Reporter to undertake (at the Organizer's sole cost and expense) research relating to Inbound Visitation Numbers (as defined below) and Other Event Impact Information (as defined below) and obtain such data as the parties consider to be reasonably necessary to calculate Inbound Visitation Numbers and collect and report on Other Event Impact Information. The Organizer agrees to cooperate fully with, and provide all such information and data as the Organizer acquires in connection with the Event and its attendees, to the Event Impact Reporter at no charge to the City or Event Impact Reporter, including Organizer Event Data (as defined in Section (d) below).
- (c) The City and the Organizer agree that the tools, methodologies, and metrics (the "**Metrics**") described more fully in Section (d) below) are reasonable and sufficient for the purposes of measuring Inbound Visitation Numbers and collecting and reporting on Other Event Impact Information.
- (d) The City and the Organizer agree to the following Metrics and Other Event Impact Information to measure Inbound Visitation Numbers and the economic impact of the Event generally:
- i) detailed summary of the event that took place in terms of event objectives planned and achieved, the program of activities that took place, any changes that were required from the planned event due to external circumstances;
  - ii) summary of how the event aligned and supported City of Vancouver Council priorities including but not limited to; affordability, diversity, equity, reconciliation, and climate change. For more information please see: <https://vancouver.ca/your-government/corporate-plan.aspx>;
  - iii) Listing of actual media exposure coverage that took place, with details as to media outlets, interviews and promotional materials, samples of primary event programs/brochures that supported the event, and details of the recognition strategy that acknowledged the support and contribution of the City of Vancouver;
  - iv) summary of the numbers of the segments of the event participants (i.e. actual participants, volunteers, attendees, visitors, etc.) to substantiate the assessed economic impact of the event on the local community and on the tourism and business sectors (include statistics and/or examples of feedback);
  - v) summary of the volunteer contribution to the event in terms of legacy knowledge and expertise;
  - vi) any particular difficulties, opportunities or challenges that were encountered during the planning and implementation of the event that could assist future events held in the City of Vancouver;

- vii) the Organizer Event Data (as defined in Section (f) below and collated, owned and provided by the Organizer to the City and Event Impact Reporter all at the Organizer's sole expense);
- viii) such other data as the parties consider reasonably necessary to supplement, complement, and/or verify the Organizer Event Data provided by the Organizer including but not limited to Event day data and post-Event surveys;
- ix) inbound Visitation Numbers will be based on two categories of accommodation utilized by visitors:
  - "Hotel" means a hotel within the city limits of the City of Vancouver operated by a member in good standing of the Vancouver Hotel Destination Association; and
  - "Other Accommodation" means other accommodation within the city limits of the City of Vancouver such as accommodation provided by AirBnB, VRBO, private homes (eg. friends and family of visitors), or entities that are not members of the Vancouver Hotel Destination Association;
- x) the contract the Organizer enters into with the Event Impact Reporter will require the Event Impact Reporter to use the Metrics and Other Event Impact Information to determine:
  - how many adult Canadian residents visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at a Hotel for at least 2 room nights will be designated as 2 "quantified room nights";
  - how many adult Canadian residents visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at Other Accommodation for at least 2 room nights will be designated as 1 "quantified room night";
  - how many adult residents of the United States of America visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at a Hotel for at least 2 room nights will be designated as 2 "quantified room nights";
  - how many adult residents of the United States of America visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at Other Accommodation for at least 2 room nights will be designated as 1 "quantified room night";
  - how many adult residents of any country other than Canada or the USA visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at a Hotel for at least 2 room nights will be designated as 5 "quantified room nights";



- how many adult residents of any country other than Canada or the USA visited Vancouver primarily for the purpose of attending the Event and for each such person that booked and stayed at Other Accommodation for at least 2 room nights will be designated as 2.5 “quantified room nights”; and
  - Contracted hotel room nights by the Organizer for teams and staff will not be included in such determination;
- xi) subject to privacy legislation, the Organizer and City will each make available to the other all of their research and data with respect to the Event and its attendees;
- xii) the Event Impact Reporter's performance and determination, acting reasonably, of the research, data collection, interpretation, and calculation of the quantified room nights will be final and binding on the parties:
- the Organizer will make commercially reasonable efforts (as defined below) to ensure that the Event Impact Reporter completes the above process of calculating quantified room nights and collecting all of the above Other Event Impact Information and delivers the report (“**Event Impact Report**”) setting out its methodology for and calculation of Inbound Visitation Numbers in accordance with the Metrics within 90 days following completion of the Event (and for the purposes of this clause (g) “commercially reasonable efforts” means that the Organizer will ensure that everything within its control is done to contract with, ensure performance of the contract with the Event Impact Reporter, and ensure delivery of the Event Impact Report on time, but for certainty, also means that if there is any event beyond the Organizer's control such as a Force Majeure (as defined in Section 9(d)iii) or a similar clause in the contract with the Event Impact Reporter) excusing the Event Impact Reporter, or a breach of contract by the Event Impact Reporter, the Organizer will utilize all commercially reasonable means to enforce the contract, mitigate the effects of a Force Majeure, or if need be replace the Event Impact Reporter with a replacement Event Impact Reporter all in consultation with the City and with a view to the parties proceeding in a mutually cooperative manner so as to obtain a properly completed Event Impact Report as soon as reasonably possible. For further certainty, where such events beyond the Organizer's control delay or complicate the receipt of a Event Impact Report and such events cause the Organizer's to incur additional costs, such additional costs will be at the Organizer's expense (provided always that the City and the Organizer agreed that incurring the costs were reasonable in order for the Organizer to remedy such event);
- (e) Each party shall own the data set out in Section (d) above that it has collated, commissioned or provided under this Agreement but the other party shall have a non-exclusive, perpetual, fully-paid up licence to use such data for the purposes of this Agreement, its own internal purposes, and also in relation to future editions of the Event.

- (f) The Organizer will provide to the City and Event Impact Reporter an Organizer's report ("**Organizer's Report**") within <sup>(s27m)</sup> days of the conclusion of the Event so as to provide the City and the Event Impact Reporter with sufficient time to complete and deliver the Event Impact Report that will include at a minimum the following:

- Ticket Purchaser/Participant Data
  - Origin of purchase
- Event Details
  - Attendance/Participant Total
    - Attendance/Participation Ticketed
    - Attendance/Participation Non-ticketed
- Number of Officials (specify number of local vs out of province)
- Number of Competitors (per team if applicable) (specify number of local vs out of province)
- Number of Accredited Media (specify number of local vs out of province)
- List Broadcasters covering event
- Number of TV Nations
- Online Streaming Available (Y/N)
  - Number of online streaming nations
  - Relevant Social Media Statistics
  - Number of Event Volunteers
- Hotel and Other Accommodation Information
  - Hotel and Other Accommodation Properties Contracted
  - Number of rooms per property
  - Total Number of Room Nights Contracted
  - Other Accommodation impacts from spectators – private homes utilized, etc.
- Partner Promotion Summary
  - StayVancouver Hotels package report
  - Other Travel Package offers performance summaries
- Community Engagement Summary
- Incremental Marketing Summary
  - Travel reports
  - Asset exchange performance summary

(collectively, the "**Organizer Event Data**")

- (g) Failure to substantially comply with this Section 7 will not only constitute a breach of this Agreement, but will also result in City staff recommending to Council that successive year hostings of the Event not be approved by Council.

8. **Consultation and Community Amenity/Legacy Promises**

(a) **Community Cultural Amenities (Local Culture)**

Further to Section (e)(ii) below the Organizer will pay **s.21(1)** ("Local Artist Payment") to the City on account of its promise to provide at least **s.21(1)** of funding towards local artists and musicians in Vancouver. The parties agree that this amount will be secured by the Performance Security required to be delivered concurrently with the Organizer's execution of this Agreement. As the Organizer signs contracts with each local artist or musician, the Organizer will forward originally signed copies of same to the City. Then as each artist invoices the Organizer for same and obtains a receipt for payment for same, the Organizer will forward these to the City and the City will then return that portion of the Deposit or Letter of Credit to the Organizer.

(b) **EV Stations**

- i) The Organizer pay the amount of **s.21(1)** ("EV Legacy Payment") to the City on account of its legacy investments back into the local community. The parties agree that this will be secured by the Performance Security required to be delivered concurrently with the Organizer's execution of this Agreement.
- ii) Subject to paragraph iii), the City will transfer this amount to its Sustainability Reserve after the completion of the Event to be applied by City Council to "EV Legacy Projects" as defined below.
- iii) Despite paragraph ii) above, the Organizer may request the City accept in-kind contributions from 3<sup>rd</sup> Parties partially or fully in lieu of the EV Legacy Payment. Such a request must be in writing and be supported by a fully executed contract between the Organizer and such 3<sup>rd</sup> party (subject to Council approval and then upon such approval fully assignable to the City but without releasing the Organizer unless and until such 3<sup>rd</sup> party has completed its obligations to provide such in-kind contribution). The City will then present such request to City Council and if Council approves such request (but only if and to the extent and subject to any conditions imposed on same by Council), the Organizer will be permitted to fully or partially off-set the EV Legacy Payment with such in-kind contribution and upon the full and proper completion of the in-kind contribution, the City will return the applicable amount of the Performance Security.
- (iv) For the purposes of this Agreement, "EV Legacy Projects" means
  - 2 x 50kW (or greater) DC fast charging stations,
  - 6 curbside Level 2 charging stations,
  - 15-20 community centre Level 2 charging stations, or
  - such other combination or types of charging stations as are approved by Council



(c) **False Creek Resident Consultation**

The Organizer will engage in local resident consultation and accommodation to an extent and in a manner approved by FASE, all at the Organizer's expense.

(d) **Community Legacy**

The Organizer will submit as part of its Permit application process, a

- i) detailed plan for fulfilling its commitment to providing Event access/participation for at-risk youth in support of the City's social equity goals, and
- ii) a detailed plan for fulfilling its commitment to maintain a "Local Artist Budget" of **s.21(1)** to engage local artists and performers who live and work in the City of Vancouver.
- iii) detailed plan and proposed community benefits Agreement to provide employment and training opportunities to the DTES and adjacent inner-city community to provide opportunities to vulnerable and marginalized people.

The City will then review and provide comments on the Organizer's submittals and the Organizer will then revise and finalize same as required by City and the City and Organizer will then sign a supplemental community benefits Agreement legally binding the Organizer to same.

9. **General**

(a) **Open Book and Transparent**

The parties will maintain an open book policy towards each other and provide the other party with full access and inspection rights to all records relating to the Event and this Agreement within **5** Business Days of any request for such access. In this regard, the Organizer will maintain all of its business records relating to the Event and this Agreement at premises located within Vancouver at all times during the term of this Agreement and for a period of at least 2 years afterwards.

(b) **Governing Law**

This Agreement will be governed in accordance with the laws of British Columbia and all applicable laws of Canada and the parties now irrevocably submit to the exclusive jurisdiction of the courts of British Columbia.

(c) **Use of Trademarks**

For the purposes of Schedule "B" [Use of Trademarks], each party (respectively the "**Licensor**" for the purposes of this paragraph and Schedule "B") now grants to the other party ("**Licensee**") the limited rights for Licensee to use certain trademark or trademarks of Licensor (the "**Licensed Marks**");

City: The corporate logo (and any other logos or marks) which are to be provided to the Organizer will be provided to the Organizer following the execution of this Agreement and at least 4 months prior to the Event.

Organizer: The Event logo (and any other logos or marks) which are to be provided to the City will be provided to the City following the execution of this Agreement and at least 4 months prior to the Event.

(d) **Term**

This Agreement takes legal effect and starts on being signed and ends on December 31, 2022, unless extended by mutual agreement or sooner terminated in accordance with its terms.

Where the Event is determined by the Event Impact Report and by FASE to have been successful and to have delivered on the promised economic and legacy benefits, FASE will recommend to Council that an Agreement similar to this Agreement be entered into for one or more subsequent years.

(e) **Termination**

i) **Default/Early Termination**

- a. Despite any other term of this Agreement if, at any time the Organizer breaches its obligations to provide Performance Security by the time required and in the form required by this Agreement, or in the case of Performance Security delivered pursuant to Section 3(c), the post-dated cheque is not cleared by the bank upon which it is drawn ("NSF" or for any other reason), the City will provide the Organizer <sup>s.21(1)</sup> Business Days from the City's written notice to the Organizer to remedy such breach, failing which this Agreement will be deemed to be automatically terminated without further written notice from the City.
- b. If either party materially breaches any material term of this Agreement, and if such breach is not cured by the breaching party within <sup>s.21(1)</sup> days after the non-breaching party sends written notice of such breach to the breaching party, then the non-breaching party will have the right to terminate this Agreement with immediate effect upon written notice.
- c. Where the Organizer is the party in material breach, the Performance Security will be forfeited and the City will not be under any obligation to return same except to the extent it secures any amount in excess of <sup>s.21(1)</sup> incurred by the City up to the date of termination.
- d. If either party suffers the occurrence of one or more of the following events, the other party may terminate this Agreement with immediate effect upon written notice: (i) there is a cessation of

operations of such party, or a bankruptcy proceeding, dissolution, liquidation or the appointment of a trustee or a receiver, or (ii) such party makes an assignment for the benefit of creditors or admits in writing that it is unable to pay its debts as they become due.

ii) Upon Termination

The following applies in the event of a termination or expiration of this Agreement:

- a. Termination of this Agreement by either party in accordance with (a) above will be without prejudice to any accrued rights and obligations of the parties at the time of such termination. The right of each party to terminate this Agreement is in addition to and in no way limits the rights or remedies which such party may have at law or in equity or on any other legal theory or basis.
- b. Upon expiry or earlier termination of this Agreement, all Trademark rights granted to each other will immediately end and both parties will immediately and permanently cease all use of the other party's Trademarks in any manner.
- c. All provisions of this Agreement which, by their nature are intended to survive the expiry or sooner termination of this Agreement, shall survive the expiry or sooner termination of this Agreement.

iii) Force Majeure

Neither the City nor the Organizer will be liable for any delay or failure to perform any their obligations if and to the extent caused by circumstances beyond their reasonable control and without their fault, including, without limitation, fire, flood, storm, accident, pandemic, epidemic, riots, strikes, lockouts or other work stoppage, acts of God, interference by civil or military authorities, orders, regulations or direction by public authority ("**Event of Force Majeure**") for such period of time as the Event of Force Majeure continues, provided that the party prevented from performing uses all reasonable efforts to perform such obligation once the Event of Force Majeure has ceased and provided further that in no event will an Event of Force Majeure operate to extend the time period for the delivery or payment of Performance Security.

Despite paragraph iii) above, where an Event of Force Majeure operates (despite the Organizer's reasonable efforts to mitigate and counteract same) to force the Organizer to cancel all or part of the Event, either party shall have the right to terminate this Agreement effective immediately upon written notice of termination being given to the other party.

The City acknowledges and agrees that the Organizer reserves the right to materially change the nature, name, location and dates of the Event. However, in the event (but excluding an Event of Force Majeure) that the Organizer materially changes any aspects of the Event such that the



Legacy Benefits, Inbound Visitation Numbers, promotional and other benefits intended by the City to accrue to it from this Agreement have been materially adversely affected, the City reserves the right to cancel the Event and any related permits and the Organizer will remain fully liable for all Services Costs incurred by the City to date and the Organizer will remain fully liable to s.21(1)

the matter will be resolved by arbitration pursuant to the Arbitration Act (British Columbia).

**(f) Allocation of Revenue**

The Organizer is permitted to retain and use for expenses in producing the Event all of its fees, and all commercial revenue from the Event including all revenue from advertising sales, broadcast rights, sponsorships and ticket sales (as agreed to through the venue ticketing partner agreements).

**(g) Expenses**

- i) The Organizer shall be responsible for all expenses incurred for producing the Event.
- ii) The Organizer recognizes it is a "late-comer" event that has selected a location and date typically blacked out for new major events; specifically, the downtown core on Canada Day long weekend and has declined recommendations by the City to select a date that is not "blacked out". Furthermore, The Organizer recognizes that it was informed that the selection of the Canada Day long weekend could increase costs due to resource constraints and has selected the Event Dates knowing that risk. Accordingly, in addition to all other payment obligations set out in this Agreement, the Organizer now also acknowledges and agrees to reimburse the City for any and all additional incremental costs incurred by the City which would not or could not have been incurred but for the increased demand on the City's resources as a result of the Event occurring on the Event Dates, including by way of example only and without limiting the general scope of the preceding sentence, the costs of overtime for existing staff, hiring and training additional staff, contracting for additional temporary staff or services, or the costs of renting or purchasing additional supplies, such as traffic cones, delineators, signs, or barricades where needed due to the City's existing resources being exhausted by the other events taking place during the Event Dates.
- iii) Except for the obligations to comply with its obligations under this Agreement, the City will have no liability in contract, tort, or on any other legal theory or basis to the Organizer or any of its employees or agents for anything arising under this Agreement except for a breach of this Agreement by the City in which case the City's liability is expressly limited as set out in Section iv)(c) below.
- iv) The maximum aggregate liability of the City to the Organizer related to or in connection with this Agreement will be limited to the return of any unused

amount on the Deposit, provided always that this limit on liability does not apply to any liability arising as a result of any of the following matters:

- a. intellectual property infringement;
  - b. personal injury or death;
  - c. property loss, damage, or theft; or
  - d. fraud.
- v) Neither the City, Vancouver Police Board nor City Personnel will be liable under this Agreement for any indirect, special, incidental, punitive or consequential damages (including without limitation, lost profits, lost business or lost opportunity), or any other similar damages under any theory of liability (whether in contract, tort, strict liability or any other theory), even if the City has been informed of this possibility.

(h) **Notices**

Any notices relating to this Agreement shall be in writing and shall be deemed effective only if and when received by email or mail to the parties as follows:

**ONE STOP STRATEGY GROUP INC. /  
GROUPE DE STRATÉGIE ONE STOP INC.:**  
Suite 210 – 2307 René-Lévesque Boulevard West  
Montreal, Quebec, H3H 1R7

Attention: Matthew Carter  
Email: [mcarter@ossgroup.org](mailto:mcarter@ossgroup.org)

**CITY OF VANCOUVER:**

453 West 12<sup>th</sup> Avenue  
Vancouver, British Columbia, V5Y 1V4

Attention: Geoff Teoli  
Email: [geoff.teoli@vancouver.ca](mailto:geoff.teoli@vancouver.ca)

(i) **Time/Days**

For the purposes of this Agreement,

- (i) “days” means calendar days, and “Business Days” means any day that is not a Saturday, Sunday or “holiday” as that term is defined in the Interpretation Act (British Columbia), and
- (ii) time is of the essence.



(j) **Entire Agreement**

This Agreement and its schedules are the entire Agreement between the parties and this Agreement supersedes and replaces all prior Agreements, communications, and negotiations between the parties.

(k) **Electronic Execution**

Delivery of an executed signature page to this Agreement by either Party by electronic transmission shall be as effective as delivery of a manually executed copy of this Agreement by such party. Pursuant to the Electronic Transactions Act (BC), delivery of an email by one party to the other stating their intent to be legally bound by this Agreement will also be effective as signing and transmitting an executed signature page.

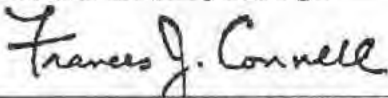
IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

**CITY OF VANCOUVER**

Per:



Paul Mochrie, City Manager



Francis Connel, QC, City Solicitor

**ONE STOP STRATEGY GROUP INC. / GROUPE DE STRATÉGIE ONE STOP INC.]**

Per:



Authorized Signatory: Matthew Carter, CEO

## SCHEDULE A INSURANCE REQUIREMENTS

- (a) The Organizer will maintain and keep in force at all times following the execution of this Agreement and for a period of at least 2 years after the end of the Event Dates Commercial General Liability Insurance policy in an occurrence form for an amount not less than s.21(1) per occurrence with a deductible no greater than s.21(1). The Commercial General Liability policy will contain the following extensions:
- (i) personal injury including advertising liability;
  - (ii) broad form products and completed operations;
  - (iii) blanket contractual liability;
  - (iv) cross liability or severability of interest;
  - (v) non-owned automobile liability; and
  - (vi) non-owned watercraft liability;
- and will also contain the following provisions:
- (vii) the policy will not be cancelled or endorsed to reduce the limits of liability without 30 days' written notice by registered mail to FASE. Should the policy be endorsed to restrict coverage midterm, notice of such restriction will be provided in writing by registered mail to FASE no later than the effective date of change. The exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
  - (viii) the City, the Vancouver Police Board, Vancouver Park Board, and Vancouver Library Board, including their officials, officers, employees, agents and volunteers (the "**City Group**") will be added as additional insureds, but only with respect to liability arising out of the Event;
  - (ix) the insurance coverage will be primary insurance with respect to the City Group for all losses resulting in property damage, death and bodily injury arising out of the Event, and any insurance or self-insurance maintained by or on behalf of the City Group will be excess of this insurance and will not contribute with it; and
  - (x) subject to this Section (a), the Organizer will obtain and maintain at its own expense any additional insurance which the Organizer is required by law to carry or which the Organizer considers necessary and not inconsistent with the provisions of this Section (a). The Organizer will obtain and maintain at its own expense any additional insurance which the Organizer is required by law to carry or which the Organizer considers necessary.
- (b) Unless otherwise agreed in writing by the City, if the Organizer retains a contractor or subcontractor to perform any work or services related to the Event, the Organizer will cause each such contractor or subcontractor to obtain commercial general liability



insurance with limits not less than s.21(1) and on the terms set out in Section (a) above.

- (c) Within the time period set out in Section 5(u) of this Agreement, the Organizer will deliver to FASE evidence of insurance as required by this Schedule A in the form of a certificate of insurance. The certificate of insurance shall identify policy holder/named insured, description of event, insurance company name(s), policy number(s), policy period and limits of insurance, all accordance with the requirements of this Schedule A. If required by the City, the Organizer will provide certified copies of the policies signed by the insurers.

## SCHEDULE B USE OF TRADEMARKS

In this Schedule B, the “**Licensor**” means the City or Organizer in their capacity, respectively, of permitting the use of the Licensed Marks pursuant to Section 9(c) of this Agreement and “**Licensee**” means the City or Organizer in their capacity, respectively, as the user of those Licensed Marks.

- (a) Licensor grants to Licensee, during the Term, a non-exclusive licence to use the relevant Licensed Marks for the express purposes set out, and to the extent permitted, in this Agreement and in particular in this Schedule B (collectively, the “**Purposes**”).
- (b) Prior to the use of any Licensed Mark, Licensee shall, at its own cost and expense, submit to Licensor for approval all final designs and specifications of such use. Licensor shall notify Licensee of its approval or rejection of any submission for approval within ten (10) business days following receipt thereof. In the event that any item submitted shall not have been approved or rejected within such period, then such submission shall be deemed to have been rejected. Licensor shall have the right, in its sole and absolute discretion, to withdraw approval with respect to any use of the Licensed Marks, samples of which were previously approved if the quality of such use ceases to be acceptable to Licensor due to deviation from such previously approved samples or upon the happening of some event which compromises or reflects unfavourably upon the good name, good will, reputation and/or image of Licensor or which might jeopardize or limit Licensor's proprietary or other right, title or interest in or to the Licensed Marks.
- (c) Licensee agrees that at all times Licensor shall maintain and have the right to control the character and quality of all wares and services with which Licensee is or may become licensed to use the Licensed Marks under this Agreement, including all Purposes.
- (d) Licensee agrees that all use of the Licensed Marks will inure solely to the benefit of the Licensor (or the owner of such Licensed Marks where these have been licensed to the Licensor) and that Licensee will acquire no right, title or interest in or to the Licensed Marks or any associated goodwill. Licensee will not, including after any expiry or termination of this Agreement, take any step to register or apply to register any of the Licensed Marks, or any other mark or name confusingly similar thereto, as or as part of any trade-mark, trade name, corporate name, business name, domain name or trading style.
- (e) Licensee shall not use the Licensed Marks in association with any other trademarks or trade names. Licensor reserves all rights, titles and interests in and to the Licensed Marks except as specifically permitted herein to Licensee and Licensor may exercise all such rights, titles and interests at any time including, but not limited to, the right to make any changes Licensor deems necessary to the Licensed Marks including without limitation use, style, or appearance of the Licensed Marks as well as changes to the character and quality of any wares and services with which Licensee is or may become licensed to use the Licensed Marks.
- (f) Licensee shall use its commercially reasonable efforts to undertake the Purposes consistent with the high standards and prestige represented by the Licensed Marks, and to enhance and preserve the reputation of the Licensed Marks.



- (g) Licensee may include its own trademark(s) or the trademark(s) of a third party when using the Licensed Marks provided that Licensee has received prior written consent to such inclusion from Licensor.
- (h) Licensee shall not use the Licensed Marks, in whole or in part, as a corporate name, trade name, or domain name.
- (i) Licensee acknowledges that Licensor is either the owner of all right, title, and interest in and to the Licensed Marks and is also the owner of the goodwill attached or which shall become attached to the Licensed Marks or has been licensed the right to grants rights to use such Licensed Marks in connection with the business and goods in relation to which the same has been, is, or shall be used. Licensee shall not do or suffer to be done any act or thing which may adversely affect any rights of Licensor or any owner in and to the Licensed Marks or any registrations thereof or which, directly or indirectly, may reduce the value of the Licensed Marks or detracts from their reputations.
- (j) Licensee shall not challenge Licensor's or the actual owner's ownership of, or the validity of, the Licensed Marks or any application for registration thereof, or any trademark registration thereof, or any rights of Licensor therein, nor shall Licensee seek to register the Licensed Marks or any variation or simulation thereof. Further, Licensee shall cooperate fully with any request by Licensor (at Licensor's cost) in connection with any application, registration or filing in connection with the Licensed Marks.
- (k) Licensor shall take such action as it deems advisable for the protection of its rights in and to the Licensed Marks and Licensee shall fully cooperate with Licensor in connection therewith including, but not limited to, joining Licensor upon request as a party to any action brought by Licensor at Licensor's cost. However, Licensor shall not be required to take any action if it deems inadvisable to do so and Licensee may not take any action with respect to the Licensed Marks without Licensor's prior written approval.
- (l) Licensee shall notify Licensor promptly after becoming aware of any infringement or threatened infringement of the Licensed Marks.
- (m) Licensee shall not, directly or indirectly, during the Term or at any time thereafter, do anything (or refrain from doing anything) where the effect of such action (or inaction, as the case may be) may adversely affect, or disparage the reputation, prestige, value, image or impression of, the Licensed Marks.
- (n) Nothing in this Agreement shall preclude the appearance of the Licensed Marks in any and all forms of media whether now or hereafter developed (including photographs and video footage) in perpetuity when used for internal, historical or otherwise non-commercial and non-promotional purposes in connection with the content of this Agreement.
- (o) Licensee acknowledges and agrees that in the event of a breach or threatened breach by Licensee of any provisions in this Agreement relating to the Licensed Marks, the damage to Licensor may be irreparable and impossible to accurately estimate, making any remedy at law or in damages inadequate and, accordingly, Licensor shall be entitled to seek injunctive relief against Licensee in such event in addition to any other relief (including damages) available to it.

- (p) The licence hereunder may not be assigned, sublicensed or transferred by Licensee and any such attempted assignment, sublicense or transfer, whether voluntary or by operation of law, directly or indirectly, shall be void and of no force or effect. The sale, issuance or transfer of any voting capital stock of any corporate entity which directly or indirectly controls Licensee which results in a change in the direct or indirect voting control of Licensee shall be deemed an assignment hereof if such transfer or issuance shall limit or reduce the ability of the current owners of Licensee to control its business and affairs.