

File No.: 2025-629

January 22, 2026

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 September 10, 2025 under the *Freedom of Information and Protection of Privacy Act* for:

**Regarding the Harry Potter: A Forbidden Forest Experience event to be held in Stanley Park, presented by Warner Bros. Discovery Global Experiences, Fever, and in partnership with Rifflandia Entertainment Company, record of the master contract and appendices between the Vancouver Board of Parks and Recreation and the above entities and their agents and representatives.**

All responsive records are attached. Some information in the records has been severed (blacked out) under s.17(1) and s.21(1) of the Act. You can read or download these sections 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 Part 5 of the Act, 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 (2025-629); 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,

Kevin Tuerlings, FOI Case Manager, for

*[Signed by Kevin Tuerlings]*

**Siân Madsen, MA, MAS**  
**Acting Director, Access to Information & Privacy**

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. You may also contact 3-1-1 (604-873-7000) if you require accommodation or do not have access to email.

Encl. (Response package)

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**LICENCE AGREEMENT**

**THIS LICENCE AGREEMENT** is dated the 1<sup>st</sup> day of September, 2025 (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:**

**BRAND.LIVE MANAGEMENT GROUP INC.**  
Suite 200 – 1575 West Georgia Street  
Vancouver, B.C.  
V6G 2V3

(the “**Licencee**”)

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

**BACKGROUND:**

A. The Licencee, in association with sponsors and partnered event producers, wishes to organize, set up, operate, host and conduct a gated and ticketed, immersive all-ages event known as the “Harry Potter: A Forbidden Forest Experience” in Stanley Park in the City of Vancouver from November 6, 2025 to February 1, 2026 (the “**Event**”) and for that purpose wishes to use the portion of Stanley Park including the Stanley Park Train site and identified in cross-hatch on the plan attached to this Licence Agreement as Schedule A (the “**Licence Area**”); and

B. The City 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.

**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 6:00AM on September 15, 2025 and ending at 11:59PM on February 20, 2026, subject to earlier termination as set out in this Agreement (the “**Term**”) and the exceptions to exclusivity stated in this section (the “**Licence**”). The

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Parties acknowledge and agree that the City, City Personnel (as defined in Section 11), 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 AND TICKETING**

(a) In consideration for the Licence, s.17(1), s.21(1) [redacted]  
[redacted]  
s.17(1), s.21(1) [redacted]

(b) In addition to the Licence Area Fee, in consideration for the Licence, the Licencee will pay the City:  
s.17(1), s.21(1) [redacted]

(the "Revenue Fee").

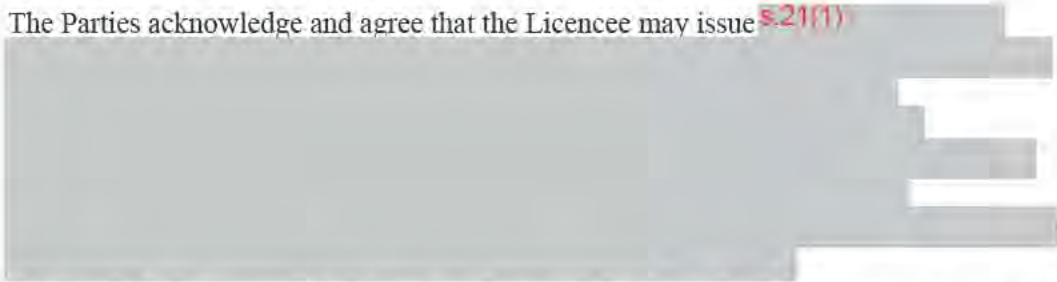

The Licencee will pay the Revenue Fee to the City as follows:

(iv) s.17(1) [redacted]  
(v) [redacted]

For each Revenue Fee payment period, the Licencee will provide a written report to the City detailing the number of tickets that the Licencee s.17(1), s.21(1) [redacted]  
[redacted]

For clarity, the City and the Licencee acknowledge and agree that s.17(1), s.21(1) [redacted]  
[redacted]

(c) 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 s.21(1) 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.

- (d) The Parties acknowledge and agree that the Licencee may issue ~~s.21(1)~~  

- (e) 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.
- (f) The Licencee ~~s.21(1)~~  

- (g) Subject to final approval from Warner Bros. in regards to association with Event intellectual property, the Licencee will work with the City to designate a suitable charity partner of the Event and will provide attendees with point-of-sale option to make monetary donations to the relevant charity in amounts at the attendees' discretion.

#### 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) Vancouver Board of Parks and Recreation;
  - (ii) Vancouver Fire & Rescue Services;
  - (iii) Vancouver Police Department;
  - (iv) Province of British Columbia's Liquor and Cannabis Regulation Branch;
  - (v) Vancouver Coastal Health; and
  - (vi) WorkSafeBC;
- (c) have all required health permits and display a copy of all health permits and all other licences or permits, including any licence from the City and the Vancouver Board of Parks and Recreation on site;

- (d) recognize that the Licence Area is a culturally and environmentally sensitive area and will promptly, as directed by the City and to the City's sole satisfaction:
  - (i) conduct archaeological and ecological reviews;
  - (ii) using best safety practices at all times, complete all tree works required in preparation for the Event, including without limitation tree pruning, branch trimming, tree relocation, and tree removal, and as required through assessment and for ongoing maintenance throughout the Event;
  - (iii) develop appropriate mitigation plans;
  - (iv) install temporary fencing;
  - (v) install all utilities required to support the event (including but not limited to electrical, water, telecommunications and information technology services);
  - (vi) prune or remove vegetation, as necessary; and
  - (vii) use geographic information system mapping to appropriately identify and organize and set up the Event, including the placement of temporary infrastructure and amenities, and will ensure any temporary infrastructure and amenities so placed in trees will be done without damage to said trees or those surroundings;
- (e) aligned to the overall community engagement strategy set by the Licencee and its affiliates, make commercially reasonable efforts to include in its organization of the Event an indigenous recognition and benefit program that includes as many of the following components as possible:
  - (i) a traditional indigenous welcome or land acknowledgement;
  - (ii) complimentary tickets for indigenous elders and leadership of each of the Musqueam, Squamish, and Tsleil-Waututh First Nations, unless there are not forty or more indigenous elders and leaders of the Musqueam, Squamish, and Tsleil-Waututh First Nations who wish to attend the Event, in which case the Licencee will only issue the number of complimentary tickets necessary to allow those indigenous elders and leaders who wish to attend the Event to attend; and
  - (iii) discounted tickets (with the amount of such discounts to be reasonably determined by the Licencee) for members of each of the Musqueam, Squamish, and Tsleil-Waututh First Nations;
- (f) 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;
- (g) 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;

- (h) not initiate or participate in unlawful events or events that endanger public safety on or around the Licence Area;
- (i) 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*;
- (j) not commit or permit any damage, waste, or injury to the Licence Area or any adjacent property or modify the Licence Area (except for modifications approved by the City in writing in advance) and the Licencee will restore and repair the Licence Area prior to the expiry of the Term, 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, waste, injury or modifications to the Licence Area or adjacent property caused, or contributed to, by the actions or omissions of the Licencee or Licencee Personnel;
- (k) 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;
- (l) install adequate security systems and 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;
- (m) 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; provided, however, that the Parties agree to review and discuss the allocation of utility costs following the Event in recognition that the Licensee is funding and installing certain system upgrades to utilities which will remain in place for the City’s ongoing benefit, both Parties acting reasonably;
- (n) pay for all City expenses applicable to preparing, setting up, taking down or hosting the Event in the Licence Area, including without limitation expenses related to landscaping and site infrastructure work required to restore the site, as needed; provided that (i) the City will provide the Licensee with reasonable notice into any such costs, (ii) the City will make reasonable efforts to utilize existing City resources and infrastructure already available onsite before incurring additional expenses, and (iii) the Licensee will have the option, at its own cost and subject to the City’s reasonable approval, to perform or arrange for certain works directly; and
- (o) submit for review and approval by the City, which approval shall be in the City’s sole discretion, all sponsorships, on-site recognition, and signage that are visible to the public from outside the Licence Area and outside the Licence Area on the City’s property;

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 or to be issued by

the City to the Licencee in respect of the Event, may licence vendors to sell food, liquor or other merchandise during the Event, subject to the following conditions:

- (a) the Licencee will, no less than sixty days prior to the first night of the Event or such other period as may be determined by the City in its sole discretion in writing, 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;
- (b) 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;
- (c) 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. CLEAN-UP OF LICENCE AREA

The Licencee will, to the satisfaction of the City, clean the Licence Area and adjacent properties to the Licence Area, and remove all litter and detritus created by operating the Event, promptly after the conclusion of each night of the Event. The Licencee will be responsible for all costs associated with cleaning up the Licence Area. 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. 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 clean-up or repair of damage to the Licence Area or any adjacent properties (other than for damage that was the result of the negligence of any City Personnel) that is not corrected to the satisfaction of the City by the conclusion of the Term.

## 8. MUNICIPAL SERVICES

s.17(1), s.21(1)




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## 9. PARKING

The City will, for an additional fee as determined by the City (the “**Parking Fee**”) in accordance with the Parking and Access Plan, as defined below, make parking spaces available to the Licencee for parking vehicles involved with organizing, setting up, operating, or cleaning up in connection with the Event, including for VIP parking, as applicable. 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 Effective Date (the “**Parking and Access Plan**”). **s.17(1), s.21(1)**



## 10. INSURANCE

- (a) 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 **s.21(1)** per occurrence and at least **s.21(1)** 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 leased or licenced vehicles with coverage of not less than **s.21(1)** per occurrence and at least **s.21(1)** 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.
- (b) 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.
- (c) 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.
- (d) 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) s.21(1) per occurrence and at least s.21(1) of annual aggregate coverage for food vendor contractors;
  - (ii) s.21(1) per occurrence and at least s.21(1) of annual aggregate coverage for liquor purveyor contractors; and
  - (iii) s.21(1) per occurrence and at least s.21(1) of annual aggregate coverage for all other contractors and subcontractors.
- (e) 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, to evidence 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 respective officers, commissioners, elected or appointed officials, employees, and agents of the City, the Vancouver Police Board, Vancouver Fire & Rescue Services, and the Vancouver Board of Parks and Recreation (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, Licencee Personnel, or any other person(s), including without limitation any guests or attendees of the Event, except for any Losses that result from the gross 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

- (a) 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).
- (b) 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 24 hours of receipt of written notice of default 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 default. 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 with supporting documentation from the City, pay to the City the amount of its actual costs incurred by the City to remedy the default or failure. If the Licencee fails to pay the City such costs, interest will accrue on the outstanding amount pursuant to Section 14 of this Agreement. If the Licencee fails to correct or take steps to commence to correct and remedy a default within 24 hours of receipt of written notice of default from the City, the City may immediately terminate or suspend this Agreement by giving written notice of such termination or suspension to the Licencee.

### **14. INTEREST ON ARREARS**

All invoices submitted to the Licencee by the City are due and 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) if the Licencee breaches any provision of this Agreement;
- (b) in the City's discretion, there is an emergency that requires the City to use all or any portion of the Licence Area to respond to the emergency (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
- (c) 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. 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.

**17. 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.

**18. NOTICES**

- (a) 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, depositing in the mail, postage pre-paid by registered mail, or by e-mail to the e-mail address indicated below, a letter addressed to:

**BRAND.LIVE Management Group Inc.**  
Suite 200 – 1575 West Georgia Street  
Vancouver, BC V6G 2V3

Attention: Paul Runnals  
E-mail: [prunnals@brandlivegroup.com](mailto:prunnals@brandlivegroup.com)

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.

- (b) 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, BC V6G 1Z4

Attention: General Manager  
E-mail: \_\_\_\_\_

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.

- (c) 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, or in the case of e-mail where an e-mail address is provided above, as of the date of e-mail.

**19. 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. Likewise, the City has no ownership, license, or other rights in or to the Event's intellectual property, branding, or trademarks, nor is it affiliated with them, and the City covenants to refrain from so representing to any party.

**20. MUNICIPAL POWERS**

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

**21. 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.

**22. TIME OF ESSENCE**

Time is of the essence in this Agreement.

**23. 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.

**24. 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.

**25. EXECUTION**

This Agreement may be executed by the parties and transmitted by fax or other electronic means and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original 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.

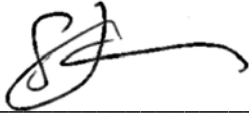
**27. CAPTIONS AND HEADINGS**

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.

*[signature page to immediately follow]*

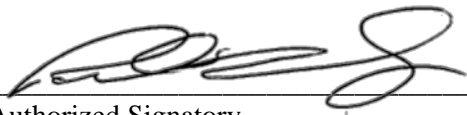
**IN WITNESS WHEREOF** the Parties have executed this Agreement as of the Effective Date.

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



\_\_\_\_\_  
Authorized Signatory

**BRAND.LIVE MANAGEMENT GROUP INC.**



\_\_\_\_\_  
Authorized Signatory

