

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

This **VENUE USE AGREEMENT** is dated as of and effective May 14, 2021 (the “**Effective Date**”).

BETWEEN:

2021 CANADA GAMES HOST SOCIETY INC. (the "Host Society")

AND

Town of Niagara-on-the-Lake (the “Licensor”)

WHEREAS

- A. The Host Society is organizing the 2022 Canada Games which will be hosted in the Niagara region from August 6 to 22, 2022;
- B. The Licensor owns the lands, buildings and/or facilities commonly known as The Niagara-on-the-Lake Tennis Club and Pool located at 370 King St. in Niagara-on-the-Lake, ON; and
- C. The Licensor wishes to make available, and the Host Society wishes to use such lands, buildings and/or facilities for the 2022 Canada Games.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

- 1.1 Definitions** - For the purposes of this Agreement and the Schedules attached hereto, the following terms shall have the following meanings:

“**Agreement**” means this Venue Use Agreement and the Schedules attached hereto, as may be amended from time to time in accordance with the terms hereof;

“**Games**” means the 2022 Canada Games;

“**Games Period**” means the period that the Venue will be used for the Games as described in *Schedule B - Venue Access*, and such reasonable period as is necessary to commission and decommission the Venue for such use;

“**Party or Parties**” means a party or parties, respectively, to this Agreement; and

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

“**Venue**” means those lands, buildings and/or facilities owned by the Licensor and described in *Schedule A – Venue Description*, together with such ancillary facilities, furniture, fixtures and equipment as are necessary for the general services identified in Schedule A and the Host Society’s other reasonable purposes.

2. GRANT OF LICENSE

- 2.1. **Games Period Use** - The Licensor hereby grants to the Host Society an exclusive license to use the Venue for the Games Period. The Licensor acknowledges and agrees that the Games Period described in *Schedule B - Venue Access* is subject to change.
- 2.2. **Pre and Post Games Period Activities** – The Licensor hereby grants the Host Society a non-exclusive license to use the Venue before and after the Games Period for activities related to the Games such as promotion and planning of the Games. The Host Society shall provide reasonable notice to the Licensor regarding any such proposed activities and, provided that no contractual or operational conflict is anticipated, the Licensor will allow the Host Society to access and use the Venue for any such activities.
- 2.3. **Venue Modifications** - The Licensor shall provide the Host Society access to the Venue before and after the Games Period to undertake the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*, and to return the Venue to its same condition, reasonable wear and tear excepted, or to such other condition described in *Schedule C – Venue Modifications*. The Licensor acknowledges and agrees that the *Venue Fit-Out Plan* referred to in section 5 of this Agreement may change the Venue Modifications described in *Schedule C*, the Venue Access described in *Schedule B*, and the Venue Description in *Schedule A*.
- 2.4. **Test Events** – The Parties acknowledge that the Host Society may also require use of the Venue before the Games Period for events to test any venue modifications or the readiness of the Venue or the Host Society to host the Games. The Host Society shall provide reasonable notice to the Licensor regarding any such proposed test event and, provided that no contractual or operational conflict is anticipated, the Licensor will allow the Host Society to access and use the Venue for any such test event.
- 2.5. **Permanent Upgrades** - The Licensor agrees to undertake those permanent upgrades to the Venue described in *Schedule E - Permanent Upgrades* to the reasonable satisfaction of the Host Society and in accordance with the schedule identified for such permanent upgrades in *Schedule E*.

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

- 2.6. Costs** – The Host Society shall be entitled to the rights for access and use of the Venue granted in this Agreement for no fees and at no cost other than as expressly provided for in this Agreement. The Licensor shall be responsible for all normal operating and utility costs attributable to the operation of the Venue, including property taxes, janitorial and housekeeping costs, security costs, environmental management and waste recycling, collection and disposal costs, electrical power, heating, water, ventilation and air conditioning costs, and maintenance and repair costs that the Licensor or its operator would normally incur in the operation of the Venue. The Host Society shall be responsible for any incremental costs for additional services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating and utility costs and are expressly described in *Schedule D – Costs*. The Host Society shall also be responsible for any repair costs to the Venue and its contents due to damage attributable to the use of the Venue by the Host Society during the Games Period, except for reasonable wear and tear. The Host Society shall have the option to enter into agreements independently of the Licensor in relation to the Host Society's use of the Venue as it considers necessary.

3. SERVICES AND MAINTENANCE

- 3.1. Janitorial and Housekeeping Services** - The Licensor shall provide janitorial and housekeeping services for the Venue washrooms during the Games Period in line with the level of service that the Licensor would normally provide for its own operations. With the prior consent of the Licensor, which consent shall not be unreasonably withheld, such janitorial and housekeeping services may be rescheduled by the Host Society to accommodate Games activities during the Games Period. The Host Society shall be responsible for any incremental costs for additional janitorial and housekeeping services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*, and for any costs for any additional janitorial and housekeeping services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional janitorial and housekeeping services provided by the Host Society complement the janitorial and housekeeping services normally provided at the Venue.
- 3.2. Security Services** – The Host Society shall be responsible for any incremental costs for security services attributable to the use of the Venue by the Host Society during the Games Period and are expressly described in *Schedule D – Costs*.
- 3.3. Environmental Management and Waste Services** – The Licensor shall provide environmental management and waste recycling, collection and disposal services for the Venue during the Games Period in line with the level of service that the Licensor would normally provide for its own

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

operations. With the prior consent of the Licensor, which consent shall not be unreasonably withheld, such environmental management and waste recycling, collection and disposal services may be rescheduled by the Host Society to accommodate Games activities during the Games Period. The Host Society shall be responsible for any incremental costs for additional environmental management and waste recycling, collection and disposal services attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*, and for any costs for any additional environmental management and waste recycling, collection and disposal services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional environmental management and waste recycling, collection and disposal services provided by the Host Society complement the environmental management and waste recycling, collection and disposal services normally provided at the Venue.

- 3.4. Heating, Water, Ventilation and Air Conditioning** - The Licensor shall provide heating, water, ventilation and air conditioning for the Venue during the Games Period in line with the levels that the Licensor would normally provide for its own operations. The Host Society shall be responsible for any incremental costs for additional heating, water, ventilation and air conditioning attributable to the use of the Venue by the Host Society during the Games Period that fall outside the Licensor's normal operating costs and are expressly described in *Schedule D – Costs*.
- 3.5. Maintenance and Repair** – The Licensor shall maintain and repair the systems, facilities, and equipment necessary for the proper operation of the Venue to ensure continuous, reliable and normal operation during the Games Period, and shall be responsible for all costs of maintaining and repairing such systems, facilities and equipment during the Games Period. The Licensor shall ensure that the Venue and the systems, facilities, and equipment necessary for the proper operation of the Venue comply with all applicable laws, including all applicable fire and building codes. The Licensor shall provide the Host Society with access to all relevant plans for the Venue and its proper operation including all relevant emergency plans.
- 3.6. Labour** - In accordance with a mutually acceptable work plan, the Licensor's operating staff at the Venue may be supplemented during the Games Period by the Host Society's staff, volunteers and contracted service providers. The Host Society acknowledges the Licensor's legal obligations as an employer, and agrees to accommodate any labour relations or other regulatory implications in the development and implementation of any such work plan. The Host Society shall be responsible for training its staff and volunteers to comply with any applicable statutory and reasonable Licensor requirements.

4. FURNITURE, FIXTURES, EQUIPMENT AND STORAGE

- 4.1. Furniture, Fixtures and Equipment Use** – During the Games Period, the Host Society shall be entitled to use all fixtures, furnishings and equipment normally situated in the common public areas and other areas of the Venue to be used by the Host Society. The Licensor has the discretion, acting reasonably, to identify any furniture, fixtures or equipment that it deems non-available for use by the Host Society during the Games Period in *Schedule A – Venue Description* or the *Venue Fit-Out Plan* referred to in section 5 of this Agreement. The Host Society shall be entitled to the use of such furniture, fixtures and equipment at the Venue for no fees and at no cost other than as expressly provided for in this Agreement.
- 4.2. Condition of Furniture, Fixtures and Equipment** – Prior to and after the Games Period, the Host Society and the Licensor shall assess the furniture, fixtures and equipment used at the Venue during the Games Period to establish an agreed upon inventory and record regarding the condition of such furniture, fixtures and equipment. The Host Society will be responsible for any loss or damage to such furniture, fixtures and equipment attributable to the use of the Venue by the Host Society during the Games Period, except for reasonable wear and tear, provided that any such loss or damage is identified by such inventory and record.

5. VENUE MODIFICATIONS AND FIT-OUT

- 5.1. Modifications** – The Host Society has the right to undertake the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*.
- 5.2. Venue Fit-Out Plan** - Subsequent to the execution of this Agreement, a fit-out plan (the "*Venue Fit-Out Plan*") shall be developed by the Host Society which shall describe in greater detail the improvements, alterations, modifications, renovations and fit-out to the Venue described in *Schedule C – Venue Modifications*, including the Venue spaces, temporary structures and planned uses during the Games Period and the commissioning and decommissioning of those Venue spaces and temporary structures. The *Venue Fit-Out Plan* shall be subject to the prior consent of the Licensor, which consent shall not be unreasonably withheld.
- 5.3. Modifications to Accommodate Accessibility** - The Licensor acknowledges that the Host Society is committed to the integration of physically-challenged athletes, volunteers and spectators into the Venue where appropriate. The Licensor shall permit the Host Society to undertake accessibility inspections of the Venue and to undertake such reasonable improvements, alterations, modifications, renovations and fit-out to the Venue to support such accessibility initiatives as described in the *Venue Fit-Out Plan*.

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

- 5.4. **Return of Venue** – Excluding any permitted improvements, alterations, modifications or renovations which the Host Society and Licensor intend to be permanent and to remain part of the Venue as described in *Schedule C – Venue Modifications* or the *Venue Fit-Out Plan*, the Host Society shall return the Venue following the Games Period to the Licensor in the same condition as when it took possession, reasonable wear and tear excepted.

6. ENVIRONMENT

- 6.1. **Smoke-Free Environment** - The Host Society and the Licensor shall adhere to Regional by-law for a smoke-free environment at the Venue during the Games Period. Smoking areas at the Venue may be designated pursuant to applicable laws. In addition, the Licensor shall not sell, advertise, promote or exhibit tobacco products in any location at the Venue which is accessible to athletes at the Games.

7. PARKING

- 7.1 **Security Controls and Signage Requirements** – During the Games Period, the Host Society shall have the right to erect and maintain, at its own cost, parking signage and security controls for those parking areas at the Venue including those on King St. described in *Schedule A – Venue Description*, *Schedule C – Venue Modifications* or the *Venue Fit-Out Plan*.

8. SIGNAGE

- 8.1. **Venue Identification Signage** - The Host Society shall have the right to install at, on or in the Venue any signage identifying the Venue as a venue for the Games at its own cost provided it is inside Memorial Park.
- 8.2. **Other Signage** - The Host Society shall also have the right to install at, on or in the Venue any interior or exterior signs, banners, posters, flags or displays (electronic or otherwise) for any pageantry, operational, way-finding, promotional, sponsorship, advertising or other purposes related to hosting the Games at its own cost.
- 8.3. **Notice and Timing** - The *Venue Fit-Out Plan* developed by the Host Society shall generally describe the signage which the Host Society plans to install at, on or in the Venue, and the schedule for the installation of such signage in advance of the Games Period and the removal of such signage after the Games Period.
- 8.4. **Coverage of Existing Signage** - The Host Society shall have the right and sole discretion to identify

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

any existing signage at, on or in the Venue that will be covered or removed during the Games Period. Provided the Host Society has given advance notice to the Licensor, the Host Society may cover or remove any such identified signage.

9. TECHNOLOGICAL AND COMMUNICATION REQUIREMENTS

- 9.1. Technology Additions** - The Host Society may install at the Venue additional telephone, public address, internet, computer or other technology or communications equipment or systems for its use during the Games Period at its own cost. The *Venue Fit-Out Plan* developed by the Host Society shall generally describe such technology additions and the schedule for their installation in advance of the Games Period and removal after the Games Period.

10. TICKETING AND OTHER REVENUE GENERATION

- 10.1 Ticket Sales and Other Revenue Generation** - Except as otherwise provided in this Agreement, the Host Society shall have the exclusive right to all commercial benefits of the Games in relation to its use of the Venue including, without limitation, the exclusive right:

- 10.1.1.** to sell tickets of admission to Games events via the Games ticketing platform(s) and to levy other charges on persons attending the Games;
- 10.1.2.** to solicit the contribution or donation of funds, goods or services through sponsorship;
- 10.1.3.** to license, manufacture and sell Games-related merchandise; and
- 10.1.4.** to all gaming activities including 50/50 tickets, lottery tickets and casino gaming that meets all Provincial rules and regulations..

- 10.2. Entry** - The Licensor agrees and acknowledges that it shall not charge any person for entry to the Venue or for use of the Venue during the Games Period, except where normal parking charges apply for surrounding parking spaces or facilities unless permitted through permits issued by the Licensor.

11. VENUE/SPORT LEGACY

- 11.1. Venue/Sport Legacy Agreement** – Subsequent to the execution of this Agreement, the Parties agree that they may enter into negotiations regarding a Venue/Sport Legacy Agreement in relation to the Venue. The Licensor agrees that it will undertake any such negotiations in good faith.
- 11.2. Recognition Plaque** - Following the Games, the Host Society will provide a Canada Games recognition plaque to be placed in a public area on the venue by the Licensor.

12. VENUE TEAM

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

- 12.1. Venue Team Lead** - The Licensor acknowledges that the Host Society shall designate a person to act as the lead (the "**Venue Team Lead**") for the Host Society team responsible for managing the operations at the Venue during the Games Period. Host Society volunteers and staff working at the Venue during the Games Period shall be responsible to and shall accept direction from the Venue Team Lead. During the Games Period, any Licensor concerns regarding operational matters are to be raised with and resolved by the Venue Team Lead. The Licensor may appoint a representative to the Host Society's Venue Team.
- 12.2. Venue Access** - The Licensor acknowledges that Venue access accreditations for the Games Period are provided on a strictly need-to access basis according to responsibilities, and shall provide the Host Society with a proposed plan for its staffing needs at the Venue during the Games Period together with sufficient information for the Host Society to process Venue access accreditations for such staff.

13. FOOD AND BEVERAGE SERVICES

- 13.1. Concession Sales** – The Licensor shall have the option to sell any and all food and beverage items in areas of the Venue accessible to the general public (the "**Concession Sales**") during the Games Period, provided that the Licensor can deliver the Concession Sales at a level of service acceptable to the Host Society. If the Licensor declines this option or is not able to meet the level of service required by the Host Society, in the sole opinion and absolute discretion of the Host Society, the Host Society may assume responsibility for the provision of Concession Sales at the Venue during the Games Period. All proceeds from the provision of Concession Sales will remain with the respective service provider unless otherwise provided herein.
- 13.2. Purchase of Product** - If the Licensor is responsible for the provision of Concession Sales during the Games Period, it shall purchase all necessary product inventory required for the provision of Concession Sales through any authorized supplier of the Host Society or the designated agent of any such authorized supplier. The Host Society shall provide the Licensor with a list of any such authorized suppliers. If the Host Society is responsible for the provision of Concession Sales during the Games Period, the Host Society will retain the right to purchase necessary product inventory from suppliers of its choice and will not be subject to any Licensor supplier agreements.
- 13.3. Catering** – The Host Society may provide any and all food and beverages to Host Society partners, staff, volunteers, athletes, officials, coaches, contractors or guests (the "**Catering Services**") at the Venue during the Games Period. The provision of any such Catering Services shall be subject to the consent of the Licensor, which consent shall not be unreasonably withheld. The Host Society shall have the option to enter into agreements independently of the Licensor for the purposes of

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

providing any such Catering Services. The Host Society may also use vending machines to provide a portion of any such Catering Services.

- 13.4. Alcoholic Beverages** - The Host Society's Catering Services may include the provision of alcoholic beverages provided appropriate permits are obtained. Further, the Host Society may sell alcoholic beverages to Host Society partners, staff, volunteers, athletes, officials, coaches, contractors or guests at the Venue during the Games Period. The Host Society agrees that the provision of any such services shall be subject to the consent of the Licensor, which consent shall not be unreasonably withheld. The Host Society shall have the option to enter into agreements independently of the Licensor for the purposes of providing any such services.

14. INSURANCE

- 14.1. Licensor Insurance** - The Licensor's Commercial General Liability insurance in respect of the Venue shall include coverage for bodily injury liability, personal injury liability, property damage liability, premises and operations liability, blanket contractual liability, products/completed operations liability and non-owned automobile liability, with limits not less than five million dollars (\$5,000,000) for each occurrence. The Licensor shall add the Host Society and its directors, officers, employees, agents, contractors and volunteers as additional insureds to such insurance coverage in respect of the Venue and any liability arising out of the operations of the named insured, and ensure that such insurance coverage includes a cross liability and severability of interest clause and that the Host Society and each such insured person is protected in the same manner and to the same extent as though a separate policy had been issued to each, but will not be required to increase the limits of liability as identified above beyond the amount or amounts for which the Licensor would be liable if there had been only one insured. Any failure to comply with any provision of such insurance coverage by the named insured shall not affect the coverage provided to the Host Society. The Licensor shall provide the Host Society with proof of compliance with this section upon its request and shall maintain the insurance coverage required by this section throughout the Games Period. Any reduction in the Licensor's insurance coverage as required by this section must be approved in writing by the Host Society.
- 14.2. Host Society Insurance** - The Host Society's Commercial General Liability insurance in respect of the Venue shall include coverage for bodily injury liability, personal injury liability, property damage liability, premises and operations liability, blanket contractual liability, products/completed operations liability and non-owned automobile liability, with limits not less than five million dollars (\$5,000,000) for each occurrence. The Host Society shall add the Licensor and its directors, officers, and employees as additional insureds to such insurance coverage in respect of the Venue and any liability arising out of the operations of the named insured, and ensure that such insurance coverage

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

includes a cross liability and severability of interest clause and that the Licensor and each such insured person is protected in the same manner and to the same extent as though a separate policy had been issued to each, but will not be required to increase the limits of liability as identified above beyond the amount or amounts for which the Host Society would be liable if there had been only one insured. Any failure to comply with any provision of such insurance coverage by the named insured shall not affect the coverage provided to the Licensor. The Host Society shall provide the Licensor with proof of compliance with this section upon its request and shall maintain the insurance coverage required by this section throughout the Games Period. Any reduction in the Host Society's insurance coverage as required by this section must be approved in writing by the Licensor.

14.3.

15. TERMINATION

- 15.1. Termination for Cause** - The Host Society shall have the right to immediately terminate this Agreement by written notice if:
- 15.1.1.** an effective resolution is passed for the winding up of the Licensor;
 - 15.1.2.** a petition is filed or an order is made for the winding up or liquidation of the Licensor and such petition or order is not diligently opposed by the Licensor;
 - 15.1.3.** the Licensor becomes insolvent or makes a bulk sale of its assets or a general assignment for the benefit of its creditors or a proposal under the Bankruptcy and Insolvency Act (Canada);
 - 15.1.4.** a bankruptcy petition is filed and presented and is not diligently opposed;
 - 15.1.5.** a custodian or receiver/manager or any other officer with similar powers is appointed in respect of the Licensor or its properties or any part thereof and the Licensor has not diligently moved to set such appointment aside;
 - 15.1.6.** any proceedings are commenced in respect of the Licensor under creditors arrangements legislation and are not diligently opposed by the Licensor;
 - 15.1.7.** a substantial change occurs in control or operating management of the Licensor which, in the sole opinion and absolute discretion of the Host Society, adversely affects the ability of the Licensor to perform its obligations under this Agreement or which is detrimental to the interests of the Host Society; or
 - 15.1.8.** the Licensor engages in conduct, which in the sole opinion and absolute discretion of the Host Society, reflects or could reflect unfavorably upon the name, reputation or image of the Host Society or the Games.
- 15.2. Termination for Convenience** - The Host Society may, without any penalty whatsoever, terminate this Agreement on thirty (30) days' written notice to the Licensor.
- 15.3. No Termination by Licensor** - The Licensor shall not terminate this Agreement for any reason. The

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

Licensor recognizes that a breach by the Licensor of the covenant herein contained would result in damages to the Host Society and that the Host Society could not adequately be compensated for these damages by monetary award and the Licensor agrees that in the event of any breach, in addition to other remedies available to the Host Society, at law or in equity, the Host Society shall be entitled as a matter of right to apply to a court of competent jurisdiction for any relief by way of restraining order, injunction, decree or otherwise that may be appropriate to ensure compliance with the provisions of this Agreement.

15.4. Cancellation - In the event that the Games are not held for any reason, or the sport for which the Host Society is using the Venue is not included in the Games, the Parties shall not be obligated to any further performance of this Agreement and the rights granted and obligations imposed hereunder shall terminate upon written notice thereof from the Host Society. Specifically, no payments shall be required to be made hereunder on and after the date of such announcement, with the exception of any payments required pertaining to 2.5 and described in Schedule E.

15.5.

16. CONFIDENTIALITY

16.1. Confidential Information - Each Party (each, a "**Receiving Party**") acknowledges that in the contemplation, negotiation and performance of this Agreement, such Receiving Party may gain, or may have gained, access to information that is confidential in nature regardless of whether it is identified as confidential (the "**Confidential Information**") of the other Party (the "**Disclosing Party**"). The Receiving Party will keep Confidential Information of the Disclosing Party strictly confidential, and will only disclose and use such Confidential Information to the extent required to perform its obligations under this Agreement. The Receiving Party will cause those persons to whom it discloses Confidential Information to be bound by the confidentiality provisions hereof or substantially consistent provisions and will be responsible for any unauthorized disclosure by such persons. Notwithstanding the foregoing, the Receiving Party will not be liable for disclosure of Confidential information that:

- 16.1.1.** is or becomes part of the public domain without a breach of this Section by the Receiving Party;
- 16.1.2.** is received by the Receiving Party from a third party lawfully entitled to disclose such information at the time of disclosure;
- 16.1.3.** is independently developed by the Receiving Party without use of information disclosed by the Disclosing Party and can be proven as such by the Receiving Party; or
- 16.1.4.** is disclosed pursuant to an order of a governmental or regulatory authority of competent jurisdiction or as required by applicable law, provided that the Receiving Party gives the Disclosing Party prompt notice of such order, so that the Disclosing Party may contest such order.

17. INDEMNIFICATION

- 17.1. Indemnification by the Licensor** - The Licensor will indemnify and save the Host Society and its directors, employees, agents, volunteers and independent contractors (the “**Host Society Indemnified Persons**”) harmless from and against any and all actions, proceedings, claims, demands, losses, liabilities, debts, costs and damages including, without limitation, with respect to loss of life, personal injury or damage to property, that may be brought against or suffered by the Host Society Indemnified Persons or that they may sustain, pay or incur that are attributable to the willful misconduct or negligent actions or omissions of the Licensor in relation to this Agreement, except to the extent that such actions, proceedings, claims, demands, losses, liabilities, debts, costs or damages are the result of misrepresentation or negligence by the Host Society Indemnified Persons, or any breach of contract by the Host Society Indemnified Persons.
- 17.2. Indemnification by the Host Society** - The Host Society will indemnify and save the Licensor and its directors, employees, agents and independent contractors (the “**Licensor Indemnified Persons**”) harmless from and against any and all actions, proceedings, claims, demands, losses, liabilities, debts, costs and damages including, without limitation, with respect to loss of life, personal injury or damage to property, that may be brought against or suffered by the Licensor Indemnified Persons or that they may sustain, pay or incur, that are attributable to the willful misconduct or negligent actions or omissions of the Host Society, except to the extent that such actions, proceedings, claims, demands, losses, liabilities, debts, costs or damages are the result of misrepresentation or negligence by the Licensor Indemnified Persons, or any breach of contract by the Licensor Indemnified Persons.
- 17.3. Limitation of Liability** - Except for a breach of confidentiality obligations, instances of third-party loss of life or personal injury or for intellectual property infringement indemnification obligations, under no circumstances will either Party be liable to the other for any economic, commercial, special, consequential, incidental, exemplary or indirect damages, even if the other Party has been advised of the possibility of such damages. Further, under no circumstances will the Host Society be liable to the Licensor for any perceived or actual loss of revenue by the Licensor in relation to the Venue.

18. GENERAL

- 18.1. Term** – The term of this Agreement shall commence on the Effective Date and shall expire and be terminated in accordance with the terms and conditions of this Agreement and ultimately on December 31, 2022.

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

- 18.2. Governing Law** – This Agreement and the rights, obligations, and relations of the Parties will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable federal laws of Canada. Any actions or proceedings arising in connection with this Agreement will be conducted in the Courts of Ontario, which will have exclusive jurisdiction over such proceedings.
- 18.3. Force majeure** - No Party is responsible for damages caused by delay or failure to perform undertakings under the terms of this Agreement when the delay or failure is owing to fires, floods, severe snow storms, earthquakes, landslides, acts of war or terrorism, acts of God, strikes, lockouts, labour disputes, labour controversies, shortages of water or power, civil or military authority, pandemic, or by any other cause of any kind whatsoever beyond the control of the Parties.
- 18.4. Association** – The Parties acknowledge and agree that they are independent contractors with respect to all matters contemplated herein or otherwise and no partnership, agency, or employee relationship is intended or created by this Agreement.
- 18.5. Notices** - Any notice given hereunder will be deemed to have been duly and properly given if delivered personally, electronically or if mailed by prepaid registered post addressed below or at such other address as any such Party may from time to time designate by notice in writing to the other Party:
- To the Licensor: Town of Niagara-on-the Lake
1593 Four Mile Creek, PO Box 100, Virgil, ON L0S 1T0
Attention: Kevin Turcotte, Manager of Parks and Recreation
(kevin.turcotte@notl.com)
- To the Host Society: 2021 Canada Games Host Society
25 Corporate Park Drive, Suite 302,
St. Catharines, ON L2S 3W2.
Attention: Peter Jones, Sr. Manager, Planning and Operations
(pjones@2022canadagames.ca)
- 18.6. Entire Agreement** - This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and will supersede any other oral or written agreements with respect to such subject matter. This Agreement may not be changed or modified except by an instrument in writing, duly executed by both the Host Society and the Licensor. No waiver of any provision hereunder will be considered effective or binding unless in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach

NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

waived.

- 18.7. Assignment** - This Agreement will enure to the benefit of, and be binding upon, the Parties and their respective successors and permitted assigns. Neither Party may assign its interest in this Agreement to any other person without the prior written consent of the other Party. For purposes of this subsection, a change of control will be deemed to be an assignment.
- 18.8. Severability** - If any provision of this Agreement is declared illegal, invalid, void or unenforceable by any judicial or administrative authority, that provision will be severed from this Agreement and the validity of the other provisions and of this Agreement will not be affected.
- 18.9. Further Acts** - Each of the Parties will do all such acts and things and execute and deliver all such instruments, writings and assurances as may be necessary to give full effect to this Agreement.
- 18.10. Survival** - The provisions of this Agreement which by their nature continue after the expiration or termination of this Agreement shall be and remain in force notwithstanding such expiration or other termination.
- 18.11. Schedules** - The following Schedules form part of this Agreement:
- *Schedule A - Venue Description*
 - *Schedule B - Venue Access*
 - *Schedule C - Venue Modifications*
 - *Schedule D - Costs*
 - *Schedule E - Permanent Upgrades*
- 18.12. Execution by Counterparts** - This Agreement may be executed in any number of counterparts or by fax or other electronic means, each of which will be deemed an original and all of which together will constitute one and the same contract.



NIAGARA 2022 CANADA SUMMER GAMES | JEUX D'ÉTÉ DU CANADA NIAGARA 2022

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives, as of the Effective Date.

2021 CANADA GAMES HOST SOCIETY

Per:

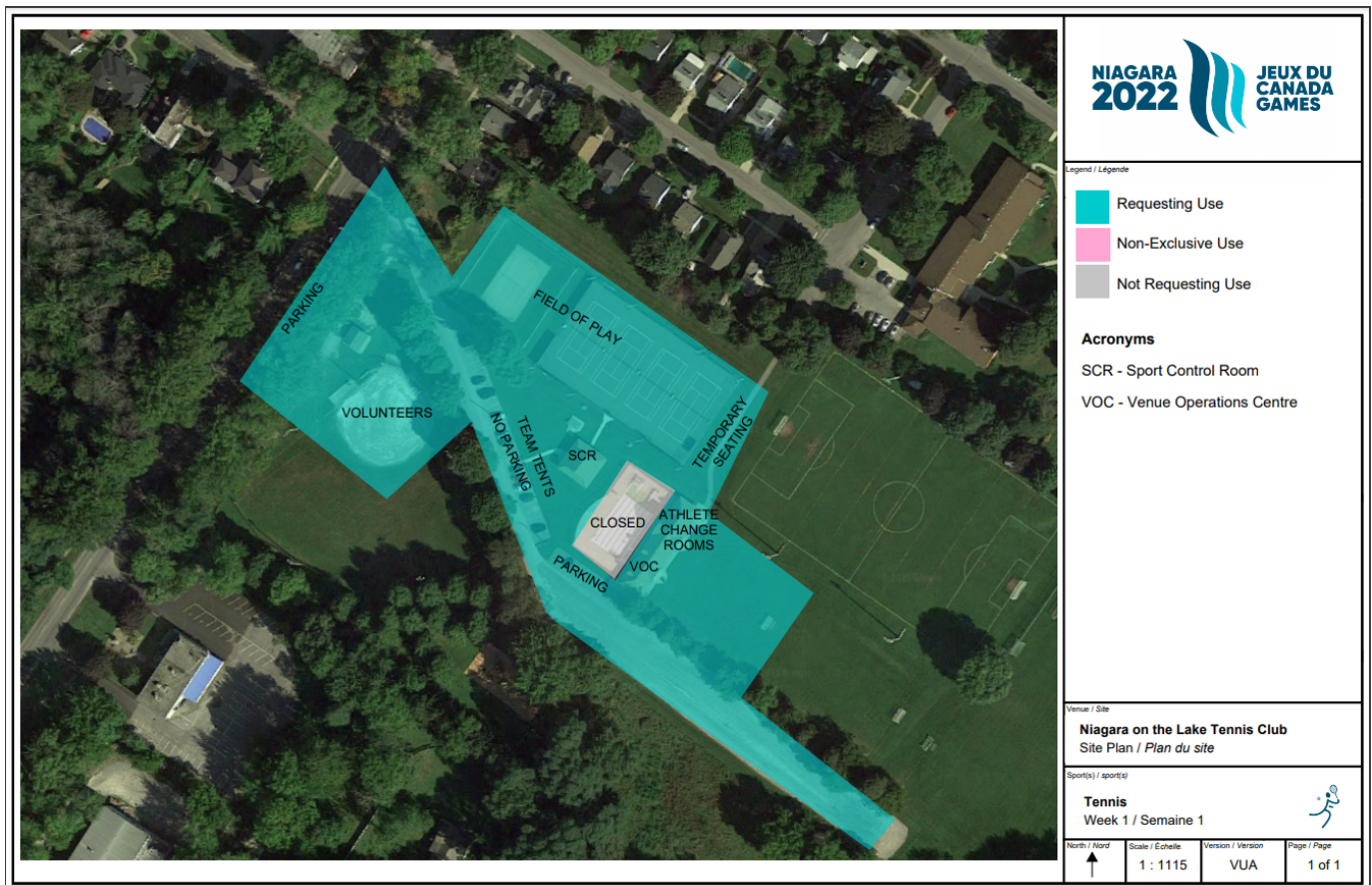
Town of Niagara-on-the-Lake

Per:

Schedule A – Venue Description

Space usage:

Niagara-on-the-Lake Tennis Club and Pool facility located in Memorial Park, at 370 King St. Niagara-on-the-Lake, ON



Spaces and Services, to be assigned during the Venue Operational Planning Process:

Protocol

- Area for medal or other presentations
- Storage of medals
- VIP seating

Volunteers

- Space for volunteer lounge
- Space for volunteer check in

Sport Operations

- Field of Play that meets Canada Games standards provided below
- Back of house space for sport operations office
- Access to space for athlete dressing rooms, lounges
- Access to space for officials dressing rooms
- Scoreboards
- Space for results boards

Venue Operations

- Space for venue operations centre
- Accessible venue
- Cleaning and waste removal

Venue Overlay

- Space for temporary infrastructure, including tents, trailers, bleachers, portable washrooms, fencing and other utilities based on requirements
- Venue diagrams/CADs
- General furnitures, fixtures and equipment
- Access to sound and PA systems where available

Signage, Pageantry and Fabrication

- Ability to post signs, put up flags, banners etc
- Beautification of flower beds and other space around Venue

Food Services

- Ability to bring in food from outside vendors/centralized services, subject to the Licensor having first right of refusal
- Space for participant and volunteer feeding

Security

- Security office
- Access control points

Medical

- Medical office

Transportation

- Parking for accredited Games family (no cost to accredited individuals)
- Space for participant transport systems
- Spectator parking (pay or free)

Logistics

- Space for storage of equipment
- Loading/unloading areas
- Material handling equipment

Information Technology

- Access to phone system
- Access to internet
- Access to network
- Ability to bring in permanent or temporary network

Broadcast and Webcasting

- Broadcast capabilities (space, power, towers etc)

Media Relations

- Media seating
- Media workspace



Marketing

- Ability to place sponsor signage within venue
- Removal or covering up of non-Canada Games sponsor signage
- Space for sponsor activation

Merchandising

- Space for merchandising store

Canada Games Sport Standards - For the Sport of Tennis

	<p>Tennis Venue Requirements Canada Summer Games</p>	
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These venue requirements are meant to be a guide specifically to Canada Games hosting requirements. For more detailed information on venue requirements for Tennis, please refer to:



1. [Rules of the Court rulebook.](#)

VENUE REQUIREMENTS

- Minimum 8 match courts with a centre court designated for finals (plus two practice courts available at all times, within walking distance from competition venue).
- Preferred 12 match courts with a centre court designated for finals (plus two practice courts available at all times, within walking distance from competition venue). An Indoor Court is preferred for back-up in case of inclement weather.

Based on a two-division round robin tournament for male and female singles, male and female doubles and a team event, six days of competition with each playing a maximum of two matches per day.

Updated May 12, 2020

	<p>Tennis Venue Requirements Canada Summer Games</p>	
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DIMENSIONS

COURT

Single	23.77 m x 8.23 m
Double	23.77 m x 10.97 m

ADDITIONAL SPACE REQUIREMENTS

Maximum	3.66 m at sides 6.40 m at ends
Minimum	3.05 m at sides (National Standard) 5.48 m at ends (National Standard)

If there are more than two courts side by side, there should be at least 3.66 m between the courts.

MARKINGS

Service lines – lines drawn across the court, 6.4 m from each side of the nets.

Width 2.5 cm – 5.0 cm

Centre service line – lines drawn halfway between and parallel with the sidelines.



Width 5.0 cm

Base lines – define end boundary of the court.

Width 10.0 cm

Centre mark – a line 10.0 cm in length and 5.0 cm wide. The line is an imaginary continuation of the centre service line and is drawn inside the court at right angles to and in contact with the base line.

The width of all lines is included within the measurements of the court.

	<p>Tennis Venue Requirements Canada Summer Games</p>	
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POSTS

Height	1.07 m
Centre of the posts should be 0.91 m outside the sidelines of the court.	
Outside diameter of posts	0.076 m

NET

Centre height of net	91.4 cm
Length of net	Singles 10.06 m
	Doubles 12.08 m

The net should be suspended from a cord or metal cable 1.5 m longer than the net and with a maximum diameter of 8.0 mm. The ends of the cable should be attached to, or pass over, the tops of the posts. The net, constructed of black or dark green synthetic twine with a 4.5 cm mesh, should touch the ground along the entire length of the court and should be held taut. There should be an adjustable centre net strap fastened to a metal anchor set into court below the centre of the net. The strap is important to ensure that the centre of the net remains at 91.4 cm above the surface. A 10.0 cm – 12.6 cm band of heavy duty canvas should be doubled over the support cable.



SURFACE

The tennis court surface may be of concrete, bituminous material, sand, clay, grass or synthetic materials. Selection of the surface is dependent on a number of factors including maintenance, funds and level of play. The preferred surface is a hard court surface (asphalt).

Each court should drain from side to side, corner to corner or end to end but not to or from the centre line of the court because this has the effect of lowering or raising the net. The drainage should be 0.83% for non-porous surfaces and 0.27% - 0.42% for porous surfaces.

The courts should be enclosed with 11 gauge, 5.0 cm mesh chain link fence at least 3.05 m high.

ILLUMINATION

	<p>Tennis Venue Requirements Canada Summer Games</p>	
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Illuminated courts are not a requirement for the Canada Games. However, if a host only plans to have the minimum of 8 match courts, lit courts will make scheduling easier. Night games often have an appeal from a marketing perspective.

To produce the best quality illumination without introducing glare into the player's field of vision, luminaries beam control and luminary's location must be considered. Luminaires mounted on poles located along the sides of the court produce the best result. If floodlights are located on corner poles they should be shield so as to prevent glare to players in opposite courts and to confine light to area. If luminaires are suspended from cables across the court, the direct light should be controlled with baffles, louvers or shielding techniques to reduce glare. Illumination should be provided to a minimum level of 540 lx measured 1.07 m above the surface of the court. Poles should be a minimum of 10.7 m high; if there are only four poles, they should be at least 12.2 m high and if there are more than two courts, lighting sources should be located on poles up to 15.0 m high.



ORIENTATION

Tennis courts should be located so that the rays of the rising and setting sun do not bisect the court in the direction of play, i.e. the long axis. At a latitude of 45° - 50° N courts located with the long axis running north – south are preferable. This orientation will permit maximum utilization of the courts throughout the day and the playing season. The site should also be sheltered from prevailing winds. Courts should be situated so as to avoid light coloured backgrounds and so that there will be no movable objects, such as cars, at the ends of the courts.

EQUIPMENT

The ball should have a uniform outer surface and be white or yellow in colour. It should be between 6.35 cm and 6.67 cm in diameter and a mass of 56.7 g —58.5 g. The ball shall have a bounce of 1.35 m – 1.47 m when dropped from a height of 2.54 m upon a concrete base. Balls should be approved by Tennis Canada.

6 folding chairs for judges.

	<p>Tennis Venue Requirements Canada Summer Games</p>	
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Tables for officials.

A public address system.

A scoreboard which can indicate the score of each game, set and the final match results and is in full view of players and spectators.

A drinking fountain should be located outside but adjacent to tennis courts.

There should be a tower chair for the umpire with a total height of between 6 and 8 feet.

For singles play there should be net sticks made of 2.5 cm round wood for support the net at 1.06 m when they are placed 91.0 cm outside the side lines. The stick should be marked off at intervals so that it can be used to measure the centre height of the net.

There should be seating facilities near the courts for waiting players.

ANCILLARY FACILITIES

- 11.0 m² dressing space for each court.
- 1 first aid/training room at each location.
- 1 dressing room for officials at each location.

SPECTATOR SEATING

Please note that spectator seating is not a CG core requirement when it comes to hosting and that it will be up to each host to determine how much seating is provided for spectators based on the venues that they have at their disposal.

Updated May 12, 2020

Schedule B – Venue Access

This Schedule describes the period that the Venue will be used for the Games, identifying what will be taking place on certain dates and who will be present on the Venue. This schedule is subject to change and will be updated on an ongoing basis. As such, it will be shared regularly with the licensor.

Date	Activity	Niagara 2022 Presence
Once monthly between date of signing and August 2022 - COVID Dependant	Venue Team Meetings	Up to 25 Niagara 2022 staff and Leadership Volunteers
August 3 - 4, 2022	Commissioning of Venue	Niagara 2022 Fit Out Staff and Volunteers, contractors for signage and temporary overlay
August 5, 2022	Load in	Niagara 2022 Staff and Leadership Volunteers
August 6, 2022	Training	Niagara 2022 Staff and Volunteers, Participants
August 7 - 13, 2022	Competition	Niagara 2022 Staff and Volunteers, Participants, Spectators, VIPs, Media
August 14 - 15, 2022	Decommissioning of Venue	Niagara 2022 Fit Out Staff and Volunteers, contractors for signage and temporary overlay

Schedule C – Venue Modifications

This Schedule describes the improvements, alterations, modifications, renovations and fit-out to be undertaken at the Venue for the Games including which are to be removed and which are to remain after the Games - the *Venue Fit-Out Plan* to be prepared after this Agreement may provide greater description of, and may alter or change, the Venue Modifications.

Temporary Modifications

Signage installation, temporary tents, toilet installation, bleachers and temporary technology infrastructure as required

Schedule D – Costs

The Host Society will be responsible for the following costs:

- Overnight asset protection security; and
- Additional housekeeping services of the changerooms if required.

Schedule E - Permanent Upgrades

The Licensor agrees to make upgrades to the Venue as identified below, and the Host Society agrees to contribute funds for such upgrades as identified below. Such contribution of funds by the Host Society shall be conditional upon their being an equal matching contribution by the Licensor. All such upgrades shall be completed by the Licensor prior to the Games and shall be subject to the reasonable satisfaction and approval of the Host Society.

Description of Upgrades

See included Memo: Schedule E - Appendix A

Recognition Signage

The Licensor agrees that it will install and maintain permanent signage at the Venue that recognizes the contribution made by the Host Society to the upgrades at the Venue. Such signage shall be subject to the reasonable approval of the Host Society.

Approval Process

Prior to commencing the installation or construction of the upgrades, the Licensor will provide the Host Society with a schedule for such work, as well as drawings of the following components of those upgrades so that the Host Society can confirm that they meet Games specifications:

- Original 4 Court resurfacing; and
- Installation of light towers and light on new courts; and
- Various upgrades to the site.

The schedule for the installation or construction of the upgrades shall be subject to the reasonable approval of the Host Society. Further, after the installation or construction of the upgrades are commenced, the Licensor will provide the Host Society with regular progress reports.

Funds

The Host Society agrees to contribute 50% of the reasonable direct costs of the Licensor to install or construct such upgrades to the Venue, provided that the Host Society's contribution to such costs shall not exceed \$40,000.00(Cdn). Without limiting the generality of the foregoing, such direct costs shall not include any applicable taxes paid by the Licensor for such upgrades. Such funds will be provided to the Licensor within 30 days following receipt of acceptable invoices.

Schedule E - Appendix A



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May 12, 2021

Matt Hill
Senior Manager, Legacy & Infrastructure
Email – mhill@2022canadasummergames.ca
25 Corporate Park Drive, Suite 302; Box 10
St. Catharines, ON
L2S 3W2

Re: Infrastructure funding request to resurface four (4) tennis courts located at Memorial Park in the Town of Niagara-on-the-Lake for the Canada Summer Games.

Mr. Hill

Please accept this letter as the Town of Niagara-on-the-Lake's official request to resurface tennis courts, install new lighting fixtures, and perform miscellaneous upgrades at the Memorial Park tennis courts. The Memorial Park tennis courts will be used as a venue to host the Tennis competition for the 2022 Canada Summer Games.

The Town and the 2022 Canada Summer Games have agreed to commit to an investment towards the venue enhancements equally. The Town has agreed (pending Council approval in June 2021) to upgrade the Memorial Park Tennis Courts to adhere to the required technical specifications for the 2022 Canada Summer Games. Facility upgrades include resurfacing and repainting the four existing courts, painting the pavilion, horticultural enhancements, flagpole installation, parking lot enhancements, and lighting. The total cost for upgrading this venue is approximately \$90,000. The 2022 Canada Summer Games will cover \$40,000 (50% of the agreed-upon \$80,000 mutual commitment), and the Town will cover the remaining \$50,000.

The approval of the funding from the Canada Summer Games will allow the Town to complete the upgrades required for the infrastructure at Memorial Park for the 2022 Canada Summer Games. This will be reflected in our Venue Use Agreement. We anticipate council approval at our June Council meeting.

Memorial Park is one of the Town's oldest and best outdoor facilities. The required technical and enhanced improvements to the Tennis Courts and park will benefit athletes and the community. This project will support a memorable and successful event. It will leave a piece of infrastructure that the Town of Niagara-on-the-Lake will enjoy as a legacy project thanks to the 2022 Canada Summer Games.

Appendix A Con't

Sincerely



Sheldon Randall
Direction of Operations
Town of Niagara-on-the-Lake
sheldon.randall@notl.com
905-468-3266

CC: Kevin Turcotte – Manager of Parks and Recreation
Dan Maksenuk – Recreation Supervisor