

THE CORPORATION OF THE
TOWN OF PELHAM
BY-LAW 4414(2022)

Being a by-law to authorize the Mayor and Clerk to enter into a Venue Use Agreement with the 2021 Canada Games Host Society INC with respect to the 2022 Canada Games;

And to authorize the use of such roadways and lands as a Venue for the 2022 Canada Games.

WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to enter into a Venue Use Agreement with the 2021 Canada Games Host Society INC;

AND WHEREAS the Council of the Corporation of the Town of Pelham deems it desirable to make available such roadways and lands for the torch relay event, road cycling race event, and 13 for 13 festival event for Niagara 2022 Canada Games as identified in the agreement attached hereto;

NOW THEREFORE COUNCIL OF THE CORPORATION OF THE TOWN OF PELHAM ENACTS AS FOLLOWS:

(1) THAT the agreement attached hereto and forming part of this By-law between the Corporation of the Town of Pelham and the 2021 Canada Games Host Society INC be and the same is hereby approved.

(2) THAT the Mayor and Clerk be and are hereby authorized and instructed on behalf of the Corporation of the Town of Pelham to execute said Agreement and the Clerk is hereby authorized to affix the Corporate Seal thereto.

ENACTED, SIGNED & SEALED THIS
10th DAY OF JANUARY, 2022.



M. JUNKIN, MAYOR



HOLLY WILLFORD, TOWN CLERK

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

This **VENUE USE AGREEMENT** is dated as of and effective November 1, 2021 (the "**Effective Date**").

BETWEEN:

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

AND

TOWN OF PELHAM (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 roadways and lands indicated in Schedule A; and
- C. The Licensor wishes to make available, and the Host Society wishes to use such lands 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

“**Venue**” means those lands, buildings, roadways 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. 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, including reasonable wear and tear, as identified and agreed to by the Parties 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*.
- 2.3. 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.
- 2.4. 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, provision of WiFi sufficient for Games-time needs, electrical power, heating, water, ventilation and air conditioning

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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, as identified and agreed to by the Parties. 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 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 Licensor shall provide security services for the Venue 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 security 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 security 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 security services the Host Society provides. The Host Society and the Licensor shall work together to ensure that any such additional security services provided by the Host Society complement the security services normally provided at the Venue.

- 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 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. 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.
- 3.5. 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

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- 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. So far as practicable, the Licensor shall also provide the Host Society with use of all storage facilities at the Venue during the Games Period. The Host Society shall be entitled to the use of such furniture, fixtures and equipment and such storage facilities 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, and a traffic control plan. 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

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described in the *Venue Fit-Out Plan*.

- 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, including reasonable wear and tear, as identified and agreed to by both Parties.

6. ENVIRONMENT

- 6.1. Smoke-Free Environment** - The Host Society and the Licensor shall adhere to 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 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.
- 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.

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- 8.4. Coverage of Existing Signage** - The Host Society shall have the right and sole discretion to identify 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. The Host Society will ensure that all traffic and regulatory signage remains in place throughout the Games Period except when required when the Venue is actively in use for the Games.

9. TECHNOLOGICAL AND COMMUNICATION REQUIREMENTS

- 9.1. Technology Additions** - The Host Society may install at the Venue additional telephone, 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 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 if required;
 - 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.

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.

12. VENUE TEAM

- 12.1. Venue Team Lead** - The Licensor acknowledges that the Host Society shall designate a person to

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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

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have the option to enter into agreements independently of the Licensor for the purposes of providing any such Catering Services. The Host Society may also use vending machines to provide a portion of any such Catering 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. Such insurance coverage shall apply as primary insurance and not excess to any other insurance available 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 elected officials, 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 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

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had been only one insured. Such insurance coverage shall apply as primary insurance and not excess to any other insurance available 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.

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 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

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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.

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

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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.
- 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

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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 Pelham
20 Pelham Town Square
PO Box 400
Fonthill, ON, L0S 1E0
Attention: Vicky vanRavenswaay
(vvanravenswaay@pelham.ca)

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

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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.

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

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Per:

Peter Laws
Sr. Manager Planning and Operations

Feb 18/2022

TOWN OF PELHAM

Per:

Holly Wilford
Holly Wilford
Town Clerk

Jan. 13, 2022
Date

Marvin Junkin
MARVIN JUNKIN
MAYOR

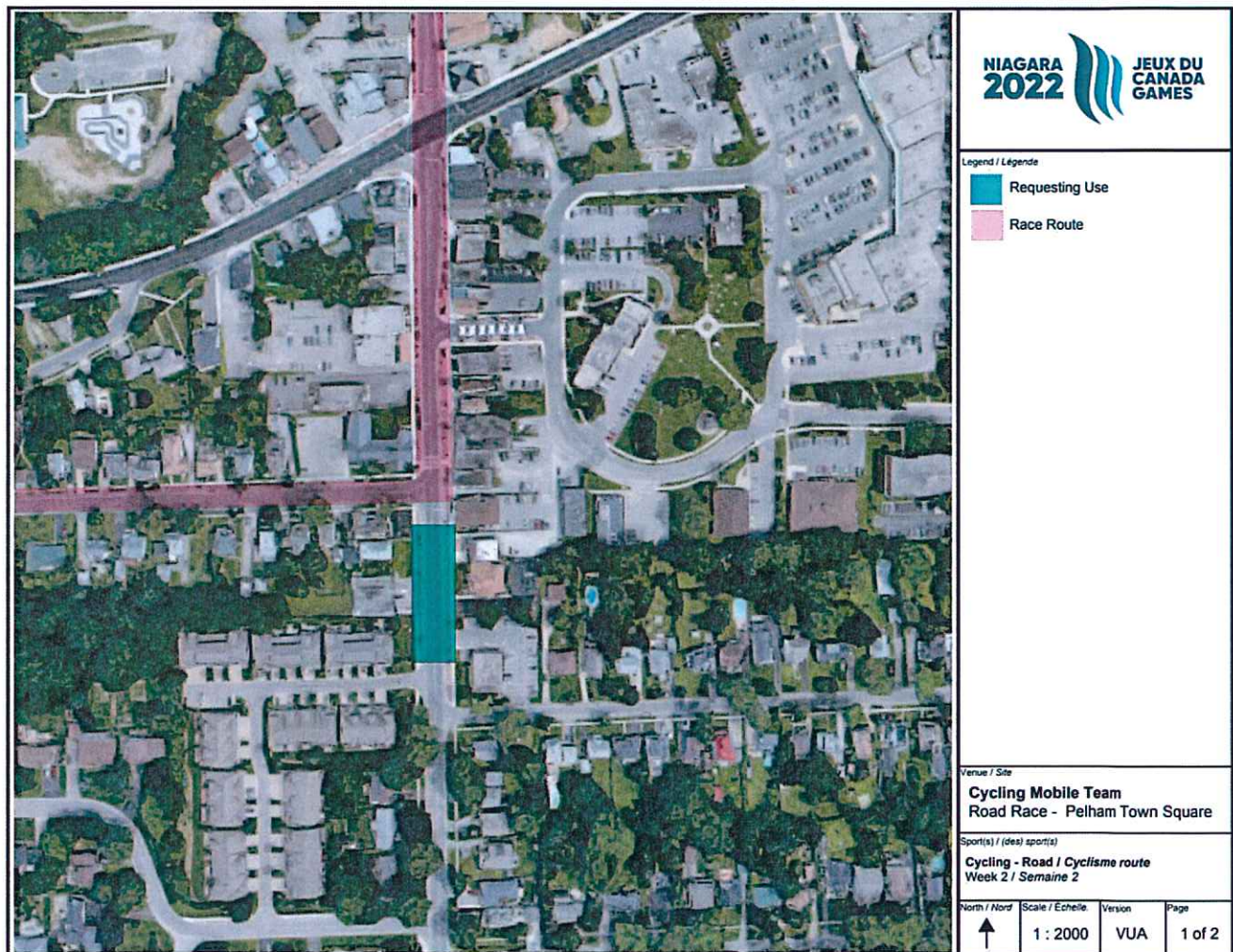
Jan 13, 2022
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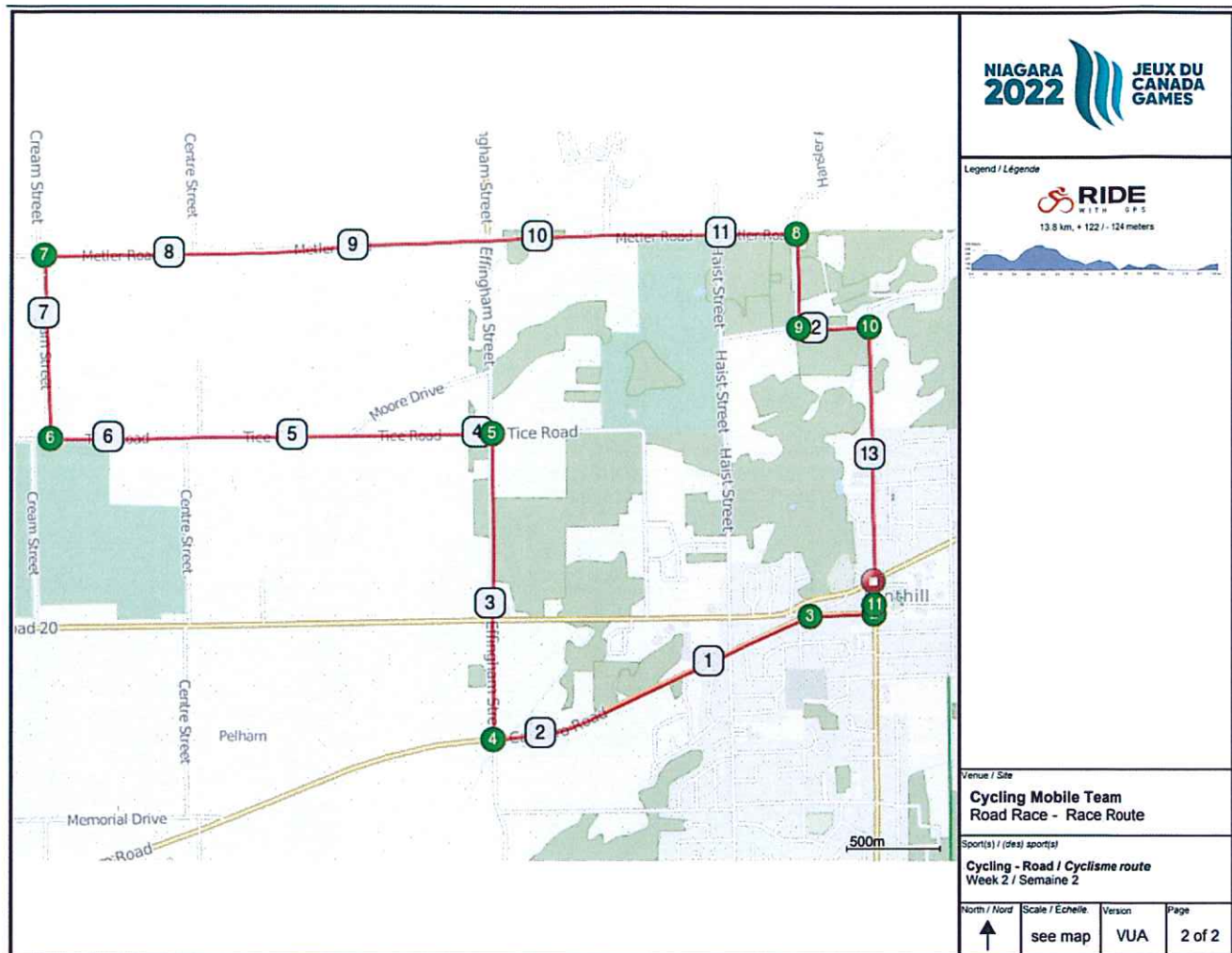
Schedule A – Venue Description

Town of Pelham and surrounding roads scheduled for Road Cycling

Space usage:

To include Volunteer and Officials parking, Athlete drop off areas and support vehicle staging in the vicinity of the start area.





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

To include sweeping of the course route prior to any official training or competition session.

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 feeding • Space for 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 Standards

	Road Cycling Venue Requirements Canada Summer Games	
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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 Cycling, please refer to:

1. Application to Host (Mountain Bike & Road). Available from the Cycling Canada website.

VENUE REQUIREMENTS

- 1 time trial course
- 1 road race course
- 1 criterium course

DIMENSIONS

Disciplines	Course length Min / max	Race distance / Time Women	Race distance / Time Men
Individual time trial	7.5 km – 20 km	15 km	20 km
Road race course	6 km – 12 km	80 km	120 km
Criterium	1 km – 3 km	25 km	40 km

COURSES

Time Trial Course

The course for time trials should be flat with minimal uphill or downhill sections. However, if there are hill sections, the gradient should be no greater than 5% over 500m. Time trial courses must be "out and back". That is, the route has to be covered in both directions with a dead turn at the far end or a full loop from start to finish. To make the distance, the course can be covered by a maximum of two "out and back" laps. The roads should be no less than 6.0m wide, with a finish area of 8.0m wide. The finish area should be straight and flat, or gently rising, 400m in length. The Start Ramp should be in accordance with UCI requirements.

Road Race Course

The road race may be over a course of varying characteristics. The road race course should be 6.0km-12.0km in circumference (optimum 10.0 km) with varying climbs, downhills (maximum gradient 10%) and flat sections.

Approved by CCA & CGC July 16th, 2007
Updated August 25th, 2015

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

	Road Cycling Venue Requirements Canada Summer Games	
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Criterion Course

The criterium course should be a flat loop of 1km to 3km in distance (optimum one 1.5km loop). The course should favor a sprint finish. One pit lane of 100m x 4m deep must be placed in close proximity to the start/finish line for services by the team mechanics. Note: There should be a break in the barriers near the start/finish to allow the commissaire to pull riders that are being lapped and allow them to safely exit the course.

SURFACE

The surface for all courses should be smooth pavement, in good condition with no potholes.

SAFETY

If possible there should be total road closure for all events. If this is not possible, all on-coming traffic should be stopped by motorcycle police. All junctions should be closed and police controlled and overtaking traffic should be restricted by police. Police authorization is required for public road closure and police presence is required during the race. The average speed of the race is approximately 38 km/h - 42 km/h.

EQUIPMENT

Commissaire unit capable of supporting 6 persons to be located at all start-finish lines, 3ft from the ground and fully covered.

Barriers should be located on both sides of the road for the final 300.0 m and for 50.0 m beyond the finish line.

The start/finish areas of each event must be fenced according to UCI rules.

Banner at finish line (at least 8 m wide).

Flamme rouge (red flag) 1km from the finish line (at least 8 m wide)

Pylons, cones and straw bales.

Timing tent with power 10 x 15 feet at finish line.

Stop watches and timing equipment according to UCI requirements.

There should be a public address system and in addition walkie-talkie link between marshals.

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There should be a one-way radio link to service vehicles, and a two way link to race control cars.

Race control equipment includes flags, bells, frame and athletic numbers and 10.0 km, 5.0 km, 3.0 km, 2.0 km, and 1.0 km, 500m, 250m, 100m and 50m to go signs, and directional course signage.

A scoreboard for posting results.

Ideally, there should be a team tent for each team.

ANCILLARY FACILITIES

111.0 m² of dressing space.

1 first aid/training room with medical control facilities.

Temporary or permanent building provided for race headquarters.

A timing tent with power 10 x 15 feet at the finish line is required (can be combined with the commissaire office).

Portable bathroom.

1 tent at each venue (road course, criterium course, time trial course) for the Team Mechanics (electricity & running water not necessary).

1 storage working area per team (for the Team Mechanic) with heavy security for bikes. This should be close to the *Athletes' Village*, and have electricity and running water.

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.

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Updated August 25th, 2015

Schedule B – Venue Access

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

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 will be updated and shared once the Niagara 2022 Sport Schedule is updated in early 2022.

Date	Activity	Niagara 2022 Presence
Once monthly between date of signing and August 2022 - COVID dependent	Venue Team Meetings	Up to 25 Niagara 2022 staff and Leadership Volunteers
2-3 weeks prior	Advanced Road Closure Notifications installed based on the Traffic Control Plan	Town of Pelham Public Works and Niagara 2022 Fit Out Staff, volunteers, contractors for signage
August 15, 2022	Commissioning of Venue	Niagara 2022 Fit Out Staff and Volunteers, contractors for signage and temporary overlay
August 16, 2022	Load in	Niagara 2022 Staff and Leadership Volunteers
August 17, 2022	Familiarization - Specific times for road closure TBC	Niagara 2022 Staff and Volunteers, Participants
August 18, 2022	Competition - Specific times for road closure TBC	Niagara 2022 Staff and Volunteers, Participants, Spectators, VIPs, Media
August 19, 2022	Decommissioning of Venue	Niagara 2022 Fit Out Staff and Volunteers, contractors for signage and temporary overlay

Schedule C – Venue Modifications

Temporary Modifications

Installation of signage, temporary tents, toilets, fencing, gantries and barricades as required and developed in the planning process leading up to the Games and captured in the Fit-Out Plan.

Schedule D – Costs

The Host Society will be responsible for the following costs:

- Overnight asset protection security

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:

The schedule for the installation or construction of the upgrades shall be subject to the reasonable approval of the Host Society.

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 \$21,250(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

April 9th, 2021

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

RE: Infrastructure Funding Desire to Hard Surface a 1.6 km Section of the Steve Bauer Trail in support of the Cycling Race for the Canada Summer Games and the "13 for 13 Program / Event"

Please accept this letter as the Town of Pelham's official request and desire to undertake cycling improvements across the proposed 2022 course and pedestrian trails in the Town of Pelham in support of the Games. This request is being made to utilize the infrastructure funding that was previously allocated under the Canada Summer Games Venue Use Agreement.

As you are aware, a Memorandum of Understanding (MOU) between Niagara 2021 Canada Summer Games Bid Committee and the Town of Pelham was executed in 2017, to commit to share equally in an investment of \$21,250 into capital expenditures for cycling equipment including race markers; start and finish line equipment; safety equipment; and a trailer to house the equipment.

Recent discussions between the Town and the Niagara 2022 Canada Summer Games Committee has confirmed that the project originally proposed will not be required as it was determined that the investment would not be used as originally envisioned.

In addition, since that time, especially in the midst of the COVID 19 pandemic, the Town of Pelham has experienced a significant increase in the number of pedestrians, both cyclists and walkers, using the trail systems within the Town. The Town's Active Transportation Master Plan indicates that the section of Steve Bauer Trail between the Pelham/Welland boundary and Port Robinson Road be hard surfaced in order to accommodate all active transportation users. This initiative was championed by the Town of Pelham's Active Transportation Committee (PATC) and has been endorsed and supported by Town Council.

The Town of Pelham will be prioritizing road surface rehabilitations and

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Office of Public Works

Jason Marr, P.Eng
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improvements on road segments on the proposed racecourse.

In addition, the project will include the hard surfacing (paving) of approximately 1.6 km of the existing trail network between the Welland/Pelham boundary at the south end online Avenue to Port Robinson Road to the north. This new community project will provide safe and efficient access for residents to the downtown business area of Fonthill to share in the events surrounding the "13 for 13 Program" and the road cycling races for the 2022 Canada Summer Games. In addition, this project will help support active transportation in the Town of Pelham, meet accessibility standards for all active transportation users and will leave behind a legacy project for the community to enjoy for years to come. (Please refer to the attached site plan showing the location of the proposed project).

This investment, along with the pedestrian trail improvements, will ensure a successful Canada 2022 Games event.

The Town of Pelham Council approved \$1.3M for the funding of the above project. Recognizing that the 2017 Memorandum of Understanding committed \$21,250 of funding, the Town respectfully requests that the 2022's Infrastructure Committee consider using this funding towards this project. This project will support a memorable and successful event and will leave a piece of infrastructure for the Town of Pelham Community to enjoy as a legacy project from the Niagara 2022 Canada Summer Canada Games.

If you have any other questions please do not hesitate to contact me at your convenience.

Sincerely,

Jason Marr, P. Eng.
Director of Public Works

Attach. - Site Plan

CC: David Cribbs, CAO
Teresa Quinlin, Treasurer and Director of Corporate Services
Nancy Bozzato, Town Clerk