

THIS LICENCE AGREEMENT made as of the ____ day of July, 2021.

BETWEEN

THE CORPORATION OF THE TOWN OF RENFREW

(hereinafter called the "Town")

AND

**002755697 Ontario Limited operating as
RENFREW CORPORATION/WOLVES JUNIOR HOCKEY CLUB**

(hereinafter called the "Corporation/
Wolves")

(collectively called the "Parties")

WHEREAS the Town is the owner and operator of the Ma-te-Way Activity Centre located at 1 Ma-te-Way Park Drive, Renfrew, Ontario (the "**MAC**");

AND WHEREAS the Corporation/Wolves operate a junior hockey team in the Central Canada Hockey League (the "**CCHL**");

AND WHEREAS the Corporation/Wolves have requested and the Town has agreed to grant a non-exclusive right in the nature of a licence to use parts of the MAC in accordance with the terms of this Agreement;

NOW THEREFORE WITNESSETH that in consideration of the mutual covenants and agreements contained herein and other good and valuable consideration, the parties agree with each other as follows:

1. GRANT

1.1. The Town hereby grants to the Corporation/Wolves, throughout the Term (as hereinafter defined) the non-exclusive right and privilege to use certain areas of the MAC as set forth herein (collectively, the "Licenced Premises"), solely for the uses permitted herein and on and subject to the terms and conditions hereof.

1.2. The Licenced Premises shall include the following areas of the MAC:

- i) Ice arena and ice surface;
- ii) One dressing room (dressing room no. 6);
- iii) Coach's room (being the staff office adjacent dressing room no. 6);
- iv) Office Space (as hereinafter defined) in the lobby;
- v) Storage/laundry (adjoining dressing room no. 1);
- vi) Concession Stand (as hereinafter defined) in lobby; and
- vii) Ticket office, scoreboard and sound system.

- 1.3. The only areas of the MAC over which the Corporation/Wolves shall have exclusive use is the Office Space in the lobby, the team locker room and the Concession Stand. The Town agrees that no other Junior Hockey Club shall be permitted in MAC other than for special events.
- 1.4. The Corporation/Wolves agree to accept the Licenced Premises on an “as is, where is” basis. The Corporation/Wolves specifically acknowledge that the Town makes no representations or warranties with respect to the condition, nature, composition, use (past, present or future) of the Licenced Premises.
- 1.5. It is further acknowledged and agreed that each of these parts of the MAC that collectively comprise the Licenced Premises shall be governed by their own terms and conditions as set forth herein. For example, annual fees, availability and frequency of use vary among the different areas comprising the Licenced Premises and the use of each area shall be governed by the terms herein.

2. TERM OF AGREEMENT AND OPTION TO RENEW

- 2.1. The term of this Agreement shall be for a period of Five (5) Years, commencing August 1, 2021 to and including July 31, 2026 (the “**Term**”) unless earlier terminated pursuant to the terms hereof.
- 2.2. At the end of the Term, provided the Corporation/Wolves are not in default of any obligation under this Agreement, the Corporation/Wolves shall have the option to renew this Agreement for One (1) further Term of Five (5) Years provided that the Town receives at least 120 days’ written notice from the Corporation/Wolves of its intention to exercise such renewal option prior to the expiry of the then current Term.
- 2.3. The said renewal terms shall be on the same terms and conditions as herein contained save and except for the following:
 - i) The parties agree that all fees paid by the Corporation/Wolves pursuant to the terms of this Agreement (collectively, the “**Licence Fee**”) for the renewal terms shall in no event be less than an amount equal to the Licence Fee multiplied by a factor, which factor contemplates the Consumer Price Index, all items, for Ontario (“**CPI**”), as published by Statistics Canada pursuant to the *Statistics Act*, R.S.C. 1985, C. S-19 compounded on an annual basis over the course of the preceding Term. For greater certainty, the CPI adjustment for each of the five years of the preceding Term shall be calculated by taking the value of the previous year’s Licence Fee (when considering adjustment based on CPI) and multiplying it by a factor, the numerator of which shall be the CPI as at January 1 of the year in which the adjustment is to occur, and the denominator of which shall be the CPI as at January 1 of the preceding year, so as to obtain a final factor to be applied to the Licence Fee for the renewal term that reflects an annual compounded increase in the CPI over the five year Term. In no event shall the revised Licence Fee be decreased due to changes in CPI; and
 - ii) There shall be no further right to renew during the last renewal term of the Agreement.
- 2.4. It is understood and agreed that each year of the term shall commence on August 1st and end of July 31st (the “**Ice Season**”).

3. USE OF PREMISES

- 3.1. The Town hereby agrees to provide to the Corporation/Wolves a non-exclusive right (save and except where expressly stated otherwise) to use the Licenced Premises in accordance with the terms hereof for the purpose of operating the Corporation/Wolves' training camps, hockey schools, home games and weekday practices;
- i) The Corporation/Wolves shall notify the Town in writing no later than May 1st of each Ice Season of their preferred dates for training camps and hockey schools, and, with respect home games and daily/weekday practices, immediately upon the release of the league schedule;
 - ii) The Town shall respond to the Corporation/Wolves in writing with available dates and times within ten (10) business days of completion of the annual scheduling process. Available game dates and times will be discussed by both parties prior to the CCHL scheduling a meeting;
 - iii) For greater certainty, the Corporation/Wolves shall be permitted to schedule weekday practices at their discretion, however all practice times are subject to availability of the ice surface within the MAC;
 - iv) Notwithstanding the foregoing, the Corporation/Wolves shall not have access to the ice surface during Holidays (as the term is hereinafter defined) and days on which special events are being hosted at the MAC; and
 - v) The licence fees affiliated with the ice surface are set forth at section 9 hereof.
- 3.2. The Town agrees to provide the Corporation/Wolves a non-exclusive right to use one (1) dressing room (dressing room 6), the coach's room (being the staff office adjacent dressing room 6) and storage/laundry (adjoining dressing room 1). The use of these areas is governed by section 13 herein. Corporation/Wolves would have first right of refusal, however, Town may require the use for special events and tournaments.
- 3.3. The Town agrees to provide exclusive use of the Office Space (as hereinafter defined). The use of the Office Space is governed by section 14 herein.
- 3.4. The Town agrees to provide exclusive use of the Concession Stand (as hereinafter defined) to the Corporation/Wolves to operate on a daily basis. The use of the Concession Stand is governed by section 12 herein.
- 3.5. The Town agrees to permit the non-exclusive use of the ticket office, scoreboard and sound system at the MAC in working order on the Corporation/Wolves' scheduled game nights.
- 3.6. The Corporation/Wolves assume responsibility for all other costs and obligations related to the operation of their games.

- 3.7. The Corporation/Wolves hereby agree that any and all taxes, rates, duties and assessments related to their operations including but not limited to those affiliated with ticket sales and admissions, are the responsibility of the Corporation/Wolves.
- 3.8. The Corporation/Wolves agree to clean and maintain any area provided to them by this Agreement in a neat and tidy condition.
- 3.9. Subject to availability, the Town agrees to rent the Corporation/Wolves the community hall for video sessions, meetings and special events for \$15 per hour or \$135 per day plus HST. Corporation/Wolves are to complete set-up, tear down and clean-up of area immediately following usage of the community hall.
- 3.10. It is understood and agreed that for the purposes of this Agreement, the term "**Holidays**" shall be deemed to include New Year's Day, Family Day, Good Friday, Easter Sunday, Victoria Day, Canada Day, Civic Holiday, Labour Day, Truth and Reconciliation Day, Thanksgiving Day, Remembrance Day, Christmas Day and Boxing Day.
- 3.11. The Town consents to the application of a liquor license by the Corporation/Wolves for the immediate area near the Concession Stand and the Deslaurier Rink with the Corporation/Wolves wholly responsible for any and all costs and liability, including the securing of a \$5 million liability insurance coverage acceptable to the Town. The license, if acquired, cannot be extended or renewed without the Town's prior consent. The Town also can apply any reasonable conditions to use of its space for liquor sales. It is acknowledged and agreed between the parties that the Corporation/Wolves shall have the exclusive right to any and all alcohol sales during dates for which the Corporation/Wolves have any events at the MAC.

4. ICE ARENA CONDITION

- 4.1. The Town agrees, at its expense, to maintain the ice surface in the MAC in a reasonable playing condition and to provide attendants to prepare and flood the ice surface for all Corporation/Wolves' scheduled uses of the ice surface.
- 4.2. The Town reserves ten (10) minutes from every one (1) hour rental of ice surface for ice maintenance and accordingly that each one (1) hour rental amounts of fifty (50) minutes of ice time.
- 4.3. The Town reserves the right to re-surface the ice at any time to maintain a safe ice surface, at the Town's sole, absolute and unfettered discretion.

5. GAME TIMES

- 5.1. The Town agrees to provide the Corporation/Wolves with ice time in three (3) hour increments for each of their hockey games to accommodate all regular season and playoff home games. Dates and times will be based on availability and in accordance with section 3.1 hereof.

6. PRACTICE TIMES

- 6.1. The Corporation/Wolves shall be permitted access to and use of the ice surface for practice sessions in 1.5 hour increments, subject to availability, and in accordance with a schedule established between the Town and the Corporation/Wolves pursuant to section 3.1 hereof.

- i) The Corporation/Wolves acknowledge and agree that the Town reserves ten (10) minutes from each 1.5 hour ice surface time slot for ice maintenance and accordingly that each 1.5 hour time slot amounts to a total of 80 minutes of ice time.
- ii) The Town reserves the right to resurface the ice at any time to maintain a safe ice surface, at the Town's sole, absolute and unfettered discretion.

7. STAFFING

- 7.1. It shall be the sole responsibility of the Corporation/Wolves to provide competent and knowledgeable staff at the MAC for each and every event operated by the Corporation/Wolves, including but not limited to ticket sellers and takers, greeting ambassadors, security personnel and game day staff, all of which will be at the sole cost and expense of the Corporation/Wolves.
- 7.2. The Corporation/Wolves shall provide adequate security personnel for each and every event operated by the Corporation/Wolves, and shall hold the Town harmless from and against any occurrences, incidents and liabilities related to any use of the MAC by the Corporation/Wolves and their employees, agents and contractors and shall indemnify and save harmless the Town from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings made or brought against, suffered by or imposed on the Town in respect of any loss, damage or injury to any person or land, directly or indirectly arising out of, resulting from or sustained as a result of the use of the MAC by the Corporation/Wolves or its agents, employees, contractors, guests or invitees.
- 7.3. The Corporation/Wolves shall ensure that all security personnel hired to manage events operated by the Corporation/Wolves at the MAC have received adequate training in dealing with problem patrons and emergency procedures and such security personnel shall be clearly identifiable.
- 7.4. The Corporation/Wolves' security personnel shall be responsible for, amongst other things, the following:
 - i) Maintaining order in the bleachers and standing areas;
 - ii) Protecting the safety of all players and fans;
 - iii) Keeping all walkways, stairways, passages, hallways and exits free and clear at all times;
 - iv) Ensuring that alcohol is not being consumed in non-licensed areas, including dressing rooms and spectator seating and that narcotics (including but not limited to cannabis) are not being consumed in the MAC;
 - v) Ensuring building capacity for various spaces is not exceeded; and
 - vi) Reporting any and all problems to the Town staff or appropriate authorities.
- 7.5. If the CCHL requires additional security or paid duty police, it shall be arranged by and at the sole cost and expense of the Corporation/Wolves.

8. BUILDING CAPACITY

- 8.1. The Corporation/Wolves hereby acknowledge and agree that there is a maximum attendance capacity at the MAC of ONE THOUSAND SEVEN HUNDRED (1,700) persons, which capacity maximum shall be complied with at all material times. Maximum attendance capacity contemplates all persons within the MAC, including but not limited to season ticket holders, paid admissions, all staff and any volunteers or free admissions of any type. In addition, the Corporation/Wolves shall ensure that the following restrictions are not exceeded:
 - i) Capacity for bleacher seating area shall be twelve hundred and sixty-five (1265); and
 - ii) Capacity of the Community Hall shall be three hundred and sixty (360); and
 - iii) Capacity of the lobby shall be seventy-five (75); and
 - iv) Total capacity including the foregoing is seventeen hundred (1,700).
- 8.2. The Town shall be under no obligation to provide any additional seating capacity at the MAC.
- 8.3. The Corporation/Wolves agree to maintain an accurate count of persons in attendance at all times.
- 8.4. The Corporation/Wolves agree that in the event of a fire alarm or other emergency, their staff shall use best efforts to assist the Town's staff in managing the emergency and vacate the MAC.

9. ICE SURFACE LICENCE FEES

9.1. The Corporation/Wolves agree to pay the Town the hourly ice rate, as set forth at section 9.2, plus all applicable HST for all hockey games, camps, schools and practices for the time scheduled and for any time exceeding their scheduled time.

9.2. The ice rates shall be:

Week Days (7 am to 4 pm) Monday to Friday (excluding Holidays)

2021-2022	\$125 including HST
2022-2023	\$128 including HST
2023-2024	\$131 including HST
2024-2054	\$134 including HST
2025-2026	\$137 including HST

Evenings (4 pm to 12 am) and Weekends (excluding Holidays)

2021-2022	\$180 including HST
2022-2023	\$185 including HST
2023-2024	\$190 including HST
2024-2025	\$195 including HST
2025-2026	\$200 including HST

Holidays

2021-2022	\$270 including HST
2022-2023	\$277.50 including HST
2023-2024	\$285 including HST
2024-2025	\$292.50 including HST
2025-2026	\$300 including HST

- 9.3 The Town shall invoice the Corporation/Wolves monthly for all ice rentals and other affiliated fees. Payment terms are thirty (30) days from the invoice date. If payment is not made within the time period specified herein, late charges will apply in accordance with the Fees and Charges By-law of the Town then in effect. When payments are in arrears, at the discretion of the Town and in addition to all other rights of the Town provided for herein, the Corporation/Wolves shall not be entitled to further ice time until such time as arrears have been paid. In the event ice time is lost due to non-payment, the lost ice time shall not be reimbursed.

10. BOOKING/ARENA RULES

- 10.1. Cancellation of ice surface use must be submitted in writing to the Town no less than fourteen (14) days prior to change, otherwise the full fee will be charged.
- 10.2. Any instructions provided by the Town's staff on duty at the MAC must be followed in regard to the use of the ice surface and matters of the building. When Town's staff indicates that use of the ice surface has ended the ice surface must be vacated immediately.
- 10.3. No one shall take to the ice surface until the Town's staff indicates it is ready. Further, the Corporation/Wolves shall ensure at all material times that all of their staff and players remain off the ice while the ice resurfacer is on the ice and until such time as the access doors for the ice resurfacer are closed.

11. ADVERTISING

- 11.1. The Corporation/Wolves shall have the option to rent out advertising space on the boards of the main ice surface, as space permits (a "Board Advertisement"). If the Corporation/Wolves choose to rent Board Advertisement space, they shall ensure the following:
- i) The Corporation/Wolves will pay the costs of any required lexan covering of the Board Advertisement, as invoiced by the Town;
 - ii) The Corporation/Wolves will pay all costs associated with the printing of the Board Advertisement;
 - iii) The Corporation/Wolves agree to have the Town approve the Board Advertisement prior to manufacturing; and
 - iv) The Corporation/Wolves agree to pay the Town \$300 plus HST per Ice Season for each Board Advertisement.

- 11.2. The Corporation/Wolves shall be entitled to rent out up to six (6) on-ice advertisements (an Ice Advertisement"). There shall be One (1) Ice Advertisement permitted in each of the attacking zone 30' circles and one (1) Ice Advertisement permitted in front of each of the players' benches in the attacking zones in conjunction with the remaining ice surface as decided by the Town and shall ensure the following:
- i) The Corporation/Wolves will pay all costs associated with the design and production of the Ice Advertisement by a Town approved manufacturer;
 - ii) The Corporation/Wolves agree that each Ice Advertisement shall not exceed 100 square feet;
 - iii) Ice Advertisement must be provided to the Town no less than thirty (30) days prior to installation for approval which approval may be withheld in the sole and unfettered discretion of the Town;
 - iv) The Corporation/Wolves agree to pay the Town \$400 plus HST per Ice Season for each Ice advertisement; and
 - v) The Town will install the Ice Advertisement as part of the ice installation in August each year, the cost of which will be paid for by the Corporation/Wolves.

It is acknowledged and agreed between the parties, from the date of this Agreement, that the Corporation/Wolves will have the exclusive right to rent out the advertising space for any new advertising that is placed as Board Advertising and/or Ice Advertising. For greater certainty, any advertising placed before the date of this Agreement shall be for the benefit of the Town.

- 11.3. The Corporation/Wolves shall be entitled to rent certain advertising spaces along the glass of the ice surface (a "Glass Advertisement") of the Deslaurier Rink. The Corporation/Wolves shall be entitled, at their discretion, to rent the shorter dasher board glass adjacent both players' benches as well as one (1) adjacent higher dasher board glass at each end of the ice surface for a total of two (2) higher dasher board glasses (one at either end). The following terms and conditions shall be complied with when renting Glass Advertisements:
- i) The Corporation/Wolves will pay all costs associated with the design, production, installation and maintenance of the Glass Advertisement;
 - ii) The Corporation/Wolves agree to have the Town approve the Glass Advertisement prior to manufacturing which approval may be withheld in the sole and unfettered discretion of the Town; and
 - iii) The Corporation/Wolves agree to pay the Town \$250 plus HST per Ice Season for each Glass Advertisement.
- 11.4. The Town agrees to allow the Corporation/Wolves to rent Glass Advertisements on two (2) pieces of tall glass closest in the Deslaurier Rink to each player's box at no charge, with all other terms and conditions set forth at section 11.3 to be applied.
- 11.5. The Corporation/Wolves shall pay all costs to replace Glass Advertisements on which the Corporation/Wolves have a Glass Advertisement that is broken, only if

the glass is broken during the use of the ice surface by the Corporation/Wolves. For greater certainty, the Corporation/Wolves shall be responsible for all costs to replace Glass Advertisements if broken by the Corporation/Wolves or for those whom they are responsible for in law..

- 11.6. The Corporation/Wolves shall be entitled to rent out sweater board advertisements to be located above the players' boxes, penalty boxes and timekeeper's box of the Deslaurier Rink (the "Sweater Advertisement") and shall ensure the following:
 - i) The Corporation/Wolves will pay all costs associated with the design, production, installation and maintenance of the Sweater Advertisement;
 - ii) The Corporation/Wolves agree to have the Town approve the Sweater Advertisement prior to manufacturing which approval may be withheld in the sole and unfettered discretion of the Town;
 - iii) The Town agrees to install the Sweater Advertisement; and
 - iv) The Town agrees to allow the Corporation/Wolves to advertise a maximum of 25 Sweater Advertisements at no charge.
- 11.7. All payments from the Corporation/Wolves to the Town to be made in accordance with this section 11 shall be invoiced by the Town and payment terms shall be thirty (30) days from the invoice date. If payment is not made within the time period specified herein, late charges will apply in accordance with the Fees and Charges By-law of the Town then in effect. When payments are in arrears, at the discretion of the Town and in addition to all other rights of the Town provided for herein, the Corporation/Wolves shall not be entitled to further ice time until such time as arrears have been paid.
- 11.8. The Town reserves the right to decline approval of copy and content of any advertisements in its sole, absolute and unfettered discretion.
- 11.9. The Parties hereby acknowledge and agree that should the Town have any non-competition agreements with any of their naming rights partners which provide that competing companies may not be advertised within the MAC while this Agreement is in effect, the Town will be under no obligation to permit any such competing advertisements and/or signage and may expressly prohibit the advertising of same.
- 11.10. All other advertising spaces and opportunities within MAC shall be the property of the Town. The parties agree that subject to the provisions of section 11.13. the advertising provisions of section 11 shall only apply to the Deslaurier Rink in the MAC. It is further acknowledged if there are new advertising opportunities the Town wishes to explore or put out for rent, the Town shall offer the Corporation/Wolves the first opportunity before any other third party to such new advertisements and/or the ability for the Corporation/Wolves to offer the advertising out to third parties.
- 11.11. The Town shall be permitted to advertise third party logos on supplied items within MAC in its sole, absolute and unfettered discretion and by so doing shall not be deemed to be in violation of this Agreement.

- 11.12. The Town shall negotiate on the Corporation/Wolves' behalf to place the Corporation/Wolves logo at centre ice of the Deslaurier ice surface at the MAC however the Town does not guarantee that the Corporation/Wolves logo will be placed at said centre ice during any given Ice Season during the Term.
- 11.13. The Town shall allow the Corporation/Wolves' signage on the interior and exterior of the MAC building depicting "Home of the Corporation/Wolves" subject to approval of the Town prior to manufacturing and at the sole expense of the Corporation/Wolves. The Corporation/Wolves shall be responsible for the costs affiliated with any such signage.

12. OTHER SALES AND CONCESSION

- 12.1. The Town hereby agrees that all revenue generated from any Corporation/Wolves' admissions, Corporation/Wolves' souvenirs and Corporation/Wolves' novelties shall be the property of the Corporation/Wolves.
- 12.2. The Corporation/Wolves hereby acknowledge and agree that they are responsible for the collection and remittance of any taxes related to any sales including but not limited to concession sales.
- 12.3. The Corporation/Wolves agree to pay the Town the yearly licence fee, as set forth at section 12.6 hereof, plus applicable taxes for the exclusive use of the concession stand only in the lobby of MAC (the "Concession Stand"). The licence fee for the Concession Stand shall be payable monthly, on the first day of each month of the Term of this Agreement .
- 12.4. The Corporation/Wolves will hold the exclusive concession rights at MAC with the exception to those renting the Community Hall. For greater certainty, when the Community Hall is rented out, food, drink and other concessions shall be permitted for sale out of the Community Hall however the Corporation/Wolves shall maintain exclusive use to sell out of the concession stand at the MAC. Where possible, the Town will endeavor to ensure menu items will not be duplicated between the Concession and renters of the Community Hall. Attached hereto is a list of menu items that is apparently sold by the Corporation/Wolves in the concessions, if at any time this list is to change, the Corporation/Wolves shall provide an updated list to the Town. The Town undertakes that upon any third parties renting out the community hall, they will be provided with the menu items list to ensure there is no duplication occurring.
- 12.5. It is understood and agreed that the Town shall operate the vending machines located in the lobby of MAC and shall be entitled to all revenue generated therefrom.
- 12.6. The licence fees for the Concession Stand are as follows and shall be payable on the first day of each and every month, commencing on the first day of the Term.:

2021-2022	\$6500 annually – \$541.67 monthly plus HST
2022-2023	\$6700 annually – \$558.33 monthly plus HST
2023-2024	\$6800 annually – \$566.67 monthly plus HST
2024-2025	\$7000 annually – \$583.33 monthly plus HST
2025-2026	\$7200 annually – \$600.00 monthly plus HST

12.7. At the Town's discretion, the Town may enter into revenue sharing/loss opportunity with the Recreation Fundraising Committee for the sale of alcohol during Corporation/Wolves home games, however it has no duty or obligation to enter into any such opportunity.

13. EQUIPMENT AND DRESSING ROOMS

13.1. The Town agrees to provide non-exclusive use of a dressing room, coach's room and storage/laundry room to the Corporation/Wolves for their use for the duration of the Term.

13.2. The Corporation/Wolves agree that any and all equipment owned by the Corporation/Wolves or for which the Corporation/Wolves are responsible and that is stored at the MAC shall be stored at the sole risk of the Corporation/Wolves. The Town shall not be responsible for any loss or damage to any equipment howsoever caused unless such damage or theft is caused by the Town, their agents, employees, workmen, or anyone the Town is responsible for at law.

13.3. The Corporation/Wolves hereby acknowledge and agree that facility keys shall be issued only by the Town and that the Town may access any area occupied by the Corporation/Wolves as required from time to time in the sole, absolute and unfettered discretion of the Town

13.4. The Corporation/Wolves shall not make any structural alterations to any part of the MAC without the written consent of the Director of Parks, Recreation and Facilities which consent may be withheld in the sole and absolute discretion of the Director of Parks, Recreation and Facilities. Any and all alterations or additions to the MAC made by the Corporation/Wolves must comply with all applicable building code standards and by-laws of the Town.

13.5. Unless otherwise agreed to by both parties, the Corporation/Wolves shall, at their own expense, remove any or all alterations made by the Corporation/Wolves to any part of the MAC during the Term and shall repair all damage caused by the installation or the removal or both upon the earlier of (i) the end of the Term and (ii) any termination of the Agreement.

14. OFFICE SPACE

14.1. The Town agrees to provide exclusive use of an office space of approximately 250-265 square feet in size in the lobby area at MAC (the "Office Space").

14.2. The licence fees for the Office Space, inclusive of utilities are as follows and shall be payable on the first day of each and every month, commencing on the first day of the Term:

2021-2022	\$4000 annually – \$333.33 monthly plus HST
2022-2023	\$4100 annually – \$341.67 monthly plus HST
2023-2024	\$4200 annually – \$350.00 monthly plus HST
2024-2025	\$4300 annually – \$358.33 monthly plus HST
2025-2026	\$4400 annually – \$366.67 monthly plus HST

- 14.3. The Corporation/Wolves shall be responsible for phone, internet and other costs to operate the office space.

15. DELINQUENT ACCOUNT

- 15.1. In addition to any and all other rights of the Town contained herein, the Corporation/Wolves acknowledge and agree that the Town may suspend or terminate this Agreement without notice if the Corporation/Wolves are delinquent in paying any outstanding balance owing to the Town.

16. PARKING

- 16.1. The Corporation/Wolves shall be responsible for ensuring that personal vehicles of Corporation/Wolves' players, coaches and fans are not left at the MAC parking lot for longer than one (1) day.
- 16.2. The Corporation/Wolves players and guests shall park in the main parking lot of the MAC on a first come, first served basis. Coaches and staff may park at the rear of MAC on a first come, first served basis. There is to be no parking on access roads surrounding MAC. For greater certainty, the Town does not guarantee the availability of parking spaces at the MAC, and all parking is on a first come, first served basis.

17. FUNDRAISING AND LICENSING

- 17.1. The Corporation/Wolves shall purchase all fundraising permits which may be required by law.
- 17.2. The Corporation/Wolves agree to notify the Town in writing, through the Director of Parks, Recreation and Facilities, of the details of any fundraising project contemplated on Town property prior to any promotion or implementation.
- 17.3. At the MAC, the Corporation/Wolves shall have exclusive rights to any and all fundraising thirty (30) minutes prior to, during and thirty (30) minutes following any of their games or as otherwise mutually agreed between the parties.
- 17.4. The Corporation/Wolves shall have the option of allowing other charitable or community not-for-profit recreational groups to fundraise during their games, and shall ensure that any such group is not in violation of any clauses in this Agreement.

18. SURRENDER

- 18.1. Upon the expiration or earlier termination of this Agreement, the Corporation/Wolves shall forthwith remove any improvements placed on any part of the Licenced Premises, if requested by the Town, and repair any and all damage resulting from the installation or removal of same, and surrender the Licenced Premises to the Town in a state of repair which takes into account age and reasonable wear and tear, all at the Corporation/Wolves' sole cost and expense, reasonable wear and tear only excepted. If any such improvements are not removed within thirty (30) days following expiration or termination of this Agreement, such improvements shall be deemed to be the property of the Town, without cost to the Town, or the Town may, in its sole discretion,

remove any such improvements on the Corporation/Wolves' behalf and at the Corporation/Wolves' cost. Notwithstanding anything contained in this provision the Corporation/Wolves shall not be responsible to remove the newly built office and change room, nor the improvements to the locker room. The terms of this section 18 shall survive the expiration or earlier termination of this Agreement.

19. INSPECTION OF LICENCED PREMISES

19.1. The Town shall have the right to enter upon and inspect any part of the Licenced Premises at any reasonable time or times throughout the Term, upon providing 24 hours prior written notice, to ensure compliance by the Corporation/Wolves with its obligations under this Agreement. During the Term, the Town reserves the right, without compensation of any nature or kind to the Corporation/Wolves, to access any and all portions of the Licenced Premises for its own use at any time, save and except for the Concession Stand and Office which shall be used exclusively by the Corporation/Wolves.

20. MUSIC TARIFFS

20.1. The Corporation/Wolves agree to pay any and all music tariff charges as legislated in the Canadian Gazette should any music other than the Canadian national anthem be performed or mechanically produced during the course of the Corporation/Wolves' home games or other events held at the MAC.

21. UNFORESEEN CAUSES

21.1. The Corporation/Wolves agree that the Town shall incur no liability to the Corporation/Wolves for failure to perform any of the covenants or conditions herein contained if such failure is due to causes beyond the control of the Town and/or the MAC, including, without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, equipment failure, required repairs and renovations, acts of terrorism, sabotage, strikes, epidemics, pandemics, voluntary or involuntary compliance with any regulation, law or order of any government, riots or like catastrophes.

22. INSURANCE AND LIABILITY

22.1. The Town agrees to carry and maintain, at its own expense, public liability and property damage insurance in the amount of not less than Two Million Dollars (\$2,000,000.00) per occurrence.

22.2. The Corporation/Wolves shall obtain and maintain at all times during the Term, at their own expense, commercial general liability insurance, including coverage for broad form contractual liability, non-owned automobile, property damage including loss of use thereof, bodily injury including death, completed operations, sudden accidental pollution and cross liability, with a limit of not less than Two Million (\$2,000,000.00) Dollars. Such policy shall be provided on an occurrence basis and shall provide for the Town to be named as an additional insured, with a waiver of subrogation or recourse by the Corporation/Wolves' insurers against the Town. The Corporation/Wolves shall name as loss payee the Town and anyone else with an interest in the MAC from time

to time designated in writing by the Town, and the insurance policy shall provide that any proceeds recoverable in the event of damage to leasehold improvements within the MAC shall be payable to the Town.

- 22.3. Prior to commencement of the Term, the Corporation/Wolves shall provide to the Town a Certificate of Insurance naming the Town as an additional insured party to the public liability insurance policy set forth at Section 22.1 which policy shall include a cross-liability endorsement in favour of the Town.
- 22.4. The Corporation/Wolves covenant to keep the Town, its respective officers, employees, and agents indemnified against any and all claims, suits, costs, damages, executions and demands of any nature whatsoever by any person, whether in respect of damage to person or property, arising out of or occasioned by the maintenance, use or occupancy of the MAC or any part thereof by the Corporation/Wolves. The Corporation/Wolves further covenant to indemnify the Town with respect to any encumbrance on or damage to the MAC occasioned by or arising from the act, default, or negligence of the Corporation/Wolves, its officers, agents, servants, employees, contractors, customers, invitees or licensees and the Corporation/Wolves agree that the foregoing indemnity shall survive the termination of this Agreement notwithstanding any provisions of this Agreement to the contrary. Notwithstanding anything contained in this paragraph the Corporation/Wolves liability shall be limited to any claims, suits, costs, damages, executions and demands arising from the Corporation/Wolves use of the premises. The Town shall remain responsible for any claims, suits, costs, damages, executions and demands arising from the use of the premises by all other parties than the Corporation/Wolves.
- 22.5. Notwithstanding anything in this Agreement to the contrary, in no event shall the Town be liable for incidental, punitive, exemplary, indirect or consequential damages, or lost profits, arising under or relating to this Agreement.

23. REPAIR AND MAINTENANCE

- 23.1. The Corporation/Wolves shall, throughout the Term and at their sole expense, repair, maintain and keep all parts of the Licenced Premises, in good repair and condition, as a prudent owner would, reasonable wear and tear excepted to the extent only that such reasonable wear and tear is not inconsistent with the maintenance in good order and condition of the Licenced Premises. "Repairs" shall include all replacements whenever necessary. Notwithstanding the foregoing, the Corporation/Wolves shall not be responsible for repair and/or maintenance in connection with the Licenced Premises if such repair and/or maintenance is required as a result of the Town's use of the Licenced Premises. Notwithstanding the foregoing, the Town will be solely responsible for replacing (if necessary) the HVAC Unit serving the MAC

24. ENVIRONMENTAL

- 24.1. For the purposes of this section 24, the following terms shall have the following meanings:

"environmental laws" means all laws, regulations and guidelines relating to the public health, safety or protection of the environment or any successor laws, regulations and guidelines which may be in force during the Term; and

“hazardous material” means contaminants, flammable substances, explosives, radioactive materials, hazardous waste or substances, toxic waste or substances, or petroleum or hydrocarbon substances, or words of similar import under any environmental law, or any other waste, material or pollutants included in the definition of “contaminant”, “pollutant”, “hazardous substance”, “toxic substance”, “hazardous material”, “hazardous waste” (or “extremely hazardous waste” or “restrictive hazardous waste”), “waste”, “dangerous goods”, or words of similar import under any environmental laws.

- 24.2. During the Term of this Agreement, or any extension thereof, the Corporation/Wolves shall comply with all applicable environmental laws and environmental permits applicable to the operation or use of the Licenced Premises, shall cause all other persons occupying or using the Licenced Premises to comply with all such environmental laws and environmental permits, shall immediately pay all costs and expenses incurred by reason of such compliance, and shall obtain and renew all environmental permits required for operation or use of the Licenced Premises.
- 24.3. The Corporation/Wolves shall not generate, use, treat, store, handle, release or dispose of, or permit the generation, use, treatment, storage, handling, release or disposal, of hazardous materials in any part of the Licenced Premises, or transport or permit the transportation of hazardous materials to or from the Licenced Premises.
- 24.4. The Corporation/Wolves shall be responsible for all environmental contamination of the Licenced Premises caused by the Corporation/Wolves or those for whom the Corporation/Wolves are responsible. The Corporation/Wolves agree to indemnify the Town against any loss, cost, damage, claim or expense arising out of or relating to the presence, use, handling, discharge, release or disposal of hazardous material on, in, to, or from the Licenced Premises, by the Corporation/Wolves or those for whom the Corporation/Wolves are responsible (including any customers or invitees), other than the extent to which the presence, use, handling, discharge, release or disposal of hazardous material on, in, to or from the Licenced Premises was caused by the Town or those for whom the Town is responsible and for which the Town shall indemnify and save harmless the Corporation/Wolves.

25. ASSIGNMENT OF AGREEMENT

- 25.1. The Corporation/Wolves shall not assign this Agreement or sublicense the whole or any part of the MAC to which it is entitled to use pursuant to this Agreement unless it first obtains the consent of the Town in writing, which consent may only be withheld by the Town acting reasonably. The consent of the Town to any assignment or subletting shall not operate as a waiver of the necessity for consent to any subsequent assignment or sublicensing
- 25.2. Any consent granted by the Town shall be conditional upon the assignee, sub licensee or occupant executing a written agreement directly with the Town in which they agree to be bound by all the terms of this Agreement as if the assignee, sub licensee or occupant had originally executed this Agreement in places of the Corporation/Wolves.
- 25.3. If the party originally entering into this Agreement as the Corporation/Wolves, or any

party who subsequently becomes the Corporation/Wolves by way of assignment or sublicense or otherwise as provided for in this agreement, is a corporation then:

- i) the Corporation/Wolves shall not be entitled to deal with its authorized or issued capital or that of an affiliated company in any way that results in a change in the effective voting control of the Corporation/Wolves unless the Town first consents in writing to the proposed change;
- ii) if any change is made in the control of the Corporation/Wolves corporation without the written consent of the Town then the Town shall be entitled to treat the Corporation/Wolves as being in default and to exercise the remedies stipulated in this Agreement and any other remedies available in law; and
- iii) the Corporation/Wolves agree to make available to the Town or its authorized representatives the corporate books and records of the Corporation/Wolves for inspection at reasonable times

26. SMOKE FREE

- 26.1. The Corporation/Wolves acknowledge and agree that the MAC is a smoke-free facility. It shall be the responsibility of the Corporation/Wolves to assist the Town in enforcing such with respect to any employees, volunteers, spectators or personnel associated with the Corporation/Wolves.

27. APPLICATION OF LEGISLATION

- 27.1. The Town shall incur no liability in the event that legislation is enacted by a provincial or federal government that has the effect of frustrating the intent of the Parties as evidenced by this Agreement.
- 27.2. The Town agrees that in the event the arena is closed, the Corporation/Wolves shall not be responsible to pay any fees, on a day to day bases, equal to any shutdown period.
- 27.3. The Parties agree that should any section of this Agreement be invalid or unenforceable, the remainder of the Agreement shall be separately valid and enforceable to the fullest extent permitted by law.

28. DISPUTE RESOLUTION

- 28.1. In the event that any dispute arises relating to this Agreement (the "Dispute"), the Parties hereto shall, together with their respective advisors, attempt to resolve such Dispute. In the event that a Dispute is not resolved within thirty (30) days after it has arisen, then either party may submit the Dispute to arbitration by giving notice to the other party in writing. Such notice of arbitration shall include such party's nominee as arbitrator.
- 28.2. The party receiving the notice of arbitration shall, within fifteen (15) days of the deemed

receipt of notice, agree to the first party's nominee as arbitrator or, in the alternative, nominate a second arbitrator as their nominee. In the event that they do not respond within such fifteen (15) day period, they shall be deemed to have accepted the first party's nominee as arbitrator. In the event there shall be two (2) nominees for arbitrators, such nominees shall jointly agree upon a third arbitrator, who shall become the Chair of the Dispute. If the parties cannot agree on the choice of the third arbitrator, then such arbitrator shall be chosen in accordance with the provisions of the Arbitrations Act (Ontario).

- 28.3. The procedure at the arbitration shall be set by the arbitrator, or Chair of the Dispute, as the case may be. The decision by the arbitrators shall be rendered as soon as possible and in any event, if possible, within thirty (30) days from the date of appointment of the arbitrator. The decision of the Arbitrator shall be final and binding on the parties.
- 28.4. The cost of arbitration shall be in the discretion of arbitrator. Any decision by the arbitrator shall be final and binding upon the parties thereto.

29. TERMINATION

- 29.1. The Corporation/Wolves shall be deemed to be in default under this Agreement, and the Town may at its option terminate this Agreement and pursue all rights and remedies available to it under this Agreement, at equity and at law, and all rights granted herein if not cured by the Corporation/Wolves within 10 days of receipt of written notice from the Town, if:
- i) The Corporation/Wolves fail to pay any fees to the Town when due in accordance with this Agreement;
 - ii) The Corporation/Wolves assign or transfer or attempt to transfer this Agreement or any rights hereunder to any person, sell all or substantially all of its assets, or undergo a change of control, without the prior written consent of the Town;
 - iii) The Corporation/Wolves are in default of any other obligations under this Agreement and fail to cure such default or satisfy the Town within thirty (30) days after receiving notice from the Town to cure the same;
 - iv) The Corporation/Wolves become bankrupt or insolvent or make an assignment for the benefit of its creditors;
 - v) The Corporation/Wolves have its property seized or attached in satisfaction of a judgment;
 - vi) The Corporation/Wolves have a receiver appointed;
 - vii) The Corporation/Wolves commit any act or neglect to do anything with the result that a Construction Lien or other encumbrance is registered against the Town's property;
 - viii) The Corporation/Wolves take action with a view to winding up,

dissolution or liquidation; or

ix) Any insurance policy is cancelled or not renewed by reason of the use or occupation of the MAC, or by reason of non-payment of premiums.

30. NO PARTNERSHIP

30.1. No partnership is created by this Agreement. Nothing contained in this Agreement shall be deemed to constitute the Parties as partners or as agents of one another or any other relationship whereby either could be held liable for any act or omission of the other. Neither party shall have any authority to act for the other nor to incur any obligation on behalf of the other save as specifically provided by this Agreement. Each party covenants to indemnify the other from all claims, losses, costs, charges, fees, expenses, damages, obligations, and responsibilities incurred by a party by reason of any action or omission of the other outside the scope of the authority specifically provided by this Agreement.

31. NOTICE

31.1. Any notice required or permitted to be given by one party to the other pursuant to the terms of this agreement may be given:

To the Town:
Attention: Town Clerk
127 Raglan Street South, Renfrew, Ontario K7V 1P8

To the Corporation/Wolves:
Attention: Owners; Ryan Leonard and Jim Seyers
1 Ma-te-Way Park Drive
Renfrew, Ontario K7V 4J4
jimseyers@gmail.com and renfrewwolves@gmail.com

31.2. The above addresses may be changed at any time by giving ten (10) days written notice.

31.3. Any notice given by one party to the other in accordance with the provisions of this Agreement shall be deemed conclusively to have been received on the date delivered if the notice is served personally or seventy-two (72) hours after mailing if the notice is mailed.

32. AMENDMENT TO AGREEMENT

32.1. If at any time during the Term of this Agreement the Parties shall deem it necessary or expedient to make any alteration in any clause contained in this Agreement, they may do so by signed agreement, and all of these alterations shall be adhered to and have the same effect as if they had been originally in and formed part of this Agreement.

33. BINDING EFFECT

33.1. It is agreed between the Parties hereto that every covenant, proviso and agreement herein shall enure to the benefit of and be binding upon the parties hereto, and their executors, administrators and permitted assigns and that all covenants herein shall be construed as being joint and several, and that when the context so requires or permits the singular number shall be read as if the plural were expressed, and the masculine gender as if the feminine, as the case may be expressed.

34. ENTIRE AGREEMENT

34.1. This Agreement, any documents incorporated by reference and any schedules hereto constitute the entire agreement between the parties as to the subject matter hereof and supersedes, cancels and replaces all previous agreements, understandings or representations, verbal or written, made between the parties regarding the subject matter of this agreement.

35. GOVERNING LAW

35.1. This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

36. COMPLIANCE WITH LAWS, RULES AND REGULATIONS

36.1. The Corporation/Wolves agree on behalf of itself and all persons entering the MAC with the Corporation/Wolves' permission, to operate in compliance with all applicable laws and to abide by such reasonable rules and regulations as the Town may make from time to time.

IN WITNESS WHEREOF the Parties have executed this agreement effective as of the date first above written.

The Corporation of the Town of Renfrew

Per: _____
Tom Sidney, Mayor

Per: _____
Victoria Charbonneau, Clerk

We have authority to bind the Corporation

Renfrew Corporation/Wolves Junior Hockey Club

Per: _____
Ryan Leonard, Coach

Per: _____
Jim Seyers, Owner

We have authority to bind the Corporation