

# Canadian Curling Trials, November 22-30, 2025

# 1. Objective

Curling Canada is requesting expressions of interest for the hosting of the 2025 Canadian Curling Trials. This event will decide Canada's two teams for the 2026 Winter Olympic Games in Italy.

# 2. Background

Curling Canada is the national sport governing body responsible for the development, promotion and organization of curling in Canada. In cooperation with its Provincial and Territorial Member Associations, Curling Canada provides programs and services to curlers of all ages. The primary area of administration and the most financially consuming of Curling Canada's responsibilities are championships. On an annual basis, Curling Canada sanctions and conducts 11+ national curling championship events. Approximately 12,000 competitive curlers from all provinces and territories enter play at the curling club level with the hopes of becoming one of the Canadian Champions crowned annually. The Canadian Curling Championships are:

Brier - Men's Championship Tournament of Hearts - Women's Championship Mixed Championship - 4-person Seniors - Canadian Senior Men's and Women's Championships Under-21 - Canadian Junior Men's and Women's Championships Under-18 - Canadian Junior Boy's and Girl's Championships Wheelchair Championship USPORTS / CCAA Post-Secondary Curling Championships Mixed Doubles Championship

In addition to theseChampionships, Curling Canada is also responsible for the following events:

PointsBet Invitational

World Championships (when held in Canada)

**Curling Pre-trials** 

# 3. Economic Impact Assessment

The 2021 Tim Hortons Canadian Curling Trials was held in Saskatoon, November 20 to 28. Over the course of the week, nine men's and nine women's teams competed for the opportunity to represent Canada at the 2022 Olympic Winter Games. Both the men's and women's





teams featured many of the top curlers in the world, with many teams having significant international experience. In the end, Brad Gushue's team earned his second trip to the Olympics, while on the women's side Jennifer Jones' team also earned her second trip to the Olympics.

The competition was enjoyed by 107,144 spectators and was watched by millions of viewers on live television over the course of the event. Spectators attending the event from across the country, along with the expenditures of the event host committee, generated a substantial economic benefit for the City of Saskatoon and the Province of Saskatchewan as a whole. The 2021 event was supported through the efforts of over 500+ volunteers. The total industry output (or gross economic activity) was \$12.7 million (i.e. total economic impact).\*\*

\*\* Statistical data provided by the Canadian Sport Tourism Alliance (STEAM model)

#### 4. Timelines

Please see **Page 16** for timelines for the bid process.

#### 5. Bid Process

a) Bid packages will be treated with confidentiality and as a 'closed' process given the multitude of stake-holders and diverse interests which may be represented.

b) Curling Canada reserves the right not to accept any or all of the bids at its sole and unfettered discretion.

c) While Curling Canada is seeking the best possible bid for this prestigious event, it is not obligated to accept the highest bid.

d) As above, bids must be in the form of written presentation only. In the event that a site visit is required, Curling Canada will be responsible for all related expenses. Curling Canada reserves the right to disseminate further information to all candidates throughout the bid process.

e) We have included draft copies of our venue and convention ("Patch") space agreements. Please ensure your bidding team and other stakeholders are comfortable with these agreements. Re-written or edited agreements will not be accepted unless agreed to by Curling Canada.

f) This document must be <u>fully completed</u> as presented. We welcome other promotional /marketing documentation to support any bid, however, if this PDF is not completed, your bid will not be reviewed.

# **APPLICATION FOR HOSTING**



## **EVENT**

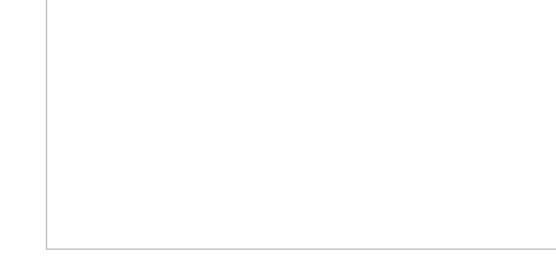
Event Application pertains to:	Canadian Curling Trials				
Dates of proposed event:	November 22-30, 2025				
Would you be interested in another	major if unsuccessful for this bid?	0	Yes	0	No
Have you notified your Curling Men	nber Association of bid?	Ο	Yes	0	No

## **ORGANIZATION SUBMITTING BID**

Name of Applicant	Name of Applicant
Contact person	Contact person
Contact phone	Contact phone
Contact email	Contact email
Signature	Signature

## **MAJOR COMPETITIONS**

List any major competitions / events hosted from January 2018 to July 2023 (prior hosting does not preclude awarding of this event).







# HOST CITY INFORMATION

Name of Host City

List any major activities or events scheduled to take place in the host city one year **before** and one year **after** the proposed dates of November 22-30, 2023.

Please include any other events that have submitted a bid on or are planning on submitting a bid including those which success is not currently known.

#### **EVENT**

#### DATES

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# In preparing proposals, applicants should consider how best to meet Curling Canada's objectives for this event:

- Ensure the ongoing sustainability of the event by operating a financially viable event.
- A "Best in Class" event execution that supports athlete success.
- Present a world-class event that showcases our athletes and presents Canada as a global leader in the sport.
- Broad outreach within the community with significant involvement from local Indigenous peoples.
- Provide a superior entertainment experience for all spectators & viewers.
- Maximize exposure of the event through the media, television, participants and spectators at the event.
- Prominent promotion and exposure in local media.
- · Leave a curling legacy for the Host Community.



# **APPLICATION FOR HOSTING**



# **REVENUE GENERATION**

Bid analysis by Curling Canada weights revenue generation as **50% of the strength of any bid**.

# **BID FEE**

Minimum bid requirement towards Curling Canada's event budget = \$800,000

Bid fee is made up of the following:

Cash \$

Gifts in kind - I	oudget relief items:	
Туре	Value	
		\$
		\$
	TOTAL BID FEE	\$ 0

# **TICKET SALE POTENTIAL**

Number of people residing within 200km of venue	
Number of registered curlers within 200km of venue	e
Outline any pre-sale ticket drive completed as part of	of bid

Total tickets sold from pre-sale? (only if applicable)





# COST CONTROL AND ATHLETE SERVICES

Bid analysis by Curling Canada weights Cost Controls and Athlete Services as **40% of the strength** of any bid.

# **VENUE INFORMATION**

1.	Name of venue
2.	Daily rental fee for competition venue (must include all charges)
3.	Address
4.	Contact at facility
5.	Telephone
6.	Email
7.	Owner / mgmt company (if any)
8.	Size of main competition surface (exact dimensions)
9.	Seating capacity of competition arena
10.	Number of suites available for sale by Curling Canada in which Curling Canada will retain 100% of ticket revenue
11.	Number of complimentary suites available to Curling Canada
12.	Is the building equipped with dehumidifying system? Yes No
13.	What is the strength of dehumidifying system?
14.	Is there an air exchange system? Yes No
15.	What is the strength of the refrigeration system?
16.	Provide estimate of number of hours required to remove netting, glass and support posts
17.	Number of dressing rooms in the rink
18.	Number of function rooms available in facility
19.	Is there an existing medical / training room available?
20.	What medical service provider does the venue currently use



# **APPLICATION FOR HOSTING**



21.	Distance to closest hospital
22.	Can sponsored food / beverage be brought into the arena?
23.	Is there free or paid parking? If no free parking lots available, what is the cost?
24.	How many complimentary spaces can be provided for use by Curling Canada?
25.	Is there a jumbotron? Please attach technical specifications
26.	Does the jumbotron have an assigned operator available for the competition days?
27.	Approximate size of the concourse? Is it available to setup sponsor booths and kiosks for Curling Canada's corporate partners?
28.	Does the arena have free public WiFi available? O Yes O No
29.	Does the venue currently have an exclusive ticket service provider? O Yes O No
30.	If yes, who is the ticket provider?

# **VENUE MAP**

Please provide a venue map outlining all levels and all rooms available during the event.

## **CONVENTION CENTRE SPACE**

1.	Name of convention centre available for Patch
2.	What is the size of the available room?
3.	What is the daily rental fee for the room? (must include all charges)
4.	Distance from main competition venue
5.	Number of tables available for use?
6.	Number of chairs available for use?
7.	Number of coolers available for use?
8.	Is the room equipped with a music and entertainment system?
9.	Does the centre have an assigned emergency medical services provider? If so outline?





- 10. Does the centre have an assigned janitorial services provider? If so outline?
- 11. Does the centre have in-house catering services? If so outline?
- 12. Can outside suppliers be brought in for any of the above services?

### **CONVENTION CENTRE MAP**

Please provide a map detailing any and all available space including washrooms, storage areas etc.

### **HOTEL INFORMATION**

Please complete the required general hotel information below for major hotels. An official and more detailed Hotel Request For Proposal will be sent to area hotels by **Frank DiRocco**, Regional Director, Meeting Encore/Fuel Sports on behalf of Curling Canada. For all hotel related questions, please contact Frank DiRocco at <u>fdirocco@meetingencore.com</u>.

Hotel #1 Name Address Contact Name Contact Number Email Address Hotel website Hotel #2 Name Address Contact Name

Contact Number

Email Address

Hotel website



# **APPLICATION FOR HOSTING**



# AVAILABLE AREAS:

The following areas are available as part of the rental fees:

# MAIN ARENA

Meeting rooms (specify)

Medical room

Press box

Suites and boxes (specify)

Ice making / Ice Resurfacer room

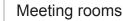
Other areas available for use

(Please outline area/rooms that cannot be accessed)

# **CONVENTION CENTRE (Patch)**



Rooms available for Patch (specify)



Audio / Visual

Other areas available for use

## **EVENT DATES**

Access to ice surface: 1:00am on November 16th

Setup days: November 16 to November 20

Practice days: November 21

Event days: November 22-30

Tear down and move out: November 30 to December 1 (1:00pm)



# **VENUE TERMS OF AGREEMENT**



# **RENTAL FEE**

Rental fee for setup, official practice days, event days and tear down is the following:

\$

# COSTS TO BE INCLUDED IN RENTAL FEE (unless negotiated separately)

- Ushers
- $\cdot$  Box office staff
- $\cdot \, \text{On-site}$  manager for all days outlined
- · IT support manager for all days outlined
- · Spectator medical services
- Security
- · Use of any building owned equipment (staging, tables, forklift, stanchions, fridges etc)
- · Existing telephone and fax lines (long distance included)
- · Cleaning and custodial services
- · Use of ice resurfacing machines
- · Arena Public Address system
- · In-house video system / jumbotron
- Access to edit suite
- $\cdot$  In house AV supervisor
- · All dressing rooms (except major tenants)
- Utilities (including electricity, electrician, gas, lighting, water, heating, ventilation, air conditioning, hot / cold water facilities, waste removal, interior and shore power for event broadcaster)
- · Costs associated with take down of any stanchions, posts, glass and removal of netting
- $\cdot$  Use of suites and boxes as outlined in Application to Host

# **CURLING CANADA COSTS**

Costs to be paid by Curling Canada include:

- · In-ice sponsor logos and curling ice installation
- · Carpeting, pipe and drape
- · Setup and tear-down of media bench & broadcast booth





## MERCHANDISE AND CONCESSIONS

The venue will allow Curling Canada to setup kiosks for the sale of event-related merchandise. All revenue generated from sale of event related merchandise will belong solely to Curling Canada.

All suites, concourse food and beverage concession sales revenues, on the official practice day as well as event days, will be split 75% for the building and 25% for Curling Canada unless otherwise negotiated.

### SPONSORSHIP AND SIGNAGE

Curling Canada retains all rights, revenues and responsibility for the cost of covering the existing rink board signage and will arrange for rink board covering to be installed featuring only the event sponsors.

The building will allow, with no additional charge, sponsors to donate food and beverage for distribution to volunteers, sponsors, media, athletes and officials for use throughout the venue including on the field of play.

## **CURLING CANADA SPONSOR DELIVERABLES**

The building will allow sponsors of Curling Canada to setup kiosks which may include serving and brewing food or beverage products for sale.

### **INTERNET ACCESS**

Curling Canada requires that Internet connectivity be made available in all assigned areas of the venue (e.g. offices, broadcast areas, consumer areas, logistics). Please indicate whether you can provide secured private wifi and wired connectivity (speeds similar to high speed internet available from national carriers). Please indicate whether this is included in the price of venue rental.

### **CONTACT INFORMATION**

Name of Building	
Owners	
Signing Authority (name)	
I Have the authority to bind	the Corporation





We hereby confirm that, except for advertising allowed by Curling Canada, the arena will be free from all advertising during the **2025 Canadian Curling Trials**.

The arena means the whole of the inside of the rink that can be viewed within TV sightlines (ten rows of seats). Curling Canada withholds the rights, at their cost, to drape any signage outside of TV sight-lines that they deem necessary.

The building will provide a list of all current sponsor signage and placement in the venue

## ARENA MANAGEMENT REPRESENTATIVE:

Name		
Date		
Signatur	re	





, the applicant organization, acknowledges that the sponsors listed below are current national sponsors of Curling Canada and as such hold contractual rights as outlined in agreements between each sponsor and Curling Canada. The applicant organization will honour the contractual agreements and will not solicit or enter into agreements with companies within the protected categories. All local sponsorships require Curling Canada approval and protected categories are subject to change.

Name	
Date	
Signature	
I have the aut	nority to bind the applicant organization





## **AREA MAP**

Please provide an area map showing the airport, venue, convention centre, proposed hotels and nearby restaurants.

## COMMUNITY INVOLVEMENT

Bid analysis by Curling Canada weights Community Involvement and desire as **10% of the** strength of any bid. Please attach a separate document to the application package (two pages or less) answering the following questions.

a) Why does your city want to host this championship?

b) If your bid is successful, what are the committee's plans to market the championship to local residents?

c) If your bid is successful, what are the committee's plans to engage local sponsorship in support of this event?

d) Most events of this magnitude require a minimum number of volunteers, if your bid is successful, what are the committee's plans to engage local citizens to volunteer for this event?

e) Curling Canada invites organizations that support our mission of more curlers, curling better, more fans and in particular, bringing diversity to our sport. Would you like to make a statement on your organization's wish to support this initiative. How you currently conduct your business and, how you could help us with our mandate?

f) If your bid is successful, how will you engage with local Indigenous communities in a meaningful way, both leading up to and during the event?

Submitted by:	
Organization:	
E-mail:	
Phone:	

## SUBMIT ONE (1) ELECTRONIC COPY TO:

**Danny Lamoureux Director, Championship Services** dlamoureux@curling.ca 613-878-3682





# TIMELINES FOR EACH SEASON'S BIDDING PROCESS FOR ALL OF OUR EVENTS

DEADLINE	DELIVERABLE	NECESSARY	WHO TO
		DOCUMENTS	PREPARE
DECEMBER 15	Curling Canada provides all MA's with proposed dates (including setup and tear-down). <b>Bidding document</b> <b>released January 1, 2023</b>	Bidding Document	Curling Canada
MARCH 30	Deadline for potential host cities deadline to provide an expression of interest.	Letter of Interest (including letter of support from Venue)	Bidding city
APRIL 30	Up to this date, potential bidders may submit questions to to Curling Canada.	In writing	Bidding city
JUNE 1	Answers to be provided by Curling Canada to potential host cities no later than June 1.	In writing	Curling Canada
JUNE 30	All application packages due to Curling Canada	Complete Application Package Including:	Bidding city
	<ul> <li>Application to Host with</li> <li>Agreement to draft Ven</li> <li>Arena Advertising Waiv</li> <li>Protected Sponsors Age</li> <li>Hotel Information</li> </ul>		erms
JULY 1 to AUGUST 30	Site visits scheduled (if necessary)		Curling Canada
SEPTEMBER 30	Decisions and notifications		Curling Canada
OCTOBER 31 (no later than)	Media Announcement		Curling Canada





#### VENUE LICENSE AGREEMENT

#### DATE: [insert]

#### PARTIES:

Canadian Curling Association, a not-for-profit corporation, operating as Curling Canada, 1660 Vimont Court, Orleans, Ontario, K4A 4J4

and

[insert name of licensor]

#### RECITALS:

- a) Curling Canada wishes to host the [insert name of event] at [insert name of building] in the city of [insert name of city] in the province / territory of [insert name province or territory].
- b) The [insert name of licensor] agrees to grant Curling Canada a license to hold [insert name of event] at the [insert name of building] on the terms and conditions set out below.

#### THIS AGREEMENT WITNESSES:

#### 1) GRANT OF LICENSE

The [insert name of licensor] hereby grants to Curling Canada a licence to the exclusive use of the [insert name of building] during the term of this agreement.

#### 2) TERM OF AGREEMENT

- a) From 1:00 a.m. Sunday, November 15th, 2025, to 12:00pm on Monday, December 1, 2025.
- b) The Term consists of the following:

- i) Six (6) days for load-in and set-up.
- ii) One (1) practice day.
- iii) Nine (9) days competition; and,
- iv) One (1) day for load-out.

#### 3) VENUE

- a) For the purposes of this Agreement, the venue consists of the arena including:
  - i) [????] ticketable seats.
  - ii) the existing hockey rink ice surface, which shall become curling ice sheets, to be made and maintained by Curling Canada,
  - iii) Curling Canada sponsor and volunteer lounges,
  - iv) space for a merchandise store and merchandise storage,
  - v) a media room,
  - vi) broadcaster studio(s),
  - vii) broadcaster office(s),
  - viii) broadcaster lounge,
  - ix) medical treatment area,
  - x) team dressing rooms,
  - xi) coaches' dressing room,
  - xii) players' room,
  - xiii) officials' room,
  - xiv) event office,
  - xv) 50/50 count room,
  - xvi) program sales office,
  - xvii) ice tech lounge,
- xviii) ice tech storage,
- xix) box office,
- xx) VIP areas,
- xxi) parking areas: the exclusive use of fifty (50) parking spaces for Curling Canada and the broadcaster and the non-exclusive use of sixty (60) parking spaces,
- xxii) space for parking of broadcast trucks and other vehicles.

- and such other adjacent and additional areas as may reasonably be required by Curling Canada for the proper presentation of the [insert name of event] subject to the prior approval of Licensor acting reasonably.
- d) For the purposes of this Agreement, the venue does not include (if necessary)

#### 4) FEES

- a) The rental fees payable by Curling Canada for all set up days, practice days, and event days, including all staffing costs shall not exceed [\$\$\$\$, plus HST/GST.
- b) The Fees are payable within thirty (30) days following the event, to the extent they are not covered by box office receipts held by the Licensor as provided in Section 5(c).
- c) In addition to the Fees, Curling Canada will pay the actual cost of Curling Canada Services as set out in Section 10(C) below.

#### 5) TICKETING

- a) Curling Canada reserves the right to set and adjust ticket prices at their sole discretion. Any adjustments Curling Canada makes to the estimated prices that were shared during the bid process will only impact the credit card recovery fee, based on the credit card recovery fee rate, and have no impact on the facility and/or ticket service fee.
- b) Curling Canada will have the right, at its sole discretion, to determine the number of seats that may be sold.
- c) Except as otherwise agreed to herein, the Licensor or its designated ticket sales service agent is the exclusive provider of ticket services to venue and has exclusive rights to print, sell and distribute, at its expense, all tickets and/or ticket packages, as defined by Curling Canada, at the venue. Except as specifically set out under Fees above, no additional amounts shall be payable to the Licensor by Curling Canada, unless otherwise set out in this Agreement.
- d) All box office receipts shall be held by the Licensor and applied to the payment of all sums of money due from Curling Canada to Licensor hereunder unless otherwise set out in this Agreement. Licensor and Curling Canada will work with Ticket Seller to determine the way ticket revenue will be collected and disbursed.
- e) On the first business day of each month, from the effective date of August 1, 2025, the

Licensor or Ticket Seller will advance to Curling Canada not less than 75% of ticket revenue, for the preceding month. Such advanced funds shall be used by Curling Canada, at Curling Canada's discretion to organize and operate the event and shall be subject to Sections 20 and 21.

- f) All ticket revenue received by the Licensor more than monies owed by Curling Canada pursuant to Section 4(a) hereof shall be paid by the Licensor to Curling Canada within thirty (30) days following the completion of the Event.
- g) Curling Canada has the exclusive right to distribute, free of any printing or other costs, complimentary tickets for up to 10% of the available seats each draw. The Licensor has the right to distribute fifty (50) complimentary tickets per draw to remedy any seating problem or for other purposes. A count will be taken of tickets used and an accounting performed at the close of each draw.

#### 6) MERCHANDISE AND TRADE BOOTHS

- a) Curling Canada shall have the exclusive right to provide and sell all merchandise, licensed products, and souvenir concessions, related to the event at the venue during the term. All revenue earned from the sale of Event Merchandise shall be retained by Curling Canada.
- b) During the event at the venue, the Licensor will not sell any Event Merchandise whatsoever, and shall not sell any merchandise, products, or any souvenir concessions, unrelated to the Event.
- c) Curling Canada suppliers and service providers as well as sponsors will also have the right to exhibit at trade booths located in the concourse area of the Venue.

#### 7) FOOD AND BEVERAGE

- a) Catering for the Event will be provided by [insert name of caterer] food and beverage team.
- b) Venue food concessions will be open during all Event Days and for one hour before the commencement of each draw and one-half hour thereafter. Food concessions will be staffed exclusively by the Licensor or its contracted service provider, at its sole cost and expense.

- c) Beer, wine, and spirits will be available for purchase as follows:
  - i) Beverage products of Curling Canada Sponsors will be non-exclusively sold/served, except in the Curling Canada Sponsor lounge where it is exclusive, at the venue during the event. If the beer sponsor is in competition with a Licensor sponsor, in venue areas other than the Curling Canada Sponsor lounge, the Licensor and Curling Canada will work together to determine a mutually agreeable solution.
  - (ii) Beverage products of Curling Canada Sponsors will be the exclusive brand served in Curling Canada Sponsor's lounge. Wine and spirits may also be sold in Curling Canada Sponsor lounge at prices that the parties shall use their best efforts to agree upon.
- d) For the purposes hereof, "Gross Food Concession Revenue" means the aggregate of the proceeds from the sale of food and beverage (both alcoholic and non-alcoholic) at venue concession stands and lounges and suites in the venue. Licensor agrees to share the proceeds 75% for the venue and 25% for Curling Canada. Settlement to take place no later than thirty (30) days after the end of the Term and will be supported by appropriate documentation substantiating the Gross Food Concession Revenue.
- e) Curling Canada Sponsors will be permitted, at no additional charge to Curling Canada, to donate food and beverages for distribution to volunteers, sponsors, athletes, and officials throughout the Venue including the field-of-play (non-spectator areas).

#### 8) TV AND BROADCAST

- a) For the purposes of this agreement, "Broadcast" includes all forms of transmission of the Event in all geographical regions including, without limitation, cable, digital, television, streaming, video, radio, and all other forms of transmission that may be developed from time to time.
- b) The parties acknowledge that the event will be broadcast by TSN and will work together to maximize the effectiveness of the event for its television and online viewers. Licensor and Curling Canada will use their commercially reasonable best efforts to ensure that their respective suppliers of technology and systems work co-operatively to ensure that any transition from one supplier to another is as smooth and seamless

as possible.

- c) Curling Canada will be responsible for all aspects of television production including staffing, rigging, additional equipment, set, scenery, and media bench construction, based on technical requirements of the event.
- d) Curling Canada, through its media partners, will have the exclusive right to broadcast and control the broadcast of the event and all related activities conducted at the venue during the Term. Licensor shall not have any rights with respect to the Broadcast of any such activities. Curling Canada shall also have the exclusive right to arrange, conduct or permit commercial and non-commercial photography, filming, videotaping, radio transmission or other media coverage of such activities. Curling Canada shall have the exclusive rights to all revenues derived from all Broadcasts of the Event.

#### 9) INTERNET AND CONNECTIVITY

- a) Licensor will ensure that internet connectivity is available in all assigned areas of the Venue including, but not limited to rooms and areas designated as Event Office, Broadcast Partner Office, Media Workroom, Media Bench, Broadcast Office, Accreditation, Transportation and Dispatch, Sponsor Booths, Patch (as applicable).
- b) Internet connectivity may be provided via a Secured Private WIFI Network but may require some wired internet connectivity in some areas, as identified by Curling Canada. Individual user Internet speeds must be comparable to mid-range High Speed Internet available from Bell, Rogers, Sasktel, MTS, Telus, or Shaw (between 50 and 100 Mbps).
- c) The acceptability of the Internet connectivity provided will be at the sole discretion of Curling Canada, acting reasonably.

#### 10) BUILDING OPERATIONS AND STAFFING

 a) Licensor and Curling Canada will work together to develop a services and staffing plan, which will be coordinated and executed by venue staff with the support of Curling Canada volunteers, staff, and third-party contractors. The plan will outline all "closed shop" activities and those activities requiring union participation, acting reasonably. Without limiting the generality of the foregoing, the Plan will set out in detail approach to such matters as: staffing levels, work allocations, project timelines, Licensor Services, and Curling Canada Services.

- b) The following operational services will be provided by the Licensor at its sole cost and expense (and are recoverable costs included in the Fees):
  - Operational costs of the ice plant, and repair and maintenance thereof; furniture, fixtures and equipment ordinarily supplied by the Licensor including, without limitation, staging equipment, tables and chairs, podiums, Public Address systems, stanchions, refrigerators, forklifts.
  - ii) All utilities, including electricity, electrician, gas, lighting, water, heating, ventilation, air conditioning, hot/cold water facilities, waste removal, interior and existing shore power for event broadcaster.
  - iii) A knowledgeable venue operator, familiar with all aspects of the operation of the Venue including the ice plant and climate controls, etc., accessible 24-hours per day throughout the Term.
  - iv) Removal of all plexiglasses, netting and posts prior to commencement of the Term.
  - v) Broadband, telephone, cable, and internet connectivity and secured WIFI and wired connectivity as set out above.
  - vi) All audio-visual equipment and staff including, without limitation, in-house video/jumbotron, Public Address system, in-house Audio-Visual supervisor, access to edit suite; Jumbotron operator, spotlight operator.
  - vii) All real property taxes and other costs associated with the use and operation generally of the Venue.
  - viii) Food concessions staffing.
  - ix) Ushers, crowd control and box office staff.
  - x) On-site manager.
  - xi) IT support manager.
  - xii) Spectator medical services.
  - xiii) Security and security personnel (including metal detector/wanding/pat downs of guests/badge checkers and additional backstage/ dressing room/overnight security).

- xiv) Cleaning and custodial staff.
- xv) Maintenance staff including forklift operator.
- xvi) Ice surfacing machine(s).
- xvii) Removal of stanchions, posts, glass, and netting.
- xviii) Parking lot maintenance, including snow removal and de-icing as necessary.
- xix) All other costs that are a normal part of the operation of the Venue.
- c) The following operational services will be provided by Curling Canada at its sole cost and expense (and are in addition to the Fee, although such costs and expenses may be paid to a third-party provider and not the Licensor):
  - i) Venue decoration.
  - ii) All aspects of television production including staffing, rigging, additional equipment, set, scenery, and media bench construction.
  - iii) Operators for signage and scoring systems and for LED ribbons and scoreboards; specialized Audio/Visual and telephone equipment.
  - iv) Cost of adding in-ice sponsor logos and curling rings.
  - v) Carpeting, pipe, and drape.
  - vi) Set-up and tear down of media bench.
- d) Curling Canada agrees to make reasonable efforts to promote the use public transportation to the event in its marketing messaging to ticket purchasers, and to reasonably assist Licensor in promoting same where so requested.
- f) Curling Canada shall not perform any work or employ any personnel in connection with the Event if such work or employment conflicts with labour agreements to which Licensor is a party or which control labour activities at the Venue. Union labour costs will be set out in the Services & Staffing Plan and any increases in such costs arising because of changes to Venue labour contracts will not be passed on to Curling Canada.

#### 12) USE AND OCCUPATION

a) Licensor agrees that the Venue shall be delivered to Curling Canada at the commencement of the Term in clean and broom-swept condition, suitable for the purposes which are the subject matter of this License Agreement.

- b) Licensor further agrees to provide in and, on the Venue, such supplies of water, electricity, light, heat, and air conditioning as are presently available and normally provided in the Venue during an active tournament period.
- c) Curling Canada agrees to use and cause its employees, agents, and invitees to use the Venue only for the purposes herein stipulated, and for no other purpose.
- d) Immediately prior to and after the Term, Curling Canada and the Licensor will jointly conduct a thorough inspection of the Venue with a view to determining its state of repair and maintenance and completing a full inventory of Furniture, Fixtures & Equipment. Unless Curling Canada notifies Licensor to the contrary, Curling Canada's load-in on the first day of the Term shall mean that Curling Canada accepts that the Venue is in a safe, sanitary condition and in good repair.
- e) Curling Canada will leave the Venue at the conclusion of the Event in the same condition and state of repair as received by it excepting only reasonable wear and tear and will bear the cost of repairing all damage that may have been caused by Curling Canada, its exhibitors, invitees, visitors, sub-contractors, employees or agents, reasonable wear and tear excepted.
- f) Curling Canada shall give immediate written notice with complete details of any damage, loss or defect in or to any part of the Venue or any damage or loss of any property of any person using the Venue or any damage or loss of any property of Licensor in the Venue which comes to the attention of Curling Canada, its officers, employees, members, servants or contractors, notwithstanding that Licensor may not have any obligation with respect to same.
- g) Both Parties agree to comply with all laws, rules and regulations of the Government of Canada and the Province / Territory of [insert name of province / territory] and with all applicable bylaws, rules, resolutions, and requirements of the City of [insert name of city] and will not do nor suffer to be done anything on the premises in violation of any such laws, bylaws, rules regulations, resolutions, and requirements.
- h) Licensor will secure all licenses, permits and approvals that may be required in connection with the use of the venue for the event, including without limitation occupancy licenses and those required by bylaws, rules and/or regulations of governmental authorities, as well as all licenses required by any performing arts

societies such as SOCAN or SESAC for music or other copyrighted works to be utilized or displayed at the Event. Licensor will ensure that all such licenses and permits cover the activities of Curling Canada in the Venue.

i) The HOSTING COMMITTEE will be granted the rights to 50/50 draws operated in the arena during the \_\_\_\_\_\_\_subject to the laws of \_\_\_\_\_\_\_and as approved by the ASSOCIATION. A written report of the results and disbursement of these legacy funds must be provided to Curling Canada at the conclusion of the event as a condition of such rights to be granted.

#### 13) SPONSORSHIP

- a) Curling Canada will have the exclusive right to arrange sponsorships, and other rights of affiliation or association with the Event. Licensor shall not grant any sponsorships, and other rights of affiliation or association that would affect or compete with any of the rights of Curling Canada hereunder. Any physical manifestations of such rights inside the arena bowl and within television sightlines (approximately ten (10) rows of seats) may be covered up or obscured by Curling Canada provided they are returned to their original condition post-Event. If a sponsor of a Licensor is in competition with a Curling Canada sponsor, Licensor and Curling Canada will work together to determine a mutually agreeable solution.
- b) The Licensor acknowledges that Curling Canada currently has agreements with the partners set out Schedule A ("Curling Canada Sponsors") including the beverage sponsors listed on Schedule A ("Curling Canada Beverage Sponsors"). If a sponsor of a Licensor is in competition with a Curling Canada sponsor, Licensor and Curling Canada will work together to determine a mutually agreeable solution.

#### 14) SIGNAGE

a) Licensor ensures or will permit Curling Canada to take such steps as are necessary to ensure that inside the arena bowl and within television sightlines (approximately ten (10) rows of seats) of the Venue is free and unencumbered of any advertising, corporate or commercial message or any commercial identification, logo or any description that is inconsistent with or in conflict with the rights of any Curling Canada

Sponsors. Licensor agrees that any conflicting signage that is encumbered inside the arena bowl and within television sightlines (approximately ten (10) rows of seats) will be covered or removed by the Licensor, at its sole expense, and that it shall not, after execution of this Agreement, grant competitive signage to any other sponsors throughout the Term.

b) Curling Canada will have the right to temporarily affix, install and maintain interior and exterior signage and displays (including, but not limited to signs, lighting, projection, digital, posters, and decals) in the arena and seating bowl, including everything inside the boards, dasher/matrix boards and mutually agreed upon concourse areas, provided such signage does not obstruct venue naming rights signage. Curling Canada may assign its rights hereunder to any Curling Canada Sponsor.

#### 15) ADVERTISING, MARKETING AND COMMUNICATIONS

- a) Curling Canada, through its media partners, will have the exclusive right to issue communications or press releases in respect of the Event and all Curling Canada's activities conducted at the Venue and the Licensor shall not have any rights with respect to the communication and release of such information.
- b) Curling Canada shall have the sole and exclusive right to promote and advertise the Event. All advertisements for the Event shall be developed by Curling Canada and shall be produced at the sole cost and expense of Curling Canada.

#### 16) INTELLECTUAL PROPERTY

- a) Licensor will work with Curling Canada to oppose any intentional or unintentional attempt by a third party who is not an official Curling Canada Sponsor (a "Non-Partner") to create a false or unauthorized commercial association with Curling Canada or the Event ("Ambush Marketing"), where such Ambush Marketing occurs on or about the Venue, in an effort to protect the rights of those parties authorized by Curling Canada to exclusively associate themselves and their products or services with the Event.
- b) Use of any logos, emblems or other intellectual property of Curling Canada is restricted to users authorized in writing by Curling Canada. Licensor shall not use any Curling

Canada intellectual property in any marketing and communications initiatives without the prior written approval from Curling Canada.

c) Use of any logos, emblems or other intellectual property of Licensor is restricted to users authorized in writing by Licensor. Curling Canada shall not use any Licensor intellectual property in any marketing and communications initiatives without the prior written approval from Licensor.

#### 17) INSURANCE

- a) Prior to commencement of the Term, to address Curling Canada 's indemnification obligations hereunder, Curling Canada shall obtain, at its own cost and expense, the following insurance:
  - i) Comprehensive general liability insurance in respect of the Venue and the Event, and Curling Canada's obligations under this agreement, against claims for bodily injury including death, personal injury and property damage or loss, indemnifying, and protecting the Licensor, its respective employees, servants, agents, contractor's, invitees, or licensee's, to the inclusive limit of not less than Five Million (\$5,000,000.00) dollars per occurrence. The policy will include coverage for Curling Canada's legal liability, Contractual Liability, non-owned automobile liability, Curling Canada and Contractor's Protective Liability, Employers Liability and Contingent Employers Liability.
  - ii) The Licensor shall be an additional insured.
  - iii) Upon request, Curling Canada shall produce to the Licensor a certificate of insurance.
- b) Prior to commencement of the Term, to address its indemnification obligations hereunder, Licensor shall obtain, at its own cost and expense, the following insurance:
  - Comprehensive general Liability insurance in respect of the Venue and the Event, and Licensor's obligations under this agreement, against claims for bodily injury including death, personal injury and property damage or loss, indemnifying, and protecting Curling Canada, its respective employees, servants, agents, contractors, invitees, or licensee's, to the inclusive limit of not

less than Five Million (\$5,000,000.00) dollars per occurrence. Curling Canada shall be an additional insured on this coverage.

- ii) Boiler and Machinery Insurance covering costs of repairing or replacing damaged equipment and machinery, including all equipment and machinery involved in the ice making process, and covering all business losses sustained by the Licensor and Curling Canada because of damages to such equipment or machinery.
- iii) Curling Canada shall be an additional insured on these policies, except for Boiler and Machinery insurance.
- iv) Upon request, the Licensor shall provide Curling Canada with a certificate of insurance.

#### 18) INDEMNIFICATION AND LIABILITY

- a) Curling Canada agrees to indemnify and hold harmless the Licensor, and its officers, partners, affiliates, servants, employees, agents, contractors, licensees, invitees, service providers and service provider's servants, employees, and agents; collectively, the Licensor Parties from and against any damages, losses, costs, and expenses arising from:
  - Curling Canada's non-performance of this License Agreement, if Curling Canada shall not be obligated to indemnify Licensor in respect of any such damages, losses, costs, or expenses to the extent caused by Licensor, or its employees, agents, contractors, licensees, or invitees and those for whom Curling Canada is not in law responsible.
  - Bodily injury or death of any person caused by Curling Canada's, or its employees, agents, contractors, licensees or invitees, negligence, willful acts, or misconduct, arising during, or in connection with Curling Canada's operation and/or use of the Venue; and
  - iii) Any physical loss or damage, (beyond reasonable wear and tear), caused by Curling Canada or its employees, agents, contractors, licensees, or invitees, negligence, or willful acts, or misconduct, to all or part of the Venue or to any equipment, assets or other property related thereto, related to Curling Canada's

operation, and/or use of the Venue.

- b) Licensor agrees to indemnify and hold harmless Curling Canada, and its officers, partners, affiliates, servants, employees, agents, contractors, licensees, invitees, service providers and service provider servants, employees, and agents from and against any damages, losses, costs, or expenses arising from:
  - Non-performance of this License Agreement, including breach of the warranty referred to in Section 23 (a), if Licensor shall not be obligated to indemnify Curling Canada in respect of losses, costs or expenses to the extent caused by Curling Canada,
  - ii) Or its employees, agents, contractor, licensees, or invitees, and those for whom the Licensor is not in law responsible.
  - Bodily injury or death of any person caused by Licensor's negligence, willful acts, or misconduct, arising during, or in connection with Licensor's operation and/or use of the Venue; and
  - iv) Any physical loss or damage, (beyond reasonable wear and tear) caused by the Licensor, or its employees, agents, contractors, licensees, or invitees, to all or part of Curling Canada's equipment, assets or other property related thereto, related to the Licensor's operation and/or use of the Venue.

#### 19) BREACH

- a) In the event either Party fails to perform any of its obligations herein, the non- breaching Party shall give the breaching Party notice in writing of such breach. If the breaching Party fails to cure said breach within fifteen (15) days after receipt of notice, the nonbreaching Party, at its option, shall have the right to:
  - terminate this License Agreement for material breach in accordance with Section 19;
  - ii) sue the breaching Party for legal or equitable relief, and/or
  - iii) pursue any other remedy allowed hereunder or under applicable law. If the breach will cause irreparable harm to the non-breaching Party (for example, if the Event is imminent (i.e., any time following October 22, 2025), or already in play), then the non-breaching Party will not be required to give written notice to the

breaching Party or to wait any period before pursuing any remedies hereunder or under applicable law.

#### 20) TERMINATION

- a) Subject to the provisions of Sections 20 and 21 below, this License Agreement may be terminated by the Licensor on five (5) business days' prior written notice to Curling Canada if:
  - Curling Canada materially breaches the terms of this License, and does not cure the breach within fifteen (15) business days of being notified of same in writing (or in the case of a material breach that cannot be cured in fifteen (15) business days does not begin to take steps to cure in fifteen (15) business days); or,
  - Curling Canada becomes insolvent or bankrupt or its board of directors' elect to wind up Curling Canada.
- b) Subject to the provisions of Sections 20 and 21, this License Agreement may be terminated by Curling Canada on five (5) business days prior written notice to Licensor if:
  - Licensor materially breaches the terms of this License, and does not cure the breach within fifteen (15) business days of being notified of same in writing (or in the case of a material breach that cannot be cured in fifteen (15) business days, does not begin to take steps to cure in fifteen (15) business days); or,
  - ii) Licensor becomes bankrupt, insolvent, or elects to wind-up or dissolve the Licensor.

#### 21) CANCELLATION OF EVENT

a) If the Event is cancelled by Curling Canada any time from the Effective Date of this License Agreement up to and including [insert date] (the "Cancellation Date) unless Force Majeure; as hereinafter defined, or other cause beyond Curling Canada's control, has caused the cancellation, Curling Canada shall pay Licensor within a reasonable period of time all the Licensor's non-recoverable costs and expenses incurred in preparation for the event. Any funds advanced to Curling Canada pursuant to Section 5 d) shall be returned to the Licensor within two (2) days of such

cancellation.

b) Except as provided in Section 21 a) below, If the Event is cancelled by Curling Canada at any time after the Cancellation Date until the final day of the Term, Curling Canada shall pay Licensor all amounts owing on account of the Fee at the time of cancellation, subject to commercially reasonable mitigation efforts by Licensor to lease the Venue (or portions thereof) to another licensee which amounts shall be credited to Curling Canada's account.

#### 22) FORCE MAJEURE

a) If this License Agreement becomes impossible to perform due to events outside the Parties' reasonable control, including but not limited to acts of God, fires, floods, explosions, riots, wars, hurricane, major vandalism, major accident, restraint of government, strike or labour dispute, catastrophic widespread disease and other like events which prevent the availability and use of the Venue ("Force Majeure"), the Parties' performance under this License Agreement shall be suspended for the period of Force Majeure, or entirely where it will be impossible for Curling Canada, in its sole determination acting reasonably, to stage the Event. Lack of funds or credit, or inclement weather, will not constitute an event of Force Majeure. Where Force Majeure makes it impossible for Curling Canada, in its sole determination acting reasonably to stage the Event, any deposit or other monies paid by Curling Canada to the Licensor will be returned to Curling Canada, and any funds advanced by Licensor to Curling Canada pursuant to Section 5 c) shall be returned to Licensor, in both cases, within two (2) days from the date of cancellation.

#### 23) COMPLIANCE WITH LAWS

a) Curling Canada and Licensor shall abide by and conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this License Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of Canada, the Province of [insert province], the City of [insert city], and their respective agencies for the use, occupancy and operation of the Venue.

- b) Curling Canada shall not use or attempt to use any part of the venue for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor.
- c) Neither Curling Canada nor Licensor shall discriminate against any employee or any applicant for employment for any reason prohibited by law or against any person relative to admission, services or privileges offered to or enjoyed by the public for any reason prohibited by law.

#### 24) GENERAL OBLIGATIONS

- a) This License Agreement (including all Schedules hereto) reflects the entire agreement between the Parties respecting the subject matter hereof and supersedes all prior agreements, understandings, or commitments, written or oral, between the Parties hereto. This License Agreement may only be modified or amended by a subsequent written agreement signed by both Parties hereto.
- b) This License Agreement may not be transferred, sub-licensed, or assigned by either party without the prior written consent of the other, acting reasonably. Any such transfer, sub-license, or assignment will require that the transferee, sub-licensee, assignee, as applicable, agrees, in writing, to be bound by all the provisions hereof, and in no event shall the original party be released of liability hereunder.
- c) The relationship between Licensor and Curling Canada is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither Party shall be liable for any of the debts, accounts, obligations or other liabilities of the other Party, its agents, or employees and neither Party shall have any authority to obligate or bind the other Party in any manner except as may be expressly provided herein.
- d) No waiver shall be effective unless in writing and executed by the Party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar nature, unless expressly stated in writing.
- e) Time is of the essence for the completion of the work described in this License Agreement.

- f) This License Agreement is entered into in the Province of Ontario and in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the Province of Ontario, without regard to its principles of conflicts of laws. The Parties hereby agree to the exclusive jurisdiction of the courts of the Province of Ontario.
- g) Any headings preceding the text of several sections, paragraphs or subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this License Agreement, nor shall they affect its meaning, construction, or effect.
- h) This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall contribute one and the same instrument.
- i) Each Party represents and warrants to the other Party that is has the full right, power, and authority to enter and perform this License Agreement.
- j) Any notice or other written communication required or permitted hereunder shall be in writing and (i) delivered personally with a signed receipt evidencing such delivery, (ii) transmitted by email with confirmation of transmission, or (iii) delivered by duly recognized courier service to the following addresses:

1660 Vimont Court Orleans, ON, K4A 4J4 Attention: Omid Kahriz <u>omid.kahriz@curling.ca</u>

Licensor

Curling Canada

Address

Attention: Email address SIGNED by the authorized signatories of the Parties, as of the Effective Date identified on the first page hereof.

Canadian Curling Association	Licensor
Per Katherine Henderson	Per
Chief Executive Officer	Title
signature	signature

#### SCHEDULE A - ADDITIONAL TERMS

#### 1) USE

- a) Curling Canada may use the Venue during the Term as follows:
  - i) the Set-Up and Practice Days, for the sole purpose of putting in equipment and preparing the Venue for the Event and team practices.
  - j) during the Event Days, for the sole purpose of conducting and supporting of Event Day operations; c. during the Load-Out Days, for the sole purpose of packing up and removing all equipment, fixtures and property placed in, on or about the Venue by Curling Canada for the purposes of conducting and supporting the Event; and for no other use or purpose whatsoever, without the express written consent of Licensor.

#### 2) USE RESTRICTIONS

- Neither Curling Canada, nor its agents, guests or invitees shall bring or permit any person to bring into the Venue, without the prior written consent of Licensor: any animals, (except for Licensor approved disability service animals); and gasoline, acetylene or other fuel or other combustible or hazardous substances.
- b) Unless otherwise set out herein, any decorating or other work, and all material therefor, done or furnished by Curling Canada shall be subject to approval by Licensor.
- c) Curling Canada shall abide by and shall cause any of Curling Canada's employees, agents, contractors, patrons, guests, and invitees to abide by any rules and regulations as may from time to time be adopted by Licensor for the use, occupancy, and operation of the Venue.

#### 3) SURVIVING OBLIGATIONS

Any obligations dealing with payment of monies, indemnification, insurance, confidentiality, and any other provisions that by their terms survive the expiry or termination of this Agreement shall survive such expiry or termination and continue thereafter in full force and shall bind the Parties and their respective successors and permitted assigns.

#### 4) LATE FEES

Any amounts not paid when due by Curling Canada shall bear interest at the lesser of (i)

two (2%) per month or (ii) the maximum rate permitted by law from the due date due to and including the date of payment in full.

#### 5) MEDICAL SERVICES

If Curling Canada or Curling Canada Parties at any time accept or use the services of a physician or surgeon, or accept or use an ambulance service or any service in connection with any injury or sickness occurring to any person or persons while within or about the Venue during the Term, even though such service or services are made available or are obtained through Licensor, Curling Canada will hold Licensor harmless from all responsibility or liability arising therefrom.

#### 6) RISK OF LOSS OR DAMAGE

- a) Equipment and Personnel: Curling Canada agrees that the risk of loss or damage in relation to all its property or the property of Curling Canada Parties shall be borne by Curling Canada, and Curling Canada shall be solely responsible for the security of its equipment and that of its personnel and invitees. Licensor shall not be liable to Curling Canada for any loss or damage caused to any of Curling Canada's property at any time.
- b) Property Left Licensor reserves the right after the end of the Term to remove from the Venue all property of Curling Canada remaining at the Venue and to store such property wherever it sees fit in its name or, at its option, in the name of Curling Canada, and at the sole cost, expense and risk of Curling Canada, and Licensor shall not be liable in any way to Curling Canada for the removal and storage of such property. For any additional period beyond the term of this Agreement that any property of Curling Canada remains in the Venue, Licensor shall be entitled to charge a reasonable amount per day for storage.

#### 7) MODIFICATION

No modification or amendment of any provision of this Agreement will be binding or valid unless in writing and executed by all Parties.

#### 8) CONFIDENTIALITY

Each Party will keep confidential the details of this Agreement together with all confidential

information concerning the business and affairs of the other Party which may come into its possession during the performance of its obligations under this Agreement and will not reveal the content of this Agreement or any other Confidential Information without the express prior written consent of the other Party.

# 9) SET-OFF RIGHTS

Each party shall have the following set off rights: A Party wishing to set off rights shall have the right to set off against amounts owing to the other party amounts that the other Party owes to the set off Party.

SPONSOR	PROTECTED CATEGORY
Nutrient	Agricultural Seed, Nutrients and Crop Protection
	and Digital Agriculture Software Services and
	Applications.
Kruger Products	Industrial paper and packaging products; consumer
	paper products
New Holland	Agriculture and farm machinery; parts and service;
	new construction equipment sales, parts, and
	service
PointsBet	Sports Betting, online gaming & betting,
	sportsbooks, and associated software/platforms.
Home Hardware	Hardware, home improvements, house services
	and seasonal product
OK Tire & BKT Tire	Auto service, tires, and repairs.
AMJ Campbell	Home and business moving and storage services.
Dynasty	Athletic Apparel
AGI	Agricultural Infrastructure, Storage, Handling &
	Technology Solutions.
JET ICE	Water, paint and logos for arenas
BEVERAGE SPONSOR	PROTECTED CATEGORY
Original 16	Official Beer supplier to Curling Canada
ТВА	Official Spirite supplier to Surling Canada
	Official Spirits supplier to Curling Canada
ТВА	Official Wine supplier to Curling Canada
	Official Wine supplier to Curling Canada

# SCHEDULE C – BOX OFFICE CHARGES



#### THE 'PATCH' LICENSE AGREEMENT

#### DATE OF AGREEMENT:

PARTIES:a)Canadian Curling Association, a not-for-profit corporation, operating as Curling<br/>Canada, 1660 Vimont Court, Orleans, Ontario, K4A 4J4

b) \_\_\_\_\_("Licensor")

#### RECITALS:

1. Curling Canada wishes to stage \_\_\_\_\_\_ (herein the "Event") at

\_\_\_\_\_, in the Province of \_\_\_\_\_\_

2. Curling Canada wishes to use the "Venue" as a food and beverage (including alcoholic beverage) lounge and the licensor is willing to grant Curling Canada a license to use the Venue for that purpose on the terms and conditions set out below.

#### THIS AGREEMENT WITNESSES:

#### 1. GRANT OF LICENSE

- a) The Licensor hereby grants to Curling Canada an exclusive license to use the Venue as a food and beverage lounge during the term of this agreement.
- b) The term "Venue", when used in this Agreement includes an area consisting of a room of approximately \_\_\_\_\_\_ sq. ft. The venue will consist of convention space, meeting rooms, storage room(s).
- 2. **<u>TERM OF AGREEMENT</u>**: From \_\_\_\_\_\_ to \_\_\_\_\_ (the "**Term**")
  - a) The Term consists of the following:
    - i) \_\_\_\_\_ days for set-up
    - ii) \_\_\_\_\_ days for event draws, and
    - iii) \_\_\_\_\_ days for load-out.

#### 3. <u>FEES</u>

- a) The Fees payable by Curling Canada to the Licensor, for the use of the Venue shall be \$\_\_\_\_\_\_for both facility rental and staffing. The venue will consist of change rooms, storage room and other rooms as needed.
- b) The Fees are payable within thirty (30) days following the Event.

### 4. FOOD AND BEVERAGE

- a) Curling Canada shall have exclusive rights to serve beer, spirits, and wine products in the Venue throughout the term.
- b) All staff, equipment, small wares, bars, ice, glasses, mixes, dispensers, and related items required to operate the lounge shall be provided by Curling Canada.
- d) Curling Canada's caterer shall provide all food and beverage for the Volunteer Appreciation Party and for the opening reception of the Event.
- e) Curling Canada Sponsors will be permitted, at no additional charge to Curling Canada, to donate food and beverages for distribution to volunteers, sponsors, athletes, media, and officials throughout the Venue.

### 5. OPERATIONAL SERVICES

- a) The following operational services ("**Licensor Services**") will be provided by the Licensor at its sole cost and expense and are included in fees):
  - i) Cleaning the Venue each night and periodically throughout the day as directed by Curling Canada.
  - ii) Additional washroom facilities as may be required by applicable regulations including the terms of any liquor license.
  - iii) All utilities, including electricity, electrician, gas, lighting, water, heating, ventilation, air conditioning, hot/cold water facilities, waste removal, interior power.
  - iv) Broadband, telephone, fax, cable, and internet connectivity and secured, private WIFI and wired connectivity.
  - v) Garbage and recycling containers throughout the venue together with regular garbage and recycling pickup.
  - vi) All other items that are a normal part of the operation of the Venue
  - vii) A stage will be provided and will be set up and dismantled as per requirements by Curling Canada.
  - viii) All tables and chairs as agreed upon by Curling Canada.
  - ix) Patch volunteers and Curling Canada Patch staff will be allowed to park at \_\_\_\_\_
  - x) Curling Canada may provide a shuttle service.
- b) The following operational services ("**Curling Canada Services**") will be provided by Curling Canada at its sole cost and expense:
  - i) Staff and volunteers to operate the Venue.
  - ii) Draping and decoration of the Venue.
  - iii) 24-hour security personnel.
  - iv) Televisions, screens, spotlights, sound, lighting, and rigging.
- c) Labour costs will be set out in the Staff & Services Plan as agreed upon by both parties and any increases in such costs arising because of changes to Venue labour contracts will not be passed on to Curling Canada.

### 6. USE AND OCCUPATION

- a) Licensor agrees that the Venue shall be delivered to Curling Canada at the commencement of the Term in clean and broom-swept condition, suitable for the purposes which are the subject matter of this License Agreement.
- (b) Licensor further agrees to provide in and on the Venue such supplies of water, electricity, light, heat, and air conditioning as are presently available and normally provided in the Venue during an active tournament period.
- (c) Curling Canada agrees to use and cause its employees, agents, and invitees to use the Venue only for the purposes herein stipulated, and for no other purpose.
- (d) Immediately prior to and after the Term, Curling Canada and the Licensor will jointly conduct a thorough inspection of the Venue with a view to determining its state of repair and maintenance and completing a full inventory of FF&E.
- (e) Curling Canada will leave the Venue at the conclusion of the Event in the same condition and state of repair as received by it excepting only reasonable wear and tear and will bear the cost of repairing all damage that may have been caused by Curling Canada, its exhibitors, invitees, visitors, sub-contractors, employees or agents, reasonable wear and tear excepted.
- (f) Both Parties agree to comply with all laws, rules and regulations of the Government of Canada and the Province of \_\_\_\_\_\_ and with all applicable bylaws, rules, resolutions, and requirements of the City of \_\_\_\_\_\_, and will not do nor suffer to be done anything on the Venue in violation of any such laws, bylaws, rules regulations, resolutions, and requirements.
- (g) Curling Canada will secure all licenses, permits and approvals that may be required in connection with the use of the Venue for the Event, including without limitation occupancy licenses and those required by bylaws, rules and/or regulations of governmental authorities, as well as alt-licenses required by any performing arts societies such as SOCAN or SESAC for music or other copyrighted works to be utilized or displayed at the Event. Licensor will ensure that all such licenses and permits cover the activities of Curling Canada in the Venue.

# 7. SPONSORSHIP

- a) Curling Canada will have the exclusive right to arrange sponsorships, suppliers, and other rights of affiliation or association with the Event. Licensor shall not grant any sponsorships, suppliers and other rights of affiliation or association that would affect or compete with any of the rights of Curling Canada hereunder and:
  - i) any such sponsorships, suppliers and other rights previously granted shall be suspended during the Term; and,
  - ii) any physical manifestations of such rights may be covered up or obscured by Curling Canada provided they are returned to their original condition post-Event.
- (b) The Licensor acknowledges that Curling Canada currently has agreements with the partners set out Schedule A ("Curling Canada Sponsors") including the beer, spirits, wine sponsors listed on Schedule A ("Curling Canada Beverage Sponsors"). No products or services that compete with the products or services of Curling Canada Sponsors will be permitted in the Venue during the Term.

## 8. SIGNAGE

- a) Licensor shall ensure or shall permit Curling Canada to take such steps as are necessary to ensure that the Venue is free and unencumbered of any advertising, corporate or commercial message or any commercial identification, logo or corporate colour scheme or any description that is inconsistent with or in conflict with the rights of any Curling Canada Sponsors. Licensor agrees that it shall not, during the term of this Agreement, grant any such inconsistent or conflicting signage to any other sponsors.
- b) Curling Canada will have the right to affix, install and maintain interior and exterior signage and display booths in the venue. Curling Canada may assign its rights hereunder to any Curling Canada Sponsor.

#### 9. ADVERTISING, MARKETING AND COMMUNICATIONS

- a) Curling Canada, through its media partners, will have the exclusive right to issue communications or press releases in respect of the Event and all Curling Canada's activities conducted at the Venue and the Licensor shall not have any rights with respect to the communication and release of such information.
- b) Curling Canada shall have the sole and exclusive right to promote and advertise the Event. All advertisements for the Event shall be developed by Curling Canada and shall be produced at the sole cost and expense of Curling Canada.

### 10. **INTELLECTUAL PROPERTY**

- a) Licensor will work with Curling Canada to oppose any intentional or unintentional attempt by a third party who is not an official Curling Canada Sponsor (a "Non-Partner") to create a false or unauthorized commercial association with Curling Canada or the Event ("Ambush Marketing"), where such Ambush Marketing occurs on or about the Venue, in an effort to protect the rights of those parties authorized by Curling Canada to exclusively associate themselves and their products or services with the Event.
- b) Use of any logos, emblems or other intellectual property of Curling Canada is restricted to users authorized in writing by Curling Canada. Licensor shall not use any Curling Canada intellectual property in any marketing and communications initiatives without the prior written approval from Curling Canada.

#### 11. INSURANCE

- a) Prior to commencement of the Term, to address Curling Canada's indemnification obligations hereunder, Curling Canada shall obtain, at its own cost and expense, the following insurance:
  - i) Comprehensive general liability insurance in respect of the Venue and the Event, and Curling Canada's obligations under this agreement, against claims for bodily injury including death, personal injury and property damage or loss, indemnifying, and protecting the Licensor, its respective employees, servants, agents, contractor's, invitees, or licensees, to the inclusive limit of not less than Five Million (\$5,000,000) dollars per occurrence.
  - ii) The policy will include coverage for Curling Canada's legal liability, Contractual Liability, non-owned automobile liability, Curling Canada and Contractor's Protective Liability, Employers Liability and Contingent Employers Liability.

- iii) The Licensor shall be an additional insured.
- iv) Upon request, Curling Canada shall produce to the Licensor a copy of the policy.
- b) Prior to commencement of the Term, to address its indemnification obligations hereunder, Licensor shall obtain, at its own cost and expense, the following insurance:
  - Comprehensive general Liability insurance in respect of the Venue and the Event, and Licensor's obligations under this agreement, against claims for bodily injury including death, personal injury and property damage or loss, indemnifying, and protecting Curling Canada, its respective employees, servants, agents, contractors, invitees, or licensees, to the inclusive limit of not less than Five Million (\$5,000,000) dollars per occurrence.
  - ii) Boiler and Machinery Insurance covering costs of repairing or replacing damaged equipment and machinery, including all equipment and machinery involved in the ice making process, and covering all business losses sustained by the Licensor and Curling Canada because of damages to such equipment or machinery.
  - iii) Curling Canada shall be an additional insured on these policies.
  - iv) Upon request, the Licensor shall provide Curling Canada with a copy of these policies.

# 12. INDEMNIFICATION AND LIABILITY

- a) Curling Canada agrees to indemnify and hold harmless the Licensor from and against any damages, losses, costs, and expenses arising from,
  - Curling Canada's non-performance of this License Agreement, if Curling Canada shall not be obligated to indemnify Licensor in respect of any such damages, losses, costs, or expenses caused by Licensor, or its employees, agents, contractors, licensees, or invitees and those for whom Curling Canada is not in law responsible.
  - ii) Bodily injury or death of any person caused by Curling Canada's, or its employees, agents, contractors, licensees or invitees, negligence, willful acts, or misconduct, arising during, or in connection with Curling Canada's operation and/or use of the Venue; and
  - iii) Any physical loss or damage, (beyond reasonable wear and tear), caused by Curling Canada or its employees, agents, contractors, licensees, or invitees, negligence, or willful acts, or misconduct, to all or part of the Venue or to any equipment, assets or other property related thereto, related to Curling Canada's operation, and/or use of the Venue.
- b) Licensor agrees to indemnify and hold harmless Curling Canada from and against any damages, losses, costs, or expenses arising from:
  - i) Non-performance of this License Agreement, if Licensor shall not be obligated to indemnify Curling Canada in respect of losses, costs or expenses caused by Curling Canada, or its employees, agents, contractor, licensees, or invitees, and those for whom the Licensor is not in law responsible.
  - ii) Bodily injury or death of any person caused by Licensor's negligence, willful acts, or misconduct, arising during, or in connection with Licensor's operation and/or use of the Venue; and,
  - iii) Any physical loss or damage, (beyond reasonable wear and tear) caused by the Licensor, or its employees, agents, contractors, licensees, or invitees, to all or part of Curling

Canada's equipment, assets or other property related thereto, related to the Licensor's operation and/or use of the Venue.

c) Except as provided above, in no event will either Party or its directors, officers, shareholders, employees, agents, assigns or successors in interest be liable to the other Party for any toss of profits, or indirect, special, incidental, punitive, aggravated, exemplary or consequential damages of any kind whatsoever, even if advised or aware of the possibility of such damages under any theory of law or equity, whether for breach of contract, tort or otherwise, arising out of or in any way related to this License Agreement, whether or not foreseeable.

## 13. BREACH

- a) In the event either Party fails to perform any of its obligations herein, the non-breaching Party shall give the breaching Party notice in writing of such breach. If the breaching Party fails to cure said breach within fifteen (15) days after receipt of notice, the non-breaching Party, at its option, shall have the right to:
  - i) terminate this License Agreement for material breach in accordance with Section 14; by giving five (5) days' written notice thereof to the breaching Party.
  - ii) sue the breaching Party for legal or equitable relief, and/or
  - iii) pursue any other remedy allowed hereunder or under applicable law. If the breach will cause irreparable harm to the non-breaching Party (for example, if in the case of Curling Canada the Event is imminent or already in play), then the non-breaching Party will not be required to give written notice to the breaching Party or to wait any period before pursuing any remedies hereunder or under applicable law, notwithstanding section 14.

## 14. TERMINATION

- a) Subject to the provisions of Sections 15 and 16 below, this License Agreement may be terminated by the Licensor on five (5) business days prior written notice to Curling Canada if:
  - Curling Canada materially breaches the terms of this License, and does not cure the breach within fifteen (15) business days of being notified of same in writing (or in the case of a material breach that cannot be cured in fifteen (15) business days does not begin to take steps to cure in fifteen (15) business days); or,
  - ii) Curling Canada becomes insolvent or bankrupt or its board of directors elect to wind up Curling Canada.
- b) Subject to the provisions of Sections 15 and 16 below, this License Agreement may be terminated by Curling Canada on five (5) business days prior written notice to Licensor if:
  - Licensor materially breaches the terms of this License, and does not cure the breach within fifteen (15) business days of being notified of same in writing (or in the case of a material breach that cannot be cured in fifteen (15) business days, does not begin to take steps to cure in fifteen (15) business days); or
  - ii) Licensor becomes bankrupt, insolvent, or elects to wind-up or dissolve the Licensor.

# 15. CANCELLATION OF EVENT

a) If the Event is cancelled by Curling Canada any time from the Effective Date of this License Agreement up to and including \_\_\_\_\_\_ (the "Cancellation Date"), there will be no

charge to Curling Canada for the Event, any deposit will be returned to Curling Canada and neither Party shall have any liability to the other.

b) If the Event is cancelled by Curling Canada at any time from day after the Cancellation Date until the commencement date of the Term, Curling Canada shall pay Licensor all amounts owing on account of the Base Fee at the time of cancellation, subject to commercially reasonable mitigation efforts by Licensor to lease the Venue (or portions thereof) to another licensee which amounts shall be credited to Curling Canada's account. Curling Canada shall have no obligation to pay amounts other than the Fees unless services have been rendered.

### 16. FORCE MAJEURE

a) If this License Agreement becomes impossible to perform due to events outside the Parties' reasonable control, including but not limited to acts of God, fires, floods, explosions, riots, wars, hurricane, vandalism, accident, restraint of government, catastrophic widespread disease and other like events (but excluding for certainty any strike or labour dispute) which prevents the availability and use of the Venue because of destruction or damage to the Venue and/or unfitness of the Venue for occupancy ("Force Majeure"), the Parties' performance under this License Agreement shall be suspended for the period of Force Majeure, or entirely where it will be impossible for Curling Canada, in its sole determination acting reasonably, to stage the Event. Where Force Majeure makes it impossible for Curling Canada any Fee, deposit, advance payment or any payments made whatsoever to Licensor, without any further liability or obligation on the part of either Curling Canada or Licensor.

## 17. COMPLIANCE WITH LAWS

- a) Curling Canada and Licensor shall abide by and conform to and comply with, and shall cause every person under its direction or control who is connected with the performance of any aspect of this License Agreement to fully abide by, conform to and comply with all applicable laws, rules, regulations and ordinances of Canada, the Province of \_\_\_\_\_\_, the City of \_\_\_\_\_\_, and their respective agencies for the use, occupancy and operation of the Venue.
- b) Curling Canada shall not use or attempt to use any part of the venue for any use or proposed use which would be contrary to law, common decency or good morals or otherwise improper or detrimental to the reputation of Licensor.
- c) Neither Curling Canada nor Licensor shall discriminate against any employee or any applicant for employment for any reason prohibited by law or against any person relative to admission, services or privileges offered to or enjoyed by the public for any reason prohibited by law.

#### 18. GENERAL OBLIGATIONS

a) This License Agreement (including all Schedules hereto) reflects the entire agreement between the Parties respecting the subject matter hereof and supersedes all prior agreements, understandings, or commitments, written or oral, between the Parties hereto. This License Agreement may only be modified or amended by a subsequent written agreement signed by both Parties hereto.

- b) This License Agreement may be transferred or assigned by Curling Canada provided the assignee agrees, in writing, to be bound by all the provisions hereof. This license agreement may not be assigned or transferred by the Licensor without Curling Canada's written permission, which shall not be unreasonably withheld.
- c) The relationship between Licensor and Curling Canada is that of independent contractors and not agents or employees. Under no circumstances shall this license be considered a contract of partnership or joint venture. Neither Party shall be liable for any of the debts, accounts, obligations or other liabilities of the other Party, its agents, or employees and neither Party shall have any authority to obligate or bind the other Party in any manner except as may be expressly provided herein.
- d) No waiver shall be effective unless in writing and executed by the Party to be charged with such waiver. No waiver shall be deemed a continuing waiver in respect of any subsequent breach or default, whether similar or dissimilar in nature, unless expressly stated in writing.
- e) Time is of the essence for the completion of the work described in this License Agreement.
- f) This License Agreement is entered into in the Province \_\_\_\_\_\_and in the event of any controversy or litigation, shall be governed by and construed in accordance with the laws of the Province of \_\_\_\_\_\_, without regard to its principles of conflicts of laws. The Parties hereby agree to the exclusive jurisdiction of the courts of the Province of \_\_\_\_\_.
- g) Any headings preceding the text of several sections, paragraphs or subparagraphs hereof are inserted solely for the convenience of reference and shall not constitute a part of this License Agreement, nor shall they affect its meaning, construction, or effect.
- h) This License Agreement may be executed in multiple counterparts, each of which shall be deemed an original but together shall contribute one and the same instrument.
- i) Each Party represents and warrants to the other Party that it has the full right, power, and authority to enter and perform this License Agreement.
- j) Delivered personally with a signed receipt evidencing such delivery, or transmitted by telecopier with confirmation of transmission, or delivered by duly recognized courier service to the following addresses:

Curling Canada	1660 Vimont Court Orleans, ON, K4A 4J4 Attention: Omid Kahriz omid.kahriz@curling.ca
Licensor	

SIGNED by the authorized signatories of the Parties, as of the Effective Date identified on the first page hereof.

Canadian Curling Association	
Per: Katherine Henderson Chief Executive Officer	

# SCHEDULE A - Curling Canada SPONSORS

SPONSOR	PROTECTED CATEGORY
Nutrient	Agricultural Seed, Nutrients and Crop Protection and
	Digital Agriculture Software Services and Applications.
Kruger Products	Industrial paper and packaging products; consumer
	paper products
New Holland	Agriculture and farm machinery; parts and service; new
	construction equipment sales, parts, and service
PointsBet	Sports Betting, online gaming & betting, sportsbooks,
	and associated software/platforms.
Home Hardware	Hardware, home improvements, house services and
	seasonal product
OK Tire & BKT Tire	Auto service, tires, and repairs.
AMJ Campbell	Home and business moving and storage services.
Dynasty	Athletic Apparel
AGI	Agricultural Infrastructure, Storage, Handling &
	Technology Solutions.
JET ICE	Water, paint and logos for arenas
BEVERAGE SPONSOR	PROTECTED CATEGORY
Original 16	Official Beer supplier to Curling Canada
ТВА	Official Spirits supplier to Curling Canada
ТВА	Official Wine supplier to Curling Canada