



**APPLICATION FOR HOSTING**

**2024**

**POINTS BET  
INVITATIONAL**

**SEPTEMBER 24-29, 2024**



## POINTSBET Invitational, September 25-29, 2024

### 1. Objective

Curling Canada is requesting expressions of interest for the hosting of the 2024 POINTSBET Invitational.

### 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 10,000 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 these Championships, Curling Canada is also responsible for the following events:

**PointsBet Invitational**

**World Championships (when held in Canada)**

**Curling Pre-Trials**

**Curling Trials**

**Doubles Trials**

### 3. Economic Impact Assessment - PointsBet Invitational

The following key benefits have been associated with the event:

- 22.5 hours of live television coverage for the Host Committee to leverage.
- The Host Committee retains 10% of net ticket sales.
- The rights and profits to any other revenues (i.e. 50/50 draws) during the course of the event are 100% retained by the Host Committee.

- A legacy from the event may be established for the benefit of curling in the region.
- Volunteer development and capacity enhancement for future events.
- 128 athletes, 15 officials, 35 television crew.
- Economic impact, as reported by previous host cities and EI assessments, is approximately \$1,500,000.
- Hotel rooms booked by Curling Canada (not including fans/supporters): 120 rooms per night.

## 4. Timelines

Please see **Page 17** for timelines for the bid process.

## 5. Bid Process

- Bid packages will be treated with confidentiality as a 'closed' process given the multitude of stake-holders and diverse interests which may be represented.
- Curling Canada reserves the right to not accept any or all of the bids at its discretion.
- While Curling Canada is seeking the best possible bid for this event, it is not obligated to accept the highest bid.
- 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.
- This document must be fully completed 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.

## EVENT

2024 POINTSBET INVITATIONAL

September 24-29, 2024

## DETAILS & REQUIREMENTS

- five (5) days of competition
- 32 teams of 4-5 persons
- prize purse in excess of \$350,000
- 2,000 seat arena (minimum) with an associated facility for a licensed food & beverage area
- 22.5 hours of live television coverage
- 125 room nights required per day (6-7 days) for television, athletes and staff;
- economic impact approximately \$1.5 million
- volunteer commitment approximately 125

## PAST HOSTS OF THIS EVENT

2022: Fredericton, NB

## FUTURE HOSTS OF THIS EVENT

2023: Oakville, ON

# APPLICATION FOR HOSTING - 2024 POINTSBET INVITATIONAL

## EVENT

Event Application pertains to: **2024 PointsBet Invitational**

Dates: **September 24-29, 2024**

Would you be interested in another if unsuccessful for this bid?

Yes ☐

No ☐

Have you notified your Curling Member Association of bid?

Yes ☐

No ☐

## ORGANIZATION SUBMITTING BID

Name of Applicant

Contact person

Contact phone

Contact email

Signature

## MAJOR COMPETITIONS

List any major sport competitions hosted in the past 5 years  
(prior hosting does not preclude awarding of event)

## HOST CITY INFORMATION

Name of Host City

List any major activities or events scheduled to take place in your city **one year before and/or one year after** the proposed dates of this Curling Canada competition (not exclusive to curling events). Please include any events where a bid has been submitted or are planning on submitting a bid where success is not currently known:

### EVENT

### DATES



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

- Operating a financially viable event.
- Event execution that supports athlete success.
- Present a world-class event that showcases athletes and presents Canada as a leader in sport.
- Provide a superior entertainment experience for all spectators & viewers.
- Maximize exposure through the media, television, participants and spectators at the event.
- Prominent promotion and exposure in local and national media.
- Leave a curling legacy for the Host Community.

## REVENUE GENERATION

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

### BID FEE

Minimum bid requirement towards event budget **\$50,000** - insert your bid number

Your bid fee is made up of the following: Cash considerations ...\$

Value in kind - budget relief items:

	Item	Value		
#1	<input type="text"/>	<input type="text"/>	...\$	<input type="text" value="\$0"/>
#2	<input type="text"/>	<input type="text"/>	...\$	<input type="text" value="\$0"/>
TOTAL BID FEE .....				<input type="text" value="\$0"/>

### TICKET SALE POTENTIAL

Number of people residing within 200km of venue

Number of registered curlers within 200km of venue

Outline (if any) pre-sale ticket drive as part of bid

- Total Tickets Pre-Sold
- Percentage of Building Occupancy



## COST CONTROL AND ATHLETE SERVICES

Bid analysis by Curling Canada weighs 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
3. Address
4. Facility Contact Name
5. Mobile
6. Email address
7. Owner / mgmt company (if any)
8. Size of main competition surface
9. Seating capacity of competition arena
10. Number of suites available for sale
11. Two (2) complimentary suites available for Curling Canada Yes ☐ No ☐
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. Provide a lighting level within the arena
18. Is there room for mobile broadcast truck within building or outside?
19. Number of dressing rooms in the rink
20. Number of function rooms available in facility  
(Minimum 10 rooms needed for questions 19/20)
21. Is there a functional room (separate of questions 19/20)  
with toilet access available to be used for Doping Control purposes?



# APPLICATION FOR HOSTING - 2024 POINTSBET INVITATIONAL

22. Is there an existing medical / training room available?
23. What medical service provider does the venue currently use
24. Distance to closest hospital
25. Can sponsored food / beverage be brought into the arena?
26. Is there free or paid parking? If paid parking lots available, what is the cost?
27. Curling Canada requires a maximum of 50 parking spots. Achievable? Yes ☐ No ☐
28. Is there a jumbotron? Please attach technical specifications
29. Does the jumbotron have an assigned operator available for the competition days?
30. Approximate size of the concourse? Is it available to setup sponsor booths and kiosks for Curling Canada's corporate partners?
31. Does the arena have free public WiFi available? ☐ Yes ☐ No
32. What is the approximate strength and upload and download speeds for WiFi?

## TICKETING, SERVICE FEES & ADVANCE PAYMENT TERMS

Does the venue require dealing with an exclusive ticketing provider agreement? If so, please provide details regarding anticipated fees or fee ranges. Curling Canada may consider sourcing our own supplier and agreements if not required by the venue.

All fees related to ticketing including credit card charges will be considered payable by the customer over and above the advertised price and must be displayed to the customer at the time of purchase. Curling Canada acknowledges ticket related fees vary by venue and ticket service provider. As a condition of any bid being accepted, any and all fees must be agreed to before any announcement being made. Please list applicable ticket related fee categories and identify what it includes as applicable.

# APPLICATION FOR HOSTING - 2024 POINTSBET INVITATIONAL

Where possible and **only if applicable**, provide estimated ticket **fees** for the following categories:

14 - 25 game packages	<input type="text"/>
4 - 13 game packages	<input type="text"/>
2 - 3 game packages	<input type="text"/>
single game tickets	<input type="text"/>

In the event that your existing ticketing provider, if applicable, is unable to provide the necessary level of technology to meet Curling Canada's package and reserved seating needs, or if your ticketing provider agreement is not exclusive or not applicable to our event, please advise what venue fees that would have to be applied in a situation that Curling Canada sources its own supplier.

Curling Canada will require advanced funds on ticket sales at minimum rate of 75% of face value. The understanding is retained funds will go towards paying rent and expenses. Venues must agree to advance funds on a mutually agreed to schedule as part of a venue agreement. That schedule will be no less than quarterly payments starting no more than 3 months after the initial on sale.

All ticket sales proceeds will be held in a trust account in the name of Curling Canada.

## VENUE MAP

PLEASE PROVIDE A VENUE MAP OUTLINING ALL ROOMS ON ALL LEVELS AVAILABLE FOR USE.

## CONVENTION SPACE

- 1 Name of convention space available for Entertainment Area
- 2 What are the dimensions of available rooms?
- 3 What is the daily rental fee for the room?
- 4 Distance from the 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?

# APPLICATION FOR HOSTING - 2024 POINTSBET INVITATIONAL

## 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 [fdirocco@meetingencore.com](mailto:fdirocco@meetingencore.com).

Hotel#1 Name	<input type="text"/>
Address	<input type="text"/>
Contact Name	<input type="text"/>
Contact Number	<input type="text"/>
Email Address	<input type="text"/>
Hotel website	<input type="text"/>

Hotel#2 Name	<input type="text"/>
Address	<input type="text"/>
Contact Name	<input type="text"/>
Contact Number	<input type="text"/>
Email Address	<input type="text"/>
Hotel website	<input type="text"/>

Hotel#3 Name	<input type="text"/>
Address	<input type="text"/>
Contact Name	<input type="text"/>
Contact Number	<input type="text"/>
Email Address	<input type="text"/>
Hotel website	<input type="text"/>

## EVENT DATES:

Access to ice surface: 1:00AM, Sunday, September 21  
Setup days: September 21-24  
Practice days: September 24-25  
Event days: September 25-29  
Tear down and move out: September 29 by midnight (ice surface)

## BASE RENTAL FEE

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

\$

## COSTS TO BE INCLUDED IN BASE RENTAL FEE

- IATSE costs in venue and convention space (if applicable)
- Ushers
- Box office staff
- 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 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
- 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
- Use of suites and boxes as outlined in Application to Host

## ADDITIONAL COSTS

### Costs to be paid by Curling Canada include:

- In-ice sponsor logos and curling rings
- Carpeting, pipe and drape
- Setup and tear-down of media bench
- All ice making

## 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 concourse food and all beverage concession sales revenue (alcoholic and non-alcoholic) on official practice day and event days will be split 75% Venue / 25% 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. Venue 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

Venue 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 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.

## ARENA MANAGEMENT ADVERTISING AGREEMENT

We hereby confirm that except for advertising allowed by Curling Canada, the arena will be free from all advertising during the **2024 PointsBet Invitational**.

The arena means the whole of the inside of the rink that can be viewed within TV sight lines (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

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

## ARENA MANAGEMENT REPRESENTATIVE:

Name

Date

Signature



# APPLICATION FOR HOSTING - 2024 POINTSBET INVITATIONAL

, 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 pro-ected categories. All local sponsorships require Curling Canada approval and protected categories are subject to change.

Name

Date

Signature

I have the authority to bind the applicant organization ☐

## COMMUNITY INVOLVEMENT

Bid analysis by Curling Canada weighs Community Involvement and desire as **10% of the strength of any bid**. Please attach to the application package **in two pages or less** answers to the following questions.

- Why does your city want to host this championship?
- If your bid is successful, what are the committee's plans to market the championship to local residents?
- If your bid is successful, what are the committee's plans to engage local sponsorship in support of this event?
- 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?
- 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?
- 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?

## PLEASE SUBMIT ELECTRONICALLY TO:

Danny Lamoureux  
[danny@curling.ca](mailto:danny@curling.ca)  
613-878-3682

## TIMELINES FOR THE BIDDING PROCESS

DEADLINE	DELIVERABLE	NECESSARY DOCUMENTS	WHO TO PREPARE
<b>July 1, 2023</b>	Curling Canada provide all MA's with proposed dates (including setup and tear-down if necessary) for all events that can be bid on for the 2023-2027 seasons.	Summary of Events to be bid upon	Curling Canada
<b>October 31 2023</b>	All application packages due to Curling Canada	Completed Application Form	Local Committee
<b>October 2023</b>	Site visits scheduled (only if necessary)		Curling Canada
<b>December 2023</b>	Decisions and notifications		Curling Canada



## **SAMPLE 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.

- xxiii) 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 (including suites).
- 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, any complimentary tickets required. 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.
- h) Curling Canada will have exclusive use of two (2) suites for the duration of the event, free of charge (food and beverage not included).

## **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):
- i) 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) Licensors 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 Licensors 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 Licensors 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 Licensors in the Venue which comes to the attention of Curling Canada, its officers, employees, members, servants or contractors, notwithstanding that Licensors 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) Licensors 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:
  - i) 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:
  - i) 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.
  - 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) Licensors agree 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:
  - i) Non-performance of this License Agreement, including breach of the warranty referred to in Section 23 (a), if Licensors 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 Licensors is not in law responsible.
  - iii) Bodily injury or death of any person caused by Licensors's negligence, willful acts, or misconduct, arising during, or in connection with Licensors's operation and/or use of the Venue; and
  - iv) Any physical loss or damage, (beyond reasonable wear and tear) caused by the Licensors, 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 Licensors'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 non-breaching Party, at its option, shall have the right to:
  - i) 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:
  - i) 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 20 and 21, this License Agreement may be terminated by Curling Canada on five (5) business days prior written notice to Licensor if:
  - i) 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 it 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:

Curling Canada	1660 Vimont Court Orleans, ON, K4A 4J4 Attention: Omid Kahriz <a href="mailto:omid.kahriz@curling.ca">omid.kahriz@curling.ca</a>
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Licensor	Address  Attention: Email address
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SIGNED by the authorized signatories of the Parties, as of the Effective Date identified on the first page hereof.

<b>Canadian Curling Association</b> Per Katherine Henderson Chief Executive Officer	<b>Licensor</b> Per Title
<hr/> <i>signature</i>	<hr/> <i>signature</i>

## **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**

- a) 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.



## SCHEDULE B – 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
TBA	Official Spirits supplier to Curling Canada
TBA	Official Wine supplier to Curling Canada

## **SCHEDULE C – BOX OFFICE CHARGES**