



OUTDOOR PLAZA EVENT AGREEMENT

THIS AGREEMENT made as of _____, 20__.

BETWEEN:

CANADIAN BROADCASTING CORPORATION, a corporation constituted pursuant to the *Broadcasting Act* ("CBC")

AND:

_____, having its principal place of business at _____

Contact Person (name and title): _____

Telephone No.: _____

Email: _____ (the "User")

WHEREAS:

- A. The User wishes to use certain community spaces located at the CBC Broadcast Centre situate at 700 Hamilton Street, Vancouver, British Columbia (the "Centre") strictly for the purpose of producing and presenting _____ (the "Event").
- B. CBC has agreed to grant a licence to the User to use that portion of the Centre as more particularly described herein for the purpose of producing and presenting the Event on the terms and conditions set out herein.

NOW THEREFORE in consideration of these premises, the mutual covenants, terms, warranties, representations and undertakings as set out herein, together with such other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

SECTION 1 - LICENCE

- 1.1 CBC hereby grants to the User only (without any right or authority to assign or transfer this grant in any manner) the licence (the "Licence") to use the outdoor performance plaza and its stage located near the entrance to the Centre and the washrooms and access areas designated by CBC for such use located in the Centre (collectively, the "Use Areas") for the purpose of producing and presenting the Event from _____ a.m./p.m. on _____, 20__ until _____ a.m./p.m. on _____, 20__ (the "Use Period").
- 1.2 It is expressly understood and agreed that the Use Period includes the Event set-up and take-down times.

SECTION 2 - FINANCIAL PROVISIONS

- 2.1 In consideration of being granted the Licence, the User shall pay to CBC a fee (the "Fee") equal to \$_____, plus Goods and Services Tax ("GST"), being a reasonable estimate or the actual amount of the direct and reasonable out-of-pocket wages paid or to be paid to CBC's staff for the time spent or to be spent by such staff in setting up before, taking down and cleaning up the Use Areas and disposing of garbage after the Event (in each case if requested by the User pursuant to section 4.2(b)) and, if the Event involves an audience, for the time spent or to be spent by one additional security person for the access areas referred to in section 1.1. If after payment of any such reasonable estimate:
- (a) the Event is cancelled before any such time is spent, the Fee paid shall be repayable to the User; or
 - (b) the actual amount of such direct and reasonable out-of-pocket wages is less than the estimate, the difference shall be repayable to the User;

in either case not earlier than (five) business days (nor later than fifteen (15) business days) after, in the case of (a) above, such cancellation or, in the case of (b) above, the date on which the Use Period ends.

- 2.2 The User shall pay to CBC no later than eight (8) weeks prior to the commencement of the Use Period, a security deposit (the "Security Deposit") equal to \$_____. The Security Deposit will be held by CBC in a non-interest bearing account as continuing security for the faithful performance by the User of all of the terms, conditions and covenants of this Agreement to be observed and performed by the User. CBC shall be entitled to deduct and retain from the Security Deposit without duplication:
- (a) the Fee, if and to the extent not previously paid;
 - (b) any extraordinary determinable and documented incremental costs of providing utilities and services at the request of the User, such as but not limited to long distance telephone charges and the determinable and documented incremental cost of electricity to power any equipment provided by or to the User which requires more than 110 volt service;
 - (c) any charges pursuant to section 4.2(a), if and to the extent not otherwise paid pursuant to this section; and
 - (d) any additional damages, costs and expenses as a result of any breach by the User of this Agreement.

The balance, if any, of the Security Deposit shall be repayable to the User not earlier than five (5) business days (nor later than fifteen (15) business days) after the later of the date on which the Use Period ends and the date on which all equipment related to the User's Event has been taken down in accordance with the provision of Section 4 hereof.

- 2.3 If the aggregate of the items in sections 2.2(a) to (d) exceeds the amount of the Security Deposit, then the User shall be required to pay such excess amount to CBC immediately upon receiving notice of the same.

SECTION 3 - REPRESENTATIONS & WARRANTIES

- 3.1 The User hereby represents and warrants that:
- (a) it is a registered charity or society or other non-profit organization with a cultural or artistic mandate located in the City of Vancouver; and
 - (b) it has the full right and power to conclude and execute this Agreement.

SECTION 4 - TERMS OF USE

- 4.1 The User covenants and agrees that:
- (a) the Event shall be open and available to the general public without charge;
 - (b) it shall, no later than eight (8) weeks prior to the commencement of the Use Period and at its sole cost, provide to CBC proof of its registration as a registered charity or society or other non-profit organization, as the case may be, to the satisfaction of CBC in its sole discretion;
 - (c) it shall, on or before the commencement of the Use Period and at its own cost, obtain all necessary consents, approvals, permits and authorizations of any federal, provincial or municipal governmental authority required for the production, creation and presentation of the Event or the use of Use Areas as contemplated herein;
 - (d) it shall comply, at its own cost, with all federal, provincial or municipal sanitary, fire and safety laws, bylaws, regulations and requirements pertaining to the use of the Use Areas as contemplated herein and the production, creation and presentation of the Event including, without limitation, with respect to paying royalties relating to performing rights for musical and artistic works;
 - (e) it shall provide, at its own cost, any equipment which may be required for the Event other than the CBC Equipment (as that term is defined in section 4.2(a));
 - (f) it shall, during the Use Period, set up the Use Areas for the Event;
 - (g) it shall provide volunteers or security personnel (other than the security person referred to in section 2.1) to direct the audience and also provide any other necessary security for the Event;
 - (h) it shall, before the expiry of the Use Period, take down any equipment, including the CBC Equipment, required for the Event, remove the same from the Centre except the CBC Equipment which shall be returned to CBC, cleanup the Use Areas and dispose of any garbage;

- (i) it shall not interfere with or affect CBC's operations and business activities in the Centre;
- (j) it shall observe, and cause any of its agents, officers, employees or invitees to observe, the rules and regulations in place from time to time governing the use of the Centre; and
- (k) if the Event may involve a large audience with a potential impact on city streets, it shall inform the City of Vancouver Film and Special Events office of the nature and time of the Event and the anticipated size of the audience.

4.2 CBC covenants and agrees that:

- (a) if requested by the User prior to the commencement of the Use Period, it shall make available to the User for rent/hire, at the same rates as charged by CBC to third parties (or, if CBC then has more than one rate, at the rate charges to non-profit third parties), such equipment as CBC makes or has available for rent /hire at or from the Centre on a non-exclusive basis to non-profit parties for outdoor use (collectively, the "CBC Equipment") and, if the User does not chose to either operate any such particular equipment including the CBC Equipment or cause it to be otherwise operated and instead requests no later than twenty-one (21) days prior to the commencement of the Use Period that CBC provide the necessary operating staff, CBC shall make available such necessary operating staff (unless CBC informs the User at the time of, or within not more than one week of, such request that it is unable to do so due to other staffing requirements) at the same rates as charged by CBC to third parties (or, if CBC then has more than one rate, at the rate charged to non-profit third parties) for such operating services;
- (b) if requested by the User no later than twenty-one (21) days prior to the commencement of the Use Period, it shall (unless it informs that User at the time of, or within not more than one week of, such request that it is unable to do so due to other staffing requirements) assist the User in setting up, taking down and cleaning up the Use Areas during the Use Period (but without any charge except pursuant to section 2.1); provided that, notwithstanding the foregoing, the User acknowledges and agrees that CBC shall not be liable for any delay caused by the setting up, taking down or cleaning up of the Use Areas; and
- (c) without limiting the generality of section 1.1, it shall provide the User with reasonable access to the Use Areas during the Use Period in order to set up and otherwise prepare the Use Areas for the Event.

4.3 The User acknowledges and agrees that CBC may, at it sole discretion, cancel the booking of the Event without any further liability (except for any refund due pursuant to section 2.2) if:

- (a) if the User has not yet delivered an executed copy of this Agreement to CBC or paid the Security Deposit as required hereunder by the date requested by CBC and fails to do so within two (2) days of receiving notice from CBC requesting

the same and confirming a booking request from a Qualified User for the Use Areas during any portion of the Use Period;

- (b) if the User is in default of any of its obligations hereunder and fails to cure the same immediately upon receiving written notice from CBC setting out such default; or
 - (c) if the User has an outstanding account with CBC in relation to a previous use.
- 4.4 The User shall use reasonable care to prevent any damage to the Use Areas, the Centre and the CBC Equipment and, subject to CBC's obligations set out in section 4.5, will leave the Use Areas, the Centre and the CBC Equipment in the same condition as provided to the User at the commencement of the Use Period, reasonable wear and tear excepted. The User agrees to promptly repair or reimburse CBC (at CBC's sole option) for the cost of repairing any damage, other than reasonable wear and tear, to the Use Areas, the Centre or the CBC Equipment caused by User, its agents, officers, employees or invitees.
- 4.5 CBC shall use good commercial efforts to repair or replace any of the CBC Equipment which breaks down during its normal use by the User.
- 4.6 The User acknowledges and agrees that the use of the trademark "CBC", "Canadian Broadcasting Corporation", "CBC Broadcast Centre" or any CBC mark or logo, conveyed in any manner (for example internet sites or written brochures) in any promotional, descriptive or marketing literature is not permitted without the prior written consent of CBC, which consent may be arbitrarily withheld; provided that such consent shall not be required for purposes of using "CBC Broadcast Centre" to advertise the location of the Event. In the case of any other purpose, CBC will provide the User with a consent application form on request.
- 4.7 The User shall not, and shall not permit or authorize any other party to:
- (a) produce or otherwise create any visual recording of any kind in or about the Centre without the prior written approval of CBC, which consent shall not be unreasonably withheld; provided that no visual recording of any CBC staff shall occur without their consent; nor
 - (b) place any sponsor advertising within the Use Areas without the prior written approval of CBC.
- 4.8 Except in any listing of Centre events (for which the User hereby grants to CBC, without remuneration of any kind, a non-exclusive right and licence to use and post the User's name and/or logo), CBC shall not use or post the User's name and/or logo for the purposes of promoting the Centre on the www.cbc.ca website or otherwise.
- 4.9 The User hereby acknowledges that, notwithstanding anything herein to the contrary, CBC shall not be liable for any loss of equipment or any delay or cancellation of the Event where such delay or cancellation arises as a result of an act of God, unfavourable weather, civil commotion, war-like operation, invasion, rebellion, hostilities, sabotage, strike, lock out, work stoppage or work disruption, or being unable to obtain any material, service, utility or labour required to fulfil such

obligation or by reason of any statute, law or regulation of or inability to obtain any permission from any governmental authority having lawful jurisdiction preventing, delaying or restricting such fulfilment, or by reason of other unavoidable occurrence. The User hereby further remises, releases and discharges forever CBC of and from any and all claims, damages and costs of whatsoever kind and howsoever arising, whether known or unknown, and which the User now has or at any time hereafter can, shall, or may have in any way resulting or arising from any cause, matter, or thing whatsoever relating to or resulting from this Agreement and/or the Event except where the same is caused by the gross negligence of CBC or those for whom it is at law responsible.

SECTION 5 - USER'S INSURANCE

- 5.1 The User shall take out and keep in full force and effect throughout the Use Period:
- (a) comprehensive general public liability insurance on an occurrence basis against claims arising from the acts or omissions of the User, its agents, officers, employees or invitees during its use of the Use Areas in addition to liability for death, injury, damage to property, loss and such other perils as are from time to time included in the usual "all risks" endorsement; and
 - (b) such other insurance in such amounts as may be reasonably required by CBC in respect of the Use Areas and the Event.
- 5.2 The policies described in section 5.1 shall have a limit of not less than Two Million Dollars (\$2,000,000.00) in respect of any one occurrence, contain a cross liability and severability of interests clause, contain a waiver of subrogation clause in favour of CBC, be primary insurance that will not call into contribution any other insurance available to CBC, name CBC as an additional insured and, if applicable, a loss payee, and contain a requirement that the insurance company will notify CBC at least thirty (30) days prior to any material policy change or cancellation. The User shall provide CBC with certificates evidencing the insurance policies not less than fifteen (15) days prior to the Use Period.

SECTION 6 - INDEMNITY

- 6.1 The User hereby agrees to indemnify and hold CBC harmless from and against any and all claims, demands, loss, liability, costs, damage and expense including, without limitation, reasonable legal fees, including an allocable share of in-house lawyers' fees and costs, which CBC may suffer or incur by reason of the use by the User of the Licence or any breach by the User, or those for whom it is responsible for at law, of any of its representations, warranties, covenants or obligations under this Agreement except where the same is caused by the wilful misconduct or negligence of CBC.

SECTION 7 - GENERAL

- 7.1 This Agreement contains the whole agreement between the parties in respect of the subject matters hereof and supersedes any previous agreements or understandings and that there are no warranties, representations, terms, conditions or collateral agreements express, implied or statutory or other than expressly set out in this Agreement. The User shall not assign this Agreement in whole or in part.

- 7.2 This Agreement shall be deemed to be made pursuant to and shall be construed, performed and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Should any part of this Agreement be void or unenforceable for any reason whatsoever, such section(s) shall be severable and the remainder of the Agreement shall remain in full force and effect.
- 7.3 CBC is subject to *the Access to Information Act*, R.S. 1985, c. A-1. As a consequence, records held by the CBC may be subject to a request for access and be disclosed if no exclusion or exemption provided for in the Act applies.
- 7.4 Notwithstanding the terms and conditions of this Agreement, nothing herein shall constitute the recognition or acknowledgement by CBC that the Province of British Columbia has any jurisdiction over it.
- 7.5 Time shall be of the essence in this Agreement.
- 7.6 A waiver by either party of strict compliance with any term or condition hereof shall not in itself constitute a waiver of the rights of said party in the event of a subsequent breach of said term or condition.

7.7 Unless otherwise provide for hereunder, all notices shall be in writing and shall be delivered personally, or by registered mail, postage prepaid, or by facsimile, and shall be addressed as follows:

In the case of CBC:

Canadian Broadcasting Corporation or
P.O. Box 4600
Vancouver, British Columbia
V6B 4A2
(mailing address)
Attention: CBC Production Manager
Fax: 604-662-6414

Canadian Broadcasting Corporation
700 Hamilton Street
Vancouver, British Columbia
V6B 2R5
(street address)

In the case of the User:

To the corresponding address appearing at page 1 of this Agreement.

Any such notice shall be deemed to have been received on the day on which it is delivered; or if mailed by registered mail, on the date of delivery or when delivery was first attempted; or if sent by facsimile on the first business day following the date of such transmission.

IN WITNESS WHEREOF the parties hereto have signed this Agreement as at the date first mentioned on page one of this Agreement.

CANADIAN BROADCASTING CORPORATION

Per: _____

Name:
Title: CBC Production Manager

Per: _____

Name:
Title: CBC Regional Comptroller

Per:

Name
Title: