



HOCKEY HALL OF FAME
SPECIAL EVENT OCCUPANCY AGREEMENT

OWNER OF THE PREMISES:	Hockey Hall of Fame and Museum Brookfield Place, 30 Yonge Street Toronto, Ontario Canada M5E 2X8 (hereinafter "HHOF")
NAME OF OCCUPANT/LICENSEE:	[insert legal business name address address address] (hereinafter "LICENSEE")
DESCRIPTION OF THE PREMISES:	The public exhibit areas of the Hockey Hall of Fame located at Brookfield Place, Toronto, limited to: ___ TSN Theatre ___ Tim Hortons Theatre ___ Esso Great Hall ___ Concourse Level ___ Founder's and/or Vault Conference Room(s) ___ No limitations (i.e. All public areas, except retail store unless requested and approved by HHOF) OR: ___ Presentation Room/Theatre at the "D.K. (Doc) Seaman Hockey Resource Centre", 400 Kipling Ave., Toronto. (collectively hereinafter the "PREMISES")
PURPOSE AND DATE(S) OF OCCUPANCY:	[insert purpose of the event(s), date(s) and times(s)] (hereinafter the "RESERVED OCCUPANCY")
RENTAL FEE(S):	[insert rental fee(s), if any] (hereinafter the "RENTAL FEE(S)")

In consideration of LICENSEE's confirmation to use the PREMISES and for the covenants now made to HHOF by LICENSEE, HHOF shall reserve the PREMISES and grant private access thereto for LICENSEE only in connection with the RESERVED OCCUPANCY, subject to the terms and conditions set forth hereinafter in this "SPECIAL EVENT OCCUPANCY AGREEMENT" including all schedules attached hereto. The capitalized terms defined above shall have their respective meanings in this Agreement.

LICENSEE hereby acknowledges and agrees to the following terms and conditions governing the use of the PREMISES in connection with the RESERVED OCCUPANCY:

1. FEES AND TERMS OF PAYMENT

LICENSEE agrees to pay to HHOF the following:

- (a) A non-refundable deposit of 100% of the RENTAL FEE(S), if applicable, upon execution of this Agreement to reserve and guarantee LICENSEE's use of the PREMISES for the RESERVED OCCUPANCY.
- (b) A further deposit of 100% of all relevant estimated charges, including applicable sales taxes, with respect to LICENSEE's use of the PREMISES for the RESERVED OCCUPANCY, including, without limitation, food and beverage, catering rentals, audio-visual equipment, merchandise, special entertainment, HHOF Staffing Fees (if RENTAL FEE(s) are not applicable or if required beyond scope of normal service levels), additional services

and related fees, in accordance with the Special Event Budget Estimate (hereinafter "SEBE") for each respective event date of the RESERVED OCCUPANCY duly signed by HHOF and LICENSEE, which shall become due and payable within three (3) business days prior to each respective event date of the RESERVED OCCUPANCY.

- (c) All relevant charges with respect to LICENSEE's use of the PREMISES for the RESERVED OCCUPANCY (based on the final SEBE duly signed by HHOF and LICENSEE for each respective event date of the RESERVED OCCUPANCY, and any subsequent direction made by LICENSEE not contemplated by such SEBE), plus applicable sales taxes, less the amounts deposited under Subsections 1(a) and 1(b) above, which shall become due and payable upon invoicing by HHOF.
- (d) All RENTAL FEE(S), if applicable, and other relevant charges shall be billable and paid in Canadian currency (or the U.S. dollar equivalent subject to the then current exchange rate upon receipt) by cheque, wire transfer or credit card (LICENSEE shall reimburse HHOF for any credit card charges in excess of 10% of the RENTAL FEE(S) applicable to the aggregate of all credit card payments).
- (e) A \$350.00 surcharge will be added to the RENTAL FEE(S), if applicable, in connection with LICENSEE's use of the PREMISES for the RESERVED OCCUPANCY on each respective event date which continues beyond 11:00 P.M.

2. CANCELLATION

- (a) Notwithstanding that the deposit paid pursuant to Subsection 1(a) above is non-refundable, such deposit may be applied as a credit towards the future rental of the PREMISES by LICENSEE only to the extent that (i) such future rental occurs within ninety (90) days following the cancelled event date of the RESERVED OCCUPANCY (it being understood that such credit shall not apply to any cancellation of such future rental), and (ii) LICENSEE has paid all applicable late cancellation fees in accordance with Subsection 2(b) below.
- (b) Any cancellation of the RESERVED OCCUPANCY by LICENSEE shall require written notice via facsimile to HHOF (416-360-1501) and shall become effective upon receipt thereof (regardless of the date indicated on the notice). LICENSEE shall pay a late cancellation fee as a percentage of the latest SEBE charges pursuant to Subsection 1(b) above in accordance with the following scale (less any amounts deposited on account thereof): (i) 100% if cancellation notice is provided within three (3) business days prior to the respective event date of the RESERVED OCCUPANCY; (ii) 50% if cancellation notice is provided within four (4) to seven (7) business days prior to the respective event date of the RESERVED OCCUPANCY; or (iii) 25% if cancellation notice is provided within eight (8) to thirty (30) business days prior to the respective event date of the RESERVED OCCUPANCY. The fees payable under this Subsection (b) shall become due and payable upon the date of cancellation. Any failure by LICENSEE to provide notice of cancellation shall not in any way discharge LICENSEE from its obligation to pay all charges applicable to the RESERVED OCCUPANCY in accordance with Subsection 1(c) above.
- (c) Any cancellation fees paid pursuant to Subsection 2(b) above in excess of the sum of any and all out-of-pocket expenses incurred by HHOF and/or its suppliers plus 15% of such expenses in connection with LICENSEE's cancellation of the RESERVED OCCUPANCY or any part thereof shall be held on account for a period of ninety (90) days following the cancelled event date as a credit to be applied against charges (except rental fees) applicable to any future use of the PREMISES by LICENSEE within that time period, failing which HHOF shall be permitted to use such excess cancellation fees for whatever purpose it sees fit.
- (d) Neither party shall be responsible for its failure to perform or for delay in performance hereunder due to causes beyond its control and not occasioned by its fault or negligence, including, without limitation, acts of God, fire, theft, flood, war, riot, embargo, or acts of civil or military authorities. In the event the condition that has given rise to the delay or failure of performance cannot be removed by the non-performing party, then the non-performing party, after consultations with the other party, shall have the right to cancel the RESERVED OCCUPANCY by providing written notice and without further obligation or liability to the other party, except that (i) if HHOF is the non-performing party, then HHOF shall repay to LICENSEE all deposits applicable to the cancelled event date pursuant to Subsections 1(a) and 1(b) above, or (ii) if LICENSEE is the non-performing party, then HHOF shall repay only the amount of the deposit made pursuant to Subsection 1(b) above in excess of the sum of any and all out-of-pocket expenses incurred by HHOF and/or its suppliers plus 15% of such expenses in connection with the cancellation of the RESERVED OCCUPANCY or any part thereof. For greater certainty, HHOF shall have no obligation to repay to LICENSEE the deposit applicable to the cancelled event date pursuant to Subsection 1(a) above in the event of cancellation by LICENSEE under this Subsection (d).

3. DAMAGE, THEFT AND LICENSEE'S PROPERTY

- (a) LICENSEE shall be responsible to reimburse HHOF for the cost to repair any damage or defacing to the PREMISES in connection with the RESERVED OCCUPANCY, including all HHOF property therein, and/or the replacement cost of any stolen property in connection therewith.
- (b) LICENSEE shall be responsible for any property of LICENSEE (or related third party) used on the PREMISES in connection with the RESERVED OCCUPANCY, including any and all liability in connection with the damage or theft of such property.

4. INSURANCE

- (a) LICENSEE shall obtain general liability insurance in the amount of \$2,000,000 covering any claims, suits, loss, damage to property, personal injury or death, arising in connection with the RESERVED OCCUPANCY.
- (b) LICENSEE shall provide to HHOF a certificate of insurance evidencing the coverage specified in Subsection 4(a) above, not less than 48 hours prior to each respective event date of the RESERVED OCCUPANCY.

5. CONCESSIONS AND MERCHANDISING

- (a) HHOF reserves the exclusive right to control all concessions on the PREMISES at any time and to sell or distribute any and all forms of merchandise, food and beverage and other products or services, without limitation, in connection with the RESERVED OCCUPANCY.
- (b) Pursuant to Subsection 5(a) above, LICENSEE shall not offer for sale any product or service on the PREMISES without the written consent of HHOF, which may be subject to supplemental terms and conditions specified by HHOF.

6. AUTHORIZED CATERER AND SUPPLIERS

LICENSEE agrees to use, in connection with the RESERVED OCCUPANCY, only an authorized contract caterer and other suppliers licensed by HHOF to provide products and services on the PREMISES. All related third party fees and billings shall be paid directly to HHOF pursuant to the provisions of Sections 1 and 2 above. LICENSEE acknowledges and agrees that (i) HHOF is hereby contracting as the exclusive agent authorized to act on behalf of the contract caterer that provides food and beverage services to LICENSEE on the PREMISES and (ii) such contract caterer and LICENSEE shall be deemed contracting parties hereto in connection with such food and beverage services and any other services mutually agreed between them.

7. CONSUMPTION OF ALCOHOLIC BEVERAGES

The consumption of alcoholic beverages on the PREMISES is subject to the acquisition of a "Special Occasion Permit" issued by the Liquor Licensing Board of Ontario, which is applied for in advance of each respective event date of the RESERVED OCCUPANCY on behalf of LICENSEE by the authorized contract caterer referred to in Section 6 above.

8. BROADCASTING, RECORDING AND PHOTOGRAPHS

LICENSEE shall not broadcast, record or otherwise exploit electronic media in any manner whatsoever on the PREMISES without the written consent of HHOF, which may be subject to supplemental terms and conditions specified by HHOF.

9. PUBLICITY

LICENSEE shall not use the name and/or logos and/or any other intellectual property belonging to HHOF in the advertising and promotion of any activity or event associated with LICENSEE's use of the PREMISES for the RESERVED OCCUPANCY or otherwise, without the written consent of HHOF. HHOF will provide the format and design of the name and/or logos and/or proprietary rights of HHOF (including any image or likeness of the PREMISES or any part thereof) that LICENSEE must use for any such approved advertising and promotion (all such uses shall be subject to HHOF approval in its sole discretion).

10. SMOKING

HHOF is a smoke-free environment such that smoking is prohibited in all areas of the PREMISES at all times.

11. EJECTION

HHOF reserves the right to eject any objectionable person from the PREMISES and in the event of the exercise of this right by HHOF, or by any of its servants or agents, or by law enforcement officers, LICENSEE waives any right and all claims for damages related thereto. If, in the opinion of HHOF, the activity or event taking place in the PREMISES, and/or persons in attendance at any time during the RESERVED OCCUPANCY, features acts or exhibitions or anything else which are obscene, licentious, immoral, or illegal, then HHOF may cancel the RESERVED OCCUPANCY or any part thereof in which case HHOF shall retain all fees paid heretofore by LICENSEE and/or remove from the PREMISES all persons including LICENSEE and its patrons, and LICENSEE shall have no claim in respect thereof.

12. STANDARD RULES AND REGULATIONS

- (a) LICENSEE shall not commit any nuisance or knowingly do or permit to be done anything, which may result in the creation or commission of a nuisance upon the PREMISES.
- (b) LICENSEE shall not use, or permit the use on the PREMISES, any liquid or solid substance of an explosive or highly flammable or toxic nature.
- (c) LICENSEE shall not install any wires, electronic devices or appliances, plumbing fixtures, or pipes on the PREMISES, or erect and operate on the PREMISES any steam engine, boiler, motor, stove, or machinery operated by electricity or other power without the prior written consent of HHOF.
- (d) LICENSEE shall not allow nails, tacks, screws or similar articles to be driven or placed in any part of the PREMISES.
- (e) LICENSEE shall provide and pay for any special lights or lighting fixtures other than those in ordinary usage on the PREMISES. LICENSEE or its agents or employees shall not waste the light and water provided. In the event of any waste, LICENSEE shall be liable therefore.
- (f) LICENSEE shall not place, inside or outside of the PREMISES, any decorations or signage without the prior approval of HHOF (LICENSEE acknowledges that certain restrictions for promotional signage shall apply in order to protect certain rights granted to HHOF's promotional licensees and HHOF's right of approval hereunder shall be granted or withheld in its sole discretion). All approved decorations or signage shall be placed or installed without damaging or defacing the PREMISES and shall be subject to the supervision of HHOF.
- (g) LICENSEE shall not obstruct any portion of the sidewalks, stairs or ways of access to the public utilities or fire exits located on the PREMISES.
- (h) LICENSEE shall not sell or serve or allow cigarettes, cigars, beverages, food, gum or refreshments of any kind to be sold, used, consumed, brought into or served on the PREMISES, except as permitted by HHOF.
- (i) LICENSEE shall not use or permit the PREMISES to be used for sleeping, lodging, immoral, unlawful or objectionable purposes.
- (j) LICENSEE shall permit all members of staff of HHOF to enter the PREMISES at any time and on any occasion in the performance of their duties. Such employees shall make their identity known.
- (k) LICENSEE shall not bring or keep any animals on the PREMISES or allow the same to be brought or kept on the PREMISES without the written consent of HHOF. In the event that HHOF consents to the presence and use of an animal or animals on the PREMISES, the same shall be brought and kept therein only when required for a performance and rehearsals and then only during the hours when the performance and rehearsals are in actual progress.
- (l) LICENSEE shall not place any additional locks on the doors of the PREMISES. HHOF will furnish all the necessary keys or access cards, but any duplicate keys or access cards required by LICENSEE will be furnished by HHOF at the expense of LICENSEE. All said keys and access cards, including such duplicates thereof, shall be returned to HHOF upon termination of the RESERVED OCCUPANCY. LICENSEE shall reimburse HHOF for all keys or access cards furnished by HHOF, which LICENSEE loses or fails to return to HHOF.
- (m) All production work shall be done at LICENSEE's expense. If LICENSEE requires any equipment in excess of that provided by HHOF, LICENSEE shall furnish and pay for same provided, however, that such additional

equipment so furnished by LICENSEE shall not _____ be brought into the PREMISES unless it has first been approved by HHOF. All equipment shall be installed and removed only under the supervision of HHOF.

- (n) LICENSEE shall not erect any stand, platform, railing or other structure on the PREMISES, unless a plan or description has been filed with HHOF and that such plan or description has been approved by HHOF in writing, and such work shall only be carried out under the supervision of HHOF.
- (o) LICENSEE shall not permit to the PREMISES a large number of persons than the capacity therefore will accommodate, or can safely or freely move about on the PREMISES and the decision of HHOF in this respect shall be final.
- (p) The doors, skylights, stairways, or openings that reflect or admit light on the PREMISES, and house lighting attachments shall not be covered or obstructed by LICENSEE.
- (q) LICENSEE shall inform HHOF when a senior government official or other such dignitaries are expected to be in attendance during the RESERVED OCCUPANCY. All subsequent protocol and security measures required must be submitted to and approved by HHOF.
- (r) LICENSEE shall furnish HHOF with prior written notice of any and all professional consultants authorized to act on behalf of LICENSEE in any function pertaining to LICENSEE's use of the PREMISES for the RESERVED OCCUPANCY, including but not limited to event co-ordination personnel and individuals authorized to engage third party suppliers and approve expenses.
- (s) No provision of these regulations may be waived except in a special case and for good cause shown, and then only by a written memorandum to be attached to this Agreement and signed by HHOF.

13. GENERAL CONTRACT PROVISIONS

- (a) This Agreement may not be sold, transferred, assigned or sublicensed by LICENSEE without the written consent of HHOF, which may be withheld in its sole discretion.
- (b) Any breach of the terms and conditions of this Agreement by LICENSEE, or any use of the PREMISES not expressly authorized herein, shall give HHOF the right to cancel LICENSEE's use of the PREMISES for the RESERVED OCCUPANCY immediately as of the date of such breach. Said right of cancellation shall be in addition to all other legal and equitable remedies.
- (c) HHOF warrants that it has the full power and authority to enter into and perform this Agreement, and the signatory on behalf of LICENSEE represents, warrants, and certifies that he or she is the authorized agent or representative of LICENSEE, duly authorized and empowered to enter into this Agreement.
- (d) LICENSEE agrees to now and forever indemnify and hold harmless HHOF, and each of its respective members, directors, officers, employees, affiliates and other related entities, agents, representatives, successors and assigns from any loss, liability, damage, cost, expense (including legal fees), claims or suits arising from LICENSEE's use of the PREMISES for the RESERVED OCCUPANCY, except to the extent caused by the negligence or wilful misconduct of HHOF; and, in this regard, HHOF agrees to give LICENSEE prompt notice of any claim or proceeding and HHOF shall have the option of defending such claim or proceeding with counsel of HHOF's choice and at LICENSEE's sole expense.
- (e) This Agreement shall be binding upon and enure to the benefit of the parties hereto and upon their respective successors and permitted assigns, and this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario, Canada.

ACKNOWLEDGED AND AGREED:

By LICENSEE: _____
Name and Title:

Dated: _____

By HHOF: _____
Aaron Stocco, Manager, Special Events & Hospitality Services

Dated: _____