

130 Navy St., Oakville, Ontario L6J 2Z4 (905) 338-4161

THIS LICENCE made this day of 20

BETWEEN

THE CORPORATION OF THE TOWN OF OAKVILLE

operating a facility known as the Oakville Centre for the Performing Arts through its Recreation & Culture department (hereinafter referred to as the "Licensor")

OF THE FIRST PART.

-AND-

(hereinafter referred to as the "Licensee")

OF THE SECOND PART

WITNESSETH that in consideration of the mutual covenants and agreements hereinafter set forth, the Licensor hereby grants to the Licensee the right to use such portion of the premises known as the Oakville Centre for the Performing Arts, 130 Navy Street, in the Town of Oakville, in the Province of Ontario as specified in Schedule "A" hereto annexed (hereinafter referred to as the "Licensed Premises") on the days and for the times and purposes set forth in Schedule "A" and the Licensee covenants and agrees to accept and use the Licensed Premises in accordance with Schedule "A" and subject to the covenants and agreements hereinafter set forth.

1. The Licensee covenants and agrees to pay the following to the Licensor for the use of said the Licensed Premises:

(a) the sum of \$ and

(b) in addition, the cost of any services, accommodations, equipment or material requested by the Licensee and furnished or supplied by the Licensor, which are in excess of those services, accommodations, equipment and material herein expressly agreed to be furnished or supplied by the Licensor.

2. PAYMENT

The Licensee covenants and agrees to pay to the Licensor all monies due and payable under this licence in lawful money of Canada or by certified cheque (if required by the manager of the Oakville Centre for the Performing Arts,) at the Office of the said manager and such monies shall be due and payable as follows:

- a) If the event contemplated by this licence is one for which ticket sales will be conducted by the Licensor, a deposit of \$ which is a sum equal to 20% of the sum estimated by the Licensor to be due for this booking shall be paid by the Licensee to the Licensor on the earlier of **8** weeks prior to the first performance or within 30 days of the execution of this licence and the balance of sums due hereunder shall be deducted by the Licensor from box office receipts and the Licensor is hereby expressly so authorized by the Licensee. If box office receipts are insufficient to pay the sum estimated by the manager to be due as aforesaid, the Licensee shall pay to the Licensor, not less than 48 hours prior to the first performance or event, a sum equal to the shortfall, failing which the Licensee shall be deemed to be in default under this Licence.
- b) If no tickets are to be sold for the event contemplated by this licence, or if ticket sales are to be conducted by anyone other than the Licensor, then the Licensee shall pay to the Licensor a deposit of \$ which is a sum equal to 50% of the sum estimated by the Licensor to be due for such booking and such amount shall be paid by the Licensee to the Licensor on the earlier of 8 weeks prior to the first performance or within 30 days of the execution of this licence and the balance of such estimate shall become due and be paid by the Licensee to the Licensor not less than 48 hours prior to first performance.
- c) All proceeds from the sale of subscriptions to future performances will be retained by the Licensor and disbursed to the Licensee in the same manner, and at the same times, as herein provided for disbursement of proceeds of ticket sales.

3. TICKET SALES:

- (a) All tickets of admission shall be ordered by the staff of the Licensor on behalf of and at the expense of the Licensee in such form as shall be approved by Licensor, and shall be delivered to Licensor by the printer.
- (b) The Licensee hereby acknowledges that the Licensor is responsible for collecting the Harmonized Sales Tax, or any replacement thereof (hereinafter called the "HST"), on behalf of the Licensee but the Licensee is responsible for remitting, and hereby undertakes to remit in a timely manner, the HST due and payable directly to Revenue Canada. In the event that Licensee purports to be exempt under the hST legislation and regulations, Licensee shall complete the form attached hereto as Schedule "C" in a manner acceptable to the Licensor, failing which exempt status shall not be recognized for the purposes of this licence.
- (c) The Licensee covenants that it is registered pursuant to the HST legislation under registration number _____ or, if not yet registered, covenants to provide the registration number when the Licensee receives same from Revenue Canada.
- (d) The Licensee hereby designates the Licensor as the Licensee's exclusive agent for the sale of tickets for engagements unless the manager of the Oakville Centre for the Performing Arts approves other arrangements. All advertising and promotions for engagements shall specify that tickets therefore will be sold only at the Box Office at The Oakville Centre for the Performing Arts, or at such other locations as the Licensor shall specify. All cheques and money orders presented in payment for tickets shall be made payable to the Licensor.
- (e) The price for tickets shall be mutually agreed upon, on a schedule in writing, by the Licensee and the manager of the Oakville Centre for the Performing Arts and all tickets shall be sold only in accordance with such schedule.
- (f) The Licensee agrees that the Licensor is hereby authorized to collect the amounts due to it under this licence out of the receipts from the sale of tickets or subscriptions at the Box Office and said receipts (hereinafter referred to as the "Receipts") are hereby assigned by the Licensee to the Licensor, to the extent of the unpaid amounts due to the Licensor. Receipts shall be held by the Licensor pending completion by the Licensor of a settlement reconciliation. In such reconciliation the Licensor shall determine actual time the Licensee used the Licensed Premises, and the costs incurred by the Licensor in connection with the event staged by the Licensee including staff costs rental costs, and, generally, charges for equipment, services and supplies provided to, or for the benefit of, the Licensee (hereinafter referred to as the "Costs"). The balance, if any, will, following such settlement calculation, be remitted to the Licensee. In the event that the Receipts are insufficient to fully reimburse the Licensor for the Costs, Licensee will, forthwith upon being so advised, remit the shortfall to the Licensor.

The Licensee hereby acknowledges and agrees that if the Licensor, in its sole and unfettered discretion, elects to incorporate Licensee's event into the Oakville Centre Big Ticket program, Licensee will, in addition to the Costs, pay an additional charge of **\$2,000.00**.

- (g) In the receipt handling, control, custody and disbursement of receipts and funds, whether the same are received through the Box Office or otherwise the Licensee acknowledges that the Licensor is acting at the request, and for the benefit of, the Licensee and that the Licensor shall not be liable for any loss or shortage unless caused by the bad faith of the Licensor or those for whom it is in law responsible.
- (h) All information obtained, collected, compiled or otherwise becoming known to the Licensor, including but not limited to information and data pertaining to ticket purchasers and subscribers, is the sole and exclusive property of the Licensor. The Licensor may, but shall not be obliged to, in its sole and unfettered discretion and for a fee in such amount as shall determined by the Licensor, provide some or all of such information and data to the Licensee. Any provision to the Licensee of such information and data shall not constitute, nor be construed to be a, waiver or release of any proprietary ownership or rights of the Licensor with respect thereto. The Licensee shall not disclose to others any information or data so provided without the prior written consent of the Licensor and in strict conformity with applicable laws and regulations including privacy legislation.

- (i) There shall be reserved to and for the sole use and benefit of the Licensor **24** seats for each performance in the following locations:

Auditorium

- Row # J Seats 5 through 8 - emergency seating,
- Row # S Seats 6 through 8 - wheelchair seats,
- Row #S Seats 23 through 25 - wheelchair seats,
- Row # S seats 31 through 33 - wheelchair seats,
- Row #S seats 11 through 16 and Row #R seats 11 through 15 – sound board, all-inclusive.

Studio

4 seats for emergency seating

The Licensee hereby acknowledges and agrees that where, in the opinion of the Licensor, it is necessary or desirable to make use of soundboards, lighting consoles, television cameras or other equipment, available seating will further be reduced.

In all of the aforementioned instances the seats shall be free of charge to the Licensor.

4. LIABILITY AND INDEMNITY

(a) The Licensee shall use and occupy the Licensed Premises in a careful, safe, lawful and proper manner and shall so conduct its activities in or about the Licensed Premises, and the building of which the Licensed Premises form a part, including the parking facilities, so as not to endanger any person or property therein or thereon. The Licensee hereby covenants and agrees to indemnify and save harmless the Licensor against any and all claims, losses or damages of whatsoever kind, and including legal fees, arising in any way, directly or indirectly, from matters contemplated by this Licence or from the Licensee's occupation of the Licensed Premises and, without limiting the generality of the foregoing, with respect to the following:

- i. all claims for personal injury, death or property damage;
- ii. all claims arising out of all activities conducted by the Licensee, its agents, employees, sub-contractors, independent contractors, invitees, patrons, customers and guests;
- iii. all claims arising out of unauthorized use of any idea, creation, literary, musical or artistic material or other intellectual property in connection with any performances;
- iv. all claims arising out of any act done or words spoken by the Licensee, its agents or employees during any performance;
- v. all claims arising out of any damage done to the Licensed Premises or any part thereof caused by the act or omission of the Licensee its agents, contractors, sub-contractors or employees;
- vii. all claims arising out of any allegation that an action, performance, play, concert, musical, broadcast, telecast, meeting, lecture or other event conducted by the Licensee is an infringement of any rights of any other person, or is defamatory, libelous, slanderous, unlawful or an infringement of any copyright patent or trademark;
- viii. all claims arising out of the breach by the Licensee of any term of this Licence;
- ix. all legal fees and costs on a solicitor and his client basis.

saving and excepting only those claims, damages or losses arising solely by reason of an Act of God or to the extent contributed to by the malfeasance of the Licensor or those for whom it is in law responsible.

(b) The Licensor shall not be responsible in any way, and the Licensee shall indemnify and save harmless the Licensor against all claims for injury to, or loss suffered by, any person or other legal entity, including death or for any loss of, or damage to, any property belonging to the Licensee, its agents, employees, contractors, sub-contractors, invitees, patrons, guests or others about the Licensed Premises, the building or parking areas during the performance of this licence or for any loss of business of the Licensee or any other person, however caused, including the cancellation of any engagement or part thereof, excepting only those claims, damages or losses arising solely by reason of an Act of God or to the extent contributed to by the malfeasance of the Licensor or those for whom it is in law responsible.

Without limiting the generality of the foregoing and by way of example only, the Licensor shall not be responsible in any way for any loss of, or damage to, any persons or property caused by theft, breakage, steam, water, rain, snow or ice which may leak into, issue, flow or be present in on or from any part of the building of which the Licensed Premises form a part or any adjacent or neighbouring lands, including parking areas, or from the water, steam or drainage pipes or plumbing works of the same or from any other place or quarter or any loss or damage caused by or attributable to the condition or arrangement of any electrical or other wiring, heating, ventilation or air conditioning equipment, curtains, lighting, projection or stage equipment or any other fixtures, chattels or equipment of whatsoever kind. The Licensee covenants to indemnify and hold harmless the Licensor against all such losses, costs, claims or demands and such indemnification obligation is in addition to the Licensee's covenant to indemnify and hold harmless as set forth in the preceding sub-paragraph.

(c) In the event that the building of which the Licensed Premises form a part or any part thereof shall be destroyed or damaged or, in the opinion of the Licensor rendered unfit for occupancy by fire or any other cause, or if any public authority, causality, strike, lockout, labour dispute, accident, failure or equipment or utility service, or unforeseen occurrence shall prevent, interrupt or

interfere with the fulfillment of the terms and provisions of this Licence by Licensor then the Licensor may, in its sole and unfettered discretion, terminate this Licence without notice and the Licensee shall pay for the Licensed Premises only up to the time of such termination, at the rate herein specified. The Licensee hereby waives any claim for losses or damages of whatsoever kind or for any compensation whatsoever should this Licence be so terminated. The Licensor may, in its sole and unfettered discretion, turn off the lights, sound equipment, heat and air-conditioning and any other equipment and may dismiss the audience and clear the building.

(d) The Licensee hereby waives any and all claims against the Licensor for compensation for any and all loss or damage whatsoever directly or indirectly attributable to, or partly attributable to, any action or interference by any public authority or private commercial entity or person, strike, lockout, dispute, accident, failure of equipment or utility service, agency, or official in the operation of the building of which the Licensed Premises form a part, but such interference shall not relieve the Licensee from any obligation under this licence.

5. INSURANCE

(a) The Licensee shall, at its own expense, provide and maintain general public liability and property damage insurance policies approved by the Licensor in writing, with an insurer authorized to transact business in Ontario, and approved in writing by the Licensor, against claims for bodily or personal injury, death or property damage occurring on, in, to or about the Licensed Premises resulting in any manner whatsoever from the performance or non-performance of this Licence. Such insurance shall have a limit of not less than two million dollars and shall name the Licensor as additional insured. Proof of insurance certificates issued by the insurer, in form and content satisfactory to the Licensor shall be delivered to Licensor not less than 30 days prior to the engagement. Such policy shall insure the Licensor and Licensee in the same manner and to the same extent as if a separate policy had been issued to each, except that the addition of more than one insured under such policy shall not serve to increase the limits stated herein.

(b) If the Licensee shall fail to provide to the Licensor, in a timely manner, a policy or policies of insurance as aforesaid, the Licensor shall be permitted, and is hereby authorized to arrange such policy or policies of insurance as it shall deem appropriate and the premium therefore shall be for the account of the Licensee.

(b) The Licensee shall not do or permit to be done anything in or upon any portion of the Licensed Premises, the building of which the Licensed Premises form a part or the parking areas, or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the building of which the Licensed Premises form a part or any part thereof, or in any way increase any rate of insurance upon the building or property therein, and if any insurance rate shall be increased as aforesaid the Licensee shall forthwith on demand pay to the Licensor as an additional cost, the amount by which the insurance premiums shall be so increased.

6. LICENSEE'S PROPERTY

(a) The Licensee shall remove all property of whatsoever kind including all goods, chattels (animate and inanimate), all stage settings, props, scenery, decorations, equipment and paraphernalia brought into the Licensed Premises by, through or at the behest of the Licensee, its agents, employees, contractors or others on or before the termination of this Licence at such time as determined by the Licensor. If the Licensee fails to comply within such determined time then the Licensor is hereby authorized to arrange removal and storage of such property at the Licensee's risk and expense and the Licensee agrees to pay on demand as additional cost all such expenses and charges including storage charges at the Licensed Premises or elsewhere together with any loss sustained by the Licensor by reason of the Licensee's failure to quit and surrender the Licensed Premises and make such removals and the Licensee agrees that any sums payable under this section shall be determined by the Licensor in its sole and unfettered discretion. The Licensor shall not be responsible for loss of or damage to the Licensee's property, however caused.

(b) In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the building of which the Licensed Premises form a part, for the benefit of the Licensee, either prior to, during or subsequent to the term of this Licence, the Licensee acknowledges that Licensor is acting for the accommodation and sole benefit of the Licensee and the Licensor shall not be liable for any loss, damage or injury to such property however caused.

7. **DEFAULT**

In the event that the Licensee:

- (a) defaults in making any of the aforementioned payments;
- (b) manifests to the Licensor, expressly or otherwise, an intention not to perform any of the obligations of the Licensee hereunder in an appropriate manner, as determined in the sole and unfettered opinion discretion of the Licensor;
- (c) manifests to the Licensor, expressly or otherwise, an inability to perform any of the obligations of the Licensee hereunder in an appropriate manner, as determined in the sole and unfettered opinion of the Licensor;
- (d) fails, in the sole and unfettered opinion of the Licensor, to observe any terms, warranties, conditions or covenants of this Licence;
- (e) fails to hold any performance or engagement scheduled herein or in Schedule "A" or otherwise agreed to;

then, in any such event, the Licensor may, in addition to all other remedies herein provided or which may be permitted at law, at its option, and without notice to the Licensee, pursue any one or more of the following remedies:

- (i) refuse to deliver possession of the Licensed Premises until all of the payments have been made and all failures rectified in a manner satisfactory to the Licensor in its sole and unfettered discretion and the Licensor shall retain any monies already paid, and the Licensee shall continue to be liable to for any balance remaining unpaid as specified herein.
- (ii) grant to others the use of the Licensed Premises as agents of the Licensee for all or part of the times provided in Schedule "A", and the Licensor shall retain any payments made therefore and the Licensee shall continue to be liable for any damages of whatsoever kind suffered by the Licensor by reason of such default;
- (iii) turn off the lights, sound equipment, mechanical equipment, heat and air-conditioning;
- (iv) dismiss the audience occupying the Licensed Premises;
- (v) remove from the Licensed Premises the Licensee, its employees, agents, invitees, customers and others claiming through or under the Licensee, and all goods and chattels of the Licensee;

Notwithstanding the foregoing, in the event that the Licensee desires to cancel this Licence for a particular date or dates, the Licensee shall be entitled to the return of any monies paid, less costs thrown away and administration and cancellation fees of the Licensor in connection with the engagement, provided notice in writing of such desire to cancel is received in the office of the Licensor at least four weeks in advance of such date or dates; and if such notice is received less than four weeks prior to such date or dates, then, in addition to any remedies available hereunder or at law to the Licensor, the Licensee shall not be entitled to the return of any monies. In relicensing the Licensed Premises to others, the Licensor shall not be deemed to have accepted or condoned the breach by the Licensee and the Licensee's obligations and liabilities hereunder shall continue unabated. The Licensor hereby expressly reserves (and the Licensee acknowledges such reservation) the right to pursue such concurrent remedies as it shall deem appropriate.

8. **CANCELLATION**

In the case of cancellation of any performances

- a) the Licensee shall have the obligation, at its own expense, to inform the public of such cancellation through regular information media failing which the Licensor shall have the right, but not the obligation, to make such announcements as the cost of the Licensee, and
- (b) the Licensee shall reimburse any amount due to ticket holders and the Licensee hereby authorizes and directs the Licensor to make such reimbursement on behalf of the Licensee out of the ticket sale proceeds held by the Licensor.

9. **UTILITIES AND MAINTENANCE** The Licensor shall supply heat, air-conditioning, light and water as is in its opinion required, and shall keep the Licensed Premises in a clean and sanitary condition.

10. **EJECTION**

The Licensor hereby reserves the right to eject any person or persons from the Licensed Premises whose conduct it, in its sole and unfettered discretion, deems objectionable and the Licensor shall, under no circumstances be liable to the Licensee for so doing and the Licensee hereby waives any rights to and claims for, damages.

11. **ENTRY**

The Licensee or a duly authorized representative of the Licensee shall be present at the Licensed Premises when the doors are opened and throughout each engagement. The Licensor, through its delegated representatives shall have the right to enter any part of the Licensed Premises any time or times and whether or not a performance is then underway and may at any time install and maintain in the Licensed Premises exhibitions and displays selected by it.

12. **CONCURRENT USES**

The Licensor hereby reserves the right to rent or licence other parts of the said building of which the Licensed Premises form a part at the same time as the use of the said the Licensed Premises by the Licensee. The use of the lobby, vestibules, hallways, box office, lounges, and other public rooms may be made available to the Licensee at the discretion of the Licensor and such use shall be concurrent with the use of such others as the Licensor shall, in its sole and unfettered discretion, determine; provided that such renting to others shall not interfere with the use of said the Licensed Premises by the Licensee. The Licensee shall not enter or use the areas in the said building comprising the administrative offices of the Licensor, the mechanical rooms or any other areas except the said the Licensed Premises.

13. **DANGEROUS PERFORMANCE**

If, in the sole and unfettered opinion of the Licensor any performance, performers or audience attracted by said performance is considered to be of any threat or danger to the building of which the Licensed Premises form a part, to property therein contained or to audience members, the Licensee hereby covenants and agrees to:

- (a) Post with the Licensor such cash, letter of credit or such other security as the Licensor in its sole and unfettered discretion deems appropriate. The aforementioned security shall be paid to the Licensor not later than 72 hours prior to the date of the scheduled performance.
- (b) The Licensee will reimburse the Licensor the full amount required to be paid to such additional personnel as, in the sole and unfettered opinion of the Licensor, are required for such performance.
- (c) The Licensee shall pay the minimum rental for each performance not less than 30 days prior to the first performance.
- (d) Failure to comply with any of the aforementioned conditions shall be a violation of this licence and will result in the immediate cancellation of the performance. The cost of the damages and security shall be deducted from the security posted and from other sums held by the Licensor and the balance, if any, shall be paid to the Licensor by the Licensee forthwith.
- (e) Licensee shall be liable to Licensor for all costs and damages sustained by persons, the Licensed Premises, the building of which the Licensed Premises form a part, property or otherwise as a result of such performance. If the aforementioned security shall be insufficient to fully pay for same, then Licensee shall forthwith make such additional payment as will fully reimburse Licensor.

Nothing herein contained shall be deemed to constitute consent by the Licensor to the conducting of a dangerous performance, and Licensor may, in its sole and unfettered discretion refuse to permit any performance which it deems to be dangerous or otherwise objectionable.

14. **ADVERTISING**

All advertising and promotion for engagements shall be by the Licensee at the Licensee's sole cost and expense. Prior to any distribution or release of such material the Licensee shall file with Licensor copies thereof and the Licensee shall not distribute, release or use any material which the Licensor considers, in its sole and unfettered discretion, to be objectionable or incorrect.

15. **COPYRIGHT**

The Licensee shall assume all costs arising from the use of patented, trade marked or copyrighted materials, equipment, devices, processes or dramatic rights used or incorporated in the conduct of the performance, attraction or event, and the Licensee agrees to indemnify and save harmless Licensor, its officers and employees from all damages, costs and expenses for or on account of the use of patented, trade marked or copyrighted materials, equipment, devices, processes or dramatic rights furnished or used by the Licensee in connection with this Licence. In this regard, the Licensee's attention is particularly directed to the use of copyrighted music.

16. **RULES AND REGULATIONS**

The Licensee further covenants and agrees to observe and abide by the rules and regulations governing the use of the building of which the Licensed Premises form a part as from time to time adopted, a current copy of which rules and regulations, subject to amendment by the Licensor from time to time and without prior notice, are attached hereto as Schedule "B". The Licensed Premises and the keys thereto shall be at all times under the charge and control of the Licensor. The Licensee shall not permit the Licensed Premises to be used for lodging rooms or for any improper, immoral or objectionable purpose. The Licensee shall not in any way obstruct or interfere with the rights of other occupants of the building of which the Licensed Premises form a part or injure or annoy them.

17. **ASSIGNMENT**

The Licensee covenants with Licensor that the Licensee will not assign this licence or any part with or share the possession of the Licensed Premises or any part thereof without the written consent of the Licensor which consent may be arbitrarily refused.

18. **BANKRUPTCY**

If at any time all or substantially all of the Licensee's assets are placed in the hands of a receiver or trustee or should the Licensee make an assignment for the benefit of creditors or be insolvent or be adjudicated a bankrupt, or should the Licensee institute any proceedings under The Bankruptcy and Insolvency Act or the Companies' Creditors Arrangement Act the same now exists or under any amendment or replacement thereof which may hereafter be enacted, or under any other act relating to the subject of bankruptcy or insolvency wherein the Licensee seeks to be adjudicated a bankrupt, or seeks to be discharged of its debts, or to effect a creditors' arrangement plan or reorganization, or should any involuntary proceeding be filed against the Licensee under any such bankruptcy or insolvency, then the Licensee shall be in default of this Licence and this Licence shall terminate and shall not be an asset in any such proceedings. In the event the Licensee's interest in this Licence for any other reason become vested by operation of law in any person other than the Licensee, including, without limiting the generality of the foregoing, the vesting of any individual Licensee's interest in this Licence in another by reason of the death of such Licensee or assignee, the Licensee shall thereby be deemed to be in default.

19. **JOINT LIABILITY**

(a) All persons comprising the Licensee together with all permitted assignees, are jointly and severally liable hereunder for all purposes hereunder including, without limiting the generality of the foregoing for all payments required hereunder and the faithful fulfillment of all the covenants, terms and conditions of this Licence.

(b) This licence and no act of the parties hereto, shall be construed as creating or establishing partnership, joint venture, or association of any type between the Licensor and the Licensee.

20. **LAWFUL COMPLIANCE**

(a) The Licensee shall comply and secure compliance at its own expense with all laws and regulations of competent legislative and quasi-legislative authority including the Federal, Provincial, Regional and Municipal authorities and of the police and fire departments, and shall obtain and pay for all necessary permits, and licences, and shall not do, or suffer to be done, on the Licensed Premises, anything in violation of any such laws, ordinance, rules or requirements, failing which the Licensor may, without notice and without thereby incurring any liability whatsoever and without prejudice to the exercise of its rights pursuant to this Licence, cause to be discontinued the performance or programme until such time as satisfactory compliance is assured.

(b) The Licensee covenants and agrees to pay any dues or licence fees in respect to any performance, and where possible these fees will be charged in the Statement of Accounts.

21. **PERSONNEL**

- (a) The officers, servants, employees, agents and contractors engaged at the Licensed Premises shall be determined in the sole and unfettered discretion of Licensor and such shall at all times be subject to the absolute direction and control of the Licensor.
- (b) Unless otherwise agreed, in writing, the Licensee shall pay Licensor for all wages at established rates including overtime rates, for all persons who are, in the sole and unfettered opinion of the Licensor, required to safely, legally and effectively carry out the provisions of this Licence and the performances herein contemplated.

22. **PROGRAMMES, CONCESSIONS**

- (a) The Licensor hereby reserves (and the Licensee acknowledges such reservation) the right, at any time including before, during and after performances or engagements, to sell librettos, souvenir programmes, postcards, bouquets, refreshments and other merchandise, to rent opera glasses and other articles, to conduct a checkroom and to control programmes and other privileges, and to take photographs for its own records, and the Licensee shall not engage in any of the aforesaid, or similar, activities or businesses without consent of the Licensor which consent may be arbitrarily withheld.
- (b) The Licensor or its authorized concessionaire shall have the exclusive right at all times to sell or distribute any and all merchandise, food, beverages, and services before, during or after each performance or engagement. The Licensee shall not distribute or sell any merchandise, food, beverage or service, except that the Licensee may, but only after having obtained the written consent of the Licensor, prepare and distribute through the Licensor's authorized concessionaire, a souvenir programme or libretto in which event the Licensor shall receive a fee equal to **FIFTEEN PERCENT (15%)** of gross sales where the Licensee provides, and pays for, the seller and equal to **TWENTY PERCENT (20%)** of gross sales where the Licensor provides the seller. The Licensor shall waive the aforementioned commission where the Licensee is a non-profit organization as that term is defined from time to time by the Licensor in its sole and unfettered discretion. The Licensee shall, at the request of the Licensor, make available such books and records as will enable the Licensor to verify the amount of such sales and the Licensee will make available such of its personnel as are required by the Licensor to assist in such review. Licensee undertakes to collect such taxes as may be applicable with respect to such sales.
- (c) Notwithstanding the foregoing, and subject to the prior written consent of the Licensor, which may be arbitrarily withheld, the Licensee may use the services of caterers provided the arrangements for such services are made by the Licensee directly with the caterers.
- (d) All programmes prepared by the Licensee for distribution to the patrons of the Licensee shall have printed in a conspicuous place in such programme the following:

"Photographs may not be taken during performances. In the best interest of everyone, *latecomers* will not be seated until suitable break or scene change. **NO SMOKING OR BEVERAGES PERMITTED**"

or such wording may be agreed upon between the Licensee and the manager of the Oakville Centre for the Performing Arts so as to convey clearly the essence of the above.

- (e) Notwithstanding that the Licensee has obtained the Licensor's prior consent, no contract, purchase order, arrangement or understanding shall be entered into by the Licensee with third party vendors including suppliers of merchandise or services of whatsoever kind, for use at the Oakville Centre for the Performing Arts without such supplier having first been advised, in writing, and such advice having been acknowledged by the supplier, in writing, that such contract, purchase order, arrangement or understanding is entered into solely with the Licensee and that the Licensor has no obligation, including financial, thereunder. The Licensee shall deliver to the Licensor original copies of such advice and acknowledgement, prior to any goods or services being provided by the third party vendor.

23. **PERFORMANCE CONTRACT**

At the request of the Licensor the Licensee shall produce for inspection by the manager of the Oakville Centre for the Performing Arts any contract entered into by the Licensee with an artist or with respect to copyright or with respect to any other matter whatsoever having to do with a performance or business arrangement of whatsoever sort involving use by the Licensee of the property of the Licensor generally and the facilities of the Oakville Centre for the Performing Arts specifically which the manager shall deem necessary to determine that the Licensee has satisfactorily completed arrangements

24. **AGREEMENT ENTIRE**

This licence contains the entire and only agreement between the parties related to the subject matter hereof and can only be amended by instrument in writing duly executed by the parties hereto.

No representation of warranty except as herein contained has been made to or relied upon by the Licensee as an inducement to the execution hereof or otherwise.

25. **TIME OF ESSENCE**

Time is of the essence with respect to all matters herein. Without limiting the generality of the foregoing, the Licensee hereby acknowledges and undertakes that no additional time, beyond that agreed to in writing by the parties hereto shall be taken for the occupancy of the Licensed Premises or for the installation or removal of any equipment there from without the prior written consent of the Licensor. The Licensee hereby acknowledges, undertakes and agrees to pay for such any additional time as may be granted by the Licensor according to the schedule of rates fixed by the Licensor.

26. **NOTICE**

Any notice required or permitted to be given pursuant to this licence shall be by personal delivery, or by registered mail addressed as follows:

To the Licensee: to any officer, manager, assistant manager, agent or authorized representative of the Licensee at the address set out in this licence or in the application to the Licensor.

To the Licensor: to the manager of the Oakville Centre for the Performing Arts at 130 Navy Street, Oakville Ontario, L6J 2Z4.

If delivered, notice will be deemed to have been given when received and if by mail, on the fourth business day following mailing, provided that notice shall be given by personal delivery at times when mail service is disrupted by labour action including strikes and lockouts.

27. **NUMBER AND GENDER**

This Licence shall be read with all changes to number and gender required by the context.

IN WITNESS WHEREOF the said parties hereto have hereunto set their hands and corporate seals as attested by the hands of their proper signing officers in that behalf.

**THE CORPORATION OF THE TOWN
OF OAKVILLE**

Per: _____
**Manager: Oakville Centre for the
Performing Arts**

LICENSEE*

Per: _____

Per: _____

*Witness where individuals, otherwise state:
"I have authority to bind the corporation"