

**Jonathan Bower**  
**Canada Conference**

This Agreement made Wednesday, February 21, 2024

**BETWEEN: The Victoria Conference Centre**

(The Corporation of the City of Victoria)  
720 Douglas Street  
Victoria, B.C. CANADA V8W 3M7

("the VCC")

**AND: Jonathan Bower**

319 Stebbings Road  
Shawnigan Lake, BC V0R 2W3

("the Client")

## Definitions

In this Agreement:

"Facility" means the Victoria Conference Centre (VCC);

"Manager" means the General Manager of the VCC or designate;

"Rent or Charges" means the total rental fee and/or other charges described in Schedule A;

"Space" means those areas of the VCC described in Schedule A and which are to be used or rented by the Client;

"Rules for Use" means the VCC Rules for Use described in Schedule B;

"Outside Supplier Agreement" means the policies for outside suppliers described in Schedule C;

"Exclusive Supplier" means a supplier listed in Schedule D.

## 1. Rent or Charges

The Client will pay to the VCC the Rent based on the program and payment schedule outlined on the attached Schedule A, and any other Charges authorized by the Client within 30 days of invoicing.

## 2. Event Cancellation

If the Client cancels this event, the Client will pay the VCC the Rent as outlined in Schedule A and any other Charges authorized by the Client in connection with event(s) covered by this Agreement within 30 days of invoicing. In the event that the VCC is able to re-rent all or a portion of the space, the VCC will refund 75% of the applicable amount.

## 3. Space Adjustments

Rent associated with reduction of contracted space within one year of the Event will be the responsibility of the Client.

## 4. Client's Expenses & General Responsibilities

1. The Client will pay the costs of:

(a) damages to the Facility resulting from the Client's use, save normal wear and tear;

(b) restoring the Facility to the condition it was in before its use by the Client;

(c) security requirements deemed necessary by the Manager including but not limited to: requirements related to safety, security for trade show/exhibit move-in and move-out, security requirements for special events, and any other security arrangements deemed necessary due to the size and nature of the event or gathering.

2. The Client acknowledges receipt of and has read and understands the Rules for Use. The Client agrees to be bound by and comply with the terms and conditions of these Rules. If the Client is in contravention of any of these Rules, the Manager, at his or her sole discretion, may immediately cancel the Client's use of the Facility without liability to the VCC, its officers and employees.

## 5. Insurance and Indemnity

1. During its events at the facility:

(a) the Client will at its expense maintain public liability insurance that covers the Client's use of the Facility and has a limit for liability of not less than \$5 Million each accident or occurrence and the VCC will be listed as an additional insured on the policy.

(b) where alcohol is served the client must be required to show evidence of insurance where either:

i) there is no host liquor liability exclusion; or ii) host liquor liability insurance is specifically included.

(c) clients that rely upon a specific Special Event liability policy, such as non-profit organizations or associations, the coverage must include host liquor liability,

(d) the Client will give a copy of the completed certificate of insurance to the VCC prior to the Client's use of the Facility.

2. The Client will indemnify the VCC and its officers, employees and agents for all claims, liabilities, expenses and losses resulting from or arising out of the Client's use of the Facility except those resulting from the sole negligence of a person for whom the VCC is legally responsible.

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### 5. Insurance and Indemnity (continued)

### 6. Inability to use the Facility

1. The VCC will not be liable to the Client for any damage it suffers if access to the Facility is denied or obstructed by legal or illegal picketing as a result of a labour dispute.
2. If there is a threat of arson, bombing, riot or other unsafe occurrence:
  - (a) the VCC may evacuate the Facility without any liability of the VCC to the Client; and
  - (b) the Client may use the Facility at a time convenient to the Client and the VCC to replace the time lost during an evacuation if the evacuation is not caused by the negligence or wilful misconduct of the Client or its officers, employees or agents.
3. The Manager may eject from the Facility any person who the Manager believes is creating a disturbance or behaving in an improper manner.
  - (a) The Manager will not be liable to the Client for any damages it suffers from the ejection of a person from the Facility.
4. If the VCC is unable to provide the Facility because of a labour dispute, mechanical failure, natural disaster or any other reason beyond the VCC's control and the VCC notifies the client in writing:
  - (a) the Agreement is cancelled on the date of the mailing or delivery of the notice;
  - (b) the Client is not liable for that part of the Rent representing the unexpired term of the Event; and
  - (c) the VCC is not liable to the client for any damages, including expenses and loss of profits which the client may suffer because of a cancellation under this clause.

### 7. Exclusive Services

The VCC's exclusive suppliers must be used by the Client for the following services: Food and Beverage; Rigging and Electrical; Security.

### 8. Outside Supplier Agreement

The client will sign and return the attached Schedule C, Outside Supplier Agreement. This agreement incorporates details of the building protocol, government regulations, and safety and security of the facility and staff.

### 9. Client's Goods Left at the Facility

If the Client does not remove its property on or before the end of the Event, the VCC may remove, store or dispose of the property at the Client's expense without being liable to the Client for any damage to, or loss of, the property.

### 10. Assignment and Subletting

The Client will not assign any of its rights under this Agreement and will not sublet or grant sub-licenses in respect of the Space, except individual trade show booth rental.

### 11. Liability of Joint Clients

If more than one person is named as Client in this Agreement, each of those persons is jointly and separately responsible to the VCC for the performance of the Clients' obligations in this Agreement.

### 12. Cancellation if Client breaks Agreement during use

1. The Manager may immediately cancel this Agreement if the Client fails to observe any of its provisions.
2. If this Agreement is cancelled under Clause 12.1:
  - (a) the Client will relinquish the Space to the VCC;
  - (b) the Client is liable to the VCC for damages resulting from the Client's failure to observe the Agreement.

### 13. Arbitration

If a dispute arises concerning the existence or the amount of a liability of the Client for damages to the facility, the VCC and the Client will refer the dispute for settlement to a single arbitrator under the Commercial Arbitration Act of British Columbia.

### 14. Applicable Law

The law of British Columbia applies to this Agreement and any court action arising out of this Agreement will be started in the Victoria Registry of the Supreme Court of British Columbia.

### 15. Entire Agreement

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### 15. Entire Agreement (continued)

1. This Agreement:

- (a) includes its Schedules, the VCC Rules for Use and any other Charges authorized by the Client or their representative; and
- (b) is the entire agreement between the VCC and the Client except for written representations or agreements that are signed by the Manager and the Client and that are made after this Agreement.
- (c) all charges are subject to applicable Federal and Provincial sales tax.

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To confirm this Agreement the VCC and the Client have executed it below:

Jonathan Bower

Victoria Conference Centre

Per: Jonathan Bower

Per: \_\_\_\_\_

Client Authorized Name (type or print clearly)  
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Authorized Signature

Client Authorized Signature Ted Morgan

Client Witness Name s. 22 (1)

Client Witness Signature ' U

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# License Agreement

Event #: 22152  
Account #: 00034307  
Account Rep: James  
Burrough

## Canada Conference

### Schedule A

#### Function Space Rental Charges

The following function space is booked for your use for the indicated dates and times and at the specified rate.

<u>Booked Function Space</u>	<u>Start</u>	<u>End</u>	<u>Amount</u>
<b><u>Saturday, June 22, 2024</u></b>			
Level 2	12:00	24:00	\$4,605.00
<b><u>Sunday, June 23, 2024</u></b>			
Level 2	0:00	18:00	\$6,910.00
<b>Space Rental Charges Subtotal:</b>			<b>\$11,515.00</b>

#### Taxes

GST (Room Rental)	5.00 %	575.75
<b>Total Charges:</b>		<b>\$12,090.75</b>

#### Payment Schedule

<u>Due Date</u>	<u>Description</u>	<u>Amount (Cdn\$)</u>
March 06, 2024	Deposit Due with Signed Contract	\$ 12,090.75
<b>Total Payments:</b>		<b>\$12,090.75</b>

#### Clauses

##### FORCE MAJEURE

If the Client is prevented from attending the event due to an act of God, law of a competent government authority, natural disaster or similar emergency beyond the Client's reasonable control (the "Force Majeure Event"), other than normal weather conditions, the Client may cancel the event without penalty upon providing written notice to the VCC within five business days of the Force Majeure Event.

##### INSURANCE REQUIREMENTS

Please be advised that proof of a minimum of \$5 million public liability insurance per occurrence is required prior to your event, as per Clause #5 of the license agreement. The Victoria Conference Centre or City of Victoria must be listed as an additional insured on the policy.

The VCC maintains a public list of confirmed events. If you do not wish to have your event listed, please mark the box to the right.



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### Schedule B VCC Rules for Use

In connection with its use of the facility, the Client must:

- (a) subject to any agreement with the City or The Fairmont Empress, not allow liquor to be sold or given away in the VCC by an outside vendor;
- (b) not place, operate or use any of the following objects in the facility without the written permission of the Manager: any engine, motor or machinery; oils, burning fluids, camphene, kerosene, naphtha or gasoline, or an agent other than electricity for lighting purposes;
- (c) not start, cause or permit the starting of fire in the facility and not use, cause or permit the use of materials except in accordance with the City's Fire Prevention and Regulation Bylaw;
- (d) not allow staging of or participation in an indecent performance;
- (e) not tolerate violence by any person taking part in the Client's events;
- (f) not damage or deface or cause or permit the damaging or defacing of any part of the facility or its equipment; including the installation of nails, hooks, tacks or screws into any part of the facility or its equipment;
- (g) without the Manager's prior written permission, not admit a larger number of people to the Client's events than can safely and easily use the space rented by the Client.
- (h) agree that they will not conduct any business or activities in the public space, facilities or properties that would violate any of the laws of Canada, including the Criminal Code of Canada and the British Columbia Human Rights Code.

### Catering Policy - VCC

The Fairmont Empress food & beverage department has the exclusive right to provide catering, including the provision of liquor, to the Client at its prevailing prices and in accordance with this policy.

- (a) Food and beverage prices may be confirmed up to three months before they are needed and will be guaranteed sixty days before needed.
- (b) Menu arrangements should be concluded at least 30 days prior to need.
- (c) A guaranteed number of persons is required 72 hours prior to an event. Guarantees for Sundays and holidays shall be given by noon on the previous Friday
- (d) If the Client does not provide a guarantee number, it is taken to be the lowest figure of the attendance estimate most recently given by the Client or the Client's agent, and additional settings will be prepared on the basis of this number.
- (e) The Fairmont Empress reserves the right to levy a surcharge if any event is scheduled on a statutory holiday or on any other day on which premium rates of pay are payable to the supplier's employees.

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## Schedule C

## Outside Supplier Agreement

The following are policies and procedures that the Victoria Conference Centre (VCC) expects all outside suppliers to adhere to when working in the facility. Please incorporate these details in your planning as this will ensure that all suppliers/contractors involved are knowledgeable of the building protocol, government regulations and offer full co-operation with production schedules.

1. **Outside Worker Service Program:** To ensure continuity in our service delivery to the client, the VCC has preferred conference staffing services to support our Outside Worker Service Program. This staffing service is a dedicated on-site representative of the VCC who will be available to assist with all policies and procedures for the duration of the equipment load-in, setup and dismantle. This representative will liaise with the supplier to provide assistance and guidance with all aspects of the room requirements, continuity of VCC standards and also ensure the safety and security of all guests. Should any questions arise on site, the VCC's representative will seek solutions as efficiently as possible. The VCC's representative will also act as a single point of contact for suppliers to use for any VCC issues, assisting with the Operations department for any damage, the Caterer for logistics, Global Convention Services for Exhibitions, etc. Please note that the role of the VCC's representative is in an advisory capacity only and they are not responsible for physically setting up or moving any outside supplier equipment.
2. **Certificates of Insurance:** Each supplier should possess a minimum of five million dollars liability insurance. It is also imperative that your broker includes the following addendum at the bottom of the certificate:  
"The Victoria Conference Centre and its respective affiliates are additional insured under the above policies and this insurance is primary and not contributory with the Victoria Conference Centre's insurance."  
All suppliers/contractors are asked to provide copies of their General Liability and Workers Compensation Certificate. Certificates will be kept on file for one year or until the date of expiry.
3. **Outside Supplier Timeline:** Successful programs and events require good planning and a timeline is to be established and submitted to VCC representative 60 days prior to event date.
4. **Air Conditioning and Heating:** Are provided during published event hours. Requests for air conditioning and/or heating during non-event periods will be charged at the established rate.
5. **Booth Numbers:** Are required for identification in all trade show booths and are the responsibility of the trade show services supplier.
6. **Early move-in:** Access will be approved directly by a VCC representative. Room rental rates will be charged at the prevailing or housekeeping rate, dependent on event hours and production schedule.
7. **Cabling:** for audio, video and lighting, access points have been installed in the ceiling, floors and walls for the safety and convenience of all suppliers. This infrastructure should be used for all cabling that would normally run the full length or full width of any room. It should also be used for signal and/or power to all flown equipment. A nominal fee, charged per cable, will apply. The diagram submitted by the outside supplier should clearly indicate the number and location of each type of cable. ENCORE Canada will be responsible to drop the cables as close to the requested location as practical. Should an extraordinary number of cables be located in an unusual location, a VCC representative will discuss the specifics with the requesting supplier no less than one week in advance of the load-in day of the event. The VCC's standard is that all cabling is run above bulkheads and through air-wall hatches. Please note that the location of the cable drops to spots on the floor will dictate where dimmers, amp racks and control tables may be located. Please consider such placements, as well as that of risers, dividers, etc, and approve with a VCC representative, prior to the set-up day.
8. **Carpets & Wall Coverings:** Show management is responsible for all damage to carpets and wall coverings during an event. Understanding that temporary stains will occasionally occur, show management will be responsible for cleaning costs associated with the removal. If carpet/wall coverings cannot be sufficiently cleaned or if damage is severe (cuts, rips or tears), show management will be responsible for the cost of the carpet or wall covering replacement.  
  
As a general policy, exhibitors are responsible for arranging additional carpeting in their booth area if required. However, any carpeted area may be required to have additional protective coverage to be protected from inordinate wear, tear or damage.
9. **Deliveries/Freight Storage:** The VCC cannot accept shipments of any kind for shows/exhibitions until the contracted day of move-in. All show managers and exhibitors must coordinate the shipment of show materials directly to the display company contracted by the show.

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## Schedule C

## Outside Supplier Agreement

10. Rigging: All equipment being "flown" in the room needs to be approved, prior to installation, by ENCORE in conjunction with a Victoria Conference Centre representative. An accurate diagram showing hang points (with weight indications) and equipment layout must be submitted no less than 30 days in advance of the load-in day of the event. The weight limit of any one point may not exceed 1000 lbs. The Courtyard Pavilion is 1000 lbs. per beam.
11. Tape: Please ensure that tape used to secure cabling does not cause damage or leave residue on any surface. Should damage be caused the VCC reserves the right to assess a cleaning fee to the Client master account. All cabling must be gaffed neatly and securely, regardless of location (including backstage). A VCC representative is required to approve any cabling that crosses doorways or service areas.
12. Lift: If a lift is required for set-up, a VCC representative operator must be arranged in advance through ENCORE Canada or the VCC at an hourly rate. Charges for lifts are per day, not time used. The VCC does not allow suppliers to bring their own lifts.
13. Parking: There is underground parking at the Victoria Conference Centre. Operating hours are 6:00 am to midnight. Maximum vehicle height is 6'2" (1.88m). Oversize vehicles are required to make alternative arrangements for overnight parking. VCC requires parking details two weeks in advance of the event.
14. Power: The VCC/Global Convention Services are the exclusive provider of all electrical requirements. Power for booths can be ordered by the Client or by the individual exhibitors through Global Convention Services.
15. Shipping: If there are any boxes or cases belonging to the Client that need to be stored, the VCC's on site representative will endeavour to make appropriate arrangements with Client Services. The VCC is not able to guarantee storage space unless a room is rented. For everyone's safety, a VCC representative must approve all case storage locations. Cases cannot be stored on the loading dock, freight elevator or hallways. Please consider storing large quantities of cases in trucks off-site for the duration of large events. Please note that due to space limitations no equipment shipments may be sent directly to the VCC. Storage for exhibitor materials can be arranged with the designated freight or display company.
16. On-site storage: No space is provided for storage of supplier equipment or services, unless specifically designated.
17. Master Account: Representatives of supplier companies are not able to add charges to client master accounts at the VCC. Should on site additions be required, payment by credit card or by authorized signature on the master account will be necessary. The VCC does not grant credit to outside suppliers.
18. Recycling: The VCC is committed to reducing the impact on the environment for all events. Show Management is responsible for all costs related to the removal of bulk trash, crates, pallets, packing materials, lumber, litter and such material. For all material left on site, there will be a recycling fee charged to the master account.
19. Wi-Fi and Internet Services: Wireless routers are not permitted without written permission. Signals will be deactivated if there is interference with the Victoria Conference Centre Wi-Fi. Please contact the VCC or ENCORE Canada representative if further clarification is required.

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Schedule D

## VCC & Crystal Garden Exclusive Suppliers

### Supplier Service Definitions

**Electrical Services:** Includes all electrical services for exhibits, bands and audio visual services.

**Food and Beverage:** Includes all food and beverage services, including alcohol, for all events in the VCC.

**Housekeeping:** Includes the provision of housekeeping services for your event.

**In-House Audiovisual Systems:** Includes in-house audio and video distribution, the VCC's public address system, and all VCC audio and video distribution systems.

**Rigging:** Includes the rigging of all equipment and decor to the walls and ceilings in Carson Hall, the Lecture Theatre, Prefunction areas and exterior facades of the VCC and the interior of Crystal Garden. Clients are welcome to "rig" items such as paintings, posters or banners on the walls of VCC breakout rooms with approved adhesive.

**Security:** Includes the provision of necessary security personnel for all functions within the VCC.

**Telecommunications:** Includes telecommunication systems such as telephone and fax lines.

**Internet:** Includes all internet services such as Wi-Fi and wired, computer or printer data lines, networking such as LAN and VLAN.

**Exhibitor Materials Handling:** Including advanced warehousing, delivery to and from the Victoria Conference Centre, movement of materials and equipment throughout the facility and loading dock supervision.

### VCC Facility Exclusive Suppliers

Service	Supplier
Electrical Services .....	Global Convention Services/Victoria Conference Centre
Food & Beverage .....	Fairmont Empress Hotel
Rigging .....	ENCORE Canada
Security .....	Paladin Security
Telephone and Fax Services .....	Victoria Conference Centre
Internet and Wi-Fi Services .....	ENCORE Canada
Exhibitor Materials Handling .....	Global Convention Services

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**Deposit Invoice**

Invoice: D22152-1

Event: Canada Conference

License Agreement #: 22152-01

License Dates: Jun 22, 2024 - Jun 23, 2024

Event Total Rent: \$12,090.75

Deposit Due: \$12,090.75

Due Date: March 6, 2024

**Invoice Total: \$12,090.75**

Please make cheque payable to:

OR

Please send a wire transfer to:

City of Victoria  
720 Douglas Street  
Victoria, BC V8W 3M7

Account Name: The Corporation of the City of Victoria  
Bank Name: Royal Bank of Canada  
Branch: 1079 Douglas St, Victoria BC V8W 2C5  
Bank# 003 Transit# 08000 Swifts. 15(1)  
ABA# Chase Manhattan NY, NYs. 15(1)  
Account s. 15(1)

For account enquiries, please contact (250) 361-1005.

Accounts are considered overdue after 30 days and will be subject to interest at 1.5%

GST Registration #R122206394