EMERGENCY & COMMUNITY SERVICES COMMITTEE
REPORT 10-009
1:30 p.m.
Wednesday, June 2, 2010
Hamilton Convention Centre
1 Summers Lane
Room 207
Hamilton, Ontario

Present: Councillors R. Pasuta (Chair), B. McHattie (1st Vice Chair), S. Merulla (2nd Vice Chair), T. Jackson, M. McCarthy and B. Morelli

Absent with Regrets: Councillor S. Duvall - Illness

Also Present: Councillor B. Bratina
J. Priël, General Manager, Community Services Department
R. Rossini, General Manager, Finance and Corporate Services
D. Cunliffe, Acting General Manager, Hamilton Emergency Services
A. Bradford, Director, Culture
R. Male, Director Financial Services
D. Fisher, Assistant City Solicitor, Legal Services
D. LaPointe-Kay, Director, Recreation
S. Paparella, Legislative Assistant, City Clerk’s Office

THE EMERGENCY & COMMUNITY SERVICES COMMITTEE PRESENTS REPORT 10-009 AND RESPECTFULLY RECOMMENDS:

1. Early Learning Program (Full Day Learning for Four and Five Year Olds) (CS10042(a)) (City Wide) (Item 5.1)

That Report CS10042(a), respecting Early Learning Program (Full Day Learning for Four and Five Year Olds), be received.
2. Hamilton Farmers’ Market – Proposed Two Hour Free Parking (CS10062) (Ward 2) (Item 5.2)

That Report CS10062, respecting Hamilton Farmers’ Market – Proposed Two Hour Free Parking, be received.

3. Hamilton Historical Board Annual Presentation (Item 7.1)

(a) That the presentation, submitted by the Hamilton Historical Board, be received.

(b) That the following criteria, recommended by the Hamilton Historical Board, be endorsed, as a guideline:

(i) The composition of the Hamilton Historical Board reflects the spectrum of the historical and heritage interests in the community including, but not necessarily exclusive to: archaeology, architectural and heritage preservation, archives, arts, education, indigenous culture, maps and topography, as well as local heritage organization.

(c) That staff be directed to ensure the Call for Applications advertisement contains a line, which advises that additional information, respecting membership on the Hamilton Historical Board, is available on the City’s web site; where the recommended criteria be available as a guideline.

(d) That staff be directed to provide the recommended criteria, for the Hamilton Historical Board, to the Selection Sub-committee of the Emergency & Community Services Committee, for their reference when interviewing applicants for positions on the Advisory Committee.

4. City of Hamilton Arts Awards Program Review (CS10058) (City Wide) (Item 8.1)

(a) That the City of Hamilton Arts Awards Review, attached as Appendix “A” to Report 10-009, be received.

(b) That the Mission, Vision, Values and Goals for the improved City of Hamilton Arts Awards (refer to pages 6 to 9 of Appendix “A” attached to Report 10-009), be approved.

(c) That the recommended program for the renewed City of Hamilton Arts Awards, detailed on pages 10 to 24 in Appendix “A” attached to Report 10-009, be approved.
(d) That one time funding in the amount of $59,550, for the City of Hamilton Arts Awards that are scheduled to take place in spring 2011, to be funding from either (a) the Community Services Department’s existing operating budget; (b) Corporate Surplus, or (c) the Tax Stabilization Reserve.

(e) That staff be directed to submit an enhancement, in the amount of $59,550 for the City of Hamilton Arts Awards beyond 2011, to the 2011 budget process for consideration.

5. Status of Beach Canal Light Station Operational Study and Heritage Building Assessment (CS09068(a)) (Ward 5) (Item 8.3)

That staff be directed to prepare an assessment of the City’s future plans for the Beach Canal Lighthouse and the Lighthouse Keeper’s Cottage, specifically in the areas of maintenance, capital investments, operations, land use and security, prior to any further negotiations regarding transfer of ownership from the Federal Government to the City of Hamilton.

6. Ivor Wynne Stadium Licence Agreement between the City of Hamilton and Hamilton Tiger-Cats Football Club (2007) Corp. (CS10066) (City Wide) (Item 8.4)


(b) That the Mayor and City Clerk be authorized and directed to execute the Licence Agreement between the City of Hamilton and the Hamilton Tiger-Cats Football Club (2007) Corp., for the use of Ivor Wynne Stadium during the 2010 Canadian Football League season (attached as Appendix B to Report 10-009), in a form satisfactory to the City Solicitor.

FOR THE INFORMATION OF COMMITTEE:

(a) CHANGES TO THE AGENDA (Item 1)

The Committee Clerk advised of the following changes to the agenda:

(ii) Added as Item 10.1 – a Notice of Motion, respecting Municipal Best Practices for Working with Street Buskers

The agenda for the June 2, 2010 Emergency & Community Services Committee meeting was approved, as amended.

(b) DECLARATIONS OF INTEREST (Item 2)

There were none declared.

(c) APPROVAL OF MINUTES OF PREVIOUS MEETING (Item 3)

3.1 May 19, 2010

The Minutes of the May 19, 2010 Emergency & Community Services Committee meeting was approved, as presented.

(d) Advisory Committee Minutes (Items 5.3 and 5.4)

The following Advisory Committee Minutes were received:

(i) Seniors Advisory Committee Minutes, April 9, 2010 (Item 5.3)

(ii) Hamilton Historical Board Minutes, dated April 13, 2010 (Item 5.4)

(e) Hamilton Historical Board Annual Presentation (Item 7.1)

Bill Manson, Chair of the Hamilton Historical Board (HHB), provided the Board’s annual PowerPoint presentation. Mr. Manson’s comments included, but were not limited to, the following:

- Some of the Historical Board’s 2009/2010 achievements to-date are as follows:
  
  o Overseeing Hamilton’s Seven Civic Museums.
  o Member-liasons are assigned to each museum and report monthly to HHB.
  o Monitors the museums and their programs, approves grounds-use requests, and addresses issues around public use of the sites.
  o Members volunteer at museum events.
  o Members volunteer at community and local heritage events.
Members sit on, administer, and Chair the City’s Joint Plaquing Sub-Committee (JPSC).

The JPSC has researched, written, and approved nine commemorative and fifteen designation plaques.

Presents Heritage, and Educates the Community through Publication

The Communications and Education Sub-Committee continues to: maintain the HHB interactive website - www.hamiltonhistoricalboard.ca; to administer the HHB Speakers Bureau - Historically Speaking; and, expand the HHB educational outreach programs to Hamilton schools.

The Heritage Events Sub-Committee organized the 2010 Heritage Recognition Awards Day ceremonies, including presentation of the City of Hamilton and HHB Reverend T. Melville Bailey Heritage Award, the Hamilton-Wentworth Heritage Association Volunteer Awards, and the Susan E. Bennetto History Student Awards.

Commemoration of local Historical Events: the HHB is planning for the Bicentennial of the War of 1812 as part of the City’s commemorative programs; and, to-date have worked on the following:

- Commemorative Bicentennial Medal;
- Commemorative Coin and Stamp;
- The Maple Leaf Forever;
- 1812 Commemorative Trail;
- Bicentennial Bus Tour; and
- Commemorative Edition of historiCITY.

A full copy of the presentation is available on the City’s web site.

(f) St. Mark’s Church - Future Use of the Property, 130 Bay St. South, Hamilton, Ontario (CS10064) (Ward 2) (Item 8.2)

Staff from the Culture Division was directed to conduct an in-house feasibility study for St. Mark’s Church as a cultural programming space to be administered by Whitehern Historic House and Garden staff, and report back to the Emergency and Community Services Committee.

Recommendations (b) through (e) of Report CS10064, respecting St. Mark’s Church – Future Use of the Property, 130 Bay Street South, Hamilton, be referred back to staff for further discussion and consultation with the Ward 2 Councillor.
(g) 150TH Anniversary of the Crystal Palace in Victoria Park (Item 9.1)

Staff was directed to review the details of 150th Anniversary of the Crystal Palace in Victoria Park, the nature of the staff support required, and a recommended, small budget for the event, and report back to the Emergency & Community Services Committee.

Staff was directed to consult with any remaining members of the Mum Show Sub-committee and the Crystal Palace Sub-committee, with respect the municipal best practices for working with street buskers.

(h) Municipal Best Practices for Working with Street Buskers (10.1)

Councillor B. McHattie introduced the following Notice of Motion:

WHEREAS, there have been a series of recent negative interactions between street buskers and Hamilton Police Services, some involving issuing of tickets, and;

WHEREAS, Hamilton Police Services is mandated to enforce the Safe Streets Act, and;

WHEREAS, there has been some public discomfort relating to how the street buskers have been treated by Hamilton Police Services, and;

WHEREAS, in the past there has been an Organized Street Buskers Program (part of the previous “Positively Downtown” program) that involved identifying licensing; and, specific locations for the buskers to work, and;

WHEREAS, it is important for street buskers to work within various requirements, while on the other hand, retaining the “space” for creativity.

THEREFORE BE IT RESOLVED:

That staff be directed to review municipal best practices for working with street buskers and report back to the Emergency & Community Services Committee with recommendations for a “Made in Hamilton” program.

The Rules of Order be waived in order to introduce a motion respecting municipal best practices for working with street buskers.

Staff was directed to review municipal best practices for working with street buskers, including comments from Task Force for Cleanliness and Security in the Downtown Core, and report back to the Emergency & Community Services Committee with recommendations for a “Made in Hamilton” program.
(i) **Outstanding Business List Amendments (Item 11.1)**

(i) Item “R”, respecting Hamilton Farmers’ Market – Proposed 2 Hour Free Parking, was considered complete and removed from the Emergency & Community Services Committee’s Outstanding Business List.

(ii) That Item “N”, respecting the Arts Program Review, be identified as complete and removed from the Emergency & Community Services Committee’s Outstanding Business List.

(j) **PRIVATE & CONFIDENTIAL (12.1)**

12.1 **Closed Session Minutes, May 19, 2010**

As the Emergency & Community Services Committee determined that no discussion of the May 19, 2010 Closed Session Minutes were required, the Minutes were approved in Open Session, as follows:

The Closed Session Minutes of the May 19, 2010, meeting of the Emergency & Community Services Committee were approved, as presented.

The May 19, 2010, Closed Session Minutes, of the Emergency & Community Services Committee, will remain confidential and restricted from public disclosure, in accordance with exemptions provided in the Municipal Freedom of Information and Protection of Privacy Act."

(k) **ADJOURNMENT (Item 13)**

There being no further business, the Emergency & Community Services Committee meeting adjourned at 3:05 p.m.

Respectfully submitted,

Councillor R. Pasuta, Chair
Emergency & Community Services Committee

Stephanie Paparella
Legislative Assistant
June 2, 2010
CITY OF HAMILTON
ARTS AWARDS REVIEW

PREPARED BY: THE IMPERIAL COTTON CENTRE FOR THE ARTS
JEREMY FREIBURGER (LEAD CONSULTANT)

April 28th, 2010
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Executive Summary

Purpose of the Review

In reviewing the 2008 Arts Awards Program, Culture Division staff and the members of the Arts Advisory Commission (AAC) recognized that changes in the City’s arts community may not be reflected in the structure and mission of the current City of Hamilton Arts Awards. There was general consensus from the AAC that the City of Hamilton Arts Awards could be more effective in promoting the arts and local artists. The City of Hamilton Arts Awards would also benefit by having more defined goals and clear mission against which to measure the success of the annual event, and to ensure that financial, staff and volunteer resources are allocated efficiently. Furthermore, there was a recognition by staff and the AAC that there are other awards programs in the community that may duplicate components of the City of Hamilton Arts Awards and that there are new art forms beyond the traditional five, such as film and multi-media, that are not necessarily recognized in the current award structure. In 2009, Council directed Culture staff to report on how to improve the City of Hamilton Arts Awards.

Goals for the Renewed Program

- That the City of Hamilton Arts Awards program is reflective of the current needs and character of individual artists and the arts community in Hamilton;
- That the City of Hamilton Arts Awards have an increased profile;
- That the City of Hamilton Arts Awards have a distinct role and do not unnecessarily duplicate the work of other community groups;
- That the structure of the City of Hamilton Arts Awards is such that the quality and effectiveness of the event can be maximized utilizing the volunteer, staff and financial resources currently available; and,
- That the City of Hamilton Arts Awards makes the best use of its allocated funding to financially support working artists through prizes, commissions, and/or other innovative methods.

Selection of Consultant

In the Fall of 2009 the City of Hamilton released RFP C5-35-09 for Consulting Services to lead the review of the City of Hamilton Arts Awards Program based on the goals mentioned above. The Imperial Cotton Centre for the Arts, under the direction of Jeremy Freiburger, was selected as the consultant for this review.

Timeline

Initial Meeting with Steering Committee:          Jan. 18
Background Research:                            Jan. 18 – Feb. 12
Consultations/Stakeholder Interviews:           Feb. 15 – Mar. 5
Public Consultation Event:                      Mar. 8
Draft Recommendations presented to the Steering Committee: Mar. 22
Draft Recommendations presented to AAC:         Mar. 23
Revisions to Recommendations:                   Mar. 24 – Apr. 11
Recommendations presented to applicable Culture staff: Apr. 12
Recommendations presented to AAC:               Apr. 15
Presentation of final recommendations to City staff: Apr. 21
Presentation of final recommendations to AAC:     Apr. 27
Recommendations delivered to the Director of Culture: May. 3
Recommendations delivered to the General Manager (Comm. Services): May. 7
Methodology

RFP C5-35-09 identified a series of core methods that the Steering Committee, comprised of Culture staff and AAC members, had identified as its preferred method for this review. Throughout the process, the Steering Committee reviewed the consultant’s approach to each element and gave approval for further action. The core methods identified were:

- **Background Research**
  Imperial Cotton Centre for the Arts staff reviewed City of Hamilton Culture Division staff reports and documentation on the 2007 and 2008 City of Hamilton Arts Awards. These documents gave the consultant great insight into previous years’ management and implementation strategies, program outcomes, budgets, marketing and outreach methods, etc. After reviewing these documents, the consultant interviewed the primary City staff member, Beth Wakeford, involved in executing the event for clarity.

With the base knowledge of the current City of Hamilton program established, the consulting team reached out to communities across Canada in order to determine best practice models currently being utilized. This led the consultant to compare Hamilton to other cities: Edmonton, Vancouver, Halifax, Mississauga, Winnipeg, and Pittsburgh (as requested by Mayor Eisenberger). These cities were selected based on various criteria including population, new immigrant and aboriginal population, CMA ranking, and Cultural Labour Force ranking. Through online research and phone interviews with municipal cultural staff, the consultants created a chart that outlined relevant data.

The resulting chart of comparable cities is attached in the “Research Support” portion of this report.

- **Stakeholder Interviews (10)**
  The consultant, in conjunction with the Steering Committee, identified a list of key stakeholders to be interviewed regarding the City of Hamilton Arts Awards. This list included a number of elected officials, City staff, arts community representatives and local media. In order to include as many voices as possible in this process, the consultant interviewed 13 stakeholders and members of the AAC interviewed an additional two.

Stakeholders were all asked a similar set of questions in order to bring a comparable set of responses back the core research. Summaries of these interviews have been provided to City of Hamilton Culture Division staff. Mayor and Councillor interview summaries are attached in the “Research Support” portion of this report.

- **General Public Consultation**
  Key to this process was ensuring that the general public and broader arts community were given an opportunity to voice their opinions, provide creative ideas and to actively engage in the decision making process for the renewed City of Hamilton Arts Awards. Steering Committee members all agreed that civic award programs must be reflective of the community, so public engagement was key.

This effort resulted in an evening public consultation session held at the YWCA in downtown Hamilton. The event was promoted in local publications, online, via email and printed invitations handed out at a local event leading up the consultation date.

A summary of the public consultation is attached in the “Research Support” portion of this report.

- **Survey**
  In anticipation that not everyone could attend the public consultation process, the Steering Committee created a downloadable survey available on the City of Hamilton website. To complement this, the consultant also created an online survey that provided added opportunity for feedback.
Final Recommendations

The research and consultation work noted above has given the Imperial Cotton Centre for the Arts a thorough understanding of the nature of civic arts awards programs across the country, and how this relates to the City of Hamilton Arts Awards.

The remainder of this report outlines the processes, partners and strategies that are recommended for the development and implementation of an arts awards program that will effectively service the City of Hamilton and its growing arts community.

At the core of this work are the following primary recommendations:

- Adopt the new mission, vision and values created for the City of Hamilton Arts Awards
- Adopt a multi-year strategy to develop the City of Hamilton Arts Awards
- Focus awards on the primary benchmark of Artistic Achievement as defined in this report
- Expand the awards offered to recognize the full depth and breadth of the arts community in Hamilton as defined in the "Category Structure" section
- Increase the award value to $2500 per Established Artists award, and $1000 per Emerging Artist award (as informed by best practices)
- Adequately fund the City of Hamilton Arts Awards to ensure it is administered, marketed and delivered to provide the greatest impact on the arts community and greatest recognition for the City of Hamilton
- Ensure that the City of Hamilton Arts Awards are reflective of the community from a diverse and inclusive perspective at all levels of engagement
- Embrace a Third Party Organization relationship that will bring agility, expertise and effective use of City funds and staff time to the City of Hamilton Arts Awards

These recommendations align the City of Hamilton Arts Awards with a number of the City's core principles and documents, such as:

- **City Mission Statement**
  "To be the best place in Canada to raise a child, promote innovation, engage citizens and provide diverse economic opportunities."

- **Draft Economic Development Strategy**
  *(Creative Industries Cluster, Vision Statement)*
  "Hamilton is an engaging and vibrant community, a national centre of creativity and innovation where people and quality of life come first and creative businesses prosper and flourish."

- **Culture Division - Our Cultural Community**
  *(Cultural Masterplan Principles)*
  "We understand the creative industries as an important and rapidly expanding source of economic growth, employment and wealth creation."
  "We see our rich heritage, diversity, creativity and culture playing a major role in defining Hamilton's identity nationally and globally."
  "We understand culture as a source of community pride and central to making Hamilton a complete community where people want to live, work, play and invest."
  "We value artists and creators as essential sources of new ideas, innovation and technologies important to our future."
  "We believe the diversity of cultures in our community is a source of strength and central to our values of inclusion and equity."
  "We support a dynamic cultural sector of organizations and enterprises working together toward shared purposes and capacities."
Mission, Vision, Values and Goals

The Mission, Vision, Values and Goals for an organization or project should set the tone for the future of the endeavor. It should encapsulate the desires, ambition, and trajectory that the participants are setting for the project. These statements should be applicable on both a short-term and long-term basis as it is more about the intention and principles of a project than the year-to-year deliverables and direct actions.

Based on the interview process with City of Hamilton staff, AAC members, the Mayor and members of Council, and through our public consultation process, a new Mission Statement for the City of Hamilton Arts Awards Program has been created. The consultant feels this combination of Mission, Vision, Values and Goals sets the project on a series of principles that will ensure future growth, success, and reflect the wishes of the community. It also places the City of Hamilton Arts Awards in alignment with the City's own Mission Statement.

Arts Awards Mission Statement

The mission of the City of Hamilton Arts Awards is to recognize the full breadth of achievement that is generated by our local arts community, the individual artists and organizations who are its ambassadors, and the community members who support and engage in the work throughout our community.

Arts Awards Vision Statement

The City of Hamilton Arts Awards will serve to promote Hamilton's pride in its arts community, to inspire and enhance success, to foster growth in the sector, and develop the talent that drives this vital part of our city.

Arts Awards Value Statement

The City of Hamilton Arts Awards will consistently promote the values of:

- inclusivity and diversity,
- a transparent and open process,
- community building and public engagement,
- and the core principle that the arts are central to our community's identity, economy, civic pride and sustainability.
Goals

Establishing goals for a program should always be done through the combined lens of resources, time, and aspirations. Goals should act as motivators, targets and milestones in the development of a project. They may not all be easily met and some will require partnership; all will require knowledgeable leadership and dedication.

For the purpose of the City of Hamilton Arts Awards, the consultant has established a set of goals that will span the next term of Council as well as coincide with the term of the Arts Advisory Commission. To set goals beyond this term length would be irresponsible as the nature of the committee and the core resources of City staff and Council/Mayor may change, and therefore heavily impact the functions of the AAC or Culture Division.

Over-Arching Project Goals:

- Ensure that all Council approved directives are followed.
- Deliver an arts awards program that is well respected and a source of pride for the cultural community, City of Hamilton staff, and elected officials.
- Deliver an event that is reflective of the community in scope, energy, enthusiasm, and importance.
- Embrace and promote a multi-year strategy of growth and development for the program.
- Ensure that the event process and outcomes (nomination, jury and award) are clear to the community and key stakeholders.
- Embrace the involvement of local professional artists and arts administrators as jury members, event volunteers, and program ambassadors by establishing a year-round Working Group dedicated to the Arts Awards that is distinct from the Steering Committee and Arts Advisory Commission.
- Focus attention on making the event truly accessible by connecting with all disciplines, distinct communities, geographies, organizations, and institutions involved in cultural production (by utilizing the Our Cultural Community database, Economic Development Creative Industry database, Arts Hamilton membership, Hamilton Artists Inc. membership, Hamilton Executive Directors Aboriginal Council, Immigrant Culture and Art Association membership, flagship organizations and businesses in all amalgamated communities, etc.).
- Ensure Culture Division staff are given the opportunity to provide adequate input into the selection of project delivery partners (i.e. third party partners, event team, etc.).
- Actively reach out (in person and through effective communication) to distinct cultural communities to ensure they know City staff’s intention and desire to be inclusive and knowledgeable.
Year One Benchmarks: June 1, 2010 to May 2011 – proposed event date

- Seek out new nominees who meet core skill requirements required for AAC responsibilities and deliverables including the Arts Awards.
- Engage a local designer to establish a new brand and style guide for program marketing and advertising materials.
- Establish new program with broad community engagement (min. 50 nominations, 150 attendees at event, min. 50% of Council in attendance, min. 6 media representatives in attendance, etc.).
- Seek a multi-year increase in funding from Council to ensure effective delivery, predictable growth, and stability for the program.
- Actively seek partnerships that increase agility and community connections to deliver program including the Third Party Organization relationship.
- Introduce new Category Structure and multi-year role-out plan to show rejuvenation and development plan to the community and key stakeholders (Year One to include 11 Established Artist Awards as defined in the Category Structure. Future years to phase in additional the Development Awards).
- Begin to develop relationships with other City departments who may support arts awards in specific categories (i.e. Economic Development - Film and Culture; Community Services - Diversity and Inclusion, Housing; Culture - Public Art, etc.).
- Deliver one partnered award with another City department (ideally Economic Development: Film and Culture).
- Seek at least one major media supporter for announcement of renewed program plan, and pivotal pre and post-event coverage.

Year Two Benchmarks: 2011 event completion to 2012 event date (35th anniversary)

- Conduct a post-event evaluation within 8 weeks of the event to ensure that key stakeholders, City staff, AAC members, and partners understand the successes and shortcomings of the event.
- Establish lead external partner relationship to handle the administration and coordination of the nomination and jury process.
- Continue with Category Structure growth plan.
- Develop key relationships with organizations and individuals who can enhance the validity and professionalism of the jury.
- Enact a 12-month plan for delivery of the 2012 Arts Awards Program.
- Establish communications partnerships with Hamilton’s numerous post-secondary education institutions and specialty schools (McMaster University, Mohawk College, Redeemer University, Brock University, Liaison College, Columbia College, etc.) in order to establish relationships with those who have access to emerging artists and emerging disciplines.
- Begin actively developing the Innovative Incentives Program recommended in this report (especially with respect to Housing and Public Art).
- Increase community engagement goals by 30% over previous year (i.e. 65 nominations, 200 attendees, 75% of Council in attendance, etc.).
Year Three Benchmarks: 2012 event completion to 2013 event date

- Conduct a post-event evaluation within 8 weeks of the event to ensure that key stakeholders, City staff, AAC members, and partners understand the successes and shortcomings of the event.

- Deliver the program with the full awards category complement, as recommended by this report.

- Deliver the program with the Innovative Incentives Program fully in place [core result is that each award has a combined (50/50 cash and incentives) minimum value of $5,000].

- Deliver two, new partnered awards with other City departments, as recommended in the Category Structure (ideally Housing and Public Art).

- Increase community engagement goals by 30% over previous year (i.e. 85 nominations, 250 attendees, FULL Council in attendance, etc.).

- Continue to develop Jury, Working Group, and Third Party Organization relationships.
Category Structure

Presently the City of Hamilton Arts Award categories are out of date and are not truly reflective of the local arts practices being explored by the community. Through our best practices review of other communities, interview process with City staff, Council members, the Mayor, arts community stakeholders and open public consultation, it has been made abundantly clear that expansion of the categories is required.

The consultant feels that the program outlined below best meets the renewed Mission Statement of the City of Hamilton Arts Awards, and will serve both the professional and community-based practices alive in Hamilton.

Award Methodology

The primary focus of the City of Hamilton Arts Awards is on individuals, as the City of Hamilton Community Partnership Program (CPP) already acknowledges and financially supports the efforts of organizations. That said, the consultant has also added categories that recognize specific actions of groups, partnerships and collectives, as not all organizations access CPP since it is primarily limited to charitable or non-profit organizations who only make up part of the arts community in Hamilton.

Core Awards

Established Artist – Artistic Achievement Awards

Throughout the consultation the matter of whether artistic merit versus community engagement should form the core criteria for the awards process presented a challenge. In an effort to marry these two perspectives it is the recommendation of the consultant that “artistic achievement” should be the primary lens for review.

Artistic achievement can be shown through defined growth, professional recognition (acceptance into juried shows, peer review articles), business growth, (distribution or label acquisition, employee growth, successful agent relationship), ambassadorship (exhibitions or performances in other cities, countries, residency work, cultural delegate), professional education benchmarks, and by being an active producing artist. These criteria will form the adjudication principles for the Artistic Achievement Awards.

The categories recommended for the Artistic Achievement in the City of Hamilton Arts Awards are:

- Music
- Theatre
- Performance
- Writing
- Visual Art
- Fine Craft
- Film / New Media
- Arts Education
- Arts Administration
- Lifetime Achievement
- Community Arts

These categories should form the core of the 2011 program.
Emerging Artist Awards

Throughout the consultation process, the ability to recognize and encourage the achievements of emerging artists was a recurring theme. Consultation participants feel that by recognizing young talent, the City will encourage them to become fully engaged in the community, and to consider Hamilton as a viable long-term home for their creativity. This also encourages mentorship relationships with senior level artists and can lead to positive partnerships with post-secondary education facilities and programs.

The most innovative approach for this type of recognition was unearthed during the public consultation. The suggestion was that the winners of the Established Artist Awards would subsequently select an artist in their discipline to highlight with an Emerging Artist Award. This process is effective for a number of reasons. It removes the City and AAC from judging work based on artistic merit and empowers the Established Artist Awards winners with this duty: It builds on relationships, adds an element of surprise and anticipation to the event, and could produce a year-round calendar of feature events that become endorsed by the Arts Awards.

It is the consultant's recommendation that this process be adopted for the Emerging Artist Awards.

Development Awards

As the City of Hamilton Arts Awards develop, the consultant recommends that a number of additional categories be added in order to fully recognize the contributions of emerging artists, distinct communities, volunteers, and the community members who engage in the cultural community. Below are the recommended categories for expansion, which will assist in building a strong cultural community, enhance volunteerism, and reward partnerships that bring together multiple sectors to enhance our quality of life through the arts.

Community Builders
An individual, arts organization, ad hoc group, collective or for-profit arts company that plays a leadership role in community building through the arts that promotes equity and inclusive environments.

Volunteer
Volunteer non-artist involvement by an individual in the cultural community

Partnerships in the Arts
The combined effort of an arts individual, organization or for-profit creative company creating a cultural event, product or activity of excellence through partnership with a corporate sponsor, partner or non-arts partner.
Award Content

Defining what makes a quality award was a question the consultant asked of all interview subjects and posed in the public consultation evening. It was also a key feature of the project research and review of best practices in other communities across the country.

While the specific methods of recognition varied from group to group, the principles behind giving the award were the same: promote excellence, recognize valuable contributions to the community, encourage artistic development, create unity, and promote the careers or local artists.

Below is a breakdown of the various methods of recognition that were explored throughout the process and that are included in the consultant's recommendations for the City of Hamilton Arts Awards.

Civic Recognition

Without a doubt, the award element that was clearly essential was the civic recognition that comes with the City of Hamilton Arts Awards. These awards cannot be given by any other local body than City Council. The Municipality as host shows direct recognition of the arts community from the Municipality, and carries the greatest weight on an artist’s curriculum vitae.

While the ICCA will be recommending a few key partnerships for delivering the program, it should remain the City of Hamilton Arts Awards and act as the principle method of recognition for the arts community.

Financial Incentive

Since 2003, the City of Hamilton Arts Awards have included a $1000 cash award to each winner. It has been unanimous that this value must be increased to keep Hamilton’s program on par with other communities and be of true value to artists.

It is the consultant’s recommendation that the City of Hamilton Arts Awards be increased to a value of $2500 per award for Established Artists and $1000 for Emerging Artists. This would make Hamilton’s awards as valuable as those in Winnipeg and Vancouver (two of the comparable communities studied) but still less than the desired amount noted during public consultation.

An increased value would make the awards more desirable to local artists, thereby potentially increasing involvement in the event planning team, nominations, and event attendance.

Physical Award

Presently the City of Hamilton Arts Awards provides each winner with a medallion created by well-known artist Dora de Pedery Hunt. Ms. Hunt also created the image of the Queen on the side of all Canadian currency issued between 1990 and 2003. In the minds of many artists and interview subjects the quality of this award is part of the legacy of the program, and the connection created between the winners since 1976.

It is the consultant’s recommendation that the medallion remains the same going forward.
Innovative Incentives

A common thread throughout the review process was the notion that City of Hamilton Arts Awards should be tied to actual cultural production and the furthering of the careers of local artists. Integrating innovative incentives into civic awards programs has been a tool utilized in many of the comparable cities selected for this study. From the inclusion of contemporary public art commissions and exhibition opportunities in Halifax, to artist-in-residence opportunities in municipally run studio facilities in Vancouver, and a strong media connection in almost every community, innovative incentives take on many shapes.

It is the consultant's recommendation that the City of Hamilton consider a number of innovative incentives. Below is a range of possibilities, some of which are easily within reach, while others will require time and partnership building. The consultant also sees the innovative incentives as key contributors to developing the Emerging Artist awards.

By adding innovative incentives, the City of Hamilton Arts Awards can create partnerships, increase the award value without additional municipal financial outlay, show an understanding of what truly develops cultural workers, and attract potential sponsors without competing with community-based organizations' relationships with traditional business supporters.

Media Support / Partnerships – local media, City marketing, BIAs

Media partnerships should play a pivotal role in the future of the City of Hamilton Arts Awards. Media can assist in publicizing each stage of the Awards process (nomination, event, post) and act as a mechanism for innovative incentives. Local writers could be offered a column for a year. Winners in all disciplines could be granted complimentary advertising opportunities to promote their work. The options here are endless and are a must for a positive future program.

Cultural Partnerships – numerous outreach partners available

Artists' livelihoods are contingent on creating a relationship with the public through performance, exhibition, engagement, and sales. None of these can be achieved without partnerships in the creative community. If the City of Hamilton Arts Awards can find opportunities for artists to produce and present work at a reduced cost, it would be seen as a major win for this project.

Some examples of City opportunities would be:

- Complimentary use of the HECFI studio theatre for a week.
- Exhibition opportunity in City Hall or Lister Block once completed.
- Complimentary use of recreation centre space for teaching a course, rehearsing a show, etc.

Going beyond the City's available resources, there are a wealth of opportunities to partner cultural organizations throughout the city.
Public Art – Culture Division

Halifax has taken a novel approach to public art education and commissioning that we feel is worthy of exploration. In an effort to retain the wealth of creative talent generated by the Nova Scotia College of Art & Design, the City decided to focus a portion of its public art program on engaging young contemporary artists. Through their arts awards program, emerging artists are selected to produce multiple commissions ranging in value from $5,000 to $10,000. These works not only ground that emerging artist in the community for the production of the piece, but also brings their unique and contemporary view into the public landscape, making it an environment that is enticing to young people.

The consultant strongly encourages the City of Hamilton to consider a similar process, but with a multi-disciplinary flare. Public art doesn’t only have to be sculpture. It can be film, new media, music, live performance and numerous other forms. The consultant encourages the City to adopt public art commissions as the key mechanism for recognizing Emerging Artists.

Residency Opportunities – Housing Hamilton

Residencies are highly sought after experience in the culture field. Being accepted for a residency indicates that the artists’ work and process is worthy of investment, time, and attention. In Vancouver the City has adopted a unique approach to its municipally managed studio facility where the artists selected (through the awards program process) gain complimentary or subsidized access to actual studios. This achieves a number of positive outcomes including: official recognition, prominently highlighting the artist, grounding them in the municipality, providing them tangible career development resources, and enhancing their ability to succeed.

The consultant strongly recommend the City consider this process in future years as it develops the 95 King Street East facility. This would be an ideal opportunity for the City to directly connect to the lives of artists, add significant appeal to the City of Hamilton Arts Awards process, and empower the Culture Division and AAC.

The concept and potential options for Innovative Incentives are more thoroughly explored on pages 26 and 27 of this report.
Nomination Process

The nomination process for an awards program is integral. If quality nominations are not received, the awards process becomes devalued which in turn affects the success of the entire program.

Similarly, the nomination process is affected by the nature of the entire event. If the process is seen as being compromised, the awards and incentives aren't of real value, or if the event is not desirable, nominations will suffer.

In order to ensure a quality nomination process, the City of Hamilton Arts Awards must:

- Provide an open and transparent process for nominations.
- Provide a nomination process that has no fee.
- Provide ample time (minimum 12 weeks from point of greatest marketing push) for the community to respond to the nomination call.
- Ensure nomination information is widely distributed throughout the community, included in key community mailings and message boards, e-blasts, and traditional media sources.
- Provide quality prizes and incentives that encourage nominations.
- Present the awards in an event format that is appealing to artists, and generates a significant audience and public awareness.

The primary deficiency in the current nomination process is a lack of marketing and outreach resources.

Nomination Criteria

The nomination criteria below have been designed to give the jury the appropriate materials and information to determine an award winner. The criteria are based on three principle bodies of information: The Work, The Career and The Reception of the artist. The equal weighting of these elements allows the jury to focus on artistic achievement in the multiple areas where it can be accomplished by an artist.

The Work

- Discipline specific elements exposing the work or practice
- Written description of the work or practice

The Career

- Curriculum Vitae, Professional Associations, Biography

The Reception

- Letters of reference
- History of awards and other forms of recognition
- Support materials (reviews, articles, media, etc.)

Each of these elements will be equally weighted (e.g. 40 points per). The Steering Committee will further define the value of each component within these categories.
Nomination Information

Nominee Information: Name, Address, Contact information

- All Established Artist Award applicants must submit the following core materials:
  - Professional Curriculum Vitae (education, showings, professional development, etc.).
  - 3 letters of reference from recognized professionals in their discipline.
  - Support material related to their work (reviews, articles, catalogues, etc.).
  - List of recognized awards or recognition from professional associations.
  - List of memberships or professional associations.
  - Description of their practice.
  - 100 word biography.

- Award Category Specific Materials:

  Visual Art and Fine Craft
  - 6-10 images on CD, DVD, preferably 1920x1920 pixels.
  - List of images with artwork titles.
  - Image specifics (materials, actual size, date of creation).

  Music
  - CD of most recent recording.
  - Basic written description of recording (max. 250 words).

  Performance and Theatre
  - CD/DVD of recent performance works cued to appropriate time (min. 5 minutes - max. 15 minutes).
  - Basic written description of clip (max. 250 words).

  Film / New Media
  - CD/DVD of recent work cued to appropriate time OR weblink to selected work (max. 15 minutes).
  - Basic written description of work (max. 250 words).

  Community Arts
  - Documentation of project process and resulting work, if applicable.
  - Detailed written description of process, participants, communication process, and desired goals of project (max. 1000 words).
  - Completion report, catalogue, exhibition/event documentation, or other materials related to the community outcome.

The awards noted below will submit the same documentation as the Established Artist awards with the addition of the following:

Arts Education
- Additional letters of reference coming from fellow teachers and students.
- Written description of the educator’s unique process, commitment, and dedication to arts education (max. 1000 words).

Arts Administration
- Additional mandatory letter from President of Board of Directors, company President, OR Executive Director.
- Major project history.
Lifetime Achievement

- An additional minimum of 10 letters of reference.

Materials required after adjudication

- Photo of artist.
- List of upcoming exhibitions, events, major projects.
- Emerging Artist recommendation, if applicable.
A Jury Process

The jury process is arguably the most important element of any awards program. It has been expressed by the AAC members and the public that this element, the jury process, of the City of Hamilton Arts Awards Program was previously vague and lacking definition. It is the opinion of the consultants based on other juried arts processes we've participated in, that if this element is flawed it has a negative ripple effect throughout the other program elements.

Presently, the jury for the City of Hamilton Arts Awards is comprised of members of the AAC and select local artists who are asked to be part of the process. The jury is random, not well publicized, and fluctuates in size and skill depending on the discipline being considered. It is anything but clear and balanced.

In order to bring some stability to the jury process the consultant recommends that the jury process become an element managed by the Third Party Delivery Partner (see page 20 of this report) in conjunction with the AAC.

The jury for each award should be comprised of:

- 2-4 established local artists from the given discipline.
- 1-2 established artists or related discipline specific organization representatives (i.e. Theatre Ontario, Ontario Craft Council, CARFAC, etc.) from outside Hamilton.
- 1 AAC member monitoring process and procedure

Jury members should always meet in person to determine the winner. This allows for the verification of jury materials, open dialogue, and a combination of local knowledge and industry experience to be brought to the decision making table.
Delivery Partners

Across the country the consultant has seen numerous variations on how arts awards programs have been delivered. There have basically been three potential models for delivery: the City alone, the City and its regional arts council, or the regional arts council alone. There have been no examples of municipal arts awards programs being delivered by a for-profit partner. In every case partnerships have become integral to effectively delivering a program that meets the needs of the Municipality and the arts community. These partnerships have strengthened the administrative, financial and creative capacity of the process and event, and developed quality relationships within the community.

Below is a breakdown of the partnership structure that the consultant recommends for the City of Hamilton Arts Awards. It brings together the strengths of the community, the City, and the local partners to ensure that the City of Hamilton Arts Awards runs smoothly and is delivered in a cost effective manner.

Culture Division, City of Hamilton – lead partner

It has been made abundantly clear throughout this process that the City of Hamilton Arts Awards should remain a core event of the City. While partners are needed to enhance the program, City Council, the Mayor, Culture Division staff and the community feel the event must remain an official City process and event.

- Ensures that the delivery of the program is consistent with Council-approved guidelines and reports to Council about the program
- Ensures that financial goals for the program are met, including securing City funding allocation to program through Council budget process
- Ensures outreach to and engagement of all sectors of the arts community
- Ensures program timelines are met
- Approves all program plans, eg. outreach/marketing, event, assessment, etc.
- Ensures appropriate involvement of the AAC on the Steering Committee and in the jury process
- Manages the Steering Committee
- Manages the relationship with the Third Party Organization

Arts Advisory Commission, City of Hamilton – advisory partner

The Arts Advisory Commission's role is somewhat prescribed due to the nature of Council appointed Advisory Committees. Its function should be to act as the community lens through which all decisions are being made, but not play a lead role in the actual delivery of the event as it contradicts the City process for advisory committees. The AAC members will:

- Advise Culture Division staff and Council regarding the success of the City of Hamilton Arts Awards in meeting the needs of the arts community
- Participates on the Steering Committee
- Individual members participate on all program juries to ensure a fair and transparent process
Steering Committee

The Steering Committee is a new body that should be formed in order to create continuity amongst the AAC, City staff, the Third Party Organization and the arts community. This body will have the authority to direct the actions of the Third Party Organization, approve all marketing and communications, partnerships and sponsorships, and will ultimately be the body to which juries make their recommendations. No major program element should proceed without approval from the Steering Committee.

- Comprised of members from the three program partners – Culture Division, AAC, and Third Party Organization – plus other interested stakeholders
- Chaired by the Culture Division
- Develops detailed program plans within the program parameters established by Council as follows:
  - Marketing plan
  - Event plan
  - Volunteer management plan
  - Sponsor development plan
  - Partner development plan
  - Assessment plan
- Conducts a post-event evaluation – both process and outcomes

Detailed terms of reference to be developed by Culture Division staff.

Third Party Organization – delivery partner

In order to deliver the City of Hamilton Arts Awards effectively the consultant feels that the City should engage a third party organization. An outside organization would add a number of key skills and efficiencies to the program that cannot be achieved with current Culture Division staff. Instead of identifying a specific organization, we have opted to outline the tasks and talents required of a lead partner(s).

Primary Skills

- Volunteer recruitment and management
- Event Management (timelines, stage management, basic technical coordination)
- Marketing & Communications (marketing planning and execution, social media, mail outs, basic website management, materials distribution)
- Administration (logging nominations, jury preparation, programme coordination, committee management, appropriate computer skills)
- Sponsorship Development (attracting and maintaining positive sponsorship relationships)
- Partnership Development (business, arts and municipal partnership building)
- Local Art Community Knowledge & Network (jury development, nomination encouragement, effective communication, venue knowledge)
Resources

- Must have their own operating/administrative base that is publicly accessible (drop in for questions, pick-up nomination materials, host meetings and jury process, etc.)
- Dedicated paid staff complemented by community volunteers
- Appropriate computer programs and hardware to manage event information flow
- Access to company or staff owned vehicle during primary event dates

 Roles and Responsibilities

Administration 150 hours annually

- Develop a program timeline in conjunction with the Steering Committee.
- Receive, log and prepare all nominations for the City of Hamilton Arts Awards ensuring that each is complete and standardized for the jury process.
- Recruit, coordinate and host juries for the City of Hamilton Arts Awards.

Communications & Marketing 150 hours annually

- Act as the primary execution body for the City of Hamilton Arts Awards program under the direction of the Steering Committee.
- Develop and distribute all communication materials including nomination forms, promotional materials, official invitations, advertising, etc.
- Work with local media sources to arrange interviews on television, radio and in local and regional print publications. Develop short series of public engagement sessions aimed at promoting nomination process and new City of Hamilton Arts Awards awareness.

Networking and Community Engagement 100 hours annually

- Ensure City of Hamilton Arts Awards are adequately connected to the local arts community by embracing a wide variety of volunteers, advisors and ambassadors to distribute information and engage in the program execution.
- Ensure City of Hamilton Arts Awards are specifically connected to ethnically and culturally diverse artists and organizations by engaging in targeted outreach in partnership with City of Hamilton Culture Division staff.
- Attract, train and manage volunteers to assist in hosting the event and handling basic administrative and communication activities.
Program Development

Estimated time: 200 hours annually

- Work with Steering Committee to develop discipline specific jury scoring process as per the recommendations of the City of Hamilton Arts Awards Review and consultation with local jury members.
- Develop sponsor and advertising relationships to provide additional financial and in-kind support for the City of Hamilton Arts Awards.
- Develop incentives programs with City and Community Partners.

Event Planning

Estimated time: 150 hours annually

- Coordinate the event specific details as determined by the Steering Committee including: venue booking, catering and entertainment coordination, décor, invitations, technical needs, documentation and media management.
- Coordinate a post-event evaluation that will result in a report being presented to the Steering Committee, AAC, and potentially Council on an annual basis.

There are a number of local organizations that possess these skills and attributes that would benefit greatly from the connection to the City of Hamilton Arts Awards.
Presentation Event

Venue

The venue for the City of Hamilton Arts Awards should be reflective of the program. It has been noted by numerous interview subjects that the location should rotate throughout the city to showcase our cultural spaces. During the public consultation it was noted that this could be a prime opportunity to highlight the cultural diversity in our community by having food, entertainment, and décor related to the host at each venue.

Style

Across the country communities are abandoning the expense and complexity of large-scale gala events as corporate support dwindles. As budgets are cut, the focus of these programs is returning to the artist and cultural community’s core instead of moonlighting as fundraising events. In most cities, the awards program has become primarily social, occasionally including a local educational or keynote component focused on cultural development.

The interview and public consultation process revealed comparable results with most groups selecting award values over venue costs and high priced catering during the budget exercise.

It would be the consultant’s recommendation that the renewed program take on a social approach. The event would be more about building relationships and an opportunity for the cultural community to socialize. It is also the consultant’s recommendation that, in time, combining the Big Picture event with the City of Hamilton Arts Awards as the social event would develop into a well-respected event that serves the cultural community with a combined program of awareness, education and recognition.

Catering / Beverages

Food and drink are simply a part of every cultural event. The public consultation suggestion of modeling the food and beverage component on the venue and the distinct users of that facility is brilliant. It was also quiet clear that the food/beverage component of the event should not exceed 25% of the presentation event budget as all groups chose to value the food at this level or lower.

Entertainment

The City of Hamilton Arts Awards is the primary vehicle for the City to celebrate its artistic achievements. To that end, the event should act as a showcase of talent not only through the awards but by example through performances, exhibition opportunities and the like. Every group during the public consultation elected to have some form of paid entertainment, with the majority selecting to have a ‘feature entertainer’ valued at no more than 25% of the total presentation event budget. Again this presents an opportunity to showcase diversity, and may also be a logical opportunity for the performing arts related Emerging Artists to be given recognition.

Timeline

When to hold an event in Hamilton is becoming a challenging question as our cultural community grows and covers the majority of the calendar year round.

Thus far, the major consideration for the timing of the event has been based on the availability of volunteers, consideration for partner organizations and City staff availability.
City of Hamilton Culture Division staff is extremely busy in late spring and summer with festivals managed internally and coordinating with community based initiatives. This is also the worst time to work with cultural volunteers as they are likely involved in the same activities or are busy enjoying Hamilton’s many offerings.

Fall is difficult as it presents back-to-school and back-to-work schedules, as well as the start of most community theatre and music organization seasons, making this a difficult time for both volunteers and staff.

Based on this knowledge the consultant recommends planning the City of Hamilton Arts Awards Program on the following timetable:

<table>
<thead>
<tr>
<th>Program Launch Event</th>
<th>Fall 2010</th>
<th>Launch nominations</th>
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<tbody>
<tr>
<td>Event Pre-Planning</td>
<td>November/December 2010</td>
<td>Jury Development Event components</td>
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<tr>
<td>Nomination Deadline</td>
<td>Late February 2011</td>
<td>Administrative Focus</td>
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<tr>
<td>Jury Process</td>
<td>March 2011</td>
<td>Jury Focus Marketing Focus</td>
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<tr>
<td>Event</td>
<td>May 2011</td>
<td>Event Delivery</td>
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</table>
RESEARCH SUPPORT & ADDITIONAL DOCUMENTATION

INNOVATIVE INCENTIVE OPPORTUNITIES
LIST OF INTERVIEW SUBJECTS
PROPOSED BUDGET
PUBLIC CONSULTATION SUMMARY
MAYOR & COUNCILLOR INTERVIEW SUMMARY
COMPARABLE COMMUNITIES CHART
Innovative Incentives Opportunities

Below is a sample of potential innovative incentives that could be developed by the Steering Committee for the City of Hamilton Arts Awards. Each of these opportunities will require specific skills to attain, time to develop, and effective communication. By no means should this list be considered the only potential opportunities to pursue.

As the event gains recognition, public engagement opportunities will present themselves. It will be important for the Steering Committee to develop a system for evaluating and accepting/rejecting opportunities.

City of Hamilton Opportunities

Most quick-win incentive opportunities lie within the City itself. Below is a list of opportunities within the City of Hamilton, some of which can be implemented immediately and others that will take time to develop:

- Exhibition opportunities in the Mayor's boardroom, City Hall and at City-run events (i.e. Mayor's Luncheon series, Gallery on 4) etc.
- Free storage for artists at a number of known City storage facilities (Flamborough storage, 125 Barton, etc.)
- Public Art Commissioning (depending on budget timing and process – similar to Halifax contemporary art program). This can be a program that encourages art disciplines other than visual (i.e. live performances in public spaces, on transit etc.)
- Housing (via established Hamilton Housing facilities, or the proposed 95 King Street East development similar to the Vancouver program)
- Promotion of local artists via City website, proposed Catalyst website, established City advertising programs
- Transit (provide an artist with complimentary HSR pass), commission an artist to design the LRT exterior design
- Commit to having artists performance prior to Council meetings and public ceremonies

Media Partnerships

Hamilton is home to most every media opportunity one can imagine. Below is a list of ideas and potential opportunities to consider:

- Short films shown on CH or via online media
- New media works used as interstichals on CH or via online media
- Dedication to interview artists on CH
- Film distribution via Moviola (owned by Channel Zero / CH)
- Regular column commitment by local print media for Writing winners
- Artist profiles published in any print media on any winner
- Serial story publication by local print media
- Radio plays presented on local radio
- Cable 14 recording of performance works for presentation post-show
- Discounted or free advertising offered to winners to promote future projects
Community Partnerships

Artists in every discipline need access to community resources in order continue achieving and producing quality work. By creating a supportive network of community partnerships, artists will find producing work Hamilton more enjoyable and affordable, and will ultimately feel that their work is more connected to the community they live in. Below is a list of potential community partnerships to consider:

- Commitments to exhibit works by winners in known galleries, performance venues, etc.
- Offerings of free or affordable studio, rehearsal and exploration space
- Offerings of direct-to-artist services such as recording studio time, design assistance, website creation, printer services, etc.
- Opportunities to take classes free-of-charge or at discounted rates
- Opportunities to attend arts events, performances, etc. free-of-charge

Business Community Opportunities

While the consultant recommends that the City of Hamilton Arts Awards seek possible corporate sponsors to support the program, the consultant also feels there are countless opportunities for business partnerships. Below is a list of some of the more obvious and innovative goods and services that could be provided by the business community, and some of the more innovative:

- Housing (companies like Effort Trust could provide an apartment for a year, DTZ Barnicke could provide a vacant store front or light industrial work space)
- Professional services (legal, accounting, specialized medical care, insurance coverage, engineering services for public art, skilled trades labour, etc.)
- Exhibition opportunities in corporate offices
- Company ticket buys (commitment to pre-purchase tickets to an artist’s next event, concert or performance)
- Commitment to purchase corporate art pieces
- Donation of goods related to artistic production (i.e. building materials for sets, visual art supplies, etc.)
- Donation of goods related to quality of life (furniture from IKEA, computers, clothing, transportation, etc.)
List of Interview Subjects

Elected Officials
Mayor Fred Eisenberger
Councilor Pasuta
Councilor Brattina
Councilor Powers
Councilor Jackson
Councilor McHattie

City of Hamilton Staff
Anna Bradford, Director of Culture
Beth Wakeford, Cultural Initiatives Coordinator

Community Stakeholders
Jean Paul Gauthier, Hamilton Music Awards
Gordon Gong, Hamilton Executive Directors Aboriginal Council (HEDAC)
Yvonne Maracle, independent aboriginal artist
Kevin Land, Arts Hamilton
Patti Cannon, Arts Hamilton

Interviews conducted by Arts Advisory Commission Members
Jane Allison, Community Partnerships, Hamilton Spectator
Tim Potocic, President, Sonic Unyon Distribution and Chamber of Commerce member.
### Proposed Budget

<table>
<thead>
<tr>
<th>PROGRAM EXPENDITURES</th>
<th>2008 ACTUALS</th>
<th>PROPOSED BUDGET</th>
<th>PROPOSED INCREASE</th>
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<td>Awards</td>
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<td><strong>$62,550</strong></td>
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</tbody>
</table>

**PROGRAM REVENUES**

| Event Ticket Sales         | $0           | $3,000          | $3,000            |
| Sponsorship                | $0           | $0*             | $0*               |
| **TOTAL REVENUES**         | **$0**       | **$3,000**      | **$0**            |
| **TOTAL PROGRAM NET**      | **$15,000**  | **$74,550**     | **$59,550**       |

* Seeking corporate sponsorships to offset expenditures is recommended.
Public Consultation Summary

City of Hamilton Arts Awards – Public Consultation

Date: Monday, March 8th, 2010
Location: YWCA – McNab Street, Hamilton
Total Public Attendance: 33 (mostly local artists)
Staff in Attendance: Jennifer Kaye, Bridget MacIntosh & Ken Coit
AAC Members: Gary DePodesta, Nancy McKibbin Gray & Anne Cibola
Consultants: ICCA (Jeremy Freiburger, Ashley Lawrence, Stephanie Seagram & Laura Jacome)

Attendance

While we would have liked a higher attendance the group that did attend proved to be very engaged and represented a wide range of the local cultural community. In attendance we had both senior level and emerging artists, a variety of disciplines including visual art, theatre, music and dance, and a mix of new residents and lifelong Hamiltonians represented.

Having City of Hamilton Culture Division staff on hand along with members of the AAC was key in showing true interest in public opinion on the program. Many staff and AAC members also joined in the process by acting as notetakers or facilitators with the activity groups.

Process

The evening was opened by Jennifer Kaye, Manager – Arts & Events, who gave an overview of the process to date, consultant selection and an introduction to the review process. Jeremy Freiburger then presented an opening statement along with a powerpoint presentation that put the City of Hamilton Arts Awards into context. The presentation included a brief history of the program, the award itself, the review and consultation process, best practices outline from other communities and the specific tasks for the public consultation evening.

The following is a summary of the information gathered from the group exercises presented during the public consultation evening.

Throughout the remainder of the evening each group (5 groups in total) were led through a series of exercises. The groups were given a brief explanation of the task at hand, then given approximately 20 minutes to complete each task. At the end of each task a delegate from the table presented their key decisions to the broader group. Light conversation ensued after each round of presentations.
Group Exercises

Exercise #1
Task: Groups were asked to discuss what makes a good award. Is it the public recognition? Funding? Peer Recognition?

Summary of Responses

Core Values
Financial incentive was key to a quality award.
Values ranged from $1000 - $5000
Recognition from the City was viewed as being highly important.
Exposure to a wider audience, peer network and larger community seen as major incentive
Should be based on "excellence"

Processes
Noted that jury process must be high quality
Established artists selecting Emerging artists
Awards should find a way to "accelerate" artists work in the community (encourage production)

Opportunities
Exhibition/Presentation opportunities for winners (i.e. AGH exhibition, Theatre Aquarius production)
Partnerships can provide opportunities
Chamber of Commerce assistance with sponsorship
Development of year-round presence for program via winners work in the community
Alternative incentives

Exercise #2

Task: Each group was given one of three specific jury scenarios. Each scenario asked the group to act as the jury in determining who should win the award in each given scenario. They were asked to come to a consensus and provide feedback on why they chose each winner. If a group completed a scenario quickly they were given another to attempt.

Sponsor Award Scenario Summary
Sponsor A = major cash contribution / Sponsor B = marketing in-kind contribution

Core Values
Do not overly commercialize awards by recognizing sponsors
Financial commitment was seen as primary judgement for sponsors merit

Processes
Limited use of sponsors to fund and promote event

Opportunities
Targeted sponsors who have a direct connection and respect within the arts community

Volunteer Award Scenario
Volunteer A = individual + long-term / Volunteer B = corporate + short term

Core Values
Need to be clear about difference between corporate volunteers and individual volunteers
Both have merit but very different criteria
Opportunities
Connection to Volunteer Hamilton

**Artist Award Scenario**
*Artist A = high caliber artist + new resident / Artist B = lower caliber + locally engaged*

**Core Values**
Recognizing artists with a defined local connection was paramount
Must establish minimum residency criteria (i.e. 2-3 year minimum residence)
Need to recognize established and emerging artists

**Processes**
Needed to determine the value of an artists “community contribution”
How does one determine “artistic” excellence?

**Opportunities**
Must leverage opportunity to recognize quality artists in order to increase award profile
Possible separate award for recognizing ‘community’ artists
Recognition of artist in educational settings

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### Exercise #3

**Task:** Each group was given the task of organizing their version of the arts awards event.
With a budget of $100 the table was asked to identify their budget choices based on the following components: venue, catering, entertainment, and award. Any left over budget amount could be allocated at the groups discretion.

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<thead>
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<th>Budget Breakdowns</th>
<th></th>
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<td>$100</td>
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**Core Values**
Cash value of the award is clearly the highest priority.
General consensus on including live entertainment/presentation opportunity in event plan
Venue should be simplified and tied to the arts community
Food/Drinks should be “pay-to-play” and not a major focus of the event

An online survey was also made available to provide another opportunity for feedback. Although it did not receive a large response, the response that were received echoed many of the same sentiments expressed at the public consultation. (i.e. increased cash value)
Mayor and Councillor Interview Summary

Interviewees:

Councillors Powers, Pastua, McHattie, Bratina, Jackson and Mayor Eisenberger

Below is a summary of the responses from Councillors interviewed during the consultation process. All participants were selected by the Steering Committee and interviewed by Jeremy Freiburger (ICCA) and Bridget MacIntosh (City of Hamilton - Culture Division). Interview subjects were asked the same initial questions and conversations moved organically based on their responses.

Have You Attended the Arts Awards?
- Most Councillors had attended the event
- Has been the MC for the event numerous times
- Had been every year for the past 20 years
- Has been many times
- Have been in recent years

General Sentiment of the Event
- Turn out hasn't been great
- Very low media engagement
- General lack of media coverage and connection
- Event has a sense of 'slow deflation' (no hype or build up)
- Cultural community is growing but same audience shows up each year (no new faces)
- Move the event around form venue to venue - showcase facilities
- Venue is not indicative of the sector (not exciting, not showing off our cultural spaces)
- Move venue around each year to showcase spaces and development
- Venue is not sufficient for the nature of the event
- Event doesn't "set the stage" (defining process, talking about community growth, celebrating the cultural sector)
- Seems artificially formal
- "Not significant enough" considering the size and depth of the community
- Event should be "funky"
- Missing a sense of professionalism (i.e. no stage manager, production meeting)

Artistic Merit vs. Community Engagement
- Artistic merit should be the core value, but both should be recognized
- Suggested 60/40 split between artistic merit and community engagement
- Is it possible to weight the awards so that both are considered?
  - Should include a "giving back" component
  - Suggestion of separate awards for different components
- Liked the idea of adding components but should watch that it does not devalue the program or elongate the night too much (i.e. 40 awards to cover all bases)
- Could merit separate awards for each
- Importance of a “City Award”

- Official City recognition of the industry and individuals
- Municipality is key (program has legacy, City as leader, City wanting to be noticed for recognizing artists and arts community)
- City wants to recognize the contribution of the arts
- City award should have cache, prominence, reputation
  - Seen as a career building program (resume support, endorsement, creating ambassadors)
  - Highlight aspirations and accomplishments of our community
  - Highlight the community and creativity Hamilton has
  - Must take a "not what we've always done" approach to recognition
  - Name needs clarity
  - Need for accountability and clarity is key (ref: literary award mess up)
  - Hope is that award inspires and motivates the winner, and others in community
  - Desire to continue positive industry growth, attract and retain talent

- Category Growth

- Specific mention of new media, film, animation as distinct from visual art
- Supports adding categories for donors, sponsors, partnerships
- Role out additions over time to continue building excitement
- Recognizing private sector involvement would build community
- Idea of ‘city builders’, administrators (support workers in the arts – not just artists)
  - Extend nomination process to ensure broad community recognition
  - Reference to ensuring that recent graduates have access (i.e. Mohawk, Sheridan, McMaster, etc.)
  - Notion of ensuring the program is inclusive

- Partnership & Resources

- Reach out to broader community
- Possible role for Arts Hamilton
- Program must become “part of the bigger picture”
- Potential role for specific organizations in spreading word (i.e. Carnegie to craft community, DVSA to visual arts, etc)
- Defined need for media partners
- Does the Culture division have appropriate resources?
- Program should consider corporate sponsorship but there is difficulty in the City approaching sponsors
- Councillors have discretionary budgets of $350+/- (each could sponsor and award)
- Identified key partners: Hamilton Community Foundation, Jobs Prosperity Collaborative, Proud Campaign,
- Concept of “Mayors Awards for the Arts” - supports idea and would be willing to Champion process
## Comparable Cities: City of Hamilton Arts Awards Program Review

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<td>Arts Advisory Committee (Volunteer)</td>
<td>Increased profile</td>
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<td>Open Nomination Approx 40 nominations</td>
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<td>Open Nomination Approx 80 nominations</td>
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<td>Discipline specific</td>
<td>Talent retention</td>
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<td>Open Nomination Decreasing numbers</td>
<td>Fanned out to local/regional bodies</td>
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<td>Celebrating partnership</td>
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<td>Open Nomination Consistent level of nominations</td>
<td>Artistic merit</td>
<td>Accomplishment Career Development Community Involvement</td>
<td>City staff</td>
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## Appendix A to Item 4 of E&CS Report 10-009

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### Comparable Cities: City of Hamilton Arts Awards Program Review

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<td>Open nominations</td>
<td>So many categories no one policies</td>
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<td>&quot;Provide Vision &amp; Inspiration&quot;</td>
<td>&quot;Arts Led and Clear&quot;</td>
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**STATUS:** ACTIVE
IVOR WYNNE STADIUM LICENCE AGREEMENT

THIS AGREEMENT made in quadruplicate this day of June, 2010.

BETWEEN:

CITY OF HAMILTON,

a municipality created by the City of Hamilton Act, S.O. 1999, c.14, Sched. C

(hereinafter called the “City” and the “Licensor”)

OF THE FIRST PART

- and-

HAMILTON TIGER-CATS FOOTBALL CLUB (2007) CORP.,

a corporation incorporated under the laws of Nova Scotia

(hereinafter called the “Licensee”)

OF THE SECOND PART

WHEREAS the Licensor is the owner of Ivor Wynne Stadium, (hereinafter called the “Stadium”) located at 75 Balsam Avenue in the City of Hamilton, Ontario;

AND WHEREAS the Licensee has requested a Licence from the Licensor to use the Stadium for the playing of football games in the Canadian Football League as is more particularly described in this Agreement;

AND WHEREAS the Licensor has agreed to grant such a Licence on the terms and conditions herein;

AND WHEREAS the Director of Recreation, Community Services Department for the City of Hamilton (hereinafter called the “Director”), or his or her designate, has the general responsibility for the day to day administration of the Premises;

NOW THEREFORE in consideration of the payments, covenants, terms and conditions and provisos contained in this Licence, the parties agree as follows:

1. Interpretation

In this Agreement and any Schedules attached hereto, unless there is something in the subject matter or context inconsistent therewith or defined elsewhere in this Agreement, the following terms and expressions will have the following meanings:

(a) “CFL” means the Canadian Football League;

(b) “City” and “Licensor” mean the City of Hamilton, and where an authority or discretion is conferred upon the Licensor under the Agreement, means the Director or other
appropriate official of the City as designated or appointed under its governing by-laws, resolutions or policies from time to time;

c) “Play-Off Games” means the Licensee’s CFL scheduled play-off games and does not include the Grey Cup;

d) “Premises” and “Stadium” mean the Ivor Wynne Stadium in the City of Hamilton, more particularly described in Schedule “A” attached hereto and, where authorized for use as a practice field or otherwise, include Brian Timmis Stadium;

(e) “Taxes” means means all taxes, rates, duties, charges, assessments, impositions, levies, charges for local improvements and/or licence fees imposed by any authority having jurisdiction, including but not limited to federal, provincial, regional, municipal or other government, agency, board or commission, general and special, ordinary and extraordinary, foreseen and unforeseen, whether or not liability for same exists as of the date hereof, of every nature and kind whatsoever upon or in respect of the Premises, Licensee’s occupancy thereof, the existence or operation of the Premises or any part(s) thereof, whether real or personal property and any taxes or other type of levy imposed on the Licensor or Licensee or anyone else on account or in lieu thereof, by any authority having jurisdiction, whether or not forming a charge on the Premises itself, and any other taxes, rates, duties or assessments which may hereinafter be levied in lieu of, or of a nature similar to the foregoing, and whether recurring annually or at other intervals or on a special or single instance basis only, and any business taxes, business occupancy taxes or other taxes levied against the Licensor and/or the Licensee attributable to the Premises, in whole or in part and, without limiting the generality of the foregoing, any applicable commercial concentration tax, any business occupancy tax and any applicable Harmonized Sales Tax (federal Goods and Services Tax and Ontario’s Retail Sales Tax), or any other or similar taxes which may in the future be imposed from time to time, whether or not same are eligible as at the date hereof, all the above to be paid by Licensee to the proper authorities as and when due;

(f) a reference to any Act, by-law, rule or regulation or to a provision thereof shall be deemed to include a reference to any Act, by-law, rule or regulation or provision enacted in substitution therefore or amendment thereof;

(g) the captions and headings in this Agreement are inserted for convenience of reference only and do not form part of the Agreement and do not define, limit or enlarge the scope, meaning or intent or any provision;

(h) all monies, fees, charges and payments expressed herein shall be in Canadian funds, unless expressly provided otherwise;

(i) this Agreement shall be governed by, interpreted, and constructed under the laws of the Province of Ontario and the laws of Canada applicable in the Province (excluding their rules governing conflicts of laws), and shall be treated in all respects as an Ontario contract. The parties to this Agreement specifically submit to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefore;

2
(j) this Agreement is a licence agreement only and shall not be construed to constitute an agency, partnership or joint venture relationship between the parties hereto or the relationship of landlord and tenant, nor shall it be construed to create any interest in land and shall not be registered in the Land Registry Office by either party hereto;

(k) any act or consent required to be done or given by the Licensor or the Director hereunder may be done or given by the Director or by such representative or representatives from time to time as may be authorized in writing by the Director;

(l) any Schedules attached to or referred to in this Agreement shall form an integral part of this Agreement;

(m) without restricted or limiting the rights and privileges of the Licensor to any broader interpretation, any “breach”, “default”, “act” or “omission” of or in respect of a term, covenant, warranty, condition or provision of this Agreement caused by an officer, employee, servant, member, contractor, subcontractor, consultant, agent, permitted assign or invitee of the Licensee or of any person permitted or allowed by the Licensee to enter upon or use the Premises shall constitute a breach, default, act or omission by or of the Licensee to enter upon or use the Premises shall constitute a breach, default, act or omission by or of the Licensee; and

(n) time is of the essence in this Agreement.

2. Licensee not Lessee

No legal title or leasehold interest in the Licensed Premises shall be deemed or construed to have been created or vested in the Licensee by anything contained in this Agreement.

3. Grant and Term of License

(a) The Licensor hereby grants to the Licensee a license to use the Premises, pursuant and subject to the terms, conditions and limitations contained in this Agreement, for a term of commencing on June 16, 2010 and terminating on December 31, 2010 (the “Term”), unless earlier termination in accordance with the terms of this Agreement.

(b) The Licensee hereto may renew this Agreement for a further term of one (1) year commencing on January 1, 2011 and terminating on December 31, 2011 (the “Renewal Term”), on the same terms and conditions, save and except any changes to which the parties have agreed in writing. For greater certainty, it is acknowledged and understood that in the event the Licensee wishes to exercise the Renewal Term contemplated herein, the onus rests with it to provide notice to the Licensor, in writing, at least ninety (90) days in advance of the expiry of the Term.
(c) The right of the Licensee to exercise its option to renew for the Further Term shall be conditional upon the Licensee not being in default under any of the terms of this Agreement at the time of such option to renew.

4. **Approved Uses and Purposes**

The Licensee covenants and agrees that it shall use the Premises actively during the term of the License for the following uses and purposes only and for no other use or purpose whatsoever:

(a) to enter, occupy, use and enjoy the Premises for the playing all of the Licensee's exhibition, regular season league and playoff football games scheduled by the CFL and any inter-squad games;

(b) to hold or permit the performance of shows and events for the purpose of entertainment at the said football games between the opening of the Stadium gates to the public for the football game and the closing of the gates to the public at the conclusion of the football game;

(c) to permit practices of the shows or other entertainment referred to in Section 4(b) above at the Premises during football practices or at such other times as may be permitted by the Director;

(d) to operate exclusively all food, soft drink, beer, beverage and confection concessions at the Premises during all of its football games schedules by the CFL and any inter-squad games;

(e) to use throughout the year the football operations office space, storage and dressing room areas identified in Schedule “A”; and

(f) to use for football practices the Ivor Wynne Stadium or, where the Ivor Wynne Stadium is unavailable for use as a practice field as determined by the Director, the adjacent Brian Timmis Stadium.

5. **Licence Fees and Other Payments**

The Licensee covenants and agrees with the Licensor as follows:

(a) **Licence Fee**

   (i) **Exhibition and Regular Season Games**

   The Licensee shall pay to the Licensor each and every year during the term of this Agreement, for the use of the Premises for the aggregate of eleven (10) CFL games being one (1) exhibition and ten (10) regular season CFL games, the sum of TWENTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS ($27,500.00) for the
first year (2010) of this Agreement (based on $2,750.00 per game) without deduction, plus applicable Taxes. The said Licence Fee shall be payable in full, in advance, each year prior to the commencement of any use of the Premises for the year. The Licence Fee payable by the Licensee for any additional regular season CFL games shall be the amounts stipulated per game, being $2,750.00 without deduction, plus applicable Taxes for each such additional game.

(ii) Licence Fee – Playoff Games

The Licensee shall pay to the Licensor each and every year during the term of this Agreement, for the use of the Premises for CFL playoff games, a Licence Fee in the sum of SIXTEEN THOUSAND DOLLARS ($16,000.00), without deduction, plus applicable Taxes. The said Licence Fee payable by the Licensee shall be payable in full, in advance, prior to the commencement of any use of the Premises for playoff games.

(iii) The Licence Fee is for the following:

(A) the use of the Premises for the CFL exhibition, regular league and playoff games;

(B) the use of the football operations office space, storage and dressing room areas identified in Schedule “A” attached;

(C) the use of the food and beverage concession space identified in Schedule “A” attached; and

(D) the use of Brian Timmis Stadium for football practices, where so designated by the Director.

(b) Training Camp

The Licensee shall pay to the Licensor each and every year during the term of this Agreement, for the right to use the Premises for the Licensee’s training camp, the sum of ONE DOLLAR ($1.00) without deduction, plus applicable Taxes payable in full, in advance, prior to the commencement of training camp. The Licensee shall notify the Director in writing no less than sixty (60) days in advance of the date(s) that the Premises will be required for training camp, if at all, failing which the Director shall have no obligation to make the Stadium available to the Licensee for such use. In the event that the Stadium is not available on the dates specified by the Licensee due to prior contractual commitments of the Licensor, the Director shall make the Brian Timmis Stadium available in its place provided that the Licensee has complied with the notice provisions contained in this section.

(c) Concession

The Licensee shall pay to the Licensor each and every year during the term of this Agreement, for the right to operate the concession to sell food and beverages,
including beer, at the Premises during the times specified in Section 4(d), a concession fee in the sum of ONE DOLLAR ($1.00), without deduction, plus applicable Taxes payable in full, in advance, prior to the commencement of use of the Premises for concessions in the year.

(d) Licensor Owned Parking Lot

The Licensee shall pay the sum of ONE DOLLAR ($1.00) plus applicable Taxes, without deduction, for use of the parking area located on the northwest corner of Balsam Avenue and Cannon Street, Hamilton, Ontario, more particularly described in Schedule “D”, payable prior to commencement of use of same by Licensee. The Licensee acknowledges and agrees that such use of the parking area referred to in Schedule “D” is limited to those times when CFL or inter-squad games are being played at the Premises. The Licensor shall operate and receive all revenue from the car parking areas on Licensor-owned parking areas located on part of Scott Park at the southeast corner of Cannon Street and Melrose Avenue, Hamilton, Ontario, more particularly described in Schedule “D”.

(e) Corporate and Media Boxes

The Licensee shall pay to the Licensor each and every year during the term of this Agreement, for the right to sub-license the corporate and media boxes, a corporate and media box fee in the sum of ONE DOLLAR ($1.00) without deduction, plus applicable Taxes. The said media box fee shall be payable in full, in advance, prior to use by the Licensee each year. The Licensee agrees that all tenant’s improvements to or in the media boxes shall belong to the Licensor without any compensation whatsoever to the Licensee or any person to whom the Licensee has sub-licensed the media box(es). The Licensee shall maintain and repair the media boxes in good and safe condition during the terms of this Agreement.

(f) Advertising

The Licensee further agrees to actively market the City of Hamilton and to provide the Licensor with ONE HUNDRED THOUSAND DOLLARS ($100,000.00) of in kind advertising in each year of the term of this Agreement. The advertising which the Licensee will provide to the value set out herein may take the form of advertising within the Premises, radio advertisements, print and program advertisements and advertising at other Canadian Football League Stadiums. The Licensee shall report to the Licensor the types and estimated value of the advertisements on or before December 1st of each year of this Agreement. The content of the advertisements shall be approved by the Director prior to the advertisement being produced, displayed, published and/or broadcast.
(g) **Personnel Costs and Expenses**

The Licensee shall pay, when and as the same shall fall due, all costs and expenses incurred by the Licensor with respect to police and security, gate security, ushers, sound systems, electricians and ticket-takers in connection with the exercise of the Licence herein granted.

(h) **Utilities and Waste Disposal**

The Licensee shall pay all rates and charges for public utilities and waste disposal, if any and when due, used in connection with the football operations carried on by the Licensee at the subject Premises.

(i) **Telephone**

The Licensee shall pay for all telephone costs when due, including press box, concession ticket booths, dressing rooms, field communications and computer telephone costs incurred by the Licensee in the Premises.

(j) **Licences and Approvals**

The Licensee shall, at its own expense, be solely responsible for obtaining all municipal and any other licenses, permits or approvals necessary in connection with the use of the Premises and, where applicable, Brian Timmis Stadium, including all necessary licences to sell beer, and the carrying out of the Licensee’s operation herein. The Licensor shall, if necessary to obtain a licence, join in any applications by the Licensee for a licence to sell beer provided that the Licensee shall be responsible for all costs, expenses and liabilities whatsoever arising from or related to the Licensor’s joining in such application.

(k) **Electronic Scoreboards**

The Licensee shall be entitled to use of the scoreboards during the term of this Agreement.

(l) **Electronic Security System**

The Licensee shall annually pay for the cost of the existing electronic security system relating to the dressing rooms and the following other areas:

(i) on south side: Licensee’s dressing rooms, training rooms, V.I.P. lounge and tape storage room; and

(ii) on north side: Licensee’s concession office and concession storage.

(m) **Fees, Charges and Payments**
The Licensor shall have the same rights and remedies in the event of default in payment of any fee, charge, expense or cost payable by the Licensee hereunder as it would have in the case of the Licensee’s default in the payment of the Licence Fee and addition fees, charges, expenses or costs, such unpaid amount shall bear interest, payable as an additional charge, at a rate set out in Section 6.

6. Interest on Unpaid Amounts

If the Licensee fails to pay to the Licensor any amounts required to be paid under this Agreement at the time or times for such payment, the Licensee shall pay interest on such unpaid amounts from the due date to the date of payment at the rate of two percent (2%) above the Prime Rate per annum charged by the Licensor's Bank in effect from time to time calculated and compounded monthly.

7. Warranties of Authority of Licensee

The Licensee expressly warrants as follows:

(a) The Licensee is not prohibited or restricted from entering into any of the obligation assumed, liabilities imposed, or restrictions accepted by the Licensee under this Agreement by any agreement, constating documents, constitution, legislation, statute, act, regulation, order or otherwise.

(b) To the best of the Licensee’s information and belief and after making diligent inquiries, the Licensee is not aware of any material facts or circumstances having a bearing upon its ability to perform or comply with its obligations under this Agreement.

8. Covenants by the Licensee

The Licensee covenants and agrees with the Licensor as follows:

(a) Use of Premises

(i) The Licensee shall not carry on any activities in or at the Premises or Brian Timmis Stadium, nor permit others to carry on activities in the Premises or Brian Timmis Stadium, for any purposes except those as set forth in Section 4 herein without the prior written approval of the Director.

(ii) Where the Licensee uses the Premises for a purpose, other than the purpose set out in Section 4 herein, without the prior written approval of the Director, the Licensor may terminate this Agreement immediately and the Licensor shall not be responsible for any loss, expense, costs, charges, damages, indemnities and/or liability, which may be sustained by the Licensor. Where the Licensor so terminates this Agreement, the Licensee shall immediately cease all operations on the Premises and make whatever arrangements are necessary to leave the Premises in a clean, tidy and safe condition and vacate. The Licensor may suspend for such
period of time as it deems necessary in its sole discretion, exercised reasonably, or terminate the License hereunder in an emergency, or whenever in its sole reasonable opinion such suspension or termination may be necessary to ensure the safety of life, or of a structure, or of a neighbouring property, or whenever in its reasonable opinion the use of the Premises or any part or party thereof are being carried out in an unsafe manner, and the Licensor shall not be responsible for any loss, expense, costs, charges, damages, indemnities and/or liability which may be sustained, paid or incurred by the Licensee of any other person or persons, by reason of such suspension or termination by the Licensor. The Licensor shall not be responsible for any damage, loss, injury or death, however caused, or for any compensation whatsoever to the Licensee or others resulting from suspension or termination of this Agreement in accordance with this Section.

(iii) The Licensee will conduct its business in accordance with the rules and regulations established by the City for the subject Premises, from time to time and as notified by the Licensor. The Licensee’s use of the Premises and its activities thereon shall comply with, at the Licensee’s expense, all governmental, municipal, provincial and federal statutes, laws, by-laws, regulations, directives and controls and all court orders, judgments and declarations of a court of competent jurisdiction. The Licensee shall not do anything or permit anything to be done on the Premises that may constitute a nuisance, cause damage or loss or endanger the Premises, adjoining properties or any person. Without limiting the foregoing, the Licensee, at its own expense, shall obtain all necessary municipal, provincial, federal or other government approvals, permits and licences to conduct its business, operations and/or activities in or upon the Premises prior to entering the subject Premises, including, where applicable, the Workplace Hazardous Material Information system, and collection and payment of applicable Taxes on all food, beverage, souvenir and other sales. With respect to the Licensee’s employees, including concession employees, subcontractors, agents and hawkers, the Licensee shall comply with the laws of the Province of Ontario.

(iv) The Licensee further agrees that the Director shall have the sole right to prohibit any entertainment events referred to in Section 4 if such events may, in the sole opinion of the Director, exercised reasonably, cause damage to the Premises or cause discredit to the Licensor or the Stadium.

(v) Notwithstanding any other term or condition of this Agreement, the Licensee acknowledges that the Licensor and the Director and his/her representatives may enter the Premises at any time upon presentation of credentials.

(vi) In no event shall the Licensee admit more than the maximum number of spectators, which the Director or his/her designate has determined the stadium can safely accommodate. The occupancy of the Stadium shall not exceed the current maximum permitted under the Ontario Building Code Act which is approximately 28,000 spectators, including the standing room only capacity. This decision is in the sole discretion of the Director or his/her designate.
(b) Safety and Environmental Measures – Responsibilities and Obligations of the Licensee

Without limited or restricting in any way any other responsibilities and obligations of the Licensee in this Agreement, the Licensee, at its own cost and expense, shall:

(i) ensure that all health and safety requirements are met at the Premises;

(ii) ensure that the Premises and any buildings, structures, erections or improvements thereon are maintained in a condition of good, safe, clean and tidy condition, and free and clear of and from slippery surfaces or any other unsafe condition, hazards, obstructions, debris, equipment, supplies, empty containers and all other unsightly or potentially dangerous rubbish;

(iii) maintain and keep in good repair all the football operations office space, storage space, the concession areas and dressing room areas described in Schedule “A” and shall deliver up to the Licensor such areas at the termination or expiry of this Agreement in good repair, reasonable wear and tear excepted. The Licensee shall be responsible for all costs of such maintenance and repair including but not limited to heating, ventilation and air conditioning systems, painting, plumbing and repairs of a non-structural nature. The Licensee shall not be responsible to the Licensor for structural damage in the areas described in Schedule “A” unless such damage is caused by or attributed to the acts or omissions of the Licensee, its employees, contractors, sub-licensees, invitees or agents;

(iv) not do or permit any waste or damage, disfiguration or injury to the Premises or any of the equipment, chattels, fixtures, buildings, structures, erections or improvements of the Licensor thereof or permit any overloading of same nor place thereon any heavy equipment, machine, materials, supplies or other heavy thing, without first obtaining the consent in writing of the Licensor;

(v) ensure that all equipment, supplies and other materials are stored properly and in a safe and secure manner and that all materials, equipment and supplies delivered to the Premises are neatly and safely stored or contained upon delivery and shall be so maintained until used up;

(vi) take reasonable and required measures, including those required by authorities having jurisdiction, to protect public and those employed on the Premises from bodily harm;

(vii) shall neither permit nor allow the introduction or use of beer or other alcoholic beverages or liquors upon the Premises without the written consent of the Licensor, not to be unreasonably withheld, and on such conditions as the Licensor may impose including but not limited to strict compliance with the City of Hamilton’s Municipal Alcohol Risk Management Guidelines or any successor policy, the Liquor Licence Act, R.S.O. 1990, Chapter L.19, as amended, the Alcohol and Gaming Regulation and Public Protection Act, 1996, Chapter 26, and the regulations thereto;
(viii) neither permit nor allow the introduction or use of illegal narcotics upon the Premises;

(ix) neither permit nor allow smoking in the Premises;

(x) neither permit nor allow the preparation, service and/or safe of food in or at the Premises other than is expressly provided in this agreement or with the written consent of the Licensor and in strict compliance with all applicable health and safety requirements, laws and regulations;

(xi) not use or permit to be used any part of the Premises for any dangerous, noxious or offensive manner and not to cause or permit any annoyance or nuisance, as determined by the Director, in, at or on the Premises;

(xii) ensure the use of only recognized, government-approved environmentally compatible and safe products, materials and application methods in its activities and operations upon the Premises;

(xiii) not use or produce on the Premises or allow to be brought on to the Premises any noxious, offensive, toxic or hazardous substance or any vehicles, equipment or parts thereof which contain any such substances, or any substance which if it were to remain on or escape from the Premises would contaminate the Premises or any other property to which it came in contact. This provision shall not apply to prevent the Licensee from bringing equipment, which contain gasoline and engine oil, upon the Premises provided that such equipment is adequately protected against the escape of such substances; and

(xiv) make full restitution for such harm and damage resulting from failure to take adequate protective measures, and shall make good any such damage from whatever cause.

(c) Licensee To Play Home Games At The Stadium

Where any CFL exhibition, league or playoff football games are scheduled to be played by the Licensee as the home team, the Licensee covenants with the Licensor to play all such games at the Stadium unless otherwise directed by the CFL.

(d) Concessions

(i) Sale Of Novelties And Souvenirs

The Licensee shall be responsible for the sale of all Club and CFL novelties and souvenirs during the approved activities listed in Section 4 above, the income from which shall be the sole property of the Licensee. The Licensee may, with the consent of the Director, which consent may be unreasonably withheld, sell Club and CFL novelties or other souvenirs at other events held in the Stadium not related to or sponsored by the Licensee.
(ii) **Maintenance Of Concession Equipment**

The Licensee shall, at its own expense, operate and maintain the concession equipment owned by the Licensor and described in Schedule “C” hereto and shall keep same in present working order and repair, reasonable wear and tear excepted.

(iii) **Non-Removal of Concession Equipment**

The Licensee shall not remove any of the Licensor owned Concession equipment described in Schedule “C” from the concession space described in Schedule “A” without the prior written consent of the Director.

(iv) **Other Concession Equipment**

The Licensee shall supply, at its own expense, all such other concession equipment necessary to operate the concessions including supplies, utensils and drinking cups. The Licensee shall be solely responsible for all capital equipment required to set up proper serving areas in the areas designated by the Director for the sale of beer.

(v) **Concession Staff Of Licensee**

The Licensee shall supply, at its own expense, all staff necessary to operate the concessions described in Section 4 and such staff shall be of neat and professional appearance at all times with all uniforms subject to approval by the Director.

(vi) **Garbage Disposal**

The Licensee, or its agents, shall prepare and put out in garbage bags all garbage within the concession booths. The Director shall specify the size of containers, the manner of placing and the time of collection. Cardboard boxes and cardboard from the souvenir stands or other promotional events must be crushed and left for collection. If the Licensee, or its agents, fails to follow the Director’s orders on the proper garbage procedures, the Licensor may prepare the garbage for pickup and shall be authorized to charge this expense to the Licensee and the Licensee shall pay this charge forthwith upon presentment by the Licensor of the Licensor’s invoice for same.

(vii) **All Other Staff of Licensee For Football Games**

(A) The Licensee shall provide, employ and pay the sound system announcer, ticket sellers, parking staff (other than at the Scott Park parking area during the Licensor’s use), emergency/ambulance services and arrange for umpires, referees, game officials and such other officials the Licensee deems necessary to control the operations of the Licensee’s football games;
(B) The Licensee shall hire and train all persons necessary to ensure compliance with the requirements of the City of Hamilton’s Municipal Alcohol Risk Management Guidelines or any successor policy, the Liquor Licence Act, R.S.O. 1990, Chapter L.19, as amended, the Alcohol and Gaming Regulation and Public Protection Act, 1996, Chapter 26, and the regulations thereto; and

(C) The Licensee shall ensure that all persons serving liquor or beer shall be certified by a recognized Ontario-based server program, presently known as the "Smart Serve Ontario Responsible Alcohol Beverage Service Training Program" (i.e. Smart Serve) prior to beginning to serve liquor or beer. The Licensee shall use its best efforts to have all such personnel in attendance no later than the time of the opening of the Stadium gates to the public.

(viii) Scoreboard Computer Operator

The Licensee shall supply, at the Licensee’s expense, a scoreboard computer operator for the electronic scoreboard in the Stadium for all the events of the Licensee and at such other non-Licensee events held in the Stadium as requested by the Director on the basis that the daily cost of such operator at non-Licensee events shall be absorbed by the party using the Premises.

(x) Non-Interference With Electronic Scoreboard

The Licensee agrees that its employees and agents shall not at any time interfere with the operation of or attach anything to the structure containing the electronic scoreboard without the prior written consent of both the Licensor and the scoreboard maintenance contractor of the Licensor, and any request by the Licensee to connect advertising to the said structure must be accompanied by engineering drawings and specifications for review and approval by the Director.

9. Tickets

All tickets sold or issued by the Licensee shall contain the following as a condition of admission to the Stadium:

“Holder of ticket voluntarily assumes all risks and danger incidental to the admission of the Ivor Wynne Stadium and incidental to any event for which this ticket is issued, whether occurring prior to, during or subsequent to the actual game, the holder releases the Hamilton Tiger-Cats Football Club (2007) Corp. and the City of Hamilton and the participants in the event from any liability thereof howsoever and wherever caused and whether caused by negligence or not. The holder of the ticket acknowledges that smoking is prohibited in Stadium and that any persons permitted into the Stadium are subject to a search of any bags or carrying items in their possession at the request of the operator. Admission is subject to compliance with all laws and regulations and regulations and the terms contained herein. Failure to comply may result in non-admission or ejection.”
10. **Conditions of Premises**

The Licensee accepts the Premises in its present condition and acknowledges and agrees that the Licensor has not given any representation, warranty or condition, express or implied, in fact or by law, as to the state, quality or condition in, on, or of the Premises, whether with respect to environmental matters or otherwise, or that the Premises are suitable for any particular use or purpose, including, but not limited to any use permitted by this Agreement, or as to any other matter or thing, whether or not related to any of the foregoing. Furthermore, the Licensee assumes any and all risks relating to the physical condition of the Premises, including the surface and subsurface conditions thereof. Neither the Licensee nor any permitted occupant shall have any recourse to the Licensor as a result of the nature or condition of the Premises, whether or not the Licensor has or had actual or imputed knowledge of such nature and condition as at the Licence commencement date or at any other time during the Term or any renewal thereof. The Licensee acknowledges and agrees that it shall be an occupier pursuant to the *Occupier's Liability Act, R.S.O. 1990, c.O.2.*

11. **No Alterations, etc. Without Approval**

The Licensee agrees that it shall not make any alterations whatsoever to the Premises without the prior written approval of the Licensor, which may be withheld unreasonably. Without limiting the generality of the foregoing, the Licensee shall not construct, renovate, install or erect any buildings, structures, fixtures, improvements or other facilities without first obtaining the written approval of the Licensor for such works. The Licensee shall at its own cost and expense prepare the Premises appropriately for the approved use and the Licensor shall not be responsible in any way for any improvement or preparation of the Premises. The Licensee shall implement, at its own cost and expense, all precautions, measures and safeguards as are necessary to protect the public from injury during and after any approved alterations of the Premises. Without limiting the generality of the foregoing, the Licensee shall fence any portion of the Premises under construction, repair or improvement at its own cost and expense and will ensure the Premises are secured and safeguarded during non-working hours.

12. **Alterations, Improvements and Additions**

All buildings, structures, improvements, installations, alterations, additions, partitions and fixtures of the Licensee construed, installed or placed at, in or upon the Premises are, immediately upon construction, installation or placement, the Licensor’s property without compensation therefore to Licensee and shall not be removed from the Premises by the Licensee at any time either during or after the Term, subject to the following:

(a) the Licensor is under no obligation to repair or maintain the Licensee’s buildings, structures, installations, alterations, additions, partitions and fixtures or anything in the nature of an occupant’s improvement made or installed by the Licensee; and
(b) the Licensor has the sole right upon the termination of this agreement by effluxion of
time or otherwise to require the Licensee to remove its installations, alterations,
additions, partitions and fixtures or anything in the nature of an occupant’s
improvement made or installed by the Licensee and to make good all damage caused
to the Premises by the construction, installation or removal thereof.

13.  **Signage**

The Licensee shall have the right to erect temporary CFL Hamilton Tiger-Cats team
signage on the Premises, the design, quality and location of which shall be subject to the
Licensor’s prior approval. The Licensee shall not install, exhibit or display any other
advertising, signage, notices, posters or like displays in the subject Premises without the
prior written consent of the Licensor, which will not be unreasonably withheld. All
concession signs shall be of materials approved by the Director.

14.  **Liens**

The Licensee covenants to the Licensor to pay all charges incurred by or on behalf of the
Licensee for any services, work or materials which may be supplied, done or performed in
respect of the Premises and the Licensee shall forthwith discharge any liens arising
therefrom at any time claimed or registered against or in respect of the Premises or any
part thereof. In the event that the Licensee shall fail to cause any liens forthwith to be
discharged after being notified thereof, then, in addition to any other right or remedy of the
Licensor, the Licensor may, but shall not be obliged to, discharge same by paying the
amount claimed to be due and any other amounts necessary to obtain such a discharge
and the amount so paid by the Licensor and all costs and expenses, including reasonable
solicitor’s fees on a solicitor and client basis, incurred by the Licensor in procuring the
discharge of such lien, shall be payable by the Licensee and due to the Licensor as an
additional charge due and payable forthwith.

15.  **Licensee’s Responsibility for Losses and Damages**

The Licensee shall itself, and shall cause its agents and all workers and persons employed
by them, or under its control, or employed by, or under the control of sub-contractors, to
use due care that no persons or property is injured, and the Licensee shall be solely
responsible for all damages by whomsoever claimed in respect of any such injury. All loss
or damage occasioned by or arising out of the nature of the activities, business or
operations to be done, or from the normal action of the elements or from any reasonably
foreseeable circumstances in the prosecution of the same shall be sustained and borne by
the Licensee at its own expense.

16.  **Licensor Not Responsible For Loss, Etc.**

Subject to Section 18(i), the Licensee acknowledges that the Licensor shall not under any
circumstances be liable to the Licensee for any loss or damage, however, caused to
property of the Licensee located at the Premises, or Brian Timmis Stadium during or after the term of this Agreement, save and except such loss or damage directly caused by the negligence of the Licensor, nor shall the Licensor be liable to the Licensee for any economic or consequential loss suffered by the Licensee as a result of such damage or as a result of the Licensor’s performance or non-performance of any of its rights or obligations hereunder.

17. **Notice of Accident, Injury or Harm**

The Licensee shall give immediate notice, and written notice with complete details thereof, to the Licensor of any accident, injury or harm to any person on or using the Premises or of any damage, loss or defect in or to any part of the Premises or any damage or loss of any property of any person using the Premises or any damage or loss of any property of the Licensor in the Premises which comes to the attention of the Licensee, its officers, employees, members, servants or contractors, notwithstanding that the Licensor may not have any obligation with respect to same. Notwithstanding the foregoing, in the event of injury to personnel of Licensee, the Licensee shall give such notice to the Licensor only where such injury is material.

18. **Indemnities**

(a) The Licensee shall pay to the Licensor the amounts of all loss or damage caused to the Premises or Brian Timmis Stadium or to the Licensor’s equipment and facilities therein by reason of the Licence hereby granted, whether such damage is caused by the Licensee or its employees, agents licensees, invitees, or any other persons present at football games, practices or Licensee related events, on or about the Premises or Brian Timmis Stadium, reasonable wear and tear excepted and same and except for any such loss or damage resulting from the failure of the Licensor, its employees and agents to carry out its obligations under the terms of this Agreement;

(b) The Licensee agrees at all times to defend and indemnify and save the Licensor harmless from and against any and all demands, claims, including but not limited to all claims for bodily injury (including death) or loss of reputation or property damage, actions, causes of action, suits and all other proceedings, or damages, loss injuries, fines, penalties, interest, charges, expenses and costs (including legal costs on a solicitor and client basis) that are caused to or incurred by, sustained or suffered by, occasioned to or imposed upon or made or instituted against, the Licensor or to which the Licensor may be liable by reason of or arising from any act or omission, neglect or default on the part of the Licensee or by reason of the Licensee carrying out or failing to carry out any obligation or responsibility to which it is subject, or exercising any right to which it is entitled, under this Agreement or by reason of or arising from any breach, violation or non-performance of any covenant, term, warranty, condition or provision in this Agreement by the Licensee or arising out of the use of the Premises, the Licensor's chattels and fixtures, Brian Timmis Stadium or the City-owned parking lots by the Licensee, except to the extent that the same are caused by the direct
negligence or deliberate wrong-doing of the Licensor or result from the failure of the City, its employees or agents to carry out its obligations under this Agreement.

(c) The Licensee covenants with the Licensor that the indemnities contained in this Section shall extend to all actions, causes of action, demands, costs, damages, interest, expenses or loss, including injury or death, arising by reason of the Licensee's operation of any of the concessions and the equipment in the same as described in Section 4(d) and the sale of the novelties by the Licensee or by reason of the erection, maintenance or construction of any structures, improvements, fixtures or alterations erected or installed by the Licensee, its servants, contractors, employees or agents, whether or not such have been approved by the Licensor or the Director.

(d) Provided further that the Licensor shall not be responsible for, and the Licensee hereby releases the Licensor from, any personal injury, including death, or property damage or loss which may be sustained by the Licensee or any other person upon the Premises or upon lands adjacent thereto, arising out of any accident or occurrence upon the Premises except to the extent that the same are caused by the direct negligence or deliberate wrong-doing of the Licensor; all risks of such injury or damage being assumed by the Licensee, who shall defend and hold the Licensor harmless and indemnified therefrom. Without limiting the generality of the foregoing, it is understood and agreed that the Licensee shall be responsible for providing and maintaining fire and theft and all other perils insurance coverage respecting its property and activities upon the Premises.

(e) Except to the extent that the same are caused by the direct negligence or deliberate wrongdoing of the Licensor or breach of its obligations hereunder, the Licensor shall, in no way, be responsible for the theft of any equipment, supplies, materials or other property owned or used by the Licensee or by any person permitted or allowed by the Licensee to enter upon or use the Premises or by any other person; nor, except as aforesaid, shall the Licensor, in any way, be responsible for any damage, loss, injury or death to any person or property, however caused, resulting from the Licensee’s use of the Premises, from the condition of the Premises or from the Licensee’s use of any other property owned by the Licensor and provided to the Licensee for use, or from the use of the Premises or of such other property by any person permitted or allowed by the Licensee to enter upon or use the Premises. This includes, but is not limited to, any harm resulting from the presence of any contaminants in the soil, buildings or structures at, in or on the Premises or at, in or on such other property of which the Licensor may not have been aware when it provided such property to the Licensee, regardless of whether the presence of any such contaminants were pre-existing or not. The Licensor shall not, in any way, be responsible for any damage, loss, injury or death to person or property, however caused, resulting from the Licensor’s use or treatment of any property adjacent to the Premises or to any other property owned by the Licensor.

(f) Without limiting any other provision of this agreement, except to the extent that the same are caused by the direct negligence or deliberate wrongdoing of the Licensor or breach of its obligations hereunder, the Licensor is not liable or responsible in any
way for any loss of or damage or injury to any property belonging to the Licensee or to any other person while the property is in or upon the Premises whether the property has been entrusted to employees of the Licensor or not and the Licensor is not liable for damage to property caused by steam, water, rain or snow which may leak into, issue or flow from any part of the Premises or from the water, steam or drainage pipes or plumbing works of the Premises or from any other place or quarter or from any damage caused by or attributed to the condition or arrangement of any electric or other wiring or for any damage caused by anything done or omitted by any other person.

(g) The Licensee shall defend, indemnify and save the Licensor harmless from all actions, causes of action, claims, costs, damages, loss, demands, interest and expenses sustained or incurred by the Licensor in connection with the Licensee’s full and part-time employees including concession workers, hawkers and subcontractors associated with the concessions and with respect to all participants at any such games of the Licensee which participants shall include the players, coaches, managers, referees, linesmen, staff members, team workers officials, scorekeeper, mascot, band and cheerleaders and all other personnel, including but not limited to media personnel, permitted to enter any restricted areas which are defined as those areas restricting access to the general public and spectators.

(h) The rights to indemnity provided for in this Agreement shall be deemed to be in addition to any rights with respect to insurance in favour of the Licensor provided under this Agreement. The rights of defence and to indemnity provided for in this Agreement shall survive the expiration or any termination of this Agreement, and shall prevail where inconsistent with any other provision in this Agreement.

(i) The Licensee shall have no liability under this Section 18 or Section 16 in respect to any loss or damage occurring at an event at the Premises that is not an event sanctioned by, participated in or undertaken by or involving the Licensee or its personnel, and its sub-licensees and contractors (hereinafter referred to as “Non-Club Events”). Sub-licensees and contractors of the Licensee performing services directly for the Licensor shall be deemed to be participating in a Non-Club Event. The Licensor agrees to defend, indemnify and save harmless the Licensee from and against any and all demands and claims made against the Licensee in connection with or otherwise related to a Non-Club Event.

19. Insurance

The Licensee shall provide and maintain during the term of this Agreement the following Policies of Insurance in form, amounts and with insurers acceptable to the Licensor:

(a) Property Damage and Public Liability Insurance, including but not limited to:

   (i) commercial general liability insurance coverage, covering all operations and uses by the Licensee of the Premises, including but not limited to product liability, advertising liability, tenant’s legal liability, non-owned automobile
liability and all liability imposed by the Liquor License Act, of Ontario, as amended;

(ii) coverage naming the Licensor as an additional insured containing a provision for cross liability as between the Licensor and the Licensee except for non-owned automobile;

(iii) a provision that the insurers shall notify the Licensor in writing at least 30 days prior to any cancellation thereof;

(iv) a minimum amount of Public Liability and Property Damage Insurance of FIVE MILLION DOLLARS ($5,000,000.00), and an aggregate of FIVE MILLION DOLLARS ($5,000,000.00), if applicable;

(v) a minimum amount of Public Liability and Property Damage Insurance in respect of the Liquor Licence Act Liability endorsement and with respect to food, beer and souvenir concessions at Ivor Wynne Stadium and Brian Timmis Stadium of FIVE MILLION DOLLARS ($5,000,000.00), in any one occurrence, if applicable, an aggregate limit of FIVE MILLION DOLLARS ($5,000,000.00);

(b) The Licensee shall furnish to the Licensor prior to the commencement of this agreement and thirty (30) days prior to the anniversary date of this agreement each year during the term of this Agreement a copy of originally signed Certificates confirming all such liability coverage is in force and shall provide evidence of continuation of such coverage not less than thirty (30) days prior to the insurance coverage expiry date.

(c) If the Licensee fails to take out or maintain any such insurance as set out above the Licensor, at its option, shall be entitled to take out and maintain such insurance the cost of which insurance shall be immediately payable by the Licensee.

20. Insurance Of The Licensee For Non CFL Events And Concessions

The Licensee covenants with the Licensor that, if at any time in the future, the Licensee undertakes any event in a City facility, which event is not insured under the CFL Policy as usual to the CFL operations, or if the Licensee operates the concessions under Section 4(d) herein at a non-CFL event, or concessions in another City facility, the Licensee shall, prior to any such occurrence, obtain and deliver to the Licensor, no later than thirty (30) days prior to such event, a copy of originally signed Certificate of Insurance covering the insurance requirements set out in this agreement.

21. Covenants By The Licensor

The Licensor covenants and agrees with the Licensee as follows:
(a) Premises Maintenance, Repairs and Police Protection

The Licensor shall provide:

(i) at the Licensor’s expense, maintenance and repairs to the Premises, except for those areas licensed to the Licensee under Section 4(e) and subject to the Licensee’s obligations to maintain all concession equipment under Section 8(d)(ii) and to maintain and repair the Licensee’s licensed areas under Section 8(b)(iii), and

(ii) at the Licensor’s expense, all police, ticket takers, gate security and ushers as may be required before, during and after the football games of the Licensee including any inter-squad game and any other Licensee functions in the Premises approved by the Director.

(b) Advertising Rights

During the term of this Agreement the Licensee shall have all rights to advertise within the Stadium during the Licensee’s scheduled CFL football games in a form acceptable to the Director acting reasonably, in accordance with the City of Hamilton’s Advertising Policy, including advertising on the electronic scoreboard and the former scoreboard structure in the east end, and shall be entitled to any income arising from the sale or licensing of such advertising rights. Notwithstanding the foregoing, the Licensor may itself or may allow other parties or operators to erect or post advertising signs, displays or banners, including advertising on the electronic scoreboard, on a temporary basis, in and at the Premises at any games, events and functions other than the Licensee’s scheduled CFL football games. Notwithstanding any other provision in this agreement, the Licensee shall have no right to re-name or alter the name of the Stadium.

(c) Preparation For Games

Prior to the playing of the Licensee’s football games the Licensor shall, at its own expense, prepare the playing field in accordance with CFL standards and shall prepare the Stadium for games in the manner described in Schedule “B” hereto.

(d) Exclusive Use

The Licensor shall not permit any other professional football team to use the Stadium for competitive games, without the Licensee’s consent. For further clarity, this shall not exclude the use of the Stadium by other such teams for practices and exhibitions. The Licensee shall have scheduling priority for exhibition, regular season and play-off games over all other users of the Ivor Wynne Stadium provided, however, that the Licensee shall use its best efforts to notify the Licensor in writing of the dates and times at least sixty (60) days prior to the intended date for each such games and shall undertake to notify the Licensor as soon as possible after it receives the CFL’s game schedule.
(e) **Practices**

The Licensor agrees to make the Stadium available for football practices or, where the Ivor Wynne Stadium is unavailable for use as a practice field as determined by the Director, the adjacent Brian Timmis Stadium at time to be agreed upon between the Licensee and the Director.

(f) **Public Address System**

The Licensor shall provide a satisfactory public address system at the Stadium for the use of the Licensee during the games.

(g) **Scoreboard**

Subject to the Licensee’s obligations under this agreement, the Licensor shall provide an electronic scoreboard for the use of the Licensee during the games.

(h) **Licensor Equipment In Concessions**

The Licensor shall allow the Licensee to use the concession equipment owned by the Licensor and listed in Schedule “C” hereto provided that the Licensor assumes no responsibility for the condition, fitness or state of repair of such concession equipment and the Licensee shall protect and maintain same.

(i) **Ticket Prices**

The Licensor acknowledges that the Licensee shall have the right to establish ticket, general admission and program prices for the football games played by the Licensee. The Licensee agrees to annually notify the Director and provide a schedule of all ticket prices including season tickets.

(j) **Radio and Television**

The Licensor acknowledges that the Licensee shall have the right to originate radio and television broadcasts of any of its CFL football games held in the Stadium.

22. **Default**

(a) Without limiting any other term of this agreement, the Licensee shall be in default under this Agreement if:

(i) the Licensee does not pay to the Licensor any payment required hereunder when due,

(ii) the Licensee fails to maintain the insurance coverage as required under this agreement,
Appendix B to Item 7 of E&CS Report 10-009
Page 22 of 42

(iii) the Licensee, in any one football season, plays more than 10% of its league and playoff games, which would normally be scheduled as home games, in any location other than the Stadium,

(iv) the Canadian Football League shall make an assignment for the benefit of its creditors or have a receiving order made against it or become bankrupt or insolvent or if any action shall be taken to wind up, dissolve or liquidate the Canadian Football League, or

(v) if the Licensee operates other than as a member of the Canadian Football League,

Upon the happening of any event of default and without limiting any other right or remedy of the Licensor hereunder, the Licensor may enter the Premises and all other areas licensed to the Licensee hereunder and seize any or all of the property of the Licensee for arrears of amounts owing by the Licensee to the Licensor, or may enter any other place to which same has been removed, whether in the Premises or otherwise, and may sell any or all such property at any time or times on any terms and conditions and apply the proceeds thereof to such arrears. The Licensee shall remain liable to the Licensor for any deficiency following any such sale or sales.

(b) Bankruptcy, Insolvency, etc. of Licensee

Notwithstanding anything in this Agreement contained, if any of the goods, chattels or effects of the Licensee shall at any time during the Term be seized or taken in execution of attachment or if a writ of execution shall be issued against the goods, chattels or effects of the Licensee, or if the Licensee shall make any assignment for the benefit of creditors, or if the Licensee shall be adjudged bankrupt, commit any act of bankruptcy or make any proposal under or take advantage of any of the provisions of any act or statute whatsoever that may be in force regarding bankrupt or insolvent debtors or debtors who are not able to or do not pay their debts promptly and in full, or if a receiving order or winding up order shall be made against or in respect of the Licensee, or in case any winding up proceedings are taken by, against or in respect of the Licensee, or a receiver manager is appointed to control the Licensee’s operation or in case the Premises become vacant or unoccupied or be used by any person other than those entitled to use them under the terms of this Agreement, or in case the Premises shall be used for any other purpose than that herein set out, or in case the Premises or any part thereof shall be used in any way which shall be contrary to any covenant of the Licensee herein set out, or in case the Licensee shall attempt to or shall abandon or desert the Premises, or in case the Licensee shall commit a breach of any covenant or agreement whatsoever set out in this Agreement and on its part to be performed (which is not remedied within five (5) Working Days after notice thereof to the Licensee), then and in every such event, the Licensor, its servants or agents, shall have the immediate right to re-enter and thereafter to have, possess and enjoy in full ownership the Premises and all improvements therein including the improvements of the Licensee or any sub-
licensee; the Licensor may, at its option, compel the Licensee to remove from the Premises, any improvements and any goods, chattels, materials, effects or things all at the risk of and expense of the Licensee.

(c) Breach/Failure to Perform

Without restricting any other right of the Licensor provided in this agreement or by law, in the event that the Licensee shall breach or default in any of the terms, covenants and/or conditions of this Agreement, fail to perform any of its covenants, responsibilities or obligations under or in this Agreement or fail to perform any provision of this Agreement, the Licensor may, in its sole and unfettered discretion,

(i) five (5) Working Days after the issuance of a written notice to that effect from the Licensor to the Licensee, unless breach or default is of an emergency nature, undertake to do anything that will remedy the default and may, without foregoing any other remedies, perform the work and the Licensee shall be required to pay to the Licensor all reasonable costs, expenses and expenditures of the Licensor to perform such work forthwith upon written demand by the Licensor, and the Licensor shall have no liability to the Licensee for any loss or damage whatsoever resulting from such action by the Licensor; or

(ii) in the event that emergency work is necessitated as a result of the breach, default or failure to perform of the Licensee, such work may be undertaken immediately, without notice, by the Licensor and all reasonable costs, expenses and expenditures of the Licensor of such emergency work shall be borne by the Licensee and payable forthwith upon written demand by the Licensor, and the Licensor shall have no liability to the Licensee for any loss or damage whatsoever resulting from such action by the Licensor; or

(iii) the Licensor may give notice of such breach, default or failure to perform to the Licensee in writing to the effect that unless the Licensee rectifies such breach within ten (10) days of the deemed receipt of such notice, the Licensor may, at its option, terminate this Agreement forthwith;

in either case without prejudice to any other right or remedy the Licensor may have under this Agreement or provided by law. All costs, expenses and expenditures of the Licensor herein shall be deemed an additional charge due to the Licensor and shall be paid by the Licensee upon demand and, if not so paid, shall bear interest in accordance with Section 6 from the date of demand.

23. Termination, Expiration or Lapse

Upon termination, expiration, lapse or other manner in which this Agreement may cease to be in force:
(a) the Licensee shall immediately cease activities and operations at the Premises and make whatever arrangements are necessary to leave the premises in a clean, tidy and safe condition free from any hazards and in good repair; subject to Section 12, the Licensee shall remove, at the Licensee’s expense, all equipment, chattels, fixtures, erections or improvements placed or made by the Licensee on the Premises or supplies and materials deposited on the Premises by the Licensee, and shall repair any damage and restore the Premises to the satisfaction of the Licensor, and upon failure to do so within ten (10) days of termination, expiration or lapse as aforesaid, the Licensor may remove all or any of the said all equipment, chattels, fixtures, erections or improvement of the Licensee or supplies and materials so deposited by it and restore the Premises to their former condition and shall be entitled to recover all costs and expenses arising from and related to same from the Licensee and in no event shall the Licensor be required to pay compensation to the Licensee in respect of any such equipment, chattels, fixtures, erections or improvements, supplies or materials or return same to the Licensee; and

(b) the Licensee shall immediately pay to the Licensor all payments owing under this Agreement; and

(c) the Licensor shall immediately be free to enter into an agreement similar to this Agreement with any other party.

24. **Destruction of Premises**

In the event that the Premises have been severely damaged and are wholly unfit for use by the Licensee for football games scheduled in the Stadium by the Canadian Football League, the Licensee shall have the right to play such games at another stadium until such damage has been repaired, in which event all such subsequent home games shall be played at the Stadium. The Licensor shall not be obligated to compensate the Licensee, in any manner whatsoever, in the event of any such destruction of the Premises.

25. **Termination if CFL Disbanded**

If the Canadian Football League is disbanded or becomes defunct to the effect that the Licensee’s team is no longer able to play professional competitive football against other teams in the Canadian Football League, then either the Licensor may upon fifteen (15) days’ advance notice to the other terminate this Agreement and the Agreement shall terminate fifteen (15) days from the date such notice is received by the Licensee or the Licensor, as the case may be, or such later date as may be specified in the notice. In such event, the Licensee shall vacate the Premises and payments from the time of termination shall be apportioned. The remedies of this Section shall not apply if the Canadian Football League changes the League name without a substantial change in the League’s constitution and if the Licensee remains in the renamed League and continues to play football games at the Stadium.
26. **Access By Licensor At All Times**

Authorized agents of the Director or the Licensor shall be given access to the Premises and all the areas described in Schedule “A” at all times for overseeing Stadium operations and inspection and in order for the Licensor to carry out its obligations under this Agreement.

27. **No Waiver**

No acceptance of the Licence Fee subsequent to any breach or default, other than non-payment of Licence Fee, shall be taken to operate as a waiver or condoning of any term, condition or covenant of this Agreement nor in any way to defeat or affect the rights of the Licensor hereunder. The Licensor’s rights under this Agreement shall not in any manner be prejudiced even if the Licensor has overlooked or condoned any non-compliance, breach or default with the terms, covenants and conditions of this Agreement by the Licensee nor shall the Licensor’s rights in any way be limited or restricted by any other right or privilege that the Licensor may have under this Agreement or provided by law. Upon default by the Licensee under any term, covenant or condition of this Agreement, and at any time after the default, the Licensor shall have all rights and remedies provided by law and by this Agreement. No delay or omission by the Licensor in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy and no single or partial exercise of right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy. Furthermore, the Licensor may remedy any default by the Licensee in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Licensee. The failure of the Licensor to insist upon strict performance of any of the covenants, terms or conditions of this Agreement, in any one or more instances, shall not be construed as a waiver of its right to insist on compliance with same or any other covenant, term or condition at any time. All rights and remedies of the Licensor granted or recognized in this Agreement are cumulative and may be exercised at any time from time to time independently or in combination.

28. **Obligations of Licensee Continue**

Upon the termination, expiration or lapse of this Agreement for whatever reason, the obligations of the Licensee remaining unperformed or unsatisfied, including all of the indemnities given in this agreement, shall nevertheless continue and be binding on the Licensee.

29. **Notices**

All notices, or any other thing to be given or delivered pursuant to this Agreement, unless otherwise specified, shall be given in writing and delivered personally, transmitted by facsimile or by prepaid registered mail, and addressed:
(a) to the Licensor at:

City of Hamilton  
Community Services Department, Culture & Recreation Division  
77 James Street North, Suite 400  
Hamilton, ON  L8R 2K3  
Attention: Director of Recreation  
Fax: 905.540.5511

with a copy to:

City of Hamilton, City Hall  
71 Main Street West  
Hamilton ON  L8P 4Y5  
Attention: City Clerk  
Fax: 905.546.2095

(b) to the Licensee at:

c/o Weiler & Company, 3-512 Woolwich Street  
Guelph, Ontario  N1H 3X7  
Attention: Fred Neil

Or such other address as the Licensee or Licensor may, from time to time, advise each other by notice in writing. All notices delivered by facsimile shall be deemed received upon mechanical confirmation of transmittal. All notices mailed hereunder shall be deemed to have been given and received by the addressee seventy-two (72) hours following mailing. In the event of actual or threatened postal interruption, all notices shall be delivered personally or by facsimile.

30. **No Assignment, Transfer or Encumbrance**

Unless otherwise provided in this agreement, the Licensee shall not assign, transfer or encumber, in any manner or part, this Agreement or any right or obligation thereunder without the prior written consent of the Licensor. Such consent may be arbitrarily or unreasonably withheld by the Licensor notwithstanding any statutory provision to the contrary. Any attempt to assign, transfer or encumber any of the rights, duties or obligations of this Agreement without such consent of the Licensor is void. The Licensee shall not sub-licence the Premises or any part thereof nor part with or share possession of the Premises with a third party or undergo a change in effective voting control, if the Licensee is a corporation, without the prior written consent of the Licensor which may be unreasonably or arbitrarily withheld notwithstanding any statutory provision to the contrary.
31. **Key Man**

The Licensee acknowledges that the Licensor has entered into this Agreement on the basis that Robert Young is the controlling owner of the Licensee and that the Licensor would not have entered into this Agreement if Robert Young did not have a material, controlling and significant interest in the Licensee. In the event that Robert Young ceases, for any reason, to hold a material, controlling and significant interest in the Licensee, the Licensor shall be entitled to terminate this agreement on thirty (30) days’ notice to the Licensee.

32. **Binding on Permitted Successors, Assigns**

This Agreement and all terms, covenants, conditions, provisions and Licence Fee herein reserved shall be binding upon and shall enure to the benefit of the Licensor and Licensee and their respective successors and permitted assigns.

33. **Licensor’s Right of Set-Off**

The Licensor shall have the right to satisfy any amount from time to time owing by it to the Licensee by way of a set-off against any amount from time to time owing by the Licensee to the Licensor, including but not limited to any amount owing to the Licensor pursuant to the Licensee’s indemnification of the Licensor in this Agreement.

34. **No Registration**

The Licensee will not register this Agreement or notice thereof against title to the subject premises.

35. **Non-Performance By Reason Of Force Majeure**

Neither the Licensor nor the Licensee shall be obligated to perform any term or condition of this Licence Agreement is such performance is prevented:

(a) by fire, earthquake, flood, act of God (subject to the provisions of Section 19 hereof), strikes, lockouts or other labour disputes, terrorist action, riots or civil commotions or by reason of any other matter or condition beyond the control of either party; or,

(b) by any law, by-law, regulation or order of any public, including municipal, or military authority either prohibiting the exhibition of football, use of the Stadium, any part of the Premises or limiting and restricting travel by public conveyance (including train, airplane or bus) to such an extent as to prevent the Licensee (exercising due diligence) from substantially complying with its football game schedule; Provided however, the Licensor, as a municipality, shall not enact a by-law in bad faith or for the purpose of enabling it to avoid its obligations under this Agreement.
(c) Hereinafter collectively called “Force Majeure Causes” provided that:

(i) subject to the provisions of Section 24, under no circumstances shall this Agreement terminate by reason of the occurrence of any of the Force Majeure Causes;

(ii) for any period of this Agreement that the Licensee is prevented by reason by any Force Majeure Causes because of the condition of the Stadium from playing football games; in the Stadium, the Licensee may, save and except where the condition of the Stadium is caused by the act or omission, breach or default of the Licensee, play their football games elsewhere without payment of consideration under this Agreement and such shall not be deemed a breach of this Agreement;

(iii) the Licensor shall have, and hereby reserves, the right to use the Premises for any purpose during any period that the Licensee is prevented by any of the Force Majeure Causes from playing football games in the Stadium. All revenue received by the Licensor during any such period shall be retained by the Licensor and the Licensee shall not be entitled to any part thereof.

36. Authority Not Fettered

Except where such exercise is made by the City in bad faith or for the purpose of enabling it to avoid its obligations hereunder, nothing herein contained derogates or limits the authority of the Licensor in its capacity as a municipality, from exercising its rights under municipality by-laws, the Municipal Act, 2001, S.O. 2001, c. 25, the Planning Act, R.S.O. 1990, c. P.13, the Building Code Act, 1992, S.O. 1992, c. 23, or any other legislation.

37. Counterparts and Facsimile Delivery

This Agreement may be executed in two or more counterparts, and every party executing a counterpart shall be deemed to be a party to this Agreement to the same extent as if the signatures of all parties were set out on the same copy of the Agreement. This Agreement maybe delivered by facsimile transmission.

38. Entire Agreement, No Other Representation, etc.

This Agreement contains the entire agreement between the parties hereto with respect to the subject matters hereof. It is agreed that there is no verbal or written statements, representations, warranties, covenants, collateral agreements or conditions affecting this Agreement except as expressed in it. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.
39. **Severability**

If any provision of this Agreement or parts thereof or the application thereof to any person or circumstances shall be found by any Court to any extent to be invalid or unenforceable or to be void or illegal, such provision or provisions or parts thereof shall be deemed severable and all other provision or provisions or parts of this agreement shall be deemed to be separated and independent therefrom and continue in full force and effect unless and until similarly found void and/or illegal. The remainder of this Agreement and its application to any person or circumstances shall not be affected thereby; and the parties hereto will negotiate in good faith to amend this Agreement to implement the intentions set forth herein. Each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**IN WITNESS WHEREOF** the parties hereto have hereunto affixed their corporate seals attested to by the hands of their respective proper signing officers in that behalf duly authorized.

**HAMILTON TIGER-CATS FOOTBALL CLUB (2007) CORP.**
Signed for and on behalf of Hamilton Tiger-Cats Football Club (2007) Corp as Licensee by:

Signed _______________________________ Signed _______________________________
Name: _______________________________ Name: _______________________________
Title: _______________________________ Title: _______________________________

Date______________________________ Date______________________________

“I have the authority to bind the Corporation” “I have the authority to bind the Corporation”

**CITY OF HAMILTON**
Signed for and on behalf of the City of Hamilton as Licensor by:

Signed _______________________________ Signed _______________________________
Name: Fred Eisenberger Name: Rose Caterini
Title: Mayor Title: City Clerk

Date______________________________ Date______________________________

Authorized by Report No. 10-0XX, Item X.X of the Emergency and Community Services Committee adopted by the Council of the City of Hamilton on the XXth day of XXX, 2010.

File Number: 29
LIST OF SCHEDULES TO THIS AGREEMENT

SCHEDULE “A” Diagram of premises licensed to the Licensee

SCHEDULE “B” Field Preparation Standards

SCHEDULE “C” List of Licensor owned Concession Equipment

SCHEDULE “D” Car parking areas
SCHEDULE “A”

1. A copy of a plan titled “Ivor Wynne Stadium – Layout”, copies of which plan have already been delivered to both parties.
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LEGEND
A - OFFICE AREAS / STORAGE
    CHANGE ROOMS / ADMINISTRATION
    STORAGE
B - CONcessions
C - GAME DAY ROOMS

SCHEDULE
Rooms Occupied by Hamilton Tiger Cats
SCHEDULE “B” - PREPARATION FOR GAMES

1. PRIOR TO SCHEDULED GAMES:
   (i) place “No Parking” signs and paddles along streets immediately adjacent to Stadium (Cannon, Balsam, Beechwood, Melrose) and install barricades preventing public vehicular access in such areas;
   (ii) provided access for television cameras and crews at times to be mutually agreed upon;
   (iii) erect restricted parking signs and chains in Scott Park Arena lot, provide control for restricted parking of vehicles;
   (iv) clean and prepare visiting team dressing rooms – 24 hours before game time;
   (v) clean and prepare visiting games official’s room for use on day of schedule games;
   (vi) place, at public entrances to Ivor Wynne Stadium, ticket boxes and turnstiles; same to be removed at half-time of game;
   (vii) erect net in East end zone for “passed Balls”;
   (viii) erect Canadian and team flags (to be supplied by Licensee) above stands;
   (ix) assure cleanliness of Ivor Wynne Stadium and streets immediately surrounding Stadium, and provide empty garbage containers for use by patrons;
   (x) open all public entry gates at times designated by the Licensee.

2. DURING GAME:
   (i) provide facilities in Brian Timmis Stadium for use by Police;
   (ii) provide use of all dressing rooms in Brian Stadium for use by employees associated with game;
   (iii) provide certified electrician on premises to effect any emergency repairs required relative to the Stadium;
   (iv) provide four (4) staff available for emergency repairs and maintenance, i.e. fencing washrooms.

3. FOLLOWING GAME:
   (i) clean Stadium and street areas surrounded by Stadium;
(ii) remove all ticket boxes;

(iii) lock up Stadium and facilities.
### SCHEDULE “C” – LIST OF LICENSOR OWNED CONCESSION EQUIPMENT

**Ivor Wynne Stadium**

2003 Equipment Inventory: City of Hamilton Equipment

Originally Called: “Concession booth - South Hawkers – North Hawkers”

Now broken down into two areas, “North Hawkers” & South Hawkers

<table>
<thead>
<tr>
<th>North Hawkers &amp; North Storage Room</th>
<th>South Hawkers &amp; South Stock Room</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 8’ x 8’ Walk in Freezer</td>
<td>9 Balasts (light fixtures)</td>
</tr>
<tr>
<td>1 10’ x 8’ Walk in Freezer</td>
<td>1 Four Drawer Warmer</td>
</tr>
<tr>
<td>1 4’ x 8’ Walk in Cooler</td>
<td>1 Counter (24’ long . 3’ tall)</td>
</tr>
<tr>
<td>1 Large Wooden Storage Shelving Unit (approx. 15’ long x 8’ tall)</td>
<td>1 Three Compartment Sink with double faucet</td>
</tr>
<tr>
<td>8 Garland double burner hot plate</td>
<td>1 Walk in Freezer 5’ wide x 6.5’ deep x 7’ tall</td>
</tr>
<tr>
<td>1 Ice Cream Freezer</td>
<td>1 Walk in Freezer 6.5’ wide x 6.5’ deep x 7’ tall</td>
</tr>
<tr>
<td>2 Ceiling Mounted Heaters</td>
<td>1 Wooden Shelving Unit (2 shelf) 10’ wide x 4’ deep 10’ tall</td>
</tr>
<tr>
<td>1 Hot Water Tank</td>
<td>1 Wooden Shelving Unit (2 shelf) 12’ wide x 3’ deep x 10’ tall</td>
</tr>
<tr>
<td>1 Two Compartment Sink with single faucet</td>
<td>1 Stainless Steel utility counter and shelving unit (14’ long x 3.5’ deep x 3’ high)</td>
</tr>
<tr>
<td>1 Wooden Shelving unit (approx. 12’ wide x 7’ high)</td>
<td>1 Hot Water Tank</td>
</tr>
<tr>
<td>22 Balasts (light fixtures)</td>
<td>1 Three Compartment Sink with double faucet</td>
</tr>
<tr>
<td>2 Two Compartment sink (not connected to plumbing)</td>
<td>1 Fire Suppression System</td>
</tr>
<tr>
<td>1 Walk in Cooler (built into wall) approx. 28’ x 10’</td>
<td>1 Exhaust Canopy</td>
</tr>
<tr>
<td>1 Wooden Shelving Unit approx. 7’ wide x 8’ tall x 3’ deep</td>
<td>1 Counter Unit with Stainless Steel Top originally was a laminate top</td>
</tr>
<tr>
<td>1 Wooden Shelving Unit approx. 8’ long x 8’ tall x 1.5 deep</td>
<td>7 Balasts (light fixtures)</td>
</tr>
<tr>
<td>1 Ceiling Mounted Wooden Shelf approx. 24’ long</td>
<td>1 Outside Sign</td>
</tr>
<tr>
<td>1 Menu Board</td>
<td>1 Small Outside Sign</td>
</tr>
</tbody>
</table>

**Originally Called:** “Booth No. 1”

**Now Called:** Pizza Pizza
<table>
<thead>
<tr>
<th>Originally Called: <strong>Booth No. 2</strong></th>
<th>Now Called: <strong>&quot;Booth No. 3&quot;</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Laminated Counter unit</td>
</tr>
<tr>
<td>1</td>
<td>Four Drawer Warmer</td>
</tr>
<tr>
<td>2</td>
<td>Garland Frymaster Fryers</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust Canopy</td>
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<tr>
<td>1</td>
<td>Fire Suppression System</td>
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<tr>
<td>1</td>
<td>Ice Cream Freezer</td>
</tr>
<tr>
<td>1</td>
<td>Menu Board</td>
</tr>
<tr>
<td>7</td>
<td>Balasts (light fixtures)</td>
</tr>
<tr>
<td>1</td>
<td>Three Compartment Sink with double faucet</td>
</tr>
<tr>
<td>1</td>
<td>Ceiling Mounted Heater</td>
</tr>
<tr>
<td>1</td>
<td>Outside Sign</td>
</tr>
<tr>
<td>1</td>
<td>Water Heater</td>
</tr>
<tr>
<td>2</td>
<td>Counter Top Food Warmers (7 bulb)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Originally Called: <strong>&quot;Booth No. 3&quot;</strong></th>
<th>Now Called: <strong>Booth No. 3</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>7</td>
<td>Balasts (light fixtures)</td>
</tr>
<tr>
<td>1</td>
<td>Two Compartment sink With single faucet</td>
</tr>
<tr>
<td>1</td>
<td>Outside Sign</td>
</tr>
<tr>
<td>1</td>
<td>Four Drawer Food Warmer</td>
</tr>
<tr>
<td>1</td>
<td>Laminated Counter unit</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust Canopy</td>
</tr>
<tr>
<td>1</td>
<td>Now located in B.T. under bleachers</td>
</tr>
<tr>
<td>1</td>
<td>Water heater</td>
</tr>
<tr>
<td>1</td>
<td>Stainless Steel 6&quot; table</td>
</tr>
<tr>
<td>1</td>
<td>Wooden Shelving Unit Approx. 4' long x 1&quot; deep</td>
</tr>
<tr>
<td>1</td>
<td>Ice Cream Freezer</td>
</tr>
<tr>
<td>2</td>
<td>Counter Top Food Warmers (8 bulb)</td>
</tr>
</tbody>
</table>

<table>
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<th>Originally Called: <strong>&quot;Booth No. 4&quot;</strong></th>
<th>Now Called: <strong>&quot;Booth No. 4&quot;</strong></th>
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</thead>
<tbody>
<tr>
<td>6</td>
<td>Balasts (light fixtures)</td>
</tr>
<tr>
<td>1</td>
<td>Ceiling Mounted Heater</td>
</tr>
<tr>
<td>1</td>
<td>Menu Board</td>
</tr>
<tr>
<td>1</td>
<td>Outside Sign</td>
</tr>
<tr>
<td>1</td>
<td>Small Outside Sign</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust Canopy</td>
</tr>
<tr>
<td>1</td>
<td>Fire suppression System</td>
</tr>
<tr>
<td>1</td>
<td>Ice Cream Freezer</td>
</tr>
<tr>
<td>1</td>
<td>Four Drawer Warmer</td>
</tr>
<tr>
<td>2</td>
<td>Garland Frymaster Fryers</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Originally Called: <strong>&quot;Booth No. 5&quot;</strong></th>
<th>Now Called: <strong>&quot;Booth No. 5&quot;</strong></th>
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<tbody>
<tr>
<td>6</td>
<td>Balasts (light fixtures)</td>
</tr>
<tr>
<td>1</td>
<td>Ceiling Mounted Heater</td>
</tr>
<tr>
<td>1</td>
<td>Outside Sign</td>
</tr>
<tr>
<td>1</td>
<td>Ice Cream freezer</td>
</tr>
<tr>
<td>1</td>
<td>Fire Suppression System</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust Canopy</td>
</tr>
<tr>
<td>1</td>
<td>Laminated Counter Unit</td>
</tr>
<tr>
<td>1</td>
<td>3' Stainless Steel Table</td>
</tr>
<tr>
<td>2</td>
<td>Garland Frymaster Fryers</td>
</tr>
<tr>
<td>2</td>
<td>Counter top Food Warmers (6 bulb)</td>
</tr>
<tr>
<td>Item</td>
<td>Description</td>
</tr>
<tr>
<td>------</td>
<td>-------------</td>
</tr>
<tr>
<td>1</td>
<td>5' Stainless Steel table</td>
</tr>
<tr>
<td>1</td>
<td>Laminated Counter unit</td>
</tr>
<tr>
<td>1</td>
<td>8' Stainless Steel Table</td>
</tr>
<tr>
<td>2</td>
<td>Counter Top Food Warmers (8 bulb)</td>
</tr>
<tr>
<td>6</td>
<td>Balasts (light fixtures)</td>
</tr>
<tr>
<td>1</td>
<td>Three Compartment Sink with double faucets</td>
</tr>
<tr>
<td>2</td>
<td>Menu Boards</td>
</tr>
<tr>
<td>1</td>
<td>Outside Sign</td>
</tr>
<tr>
<td>1</td>
<td>Small Outside Sign</td>
</tr>
<tr>
<td>1</td>
<td>Fire suppression system</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust Canopy</td>
</tr>
<tr>
<td>1</td>
<td>Ice Cream Freezer</td>
</tr>
<tr>
<td>1</td>
<td>Laminated Counter Unit</td>
</tr>
<tr>
<td>1</td>
<td>Hot Water Tank</td>
</tr>
<tr>
<td>2</td>
<td>Counter Top Food Warmers (6 bulb)</td>
</tr>
<tr>
<td>1</td>
<td>Four Drawer Food Warmer</td>
</tr>
<tr>
<td>4</td>
<td>Garland Frymaster Fryers</td>
</tr>
<tr>
<td>1</td>
<td>Double level wooden shelving unit, 2’ x 2’</td>
</tr>
<tr>
<td>1</td>
<td>Stainless Steel table 2.5’ x 2.5’</td>
</tr>
</tbody>
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**Originally Called: “Booth No. 12”**  
**Now Called: “Booth No. 6”**

<table>
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<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Single Shelving Unit (7’ long)</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust Canopy</td>
</tr>
<tr>
<td>1</td>
<td>Fire Suppression System</td>
</tr>
<tr>
<td>2</td>
<td>Laminated Counter Units</td>
</tr>
<tr>
<td>1</td>
<td>Garland Frymaster Fryer</td>
</tr>
<tr>
<td>1</td>
<td>Garland Double Burner Hot Plate</td>
</tr>
<tr>
<td>1</td>
<td>Counter Top Warmer</td>
</tr>
<tr>
<td>6</td>
<td>Balasts (light fixtures)</td>
</tr>
</tbody>
</table>

**Brian Timmis Kitchen**  
**Not on original listing**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Three Compartment Sink with double faucets</td>
</tr>
<tr>
<td>1</td>
<td>Laminated Counter Unit (large)</td>
</tr>
<tr>
<td>2</td>
<td>Laminated Counter Unit (small)</td>
</tr>
<tr>
<td>1</td>
<td>Wooden shelving enclosed unit approx. 4’ wide x 2’ deep 2 6’ tall</td>
</tr>
</tbody>
</table>

**Originally Called: “Booth No. 8”**  
**Now Called: “Booth No. 8”**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Three Compartment sink with double faucet</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust Canopy</td>
</tr>
<tr>
<td>1</td>
<td>Fire Suppression System</td>
</tr>
<tr>
<td>1</td>
<td>Laminated Counter Unit (large)</td>
</tr>
</tbody>
</table>

**Originally Called: “Booth No. 9”**  
**Now Called: “Booth No. 9”**

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Laminated Counter Unit (large)</td>
</tr>
<tr>
<td>Quantity</td>
<td>Description</td>
</tr>
<tr>
<td>----------</td>
<td>-------------------------------------------------------</td>
</tr>
<tr>
<td>2</td>
<td>Laminated Counter Unit (small)</td>
</tr>
<tr>
<td>3</td>
<td>Ceiling Mounted Heaters</td>
</tr>
<tr>
<td>1</td>
<td>Fire Suppression system</td>
</tr>
<tr>
<td>2</td>
<td>Counter Top Food Warmers (6 bulb)</td>
</tr>
<tr>
<td>1</td>
<td>Four Drawer Food Warmer</td>
</tr>
<tr>
<td>3</td>
<td>Menu Boards</td>
</tr>
<tr>
<td>3</td>
<td>Master Jet Fryers</td>
</tr>
<tr>
<td>1</td>
<td>Stainless Steel table 3 drawer</td>
</tr>
<tr>
<td>2</td>
<td>Stainless Steel 5’ tables</td>
</tr>
<tr>
<td>1</td>
<td>Ice Cream Freezer</td>
</tr>
<tr>
<td>3</td>
<td>Counter Top Food Warmers (4 bulb)</td>
</tr>
<tr>
<td>4</td>
<td>Menu Boards</td>
</tr>
</tbody>
</table>

Originally Called: “Booth No. 10”
Now Called: “Booth No. 11”

<table>
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<th>Quantity</th>
<th>Description</th>
<th>Quantity</th>
<th>Description</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Laminated Counter Unit</td>
<td>1</td>
<td>Three Compartment sink with double faucets</td>
</tr>
<tr>
<td>2</td>
<td>Small Laminated Counters Unit</td>
<td>1</td>
<td>Exhaust Canopy</td>
</tr>
<tr>
<td>1</td>
<td>Outside Sign</td>
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<td>Fire Suppression system</td>
</tr>
<tr>
<td>2</td>
<td>Small Outside Sign</td>
<td>1</td>
<td>Laminate Counter Unit</td>
</tr>
<tr>
<td>1</td>
<td>Fire Suppression System</td>
<td>2</td>
<td>Small Laminated Counter Unit</td>
</tr>
<tr>
<td>1</td>
<td>Exhaust Canopy</td>
<td>1</td>
<td>Stainless Steel table 3 drawer</td>
</tr>
<tr>
<td>1</td>
<td>Three Compartment sink with double faucet</td>
<td>2</td>
<td>Small Outside Sign</td>
</tr>
<tr>
<td>1</td>
<td>Walk in Cooler (6’x7’)</td>
<td>4</td>
<td>Menu Boards</td>
</tr>
<tr>
<td>2</td>
<td>Stainless Steel Table (5’ x 3’)</td>
<td>2</td>
<td>Ice Cream freezers</td>
</tr>
<tr>
<td>1</td>
<td>Stainless Steel Table (2’ x 2’)</td>
<td>1</td>
<td>Four Drawer Warmer</td>
</tr>
<tr>
<td>2</td>
<td>Counter Top Rood warmer (6 bulb)</td>
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<td>Stainless Steel Table (5’ x 3’)</td>
</tr>
<tr>
<td>4</td>
<td>Menu Boards</td>
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<td>Stainless Steel Table (2’ x 2’)</td>
</tr>
<tr>
<td></td>
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<td>9</td>
<td>Wooden Shelves (4’)</td>
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<td>Item</td>
<td>Quantity</td>
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</tr>
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<td>-------------------------------------------</td>
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</tr>
<tr>
<td>Ice Cream Freezer</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hot Water Tank</td>
<td>1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Garland Frymaster Fryers</td>
<td>4</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ceiling Mounted Heaters</td>
<td>2</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hot Water Tank</td>
<td>1</td>
<td></td>
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</tr>
<tr>
<td>Wood Storage Shelving Units</td>
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</tr>
<tr>
<td>Wood shelves (4)</td>
<td>6</td>
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<tr>
<td>1000 kg Hydraulic Lift (hoist)</td>
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</tr>
<tr>
<td>Balasts (light fixtures)</td>
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<tr>
<td>North Side Storage Room</td>
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<tr>
<td>2’ x 2’ Stainless Steel Tables</td>
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</tr>
<tr>
<td>Ceiling Mounted Heater</td>
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</tr>
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<td>Keg Scale</td>
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</tr>
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<td>Balasts (light fixtures)</td>
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</tr>
<tr>
<td>South Side Permanent Bar #9</td>
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</tr>
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<td>Balasts (light fixtures)</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Counter Top Unit</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>South Side Permanent Bar #10</td>
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</tr>
<tr>
<td>Counter Top Unit</td>
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<td>South Side Permanent Bar #13</td>
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<tr>
<td>Counter Top Unit</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>South Side Permanent Bar #11</td>
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<td>Counter Top Unit</td>
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</tr>
<tr>
<td>Counter Top Unit</td>
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</tr>
</tbody>
</table>
SCHEDULE "D" – CAR PARKING AREAS

Ivor Wynne Stadium Site Location showing parking areas.