



## Contract 3131P

### RINK BOARD ADVERTISING

#### 1. Introduction

The City is issuing this Request for Proposal to obtain Proposals from qualified Bidders to solicit, coordinate and manage advertising at its ice rink facilities as further defined herein. Bidders will be required to secure advertising as well as work with existing advertising agreements.

#### 2. Definitions

In this Request for Proposals the following terms shall have the following meanings:

- (a) **“Acceptable Advertising Locations”** means the Rinkboard Panels, ice surfaces and surrounding interior rink walls located within the Facilities. For clarity and greater certainty, Acceptable Advertising Locations shall not include (except with the City’s prior written consent): lobbies, change rooms, interior windows, washrooms, exteriors of the Facilities, employee clothing, referees rooms, Stanley’s Bar and Grill, the Rink Side Café, the Time Out Café, Cyclone Taylors, any ice maintenance equipment, interior murals, meeting rooms, way signage, entrances, wall mounted equipment, vending machines and enclosures, concessions and enclosures, food service areas or any locations that cover, obstruct or encroach upon user group wall murals;
- (b) **Advertisement Improvements”** means all materials required for the installation of the Advertisement Signs (including, without limiting the generality of the foregoing, all required Lexan);
- (c) **“Advertising Services”** means the sale of all advertising to be located in the Acceptable Advertising Locations and the creation, production and delivery of Advertisement Signs;
- (d) **“Advertising Signs”** means ready to install finished advertising rink board panels and wall board;
- (e) **“Arenas”** means the Richmond Ice Centre located at 14140 Triangle Road, Richmond, B.C. V6W 1B1 and Minoru Arenas located at 7551 Minoru Gate, Richmond, B.C. V6Y 1R8;
- (f) **“Bidder”** means the person, company or other legal entity which delivers a Proposal to the City as provided in this Request for Proposals;

- (g) **“City”** means the City of Richmond;
- (h) **“City Representative”** means the chief purchasing agent for the City or his designate from time to time;
- (i) **“Closing Date”** means 12:00 noon, local time, November 27, 2007;
- (j) **“Contract”** means the agreement which will be signed by the successful Bidder and the City in connection with the performance of the Services;
- (k) **“Proposal”** means the written document prepared by the Bidder in connection with the provision of the Services by the Bidder;
- (l) **“RACA”** means Richmond Arenas Community Association;
- (m) **“Services”** means to sell the rights to companies and other legal entities to advertise their products and/or services on two dimensional boards to be mounted only on the Rinkboard Panels, ice surfaces and surrounding interior rink walls located within the Arenas in accordance with the terms and conditions set out in this Request for Proposals and the Contract; and
- (n) **“Supplier Exclusivity Agreements”** means any supplier agreements or arrangements between the City and a supplier, or their agents, whereby the City has agreed to not purchase a competitor’s products or services from the same product or service category of the said supplier.

### 3. Submission Details

To submit a Proposal, a Bidder is required to deliver two copies of the Bidder’s Proposal marked **“RINK BOARD ADVERTISING Contract 3131P”** addressed to the Purchasing Section, City of Richmond, at the Information Counter, Main Floor, Richmond City Hall, 6911 No. 3 Road, Richmond BC V6Y 2C1, by **Tuesday, November 27, 2007, 12:00 noon local time.** The City shall return all Proposals received after this time to the senders provided that the senders have provided a return address. Submissions received after the Closing Date shall be returned to the sender.

All proposals shall remain irrevocable and open for acceptance by the City for ninety (90) days after the Closing Date.

All proposals shall remain confidential, subject to the City’s obligations under the *Freedom of Information and Protection of Privacy Act* (BC).

Bidders are solely responsible and without recourse to the City for their own expenses in preparing and submitting a Proposal and for otherwise participating in the Request for Proposals process.

All Bidders are required to provide the following information with their Proposals, and in the order that follows:

- A corporate profile of the Bidder outlining its history, philosophy and target market. Please provide address of sales office and provide a listing of key personnel and their contact information.
- A detailed listing of advertising experience.
- A detailed proposal of how the Bidder proposes to deliver the Services and identification of what will be delivered (including the expected outcome and benefits to the City and RACA).
- Provision of a priced methodology: Appendix A to be submitted with bid.
- A minimum of three (3) client references from projects of a similar size and scope.

Bidders may include their standard terms of engagement for consideration by the City and RACA.

#### **4. Reservations To City**

The City reserves the right to cancel this Request for Proposals for any reason without any liability to any Bidder and the right to waive irregularities in any Proposal at the City's own discretion. The City also reserves the right to not accept any of the submitted Proposals. The Proposal with the highest return to the City of Richmond will not automatically be chosen.

The City further reserves the right to make any interpretation of, additions to, deletions from, or any other corrections to this Request for Proposals. The City shall provide notice of these amendments by way of updating this Request for Proposals on the City's website. Bidders are responsible for checking the City's website to see if any amendments have been made at any time prior to the Closing Date. Even if the Bidders have already submitted a bid, the City may still post amendments on the City's website and the Bidders shall be responsible for complying with any such amendments.'

No communications or responses from the City in relation to the Request for Proposal may be relied upon by the Bidders unless and only to the extent confirmed in writing by an addendum to the Request for Proposal.

The City does not represent or warrant the accuracy or completeness of any information set out in this Request for Proposal. Bidders shall make independent assessments as they consider necessary to verify and confirm the accuracy and completeness of all such information.

#### **5. Withdrawal of Proposals**

Bidders may withdraw their Proposals by delivering a written notice of withdrawal to the City's Purchasing Section prior to the Closing Date.

## 6. Enquiries

For clarification of terms and conditions of the proposal process please contact:

Purchasing

Telephone: 604-276-4097

**Sumita Dosanjh**

Contracting Specialist

Purchasing Section

E-mail: [purchasing@richmond.ca](mailto:purchasing@richmond.ca)

City of Richmond

For clarification of technical matters please contact:

Technical

Telephone: 604-448-5352

**Will Kump**

Community Facilities Coordinator

E-mail: [wkump@richmond.ca](mailto:wkump@richmond.ca)

City of Richmond

The City, its agents and employees, shall not be responsible for any information given by way of verbal communication.

## 7. Project Background

The City owns or leases certain ice rink facilities in the City of Richmond. The City wishes to contract with an entity which will provide services in connection with the placement of advertising in certain areas of those facilities.

In 2005, Richmond Arenas hosted:

- 18 tournaments/special events on the ice
- 10 tournaments/special events on the dry floor

Participants include:

- hockey
- figure skating
- skating lessons
- ringette
- speed skating
- public skating
- lacrosse
- ball hockey
- rollerhockey
- adult recreation hockey leagues

## **8. Facility Overviews**

### **Richmond Ice Centre - 14140 Triangle Rd, Richmond, BC**

The Richmond Ice Centre is part of the Riverport Sports and Entertainment complex, just off of Highway 99 via ext 32, Steveston Highway east. The facility is part of Riverport which includes the Famous Players Movie Theatres, Watermania Swimming Pool, The Zone Bowling Alley, The Spaghetti Factory, Big River Brewing Pub, Go Bananas, The Basketball Centre (currently vacant), Lulu's Sweets Coffee Shop with a Subway combination and a 144 unit condo complex adjacent to the site. A future addition will include a Holiday Inn Express Hotel.

#### **Features:**

- Six regulation sized ice rinks (200' by 85') and offers year round ice with dry floor available in the spring and summer on two of the six rinks.
- Four dressing rooms per rink (24 in total)
- Two Meeting rooms
- Large lobby area
- Skate shop
- Elevator
- Free on-site parking
- Stanley's Bar & Grill (capacity 225)
- Rink Side - Concession Stand
- Cyclone Taylor Pro Shop

### **Minoru Arenas - 7551 Minoru Gate, Richmond, BC**

The Minoru Arenas is located in the heart of Richmond, just off the corner of Granville Street and Minoru Boulevard. The facility is part of Minoru Park, which includes the Richmond Cultural Centre, Richmond Public Library, Minoru Place Seniors Centre, Minoru Running Track and Minoru Aquatic Centre.

#### **Features:**

- Two regulation sized ice rinks (200' by 85') and offers ice in the fall and winter and dry floor in the spring and summer.
- Four dressing rooms per rink. (8 in total)
- One Meeting room
- Large lobby area
- Skate shop
- Elevator
- Free on-site parking
- Time -Out Concession Stand
- The Stadium Rink provides seating for up to 2,000 spectators
- Home of the Richmond Sockeyes Junior B Hockey Club

## **9. Project Goals**

The goal of the project is to obtain an outside firm to obtain advertising for certain areas in the City's ice rink facilities in order to provide revenue to the City.

## **10. Evaluation Criteria**

The City shall evaluate all Proposals received to determine the best value offered to the City. The City shall consider the following factors:

- the Bidder's understanding of the project objectives/outcomes and vision;
- Project Deliverables;
- Value;
- References;
- Interview (at the City's discretion); and
- such other factors as the City deem appropriate.

## **11. Conflict of Interest**

If Bidders, prior to or following submission of a proposal, discover any perceived, potential or actual conflicts of interest or any existing business relationships they may have with the City, the Bidder shall promptly disclose the conflict to the City in writing.

Bidders shall also, in their proposal, disclose perceived, potential and actual conflicts of interest, and any existing business relationships they may have with the City.

The City reserves the right to waive any and all perceived, potential or actual conflicts, whether arising out of existing business operations or otherwise.

## **12. Restrictions on Content of Advertisement Signs**

The successful Bidder shall be required to not solicit or accept advertising from individuals, companies or other organizations whose products or advertising are deemed, at the sole discretion of the City, to be in conflict with the accepted values of the local community. Without limiting the generality of the foregoing, the City will not permit any Advertisement Signs to contain references to tobacco or alcohol. Nor shall any Advertisement Signs be permitted which conflicts with any applicable City policies, the Canadian Code of Advertising Standards, or any federal, provincial, or municipal law, by-law, regulation or order.

The successful Bidder shall not be permitted to enter into any exclusivity contracts with any one advertiser (e.g. if advertise one brand of soft drink, may not prohibit advertising another brand of soft drink), except with the City's prior written approval.

The Company shall honour any Supplier Exclusivity Agreements and shall neither solicit nor accept advertising that, in the City's sole opinion, is deemed to be in conflict with any of the Supplier Exclusivity Agreements.

The City shall have the sole right to regulate Advertising Services and, if an advertisement is deemed, at the City's sole discretion to conflict with the provisions of section 3.5 of the Contract, the City shall have the right to immediately remove at the Company's expense the offending advertisement without the City giving the Company prior notice, written or otherwise.

The previous rink board advertising provider has a non competition clause attached to all existing rink advertising. The non competition clause prevents any new rink board advertising provider from entering into an agreement with existing advertisers for a period of two years after their contract expires with the existing rink board advertising provider. Bidders are therefore advised not to rely on, include or budget in a revenue stream from these existing advertisers when Bidders are creating their revenue forecast for this RFP. Schedule "B" attached hereto lists all existing advertisers along with the date that each of their contracts expire and the date that each of their non competition clauses expire.

### **13. Services**

The Services as defined are stated in general terms. The lack and/or omission of any detailed specifications do not minimize acceptable levels of service and only the best commercial practices are acceptable.

### **14. Obligations on Successful Bidder**

The successful Bidder shall solicit and obtain advertising (subject to the restrictions set out herein and in the Contract) and shall provide the City with the completed and ready to install Advertisement Signs.

The successful Bidder shall ensure that all Advertisement Signs meets applicable federal, provincial and City laws, codes, regulations and policies.

### **15. Installation, Removal, Maintenance and Repair of Advertisement Signs**

The City shall install and remove the Advertisement Signs as required.

The City shall inspect the Advertisement Signs regularly and advise the successful Bidder of any repairs or replacements required to the Advertisement Signs. The successful Bidder shall inspect the Advertisement Signs at least yearly throughout the Term and shall conduct any necessary repairs or replacements in a prompt fashion.

### **16. Advertisement Improvements**

The City shall clean, repair, replace and perform any other work and provide all materials necessary to keep the Advertisement Improvements in good condition and repair.

**17. Term**

The proposed term of the resulting agreement shall be for five (5) years.

The City would like the Services to be provided as soon as reasonably possible.

**18. Contract**

The successful Bidder shall enter into a contract for provision of the Services with the City based upon the information contained in this Request For Proposals and the successful Bidder's submission and any modifications thereto acceptable to the City. The proposed contract shall be in the form attached hereto as Schedule "C" subject to such amendments to which the successful Bidder and the City may agree.



**Schedule "A" - PROPONENT'S FINANCIAL PROPOSAL**

The Proponent will be required to guarantee a minimum annual fixed dollar amount and a percentage commission on Gross Advertising Sales above the guaranteed minimum amount.

CONTRACTOR'S SALES/REVENUE PROJECTIONS THIS PROJECT		PROJECTED MONETARY BENEFIT TO THE CITY	
	A	B	C
YEAR	PROJECTED GROSS ANNUAL SALES	PERCENT OF TOTAL ANNUAL GROSS SALES PAYABLE TO THE CITY	GUARANTEED ANNUAL MINIMUM COMMISSION PAYABLE TO THE CITY
1	\$	%	\$
2	\$	%	\$
<b>TOTALS:</b>	\$	%	\$

The minimum annual guaranteed commission amount is required to be provided to the City of Richmond in advance, by means of 12 equal cheques, post dated to the 1<sup>st</sup> day of each month. A semi-annually adjustment will take place on January 1<sup>st</sup> and July 1<sup>st</sup> of each year, if actual gross sales percentage exceeds guaranteed annual minimum commission.



**City of Richmond**  
 Finance & Corporate Services Division

**Notice of No Bid**

**Note:** Receipt of this completed form will assist us in calling for future bids. Please complete and submit this form prior to the closing date and time as shown on the Request for Quotation/Proposal/Tender form. Please remember to include Quotation/Proposal/Tender No. at right.

Quotation/Proposal/Tender  
**No.2859P**

**A Quotation/Proposal/Tender is not being submitted for the following reason(s):**

- |  |  |
|--|--|
| <input type="checkbox"/> We do not manufacture/supply the required goods/services  | <input type="checkbox"/> Cannot obtain raw materials/goods in time to meet delivery requirements |
| <input type="checkbox"/> We do not manufacture/supply to stated specifications     | <input type="checkbox"/> Cannot meet delivery requirements                                       |
| <input type="checkbox"/> Specifications are not sufficiently defined               | <input type="checkbox"/> Cannot quote/tender a firm price at this time                           |
| <input type="checkbox"/> Insufficient information to prepare quote/proposal/tender | <input type="checkbox"/> Insufficient time to prepare quote/tender.                              |
| <input type="checkbox"/> Quantity too small  | <input type="checkbox"/> We are unable to competitively quote/tender at this time.               |
| <input type="checkbox"/> Quantity too large  | <input type="checkbox"/> We do not have facilities to handle this requirement                    |
| <input type="checkbox"/> Quantity beyond our production capacity                   | <input type="checkbox"/> Licensing restrictions (please explain)                                 |
| <input type="checkbox"/> Cannot meet packaging requirements                        | <input type="checkbox"/> Agreements with distributors/dealers do not permit us to sell directly. |
| <input type="checkbox"/> Cannot handle due to present plant loading                | <input type="checkbox"/> Other reasons or additional comments (please explain below)             |

I / We wish to quote / tender on similar goods / services in future <input type="checkbox"/> Yes <input type="checkbox"/> No	Authorized Company Official – Signature and Title	Date
This space for City of Richmond Comments	Firm Name	
	Address	
	City	
	Province	Postal Code
	Telephone Number	
	(Empty space for additional information)	

**Schedule "B"**

**EXISTING ADVERTISING AND EXISTING ADVERTISING AGREEMENTS**

The advertising listed below constitute all the advertisers, suppliers or corporate sponsors that have an Existing Advertisement or Advertising Agreement within the Facilities as of the Commencement Date.

<b>Advertiser</b>	<b>End Date</b>	<b>Non-Comp Expiration Date</b>
BC Lotteries Corporation	9/30/2007	9/29/2009
Boston Pizza - Ironwood	12/31/2010	12/30/2012
Campbell & Pound Ltd.	9/30/2008	9/30/2010
Chev Safe & Fun	9/30/2005	9/30/2007
Chrysler Canada	10/31/2005	10/31/2007
Coast Capital Savings Credit Union	5/31/2008	5/31/2010
CTV Television Formerly BC-CTV	4/14/2008	4/14/2010
Flying Wedge Pizza Company	12/31/2006	12/30/2008
Hamburger Helper	8/31/2006	8/30/2008
HSBC Bank of Canada	7/31/2007	7/30/2009
Impulse Distribution Inc.	12/29/2006	12/28/2008
Key West Locksmiths Ltd.	1/14/2009	1/14/2011
Laara's Vaccums	12/31/2007	12/30/2009
NAPA Auto Parts	4/30/2006	4/29/2008
NAPA Auto Parts - AutoPro Signs	12/31/2005	12/31/2007
Nike	10/1/2007	9/30/2009
Re/Max - GVRD	1/14/2008	1/13/2010
Richmond Health Services	2/28/2006	2/28/2008
Tactical Photography	11/30/2007	11/29/2009
Wendy's Restaurants	7/31/2008	7/31/2010

**Schedule “C”  
COPY OF PROPOSED CONTRACT**

**\*see attached document**

**ADVERTISING AGREEMENT RELATING TO CITY OF RICHMOND ICE RINK FACILITIES**

**THIS AGREEMENT** made effective this \_\_\_\_ day of \_\_\_\_\_, 2007,

**BETWEEN:**

**CITY OF RICHMOND**

(the “City”)

**AND:**

\_\_\_\_\_  
a corporation having its offices at

(the “Company”)

**WHEREAS:**

- A. The City owns or leases certain ice rink facilities in the City of Richmond;
- B. The City wishes to contract with an entity which will provide services in connection with the placement of advertising in certain areas of those facilities; and
- C. The Company was selected by the City to provide those services and the parties have agreed that those services shall be provided on the terms and conditions set out in this Agreement.

**IN CONSIDERATION OF** one dollar and other good and valuable consideration now paid by each party to the other party hereto (the receipt and sufficiency of which is hereby agreed upon by each of the parties hereto), the parties hereto agree as follows:

**1. DEFINITIONS**

1.1 In this Agreement unless there is something in the subject matter or context inconsistent therewith:

- (a) **“Acceptable Advertising Locations”** means the Rinkboard Panels, ice surfaces and surrounding interior rink walls located within the Facilities. For clarity and greater certainty, Acceptable Advertising Locations shall not include (except with the City’s prior written consent): lobbies, change rooms, interior windows, washrooms, exteriors of the Facilities, employee clothing, referees rooms, Stanley’s Bar and Grill, the Rink Side Café, the Time Out Café, Cyclone Taylors, any ice maintenance equipment, interior murals, meeting rooms, way signage, entrances, wall mounted equipment, vending machines and enclosures, concessions and enclosures, food service areas or any locations that cover, obstruct or encroach upon user group wall murals;

(b) **“Administrator”** means the Coordinator of Arena Services for the City of Richmond or such other person as may be designated by the City from time to time;

- (c) **“Advertisement Improvements”** means all materials required for the installation of the Advertisement Signs (including, without limiting the generality of the foregoing, all required Lexan);
- (d) **“Advertisement Signs”** means finished and ready to install signage that is copy printed on a suitable plastic insert that is sized to fit various rink board dimensions;
- (e) **“Advertising Exclusivity Agreements”** means any advertising, or advertising or sponsorship agreements or arrangements in effect from time to time throughout the Term between the City and any entity, whereby it has been agreed that the entity’s competitor’s products or services from the same product or service category of the said advertiser, supplier or corporate sponsor shall not be advertised in any of the Acceptable Advertising Locations;
- (f) **“Advertising Services”** means the sale of all advertising to be located in the Acceptable Advertising Locations and the creation, production and delivery of Advertisement Signs;
- (g) **“Blackout Period”** means: the two weeks before and after the 2010 Winter Olympics as well as the period of the 2010 Winter Olympics themselves; any other period for up to and including fourteen (14) days for any other event designated by the City including, without limiting the generality of the foregoing: the Connaught Figure Skating Club’s Bi-Annual Carnival; any 2010 Olympics related matters; provincial, national or international competitions; movie productions; or any matters relating to speed skating practices and/or speed skating events;
- (h) **“City Personnel”** means the City’s elected officials, officers, employees, agents, contractors and subcontractors;
- (i) **“Commencement Date”** means \_\_\_\_\_ or such other date as may be agreed in writing by the City and the Company;
- (j) **“Company Personnel”** means the Company’s directors, officers, employees, agents, contractors and subcontractors;
- (k) **“Existing Advertising”** and **“Existing Advertising Agreements”** means any advertising or advertising agreements or arrangements in effect as of the Commencement Date, as listed in the attached Schedule “A”.
- (l) **“Facilities”** means Richmond Ice Centre located at 14140 Triangle Road, Richmond, B.C., and Minoru Arenas located at 7551 Minoru Gate, Richmond, B.C.;
- (m) **“Fees”** means the semi-annual payments (including Sales Taxes), payable in the manner and time stated in Article 6;
- (n) **“Gross Advertising Revenues”** means all advertising revenues which are generated by the sale of advertising space within the Facilities;
- (o) **“Lexan”** means the clear synthetic material used to contain and protect the rink board Advertisement Signs;
- (p) **“Minimum Fee”** means \_\_\_\_\_ for each year of the Term;

- (q) **“Minor Sports Groups”** means those groups identified by the City and RACA as being affiliated with RACA;
- (r) **“New Advertising”** and **“New Advertising Agreements”** means any advertising or advertising agreements that are not in existence as of the Commencement Date;
- (s) **“Non-Competition Restrictions”** means the restrictions in effect between the City, RACA and the previous advertising provider for the Facilities. Such restrictions prevent any new advertising provider from entering into an agreement with existing advertisers for a period of two (2) years after their contract expires with the existing advertising provider as provided in Schedule “A” (which lists all existing advertisers along with the date that each of their contracts expire and the date that each of their non-competition clauses expire);
- (t) **“RACA”** means Richmond Arenas Community Association;
- (u) **“RACA Personnel”** means RACA’s directors, officers, employees, agents, contractors and subcontractors;
- (v) **“Rinkboard Panels”** means ice level arena boards of the Facility(ies).
- (w) **“Sales Taxes”** means a sales tax, social service tax, value added tax, goods and services tax or any other similar tax, charge, duty or rate, irrespective of the governmental authority that imposes the same;
- (x) **“Supplier Exclusivity Agreements”** means any supplier agreements or arrangements between the City and a supplier, or their agents, whereby the City has agreed to not purchase a competitor’s products or services from the same product or service category of the said supplier; and
- (y) **“Term”** means the period of five (5) years commencing on the Commencement Date and terminating on \_\_\_\_\_.

## 2. SCHEDULES

2.1 The Schedule to this Agreement is as follows:

Schedule “A” — Existing Advertising And Existing Advertising Agreements.

## 3. PROVISION OF ADVERTISING SERVICES

3.1 During the Term, the Company shall provide the Advertising Services to the City at the Company’s sole expense so as to maximize the Fees required to be paid pursuant to this Agreement.

3.2 The Company shall identify where in the Acceptable Advertising Locations the City is to install the Advertisement Signs. The Advertisement Signs shall not be located on any existing interior murals, way signage, interior windows, entrances and/or wall mounted equipment in the Facilities.

3.4 The Company shall honour any Supplier Exclusivity Agreements and shall neither solicit nor accept advertising that, in the City’s sole opinion, is deemed to be in conflict with any of the Supplier

Exclusivity Agreements. The Company shall not enter into any exclusivity contracts with any prospective advertiser in connection with the Company's rights and obligations contained in this Agreement except with the City's prior written approval.

3.6 The Company shall not solicit or accept advertising from individuals, companies or organizations whose products or advertising are deemed, at the sole discretion of the City:

- (a) to be in violation of the Canadian Code of Advertising Standards; or
- (b) to be in conflict with the accepted values of the local community, including, but not limited to, advertising for tobacco or alcohol; or
- (c) to be in contravention of federal or provincial laws or the bylaws and/or policies of the City; or
- (d) to be in contravention of the Non-Competition Restrictions (For greater certainty and clarity, the Company shall not solicit or accept advertising from individuals, companies or organizations identified on Schedule "A" attached hereto until after the "Non-Comp Expiration Date" identified on Schedule "A.").

3.6 The City shall have the sole right to regulate Advertising Services and, if an advertisement is deemed, at the City's sole discretion to conflict with the provisions of section 3.5 of this Agreement, the City shall have the right to immediately remove at the Company's expense the offending advertisement without the City giving the Company prior notice, written or otherwise.

3.7 The Company shall comply with all laws, regulations and bylaws of all regulatory authorities; and in accordance with all applicable City policies.

3.8 The Company shall require any New Advertising Agreements to automatically terminate if this Agreement is terminated at or before the end of the Term.

3.9 Within thirty (30) days of entering into any New Advertising Agreements, the Company shall provide the City with certified copies of all such agreements.

3.10 Notwithstanding anything else herein contained, the Company shall provide to the City at no charge to the City to be used by the City for advertising for City-sponsored programs and/or services: two rink board advertising spaces per rink; one ice surface logo; and one interior rink wall advertisement per rink. The City shall pay all production fees related to the production of such advertising.

3.11 For greater certainty and clarity, the City shall have no financial obligations and/or legal obligations to the Company or to any advertisers to keep any Advertising Signs in place at the end of the Term or the earlier termination of this Agreement.

3.12 For greater certainty and clarity, nothing in this Agreement shall apply to or affect the right of the City to permit any form of advertising on vending machines, in any concession or other food services area and enclosure.

#### **4. MAINTENANCE AND OWNERSHIP**



4.1 The City is the owner of all the existing rink board Lexan kits. The Company shall provide, own, maintain and repair the Advertising Signs. The City shall install and remove the Advertising Signs.

4.2 The City shall maintain and repair the Advertisement Improvements in a manner satisfactory to the City including but not limited to: semi-annual cleanings, minor adjustments and such other repairs as may be required from time to time. Notwithstanding the foregoing, the City and the Company agree that reasonable wear and tear to the Advertisement Improvements from puck and stick damage is to be expected and need not be repaired unless the City determines that such repair is necessary.

4.3 The City shall notify the Company in writing of any damage to the Advertisement Signs of which the City becomes aware. The City's obligations to report known damage to the Company does not limit the repair and replacement obligations of the Company outlined herein. The Company shall conduct such repairs or replacement within fourteen (14) days of the receipt of notice from the City.

4.4 If the City performs maintenance or other work in the Facilities which requires the removal and reinstallation of any Advertisement Signs, the City shall be responsible for the cost of such removal and reinstallation.

4.5 The Company shall inspect the Advertisement Signs at least yearly throughout the Term and shall conduct any necessary repairs or replacements in a prompt fashion.

4.6 The City shall not be responsible for any damage to the Advertisement Signs including, but not limited to, vandalism and graffiti. The Company shall make all necessary repairs and replacements to the Advertisement Improvements occasioned by any such damage.

## **5. THE CITY'S RESPONSIBILITIES**

5.1 The City shall grant the Company the exclusive rights to all New Advertising and New Advertising Agreements regarding the Acceptable Advertising Locations, regardless of whether or not the New Advertising Agreements are actively solicited by the Company, except in the case of events governed by Article 13. For greater certainty and clarity, throughout the Term the City shall be entitled to enter into contracts with other entities to provide advertising in locations other than the Acceptable Advertising Locations.

5.2 The City shall permit the Company to have access to the Facilities during regular arena hours to deliver and inspect the Advertisement Signs. Such deliveries and inspections shall not interfere with any programs and/or rentals in the Facilities.

5.3 The City shall grant the Company (at no charge to the Company) space in a location selected by the City to advertise at no charge to the City within the Facilities for the purpose of promoting the availability of the Advertising Services.

5.4 The City shall provide and install the Lexan to cover the Rinkboard Panels as required pursuant to this Agreement.

## **6. PAYMENT OF FEES AND DISCLOSURE OF FINANCIAL INFORMATION**

6.1 The Company shall pay to the City:

- (a) the Minimum Fee per year of the Term in advance by way of twelve (12) equal cheques, postdated to the first day of each month of the relevant year of the Term; and
- (b) \_\_\_\_\_ per cent (\_\_\_%) of the annual Gross Advertising Revenues (excluding Sales Taxes) in excess of the Minimum Fee during each year of the Term within thirty (30) days after every six (6) months during the Term, it be agreed that a semi-annual adjustment shall take place on January 1<sup>st</sup> and July 1<sup>st</sup> of each year of the Term..

6.2 The Company shall provide the City with full disclosure of all financial information pertaining to the calculation of Fees payable to the City during the Term. The Company shall keep proper books of account in respect of Fees payable pursuant to this Agreement, and shall supply the City with each semi-annual remittance a statement detailing the calculation and reconciliation of Gross Advertising Revenues received for the previous six months.

6.3 The Company shall provide financial information regarding Fees payable and Gross Advertising Revenues in such form and containing such information as may be requested in writing from time to time by the City.

6.4 The City, City Personnel, and the City's solicitors and auditors may at any time and times inspect the books of account, records, reports and other papers of the Company pursuant to the Company's obligations contained in this Agreement on a date convenient to both parties during the working hours of a business day or days, provided however that the City shall have the right to inspect such books of account whether agreement as to a convenient date can be obtained or not within the maximum period of five (5) days from the date of providing notice of such request to the Company. Additionally, from time to time the City may cause an independent audit to be conducted by a qualified accounting firm chosen by City to review all of the Company's books of account and verify that the payments made to the City are in accordance with the terms of this Agreement, such audit to be at the City's sole expense.

## **7. CLOSURE AND BLACKOUT PERIOD**

7.1 Notwithstanding anything else contained in this Agreement, the City reserves the right to close permanently or on a temporary basis any or all of the Facilities for the purpose of maintenance of the Facilities, movie production or for any such other purpose as the City may require, in its sole discretion. The Company acknowledges that the City makes no representation concerning the future operation of any or all of the Facilities. A closure by the City of any Facilities shall not be deemed to operate as a breach of this Agreement by the City. If the closure is not for a period of more than ten (10) consecutive working days, there will be no reduction of the Fees. If the closure is for a period of more than ten (10) consecutive working days, the Fees shall be reduced on a prorated basis.

7.2 Notwithstanding anything else contained in this Agreement, the City reserves the right to require a Blackout Period. Such requirement shall not be deemed to operate as a breach of this Agreement by the City. If the Blackout Period is not for a period of more than ten (10) consecutive working days, there will be no reduction of the Fees. If the closure is for a period of more than ten (10) consecutive working days, the Fees shall be reduced on a prorated basis.

7.3 The City shall provide as much notice to the Company as the City can reasonably provide in connection with the City exercising its rights in this Article.

## **8. EARLY TERMINATION**

8.1 The City may terminate this Agreement if:

- (a) it is of the view, in its sole discretion, that the Company is in material breach of its obligations contained in this Agreement after providing the Company with thirty (30) days prior written notice of such breach and termination;
- (b) one or more of the Facilities are to be closed permanently after providing the Company with thirty (30) days prior written notice of such termination; and
- (c) in the case of emergency, as determined by the City in its sole discretion, immediately upon providing the Company with written notice of such termination.

## **9. INSURANCE**

9.1 The Company, at its own expense, shall obtain and keep and cause its agents to obtain and keep in force throughout the Term comprehensive general liability insurance on an occurrence basis in an amount not less than two million dollars (\$2,000,000.00) per occurrence.

9.2 The Company shall effect all policies with insurers and upon terms and in the amounts, as to the deductibles and otherwise, satisfactory to the City. The Company shall, upon request of the City, furnish to the City copies of all policies and/or insurance certificates in relation to the insurance coverage required by this Agreement, to the City prior to execution of this Agreement.

9.3 The Company shall add the City as an additional insured in all insurance policies required by the Company to be obtained and kept in force during the Term.

## **10. INDEMNITY AND RELEASE**

10.1 The Company shall indemnify and save harmless, RACA, RACA Personnel, the City and City Personnel from and against all actions, costs of actions, claims and demands of every kind, description and nature whatsoever that RACA, RACA Personnel, the City and/or City Personnel may sustain, incur, suffer or be put at any time either before or after the expiration or termination of the Agreement, arising out of or attributable to the errors, omissions, activities or negligent or fraudulent acts of the Company and/or Company Personnel pursuant to the Agreement, and all such actions, costs of actions, claims and demands shall together with any costs and expenses incurred therewith, be paid by the Company.

10.2 The Company hereby releases RACA, RACA Personnel, the City and City Personnel from and against all actions, costs of actions, claims and demands of every kind, description and nature whatsoever that the Company and/or Company Personnel may sustain, incur, suffer or be put at any time either before or after the expiration or termination of the Agreement, arising out of, suffered or experienced by the Company and/or Company Personnel in connection with any matters related in any way to this Agreement.

## **11. NOTICE**

11.1 Any written notice provided for in this Agreement shall be conclusively deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

to the City at:

City of Richmond Ice Centre  
 14140 Triangle Road  
 Richmond, BC V6W 1B1  
*Attention:* Gregg Wheeler, Coordinator - Leisure Services

or such other address as the City may from time to time designate in writing;

and to: **the Company (name to be inserted):**

or such other address as the Company may from time to time designate in writing;

Any notice given by registered mail shall conclusively be deemed to have been received on the fifth (5th) business day following the date on which such notice is mailed, provided that such notice has also been delivered to the party by facsimile transmission. In the event of a postal strike, notice may only be given by personal delivery.

## **12. CONFIDENTIALITY**

12.1 The Company agrees with the City that all data, information and material provided to the Company by the City or acquired by the Company before, after or during the Term, shall not be divulged to any person without the City's prior written consent

## **13. MINOR SPORT GROUPS' ABILITY TO RECOGNIZE SPECIFIC SPONSORS AND TOURNAMENTS**

13.1 The parties to this Agreement recognize that Minor Sports Groups need to have an opportunity to recognize their sponsors and to promote their tournaments and other special events. As this Agreement only applies to Acceptable Advertising Locations, the parties hereto recognize that there is no restriction as to where such recognition and promotion may occur in the Facilities other than in the Acceptable Advertising Locations. In connection with the ability of Minor Sports Groups to recognize their sponsors and to promote their tournaments, the City shall impose such restrictions and requirements as it determines in its sole discretion, all or any of which may be amended by the City from time to time in its sole discretion.

## **14. DISPUTE RESOLUTION**

14.1 If there is a dispute arising regarding the performance of this Agreement, City staff and the Company shall use their best efforts to resolve the issue(s). If the dispute cannot be resolved within the thirty (30) days from the date one party gives written notice of the dispute to the other party, the dispute will be referred to the City's General Manager, Parks, Recreation & Cultural Services, and the President of the Company for resolution. If the dispute remains unresolved fourteen (14) days after such referral, the parties shall refer the dispute to an arbitrator that is mutually agreed upon by both parties.

## **15. GENERAL**

15.1 Time is to be considered of the essence in this Agreement.

15.2 The insertion of headings is for convenience only, and shall not be construed so as to affect the interpretation or construction of this Agreement.

15.3 All references shall be read with such changes in number and gender as may be appropriate according to whether the reference is to a male or female person, or a corporation or partnership.

15.4 All contracts, whether of employment or otherwise, entered into by the Company related in any way to the subject matter of this Agreement shall be made by the Company on its own behalf and not as the City's agent and the City shall have no liability for such contracts.

15.5 This Agreement shall be construed and governed by the Laws of the Province of British Columbia.

15.6 The waiver by the City or the Company of the strict performance of any term or condition in this Agreement shall not constitute a waiver of any other term or condition, nor shall it be deemed a waiver of any subsequent breach of the same or of any other term or condition in this Agreement.

15.7 All articles and covenants contained in this Agreement are severable, and in the event any of them is held to be invalid by any court, this Agreement shall be interpreted as if such invalid articles and covenants were not contained herein.

15.8 The Company may not assign or otherwise part with any of its rights or obligations contained in this agreement except with the City's prior written consent.

15.9 This Agreement shall be binding upon the Company and the City and their respective heirs, executors, administrators, successors, including successors in title, and the assigns of the City and the permitted assigns of the Company.

15.10 This Agreement is the entire agreement between the Company and the City concerning the matters dealt with in it, and there are no understandings or agreements, representations, warranties, conditions or collateral terms, verbal or otherwise, existing between the City and the Company except as expressly stated in this Agreement. This Agreement supersedes all previous agreements, written or oral, relating to the above subject matter, and contains all of the terms and conditions agreed upon by the parties, and therefore no other agreements oral or otherwise shall bind the parties. This Agreement shall not be modified, varied or amended except by the written agreement of the parties hereto.

15.11 Nothing contained or implied herein shall prejudice or affect the City's rights and powers in the exercise of its functions pursuant to the *Community Charter*, S.B.C. 2003, c.26, and amendments thereto and re-enactments thereof, and the *Local Government Act*, R.S.B.C. 1996 c. 323, and amendments thereto and re-enactments thereof, and the rights and powers of the City under all of its public and private statutes, by-laws and regulations, all of which may be as fully and effectively exercised in relationship to the Facilities as if this Agreement had not been executed and delivered by the City and the Company.

15.12 The Company shall not disclose or promote its relationship with the City, including by means of any verbal declarations, announcements, sales, marketing or other literature, letters, client lists, press releases, brochures or other written materials (the "Communications") without the express prior written consent of the City (except as may be necessary for the Company to perform the Company's obligations under the terms of this Agreement). The Company shall not disclose or promote its relationship with the City, including by means of any Communications without the City's express prior written consent (except as may be necessary for the Company to perform its obligations under the terms of this Agreement). Furthermore, the Company undertakes not to disclose or promote its relationship with the City in any

Communications in a manner which could suggest or create an association, express or implied, between the Society and the International Olympic Committee, the 2010 Olympic and Paralympic Winter Games, the Olympic Movement or the Vancouver Organizing Committee for the 2010 Olympic and Paralympic Winter Games (also known as "VANOC"). Without limiting the generality of the foregoing, the Society shall not refer to "VANOC", "Vancouver 2010", the "2010 Games", the "Games", "Host City", "Olympic" or "Olympics", and shall not use any official emblem, logo or mascot of the 2010 Games, in any Communications, without the express prior written consent of the City, which may be arbitrarily withheld.

15.13 The contract administrator for the City pursuant to this Agreement shall be the Administrator. Wherever this Agreement requires notice to be given to or by the City, or any determination or action to be made by the City in the performance of this contract, the Administrator will represent and act for the City.

IN WITNESS WHEREOF the parties have executed this Agreement as of the day and year first above written.

**CITY OF RICHMOND**

by its authorized signatory(ies)

[Signature]

[Name – please print]

[Title – please print]

Date Signed

**THE COMPANY**

by its authorized signatory

Date Signed

**SCHEDULE "A"****EXISTING ADVERTISING AND EXISTING ADVERTISING AGREEMENTS**

Pursuant to the definitions of "Existing Advertising" and "Existing Advertising Agreements", the advertising listed below constitute all the advertisers, suppliers or corporate sponsors that have an Existing Advertisement or Advertising Agreement within the Facilities as of the Commencement Date.

<b><i>Advertiser</i></b>	<b><i>End Date</i></b>	<b><i>Non-Comp Expiration Date</i></b>
<i>BC Lotteries Corporation</i>	<i>9/30/2007</i>	<i>9/29/2009</i>
<i>Boston Pizza - Ironwoods (Ackroyd)</i>	<i>12/31/2010</i>	<i>12/30/2012</i>
<i>Campbell &amp; Pound Ltd.</i>	<i>9/30/2008</i>	<i>9/30/2010</i>
<i>Chev Safe &amp; Fun</i>	<i>9/30/2005</i>	<i>9/30/2007</i>
<i>Chrysler Canada</i>	<i>10/31/2005</i>	<i>10/31/2007</i>
<i>Coast Capital Saving Credit Union</i>	<i>5/31/2008</i>	<i>5/31/2010</i>
<i>CTV Television Formerly BC-CTV</i>	<i>4/14/2008</i>	<i>4/14/2010</i>
<i>Flying Wedge Pizza Company</i>	<i>12/31/2006</i>	<i>12/30/2008</i>
<i>Hamburger Helper</i>	<i>8/31/2006</i>	<i>8/30/2008</i>
<i>HSBC Bank of Canada</i>	<i>7/31/2007</i>	<i>7/30/2009</i>
<i>Impulse Distribution Inc.</i>	<i>12/29/2006</i>	<i>12/28/2008</i>
<i>Key West Locksmiths Ltd.</i>	<i>1/14/2009</i>	<i>1/14/2011</i>
<i>Laara's Vaccums</i>	<i>12/31/2007</i>	<i>12/30/2009</i>
<i>NAPA Auto Parts</i>	<i>4/30/2006</i>	<i>4/29/2008</i>
<i>NAPA Auto Parts - AutoPro Signs</i>	<i>12/31/2005</i>	<i>12/31/2007</i>
<i>Nike</i>	<i>10/1/2007</i>	<i>9/30/2009</i>
<i>Re/Max - GVRD</i>	<i>1/14/2008</i>	<i>1/13/2010</i>
<i>Richmond Health Services</i>	<i>2/28/2006</i>	<i>2/28/2008</i>
<i>Tactical Photography</i>	<i>11/30/2007</i>	<i>11/29/2009</i>
<i>Wendy's Restaurants</i>	<i>7/31/2008</i>	<i>7/31/2010</i>