

Schedule "A"

This AGREEMENT made and entered into this 14<sup>th</sup> day of October, 2025 (the "Effective Date")

BETWEEN:

**THE CORPORATION OF THE CITY OF SAULT STE. MARIE**

99 Foster Drive, Sault Ste. Marie, Ontario, P6A 5X6  
Phone: 705-759-2500, Email: r.sntamaria@cityssm.on.ca

(hereinafter "Lessor")

and

**WATCH TOWER BIBLE AND TRACT SOCIETY OF CANADA**

**13893 HWY 7, Georgetown, Ontario, L7G 4S4**

Phone: 905-873-4100; jwes.ca@jw.org

(hereinafter "Lessee")

Lessor agrees to lease the premises known as **GFL Memorial Gardens** municipally located at 269 Queen Street East, Sault Ste. Marie, Ontario P6A 1Y9 (hereinafter "the Premises"), to Lessee for its Christian convention.

This AGREEMENT is comprised of the following documents:

- 1) This page (hereinafter "Signature Page");
- 2) Schedule A – Rental Structure and Payment Schedule;
- 3) Schedule B – Terms and Conditions;

These documents are collectively the "Agreement".

The Lessor and Lessee hereby acknowledge having read all pages of this Agreement and agree to be bound by all covenants, agreements, terms and conditions in the Agreement. By signing below, and for the payment structure specified in Schedule A, the Lessee shall be permitted to use and occupy the Premises pursuant to this Agreement. This Agreement shall become a binding contract as of the Effective Date. The Lessor shall promptly return a signed copy of this Signature Page to the Watch Tower Bible and Tract Society of Canada's representative.

IN WITNESS WHEREOF, this agreement has been duly executed by the parties hereto, the day and year first above written.

~~Witness for~~ Lessor:

**The Corporation of the City of Sault Ste. Marie -**  
Lessor

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: City Clerk - Rachel Tyczinski

Title: Mayor - Matthew Shoemaker

Witness for Lessee:

**Watch Tower Bible and Tract Society of Canada -**  
Lessee

\_\_\_\_\_  
Nicolas Dugas

\_\_\_\_\_  
Chad Heggs, Director

## SCHEDULE A – Rental Structure and Payment Schedule

<b>FACILITY NAME:</b>	GFL Memorial Gardens
<b>FACILITY CITY:</b>	Sault Ste Marie

### A.1 Event Information

EVENT DATE	DESCRIPTION	TIME	PEAK ATTENDANCE	EVENT FEE (\$)
07/02/2026	Load in	6am to 11pm		
07/03/2026	Event		2800	3150.00
07/04/2026	Event		2800	3150.00
07/05/2026	Event	Until 11:59pm	2800	3150.00
	Audio video			2650.00

### A.2 Event Rental Fee and Deposit Amount

DESCRIPTION	AMOUNT	TAXES	TOTAL AMOUNT
<b>Total all-inclusive rental fee</b>	<b>12100.00</b>	<b>1573.00</b>	<b>13673.00</b>
Final payment (07/06/2025)	12100.00	1573.00	13673.00
Sale Tax Rate	13.00%		
HST Number		122023120	

### A.3 Lessor Equipment and Services Included

DESCRIPTION	COMMENTS
<b>FACILITY</b>	
<b>SEATING</b>	
Fixed seating	3840
Portable seating	1000
Accessible seating	n/a
<b>BUILDING – as outlined on Schedule C – Space Plan</b>	
Arena Venue, Offices, Seating, Event Level, Concourses, Auxiliary Rooms	Included
Access to Venue During Load-in and Event	Included
Use and operation of passenger and freight elevators	Included
Trailer Height Loading Docks	n/a
Ground Level Loading Docks	n/a
<b>CONSUMABLES/ UTILITIES</b>	
Air Conditioning & Heating	Included
Soap, Toilet Paper, Paper Towels, Garbage bags	Included

Cleaning Chemicals	Included
Venue Wide Internet and LAN Internet Connections	Included
Hot & Cold Water Access and Drainage (baptismal pool)	Included
<b>LESSOR EQUIPMENT</b>	
Carpet Runners	Included
Crowd Control Barriers/Stanchions	Included
Elevation device Pallet Jacks/Pump Trucks	Included
Folding Tables 30"x 72"	Included
Folding Tables 30"x 60"	Included
Forklift	Included
Garbage Disposal	Included
Pipe and Drape	Included
Stage	Included
<b>Total Cost for Section</b>	<b>\$9,450.00</b>
<b>STAFF / SERVICES LIAISON</b>	
Event/Venue Liaison	n/a
Venue Security for internal/external disruptions	n/a
Venue AV Technician	n/a
<b>Total Cost for Section</b>	<b>\$0.00</b>
<b>AUDIO &amp; VIDEO</b>	
House Video and Sound Connections	Included
Digital Halos & Banners	n/a
Exterior Digital Signage	Included
Hi-Def Scoreboard	\$662.50/day
Venue Inter-connectivity	Included
Show Power Requirement of 280V 100A 3PH	\$500 for ESA permit if required for electrical hookup
<b>Total Cost for Section</b>	<b>\$2650.00</b>
<b>PARKING - as outlined on Schedule D - Parking Plan</b>	
Exterior Parking	Included
Interior Parking	n/a
Accessible Parking	n/a
<b>Total Cost for Section</b>	<b>\$0.00</b>

## **SCHEDULE B – Terms and Conditions**

The terms of this AGREEMENT are as follows:

### **Purpose and Exclusive Use:**

1. The purpose of this lease is for the Lessee to hold a Christian convention for worship (hereinafter “event”) at the Premises **for the agreed upon dates as outlined in Schedule A.1**. Each event runs from Friday through Sunday, together with load-in and load-out as specified in this agreement. Lessor agrees that no other events will be scheduled in the main arena and those rooms mutually agreed upon for use (**See "Schedule C" - Space Plan IF APPLICABLE**) during the entirety of the contract period of Lessee’s event.
2. It is hereby agreed that the formal program conducted by or under the sponsorship of Lessee on the Premises will be of a religious nature and open to the public. Lessee’s religious education program will use and present its own copyrighted material. The program includes, but is not limited to the following: songs, talks and religious education videos. There are no paid performers or speakers, no paid workers, no tickets, and no admission charge. The said formal program will run for a period of three (3) consecutive days. Each day will consist of forenoon and afternoon sessions.
3. It is hereby agreed that the Premises included in this agreement shall be made open and available by Lessor to Lessee and its volunteers and delegates attending the event(s) at all times on the dates covered by this agreement.
4. The Lessor agrees to accommodate the maximum estimated attendance for the event(s) as outlined in **Schedule A.1**.

### **Rental Fee and Deposit:**

5. The total all-inclusive rental fee and deposit amount(s) for the event(s) are outlined in **Schedule A.2**.
6. On execution of this Agreement, Lessee agrees to pay the rental fee and deposit(s) as outlined in **Schedule A.2**. Receipt of payments will be acknowledged by Lessor. There will be no additional charges to Lessee unless Lessee requests additional equipment or services.

### **Lessor Equipment and Services included:**

7. Lessor agrees to provide the equipment and services listed in **Schedule A.3** without additional charge.
8. Lessor will provide the office space, all available folding tables, fixed seating, portable chairs (event level seating and departments), and all parking controlled by Lessor (**See "Schedule D" - Parking Plan IF APPLICABLE**) without additional charge (excluding parking control and parking attendants).

9. Lessor grants permission to Lessee to use all of its base services including, but not limited to, its WIFI and sewer system during Lessee's event(s) and shall furnish Lessee with all utilities available at the Premises, including water, electricity, sufficient lighting, gas, air conditioning and/or heat, if any, without additional charge.

10. Lessee may make temporary connections to Lessor's utilities for its use at the event(s) without additional charge, providing they are removed by the Lessee at the conclusion of the event(s).

11. Lessor hereby agrees to provide Lessee with all cleaning and disinfectant products, restroom supplies, including paper goods, and further agrees to provide for disposal and/or removal of all trash generated during the course of the event(s) without additional charge.

#### **Load-in and Load-out:**

12. Lessee is hereby granted load-in as outlined in **Schedule A.1** at no charge for setting up Lessee's equipment and other preparatory work for the event(s) including a detailed cleaning of the leased areas of the Premises. Lessee shall have until 11:59 p.m. of the last day of the event for the removing of Lessee's equipment, as well as for cleaning the Premises.

#### **Lessee's Equipment and Services:**

13. Lessee's qualified audio/video broadcast personnel team may (a) augment the house audio/video/broadcast equipment with its own portable head-end equipment, or (b) set-up and operate entirely its own portable audio/video and broadcast systems. Lessee's personnel volunteer their skills and services and will work together with Lessor's personnel to ensure that any such equipment, line-level feeds, and operation meet Lessor's reasonable standards at the Premises. The Lessor's house audio/video/broadcast/scoreboard equipment and personnel are included in the total rental fee outlined in Point 5.

14. Lessee is granted the privilege to distribute on and about the rented Premises, free of charge, through its volunteers, assembly programs and other materials, as an integral part of its worship and convention proceedings.

15. Lessee may record by means of audio, video, and/or digital recording, and may broadcast any or all of its program from the Premises or otherwise over radio, television, and/or internet without cost to Lessee, since public service time is used and Lessee receives no revenue therefrom; and may advertise the holding of the event in the magazines The Watchtower and Awake!, and in other reputable electronic or print media.

16. Lessee is granted the right to identify activities which shall exclusively be performed by qualified Jehovah's Witnesses and which shall not be subject to the jurisdiction of any collective agreement and/or union assistance or involvement. Lessor agrees that Lessee's personnel may perform all services during Lessee's event.

Such work will be cared for by personnel who are qualified to perform such services, and include but are not limited to:

- a. Unloading/loading
- b. Drayage
- c. Attendants/ushers
- d. Cleaners
- e. Stagehands
- f. Watchmen
- g. First aid personnel
- h. Audio/video and broadcast technicians
- i. Any other function necessary for Lessee's event

17. Lessee may use signs inside and outside the Premises of such size and content as Lessee deems necessary for the purpose of properly and adequately operating the event(s) and identifying and advertising same. The manner and location of such sign placement is to be determined by the Lessee with the approval of the Lessor, which approval will not be unreasonably withheld. Lessee's qualified personnel will insure that all sign placement and removal will not mar or deface the Premises.

**Concessions, Food and Beverage:**

18. Neither the Lessor, Lessee, nor any third party will open or sell concession items on or about the Premises during the Lessee's event or serve said items to Lessee's attendees. Lessee's attendees may bring their own food and beverage into the Premises.

**Lost and Found:**

19. Lessee shall have the sole and exclusive right to the care, custody, and control of all lost and found items during the course of its use of the Premises. Lessor will notify Lessee of any remaining items that have been overlooked after load-out and grant Lessee seven (7) days after notice by Lessor to Lessee for removal of said items before Lessor disposes of them.

**Contribution Boxes and Credit/Debit Terminals:**

20. Lessee may put portable voluntary contribution boxes and debit/credit card machines within and about the Premises for the receiving of freewill offerings and have the exclusive care, custody, and control of any moneys received.

**Liability, Indemnification, Hold Harmless, Insurance:**

21. Lessee agrees to keep the Premises in a clean and sanitary condition by the use of its personnel during its occupancy and will leave the Premises in substantially the same condition as when delivered to Lessee, normal wear and tear excepted.

Lessee agrees that if the Premises or any equipment, furnishings or fixtures therein are damaged by the negligent act or omission of the Lessee, Lessee will repair such damage or replace such equipment, furnishings or fixtures, using its own qualified personnel, to the satisfaction of Lessor. Lessor agrees to provide Lessee during load-in and load-out all the necessary cleaning supplies as regularly used by Lessor at no cost to Lessee.

22. Lessee agrees to comply with all national, provincial, and local laws to the extent that they are applicable and do not conflict with constitutional law.

23. Lessee will defend, hold harmless and indemnify Lessor and its officers, employees, representatives, agents or assigns, from and against any and all actions, damages, claims,

demands, losses, judgments, penalties, costs and expenses, including, any fees and/or costs reasonably incurred by Lessor in enforcing this provision, including reasonable attorney's fees, to the extent such liabilities are caused by negligent acts, omissions or willful misconduct of Lessee, its personnel, attendees, representatives, agents or assigns, during the term of this agreement. Lessor will defend and hold harmless and indemnify Lessee and its officers, personnel, attendees, representatives, agents or assigns, from and against any and all actions, damages, claims, demands, losses, judgments, penalties, costs and expenses, including any fees and/or costs reasonably incurred by Lessee in enforcing this provision, including reasonable attorney's fees, to the extent such liabilities are caused by the negligent acts, omissions or willful misconduct of Lessor, its officers, employees, representatives, agents or assigns, during the term of this agreement. Lessee's indemnification herein does not include claims that are caused by latent defects of the Premises, which were not observed by Lessee on visual inspection.

24. At least two weeks before the event, Lessee agrees to provide Lessor, at Lessee's expense, a certificate of public liability insurance naming the Lessor as an additional insured, issued by a reputable casualty insurance company, with bodily injury liability limits of **\$5,000,000** for any one injury and **\$5,000,000** for any one accident and **\$5,000,000** property damage liability. Such additional insurance coverage is limited to injury to persons or damage to property caused by the negligent acts or omissions of Lessee, its officers, personnel, attendees, representatives, agents or assigns during the term of this agreement and will not cover injury to persons or damage to property which is caused by the negligent acts, omissions or willful misconduct of Lessor, its officers, employees, representatives, agents or assigns, nor that of any third party.

#### **Force Majeure:**

25. If by reason of fire, action of the elements, catastrophe, public health emergency, or any force majeure occurrence, the condition of the Premises has been compromised to the extent that Lessee's ability to hold its event at the Premises is no longer reasonably suitable, Lessor and Lessee will work together to accommodate the event on another mutually agreeable date. If a suitable alternate date cannot be

arranged, the event at the Premises shall for said reason(s) be cancelled. Cancellation shall be effected by either party delivering to the other party written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is cancelled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor, or (if cancellation occurs after the event has started) a pro-rata portion of the total rent paid based upon usage of the Premises to cancellation. Upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

26. In addition to the immediately preceding paragraph, if, at any time within four (4) months of the start date of the event, any governmental agency recommends, mandates or legislates limits on the number of people that may gather together publicly for any

reason, the parties agree to work together to accommodate the event on another mutually agreeable date. If, within two (2) months of the event, a mutually agreeable alternate date

cannot be arranged, or the limits of the size of public gatherings (whether recommended, mandated or legislated) have not been lifted by governmental authority to a size sufficient to accommodate the event, then the event shall be cancelled. Cancellation shall be effected by either party delivering to the other party written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is canceled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor and upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

27. Furthermore, and in any event, the Lessee may cancel or delay holding the event at any moment prior to the event being held should the Lessee, in its sole discretion, determine that a pandemic or any other public health emergency makes it unsafe to hold an in-person event. Cancellation shall be effected by Lessee to the Lessor written notice of cancellation by email and by courier to the address of the party provided at the start of this agreement. If the event is canceled, neither Lessor nor Lessee will be liable to the other for any damage, expense or other loss incurred by reason of such cancellation; except that Lessor will be obligated to refund to Lessee any advance rental payments made by Lessee to Lessor and upon said refund being made neither Lessor nor Lessee will have any further claim against the other party.

**Miscellaneous:**

28. This agreement shall be interpreted in accordance with the laws of the province of Ontario.

29. THIS AGREEMENT shall bind the parties hereto, their successors and assigns, heirs, executors and administrators.

30. If any clause in this agreement shall be decided by a court of law to be void, then such decision shall not render the whole contract void but, rather, such void clause shall be deemed to be severed from the agreement, and the remainder of the agreement shall otherwise remain in full force and effect.

31. The headings in this agreement are for reference only, and do not constitute part of the agreement.

32. This Agreement may be executed in counterparts, by facsimile or electronic signature.