

Schedule "A"

THIS AGREEMENT made in duplicate this 23rd day of March, 2026

THE CORPORATION OF THE CITY OF SAULT STE. MARIE
hereinafter called the "City"

- and -

SOO GREYHOUNDS INC.

an Ontario corporation having its head office at
the City of Sault Ste. Marie, carrying on
business

as SOO GREYHOUNDS HOCKEY CLUB

hereinafter called the "Soo Greyhounds"

WHEREAS the Corporation of the City of Sault Ste. Marie is the owner and operator of the Sault Ste. Marie sports and entertainment center (hereinafter called the "Centre");

AND WHEREAS the Soo Greyhounds has been sponsored as a Major Junior hockey team in the Ontario Hockey League;

AND WHEREAS the City and the Soo Greyhounds have come to an agreement with respect to the use by the Soo Greyhounds of the City Centre;

AND WHEREAS the City and the Soo Greyhounds have entered into in agreement for said use through the 2006-2007 to the 2025-2026 hockey season, which includes all playoff games;

AND WHEREAS the aforesaid agreement will reach the end of its term following 90 days after the last home game of the 2025-2026 hockey season, including playoffs;

AND WHEREAS both the City and the Soo Greyhounds wish to continue their contractual relationship for the use of the Centre by the Soo Greyhounds to host its Ontario Hockey League games, which include playoffs;

NOW THEREFORE this agreement is witnessed that in consideration of the mutual covenants herein contained and subject to the terms and conditions hereinafter set out, the parties hereto agree as follows:

1. Term of agreement

This agreement shall be enforced for ten (10) hockey seasons covering the 2026-2027 through to the 2035-2036 hockey season and shall terminate ninety (90) days after the Soo Greyhounds play their last home game, including playoff games, of the 2035-2036 hockey season. Soo Greyhounds has an option to renew the Agreement for two (2) five (5) year extensions ending in the 2045-2046 hockey season subject to the same terms and conditions.

2. Premises

- (a) The City agrees to provide for the use of the Soo Greyhounds exclusive use of the ice surface in the Centre for all games and practices as agreed to by the parties hereto. Ice will be scheduled by the Manager of Community Centres to meet the reasonable requirements of the Soo Greyhounds.
- (b) The City shall provide to the Soo Greyhounds exclusive use of dressing rooms as set out in the diagram attached hereto as Schedule "A1".
- (c) The City shall provide to the Soo Greyhounds exclusive use of office space as set out in the diagram attached hereto as Schedule "A2".
- (d) The City shall provide to the Soo Greyhounds exclusive use of retail space for Greyhounds merchandise; such space as set out in the diagram attached hereto as Schedule "A3".
- (e) The City shall provide to the Soo Greyhounds twelve (12) parking spaces for the exclusive use of the Soo Greyhounds. The City shall ensure that the remainder of the parking spaces are generally available for non-assigned use of fans, players and other staff of the Soo Greyhounds two hours before games through one hour after. Soo Greyhound team players shall park in middle rows of the adjoining parking lot to allow other users closer parking to entrance doors. The City shall use their best effort to ensure City employees do not park in the event Centre's parking lot two (2) hours before and one (1) hour after game events as Schedule A 4.
- (f) It is understood and agreed that any and all equipment which the Soo Greyhounds may store in the Centre, shall be stored at the risk of the Soo Greyhounds.
- (g) It is further agreed that the Soo Greyhounds should maintain their said dressing rooms, office space, retail space, and private suites in good order and will be responsible for any maintenance or renovations not ordinarily provided by the Centre for other rooms in the Centre.
- (h) The City shall provide to the Soo Greyhounds exclusive use of storage areas in the Centre that are agreeable to both parties and adequate for the storage of equipment and other items as set out in Schedule "A1" hereto.
- (i) The City shall provide the Soo Greyhounds use of a multi-purpose room or area during Soo Greyhounds games for the purpose of hosting the Greyhounds Birthday Bash and other similar functions as well as use of the Bumbacco Room for media, scouts and others permitted by the Soo Greyhounds prior to every game. In addition, the team will be allowed the opportunity to utilize this space for academic use based on availability of various events.
- (j) The City agrees to provide the Soo Greyhound's with exclusive use of the VIP & Board Room suites during Soo Greyhounds games at a cost of \$300 and \$150 respectfully when rented out to ticket holders. The City will continue to calculate the annual CPI increase using CPI Ontario (June) for the remaining term of the agreement. The Soo Greyhounds will agree to work with the City to allow use of the VIP suite at no rental cost for participants in the Hockey Hall of Fame induction ceremony on a date to be agreed to in advance by the Soo Greyhounds.

3. Ice Condition

The City agrees at its expense to keep the ice surface in the Centre in a ~~superior~~ satisfactory playing condition required by the Ontario Hockey League and to provide attendants to resurface the ice surface at normal times for games and practices.

4. Practice Times

The Soo Greyhounds shall have the exclusive use of the ice surface in the Centre for practice times and training camps as follows:

- (a) Current ice utilization for practice times consists of 30.5 hours per week consisting of the following:

Mon-Fri	8:30am - 11:30am
Mon-Fri	3:00pm - 5:30pm
Sat	10:00am - 12:00noon
Sun	11:00am - 12:00noon

Additional practice time shall be provided during time periods as ice time allows and as may be mutually agreed upon between the Manager of the Community Centres and a representative of the Soo Greyhounds.

- (b) The training camp will be held in the Centre at times mutually agreed upon by the Manager of Community Centres and a representative of the Soo Greyhounds at no cost to the Soo Greyhounds.
- (c) In the event that the ice is removed from the Centre before the date established by The Soo Greyhounds for Development camp, sufficient ice time to accommodate Development Camp will be provided at a facility under the City's ownership at no cost to the Club for 1.5 days at no charge to the Soo Greyhounds.
- (d) The Manager of the Community Centers may cancel any of the above practice times as scheduled during the season by reason of an Event being held at the facility. This cancellation may be done as a result of a conflict between the practice or training camp and the Event date or a reasonable period not to exceed 48 hours prior to an event for set up. Should the aforesaid occur, the Manager of the Community Centers will ensure that the practice time requirements above are accommodated at an alternative facility under the City's ownership with no displaced cost for ice requirements to the Soo Greyhounds.
- (e) Save for scheduled games and practice time stipulated within this section, all additional hockey schools, and other special events shall be reserved by the Greyhounds and held at its sole cost.

5. Staffing

- (a) The parties agree that for all home scheduled League games and League playoff games played by the Soo Greyhounds the City through its Manager of Community Centres shall be responsible for staffing the building with ticket sellers, ticket takers, ushers, security, maintenance staff, concession staff, and first aid, at the expense of the City and that the Soo Greyhounds shall be responsible for payment of services for game officials, the public address announcer, videoboard operator, and gameday staff as reasonably required all at the expense of the Soo Greyhounds.
- (b) The Soo Greyhounds shall be responsible for having a scoreboard technician and sound technician at the expense of the Soo Greyhounds.

6. Goods and Services Tax

- (a) The City shall collect any money required under the Harmonized Sales Tax (HST) associated with on-line ticket fees and the sale of tickets from the revenue arising from the sale of Greyhound game tickets whether such sale of tickets is generated by the City, or the Greyhounds and it shall be the responsibility of the City to remit that money to the Federal Government. The City hereby covenants to indemnify and save harmless, the Soo Greyhounds from all actions, claims, demands & liabilities occasioned by the failure of the City to remit such money.
- (b) The Greyhounds are responsible for all current and future taxes or tariffs that pertain to them including but not limited to S.O.C.A.N., Re:Sound, Commercial Property Tax.

7. Special Games

Special games (such as the Memorial Cup, the Prospects game and the All-Star game) will not be covered under this Agreement and will require a separate agreement between the parties hereto and/or The Canadian Hockey League and/or The Ontario Hockey League.

8. Ticket Sales

- (a) Ticket prices for home scheduled games, exhibition games and play-off games shall be as determined by the Soo Greyhounds.
- (b) Sponsored games which shall not include regular season and playoff games will not be included in Revenues except for actual net revenue received by the Soo Greyhounds from the Sponsor. Special Event games such as the Memorial Cup, All Star games and Prospect games are also not included in the Revenues.
- (c) Tickets for all Soo Greyhounds League games shall be available at the Centre box office and such other venues as agreed by the parties hereto from time to time.

- (d) The City shall pay to the Soo Greyhounds their share of the season ticket sales over 3 payments seasonally scheduled September 1, December 15 and Final Tally to be completed not later than thirty (30) days after the conclusion of the season ticket campaign and paid on or before December 31st in each year and in any event not later than February 28th in each year.
- (e) The Soo Greyhounds and the City will mutually agree on any season ticket plan by March 1st of each year.
- (f) The parties agree that all customer information collected by the City shall be the property of the Soo Greyhounds and will be provided in an agreeable format when requested by the Soo Greyhounds.
- (g) Should this Lease be signed by the Soo Greyhounds in advance of the 2025/2026 regular season coming to a close, in addition to the revenue sharing arrangement set out in the May 2006 Lease between the parties, the City shall remit a one-time payment of any net revenue that exceed \$35,000 to the Soo Greyhounds from the ticket fees paid to the City for online ticket sales related to Soo Greyhound ticket sales for the 2025/2026 regular and post season.

9. Complimentary & Promotional Tickets

- (a) The Soo Greyhounds will receive 250 complimentary tickets per game. This figure includes tickets for the visiting team and land parents, Soo Greyhounds and for any other use which the Soo Greyhounds may wish to put these tickets. The said complimentary tickets shall not be considered "paid tickets". Should the average number of complimentary tickets per game exceed 250 the Soo Greyhounds agree to compensate the City for the cost of these excess tickets at the applicable (i) Season Average price or the (ii) Playoff Average Price averaged from Group Rate of Adult, Senior, and Student prices for each individual game.
- (b) The Soo Greyhounds will provide quantity and value of promotional tickets monthly for settlement.
- (c) The City will receive 25 complimentary tickets per game to be used to satisfy Customer Service issues. Such use shall be at the sole discretion of the Manager Community Arenas.

10. Broadcast Rights

- (a) All media including radio, television and internet broadcasting rights are the property of the Soo Greyhounds.

11. Advertising

- (a) The Soo Greyhounds are entitled to market and sell advertising in all interior areas of the Community Centre including but not limited to those areas, equipment or articles listed below as long as done so with written consent of the City, which consent will not be arbitrarily or unreasonably withheld. The interior areas, equipment and articles at the Centre shall include, but not be limited to, the following:
- Ticket Backs
 - Zamboni
 - Shot clocks
 - Score board
 - Video board
 - Rink Boards surrounding the ice surface
 - Ice surface
 - Stair faces
 - Lobby and concourse advertising panels and illuminated signage.
- (b) The City has the right to advertise the availability of Pouring and Beverage Rights at point-of-sale locations within the facility.
- (c) The City may also advertise internal events and community initiatives within the facility agreed upon in advance by the Soo Greyhounds , such locations not to interfere with or reduce the opportunities for sale of such space to advertisers for Soo Greyhound games..
- (d) Reasonable signage expenses may be charged by the City to the Soo Greyhounds for reasonable repairs or maintenance to the above-mentioned advertising areas and signs. Whenever possible, the City shall consult with the Soo Greyhounds prior to effecting any such repairs or maintenance.
- (e) The Soo Greyhounds are responsible for the production and display of all their advertising. Ice Logo installation costs after the start of the season will be incurred by the Soo Greyhounds.
- (f) The advertising rights only extend to the Soo Greyhounds' league games (exhibition, regular season and playoffs). The City has the right to display other advertisers or cover any Soo Greyhound advertisements for any other event in the Centre.
- (g) The Soo Greyhounds shall be permitted to affix temporary banners on the exterior of the Facility at the team's cost and with prior approval of the City, showing such things as team logos, slogans, and player images.

12. Sponsorship

- (a) If a naming rights sponsor the "Sponsor" is secured, the Sponsor shall have the right to advertise on two rink board purchased at market value from the Soo Greyhounds.
- (b) The sponsorship and advertising revenue sharing related to the videoboard is subject to a separate agreement between the City and the Soo Greyhounds, attached hereto as Schedule C.

13. Unforeseen Causes

- (a) The Soo Greyhounds agree that the City shall incur no liability to the Soo Greyhounds for failure to perform any of the covenants or conditions herein contained if such failure is due to acts of God, strikes, equipment failure, required repairs and renovations, or other causes beyond the control of either the Centre or the City.
- (b) Game cancellations for any reason whatsoever, including but not limited to by reasons of the City, Soo Greyhounds, the Ontario Hockey League, weather, or other, shall result in the City and the Soo Greyhounds incurring separate costs related to the cancellation, and as such, the parties shall agree that neither party will seek reimbursement from the other for such loss.

14. Insurance and Liability

- (a) Both parties hereto covenant and agree to provide, for the protection of each other and the general public, public liability and property damage insurance policies in the amount of at least \$5,000,000.00 each at its own expense.
- (b) The Soo Greyhounds will save, defend and keep harmless and fully indemnify the City, its respective officers, employees and agents of, from and against all actions, suits, claims, costs, damages, executions and demands of any nature whatsoever which may be brought against or made upon the City, its respective officers, servants and agents, or any of them and of, from and against all loss, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the City, its respective officers, servants and agents, or any of them, by reason of or on account of loss or damage to property or injury (including death) to any person who enters, occupies or uses a part of the Centre for the purpose of attending or participating in any event in respect of which the Soo Greyhounds occupy the Centre.
- (c) The City will from time to time and at all times hereafter truly save, defend and against keep all harmless actions, suits, and fully claims, indemnify executions the and Soo demands Greyhounds of any from nature and whatsoever which may be brought against or made upon the Soo Greyhounds from and against all losses, costs, charges, damages, liens and expenses which may be sustained, incurred, or paid by the Soo Greyhounds by reason or on account or in consequence of, or

arising out of any negligent act or omission by the City under this Agreement.

15. First Right

The City agrees to give the Soo Greyhounds priority and preference for scheduling dates and times of games over any request except for unavailable dates identified by the City on or before December 15th of the previous year. The City will collaborate with the OHL and Soo Greyhounds to determine exceptions for event dates where possible, before receiving the team's final year schedule.

16. Application of Legislation

- (a) The City shall incur no liability in the event that legislation is enacted by a provincial or federal government which has the effect of frustrating the intent of the parties as evidenced by this Agreement.

17. Revenue Sharing

For the term of this Agreement the parties hereto covenant and agree to share revenues as set out in Schedule "B" attached hereto.

18. Ticket Fees

- a) The City shall charge a "Ticket Fee" of \$3.75 for each individual regular season and playoff ticket sold on-line. This Ticket Fee may increase by \$0.10 per hockey season, with the first increase occurring at the commencement of the 2027-28 season. The City shall pay the Soo Greyhounds \$0.50 per individual regular season and playoff ticket sold online during the 2026-2027 season, which amount shall increase by \$0.025 per ticket in each subsequent year. For Red & White and Exhibition games, the Greyhounds shall receive \$0.25 per ticket sold online.
- b) The City shall charge an "Order Fee" of \$3.00 for each total on-line ticket order, which shall increase at \$0.05 in each subsequent hockey season.
- c) The Soo Greyhounds may charge a "Printing Fee" of \$1.00 per order at the box office and \$10.00 per season ticket package.
- d) The City shall charge an "Order Fee – Season Tickets" of \$10.00 for each total on-line season ticket renewal and on-line season ticket purchase. This Order Fee – Season Tickets shall increase at \$0.10 in each subsequent hockey season. The Soo Greyhounds will receive 20% of this fee annually.
- e) There will be no Capital fees, facility Fees, or any other fees or surcharges added to Soo Greyhound tickets other than online, order and printing fees listed above unless mutually agreed upon in writing.
- f) In the event that the City enters into a new or revised agreement with a third-party ticket provider during the term of this lease, the parties to this Lease agree to revisit in good faith the amount and respective share of on-line ticket fees.

19. Frustration

- (a) All of the above is based upon the continued existence of the Ontario Hockey League. The parties hereto covenant and agree that this Agreement shall terminate automatically if the Ontario Hockey League or a successor league no longer exists or if the Soo Greyhounds are no longer allowed to be a member of the Ontario Hockey League or a successor league unless occasioned by the willful actions of the Soo Greyhounds to frustrate this contract.
- (b) Except as otherwise set out herein, the Soo Greyhounds agree to operate an Ontario Hockey League franchise in Sault Ste. Marie for the term of this Agreement.
- (c) In the event that the Soo Greyhounds no longer operate an OHL franchise in Sault Ste. Marie during the term of the lease, the Soo Greyhounds shall pay a one-time liquidated damages in the amount of the average of the prior five (5) years of revenues received by the city under this agreement.

20. Binding Effect

It is agreed between the parties hereto that every covenant, proviso and agreement herein shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns and that all covenants herein shall be construed as being joint and several, and that, when the context so requires or permits, the singular number shall be read as if the plural were expressed and the masculine gender as if the feminine or neuter, as the case may be, were expressed.

21. Assignment of Agreement

The City and the Soo Greyhounds covenant and agree that this Agreement shall not be assigned without the consent of the City, such consent not to be unreasonably withheld.

22. Severability

In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals as of the day and year first above written.

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

Per:

MAYOR – MATTHEW SHOEMAKER

CITY CLERK – RACHEL TYCZINSKI

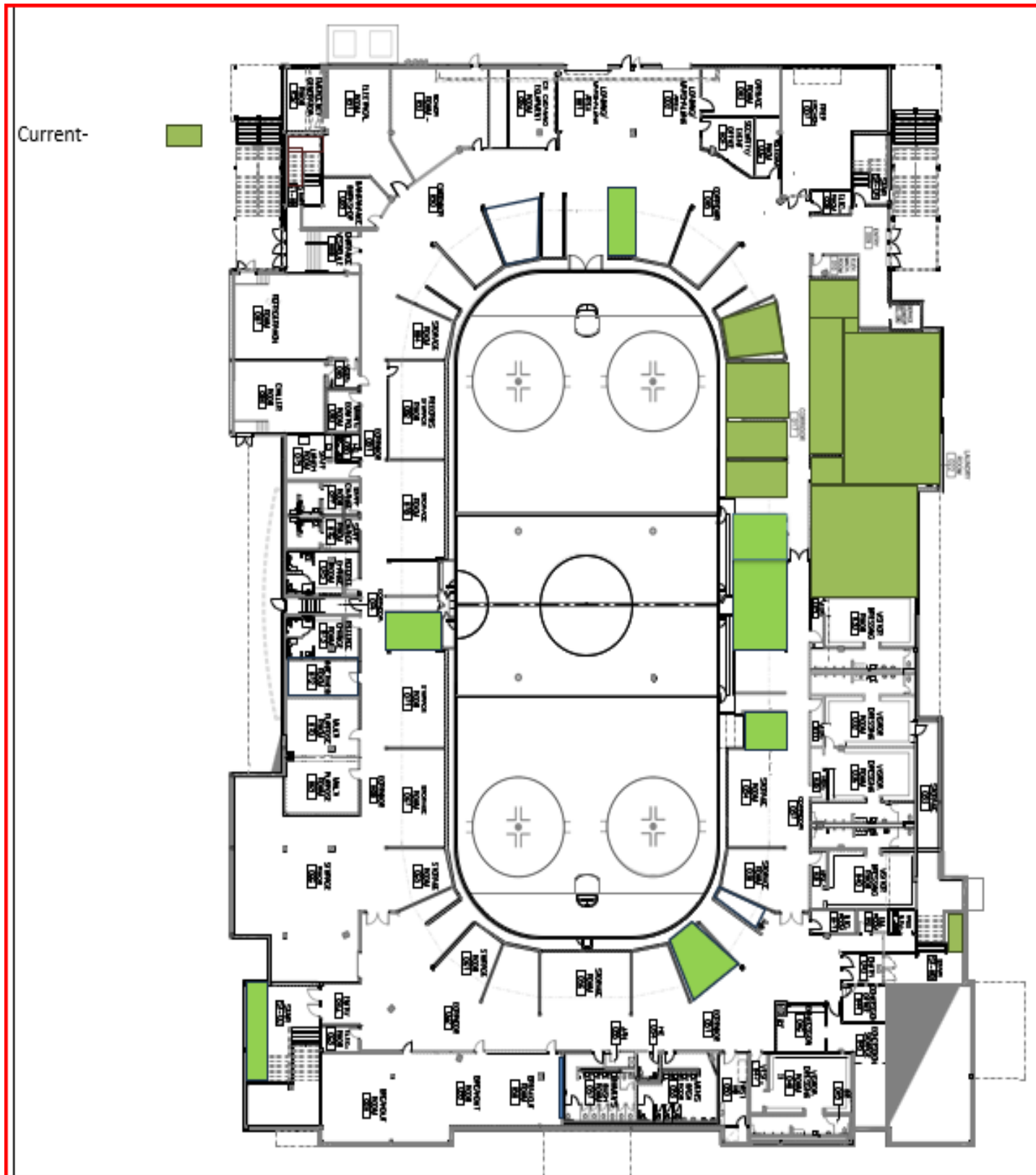
SOO GREYHOUNDS INC.

Per:

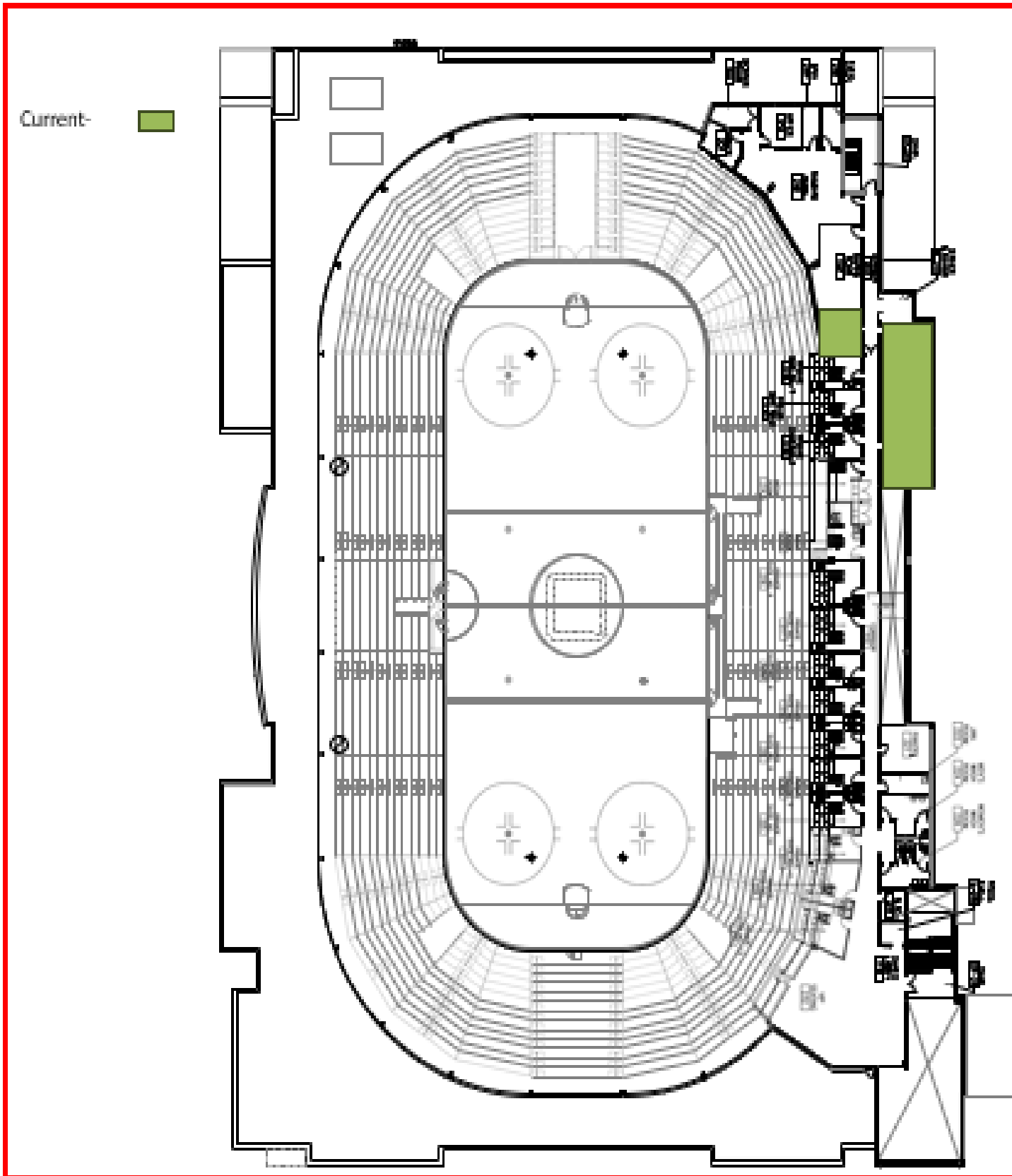
TIM LUKENDA – PRESIDENT & GOVERNOR

I have the authority to bind the corporation.

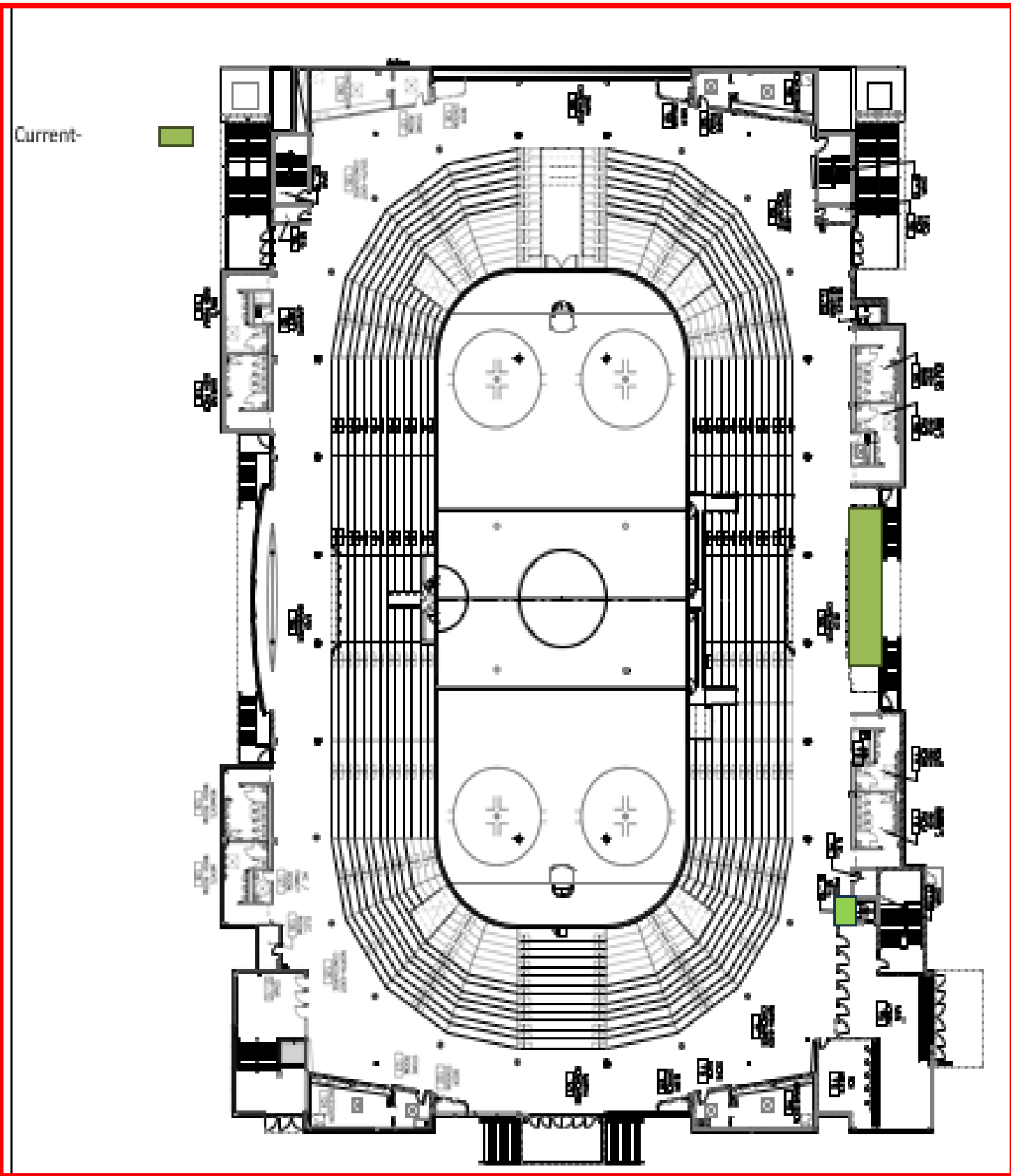
SCHEDULE A1
Event Level



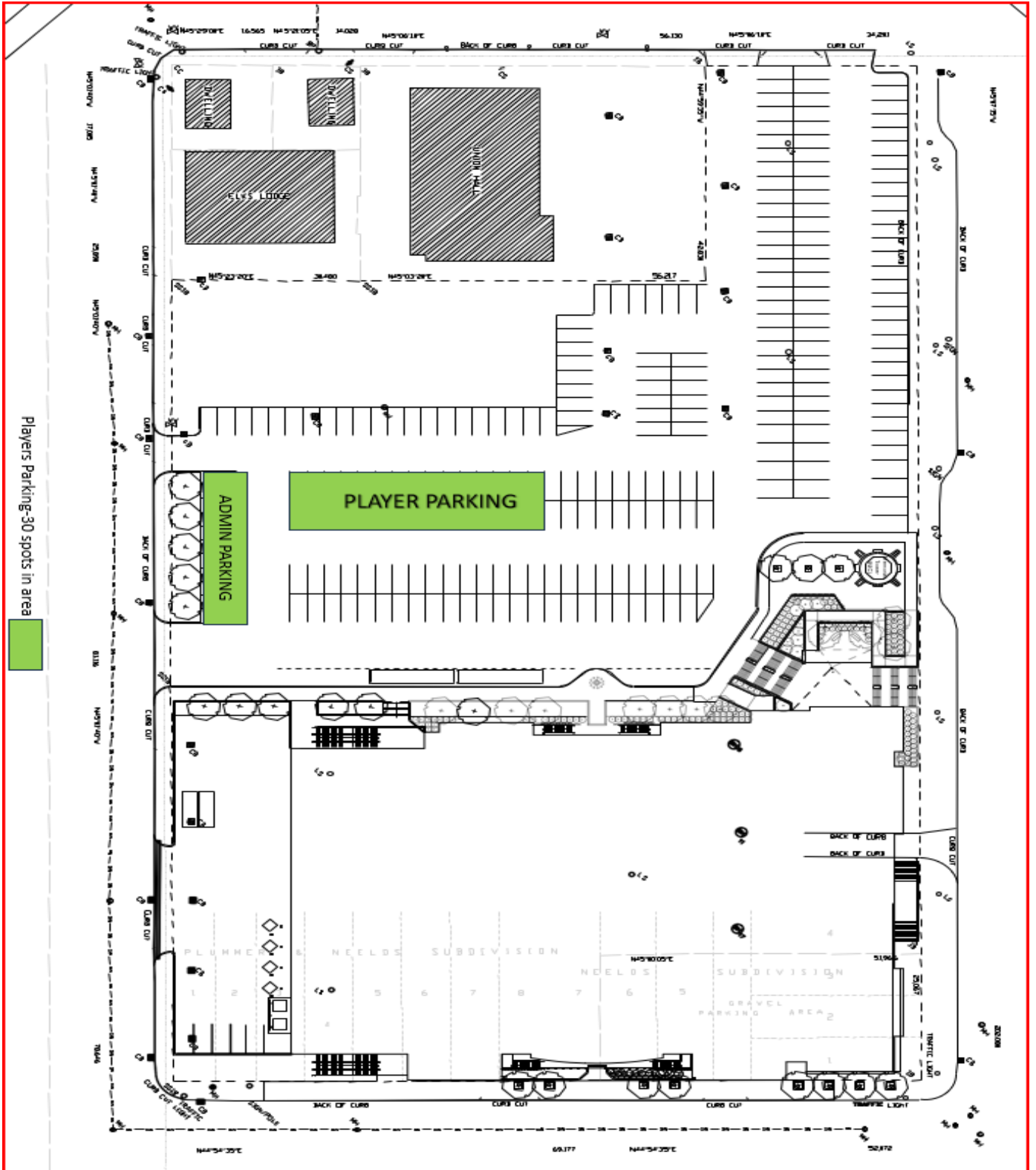
SCHEDULE A 2
Suite Level



SCHEDULE A 3
Concourse Level



SCHEDULE A 4 Parking Lot Area



Schedule "B" - Revenue Sharing based on Gross Revenues

<u>Revenue Source</u>	<u>City</u>	<u>Soo Greyhounds</u>
1. Tickets Sales		
Net Revenues Split (based on gross gate receipts excluding fees and surcharges, net of taxes)	10%	90%
2. Concessions Including Beer	90%	10%
3. Advertising - All Areas, Equipment, Products, Items and Articles as set out in Clause 11(a)	10%	90%
4. Merchandise	0%	100%
5. Building Facility - Naming Rights	100%	0%
6. Parking	100%	0%
7. Suite Lease	80%	20%
8. Pouring Rights	100%	0%

Upon expiration of the Videoboard Scoreboard - Purchase and Use Agreement entered into between the parties on February 3, 2020, advertising listed therein shall form part of section 3 of this Schedule "B".

SCHEDULE C

PURCHASE AND USE AGREEMENT

THIS AGREEMENT made this 3rd day of February, 2020.

BETWEEN:

THE CORPORATION OF THE CITY OF SAULT STE. MARIE

(the "City")
OF THE FIRST PART

-and-

SOO GREYHOUNDS INC. (carrying on business as SOO GREYHOUNDS HOCKEY CLUB)

(the "Soo Greyhounds")
OF THE SECOND PART

WHEREAS The Corporation of the City of Sault Ste. Marie (the "City") is the owner and operator of the lands and premises located at 269 Queen Street East, Sault Ste. Marie, Ontario, known as the GFL Memorial Gardens (the "Centre");

AND WHEREAS at the City Council meeting held on October 7, 2019, a resolution was passed granting approval for the City to move forward with issuing a Request for Proposal (RFP) for the replacement of the Video Scoreboard at the Centre;

AND WHEREAS the RFP was publicly advertised and proposals were subsequently evaluated by a committee comprised of the Director of Community Services of the City; the President & Governor of the Soo Greyhounds, Staff from Community Services – Community Development & Enterprise Services of the City; Staff from the City's Legal Department of the City and Staff from the Purchasing Division – Corporate Services of the City (collectively the "RFP Evaluation Committee");

AND WHEREAS the RFP Evaluation Committee has by consensus selected OES Inc. of London, Ontario as the successful RFP proponent for the new Video Scoreboard at the Centre and various Ancillary Items, the particulars, specifications and costing of which are set out in Schedule "A" to this Agreement (referred to herein as the "Video Scoreboard and Ancillary Items");

AND WHEREAS the Soo Greyhounds have agreed to reimburse the City the costs associated with the purchase and installation of a new Video Scoreboard and Ancillary Items, along with any necessary hardware, software, equipment and matters ancillary to facilitate the use and operation of same at the Centre to a maximum amount as set out in Section 3.1(a)(b) and 3.4 (a)(b) herein;

AND WHEREAS the parties hereto have agreed to the following terms and conditions regarding the ownership, use, operation and maintenance of the new Video Scoreboard and Ancillary Items for the Centre;

NOW THEREFORE WITNESSETH THAT in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the City and Soo Greyhounds agree as follows:

1.0 OWNERSHIP OF NEW VIDEO SCOREBOARD AND ANCILLARY ITEMS

- 1.1 The City shall purchase the new Video Scoreboard and Ancillary Items as set out in Schedule "A" to this Agreement for the Centre. The City shall at all times be and remain the owner of the new Video Scoreboard and Ancillary Items.
- 1.2 As owner, the City shall retain all warranty rights in the new Video Scoreboard and Ancillary Items as provided by OES Inc.
- 1.3 The Soo Greyhounds acknowledge and agree that it has no right, title or interest in the new Video Scoreboard and Ancillary Items other than as set out in this Agreement, and that all rights, title and interest in the new Video Scoreboard and Ancillary Items shall rest with the City.

2.0 TERM

- 2.1 This Agreement shall be for a term of ten (10) years, commencing February 3, 2020 and ending ten (10) years after the new Video Scoreboard and Ancillary Items have been fully installed at the Centre. Installation of the new Video Scoreboard and Ancillary Items is expected to be completed during the summer of 2020, after the completion of the 2019-2020 hockey season.

3.0 PAYMENT FOR NEW VIDEO SCOREBOARD AND ANCILLARY ITEMS

- 3.1 The Soo Greyhounds shall reimburse the City the actual costs associated with the purchase and installation of a new Video Scoreboard and Ancillary Items, along with any necessary hardware, software, equipment and matters ancillary to facilitate the use and operation of same at the Centre, specifically set out as follows:
 - (a) subject to Section 3.4 below, the Video Scoreboard and Ancillary Items and installation costs for same as set out in Schedule "A" to this Agreement, the total cost of which shall be no more than Five Hundred Sixty Thousand Dollars (\$560,000) plus any applicable taxes; and
 - (b) any "necessary costs" which shall include only those costs associated with any hardware, software, equipment and matters ancillary to facilitate the use and operation of the new Video Scoreboard and Ancillary Items at the Centre, which shall proceed by way of Change Order (if any) issued by the City during the installation process. The parties hereto acknowledge and agree that "necessary costs" as set out herein do not include the costs for any extra purchases that are optional or that the City may desire but shall include only those costs that are actually necessary for the use and operation of the new Video Scoreboard and Ancillary Items at the Centre.
- 3.2 In the event of a Change Order as set out in Section 3.1(b), the City shall provide the Soo Greyhounds with full particulars and costs associated with same and receive the prior authorization of the Soo Greyhounds for such Change Order. The parties hereto acknowledge and agree that in the event such Change Order is approved, that it will be pursued as reasonably and cost effectively as possible.

- 3.3 The City shall provide the Soo Greyhounds with a copy of all invoices and proof of payment associated with each Change Order (if any).
- 3.4 In the event that there are enhancements and/or additional features (collectively "Enhancements") available for the Video Scoreboard and/or Ancillary Items of interest to both the City and Soo Greyhounds to purchase, the parties agree:
- (a) that the written consent of both the Soo Greyhounds and the City is necessary for the purchase of any such Enhancements; and
 - (b) the Soo Greyhounds shall reimburse the City the total costs of any Enhancements and their installation purchased as set out herein.
- 3.5 The Soo Greyhounds shall reimburse the City the total costs as set out in Section 3.1(a), 3.1(b) and 3.4(a) and 3.4(b), plus any applicable taxes, and net of any rebates or credits received by the City. The payment referred to herein shall be made by the Soo Greyhounds to the City to be consistent with the payment terms of OES Inc., specifically as follows:
- (a) on or before the purchase order is issued for the Video Scoreboard and Ancillary Items by the City, a Deposit representing fifty (50%) of the cost of the Video Scoreboard and Ancillary Items, specifically Two Hundred Eighty Thousand (\$280,000.00);
 - (b) in the event that a Change Order is required and approved by the Soo Greyhounds, payment for any Change Orders up to the sum of Twenty Thousand (\$20,000) Dollars to cover any amount that may proceed by Change Order as set out in Section 3.1(b), 3.2 and 3.3 of this Agreement;
 - (c) in the event the parties agree and authorize the purchase of any Enhancements, the Soo Greyhounds shall, on or before the purchase of any Enhancement is authorized, reimburse the City the total costs of any such Enhancements and their installation; and
 - (d) the balance of the total costs as set out in Section 3.1(a) and 3.1(b) plus any applicable taxes upon commissioning of the new Video Scoreboard and Ancillary Items as per the requirements of OES Inc.

4.0 OPERATION OF THE NEW VIDEO SCOREBOARD AND ANCILLARY ITEMS

(A) VIDEO SCOREBOARD

- 4.1 The Soo Greyhounds shall ensure that its technician(s) obtain(s) all necessary training and experience to operate the new Video Scoreboard. The Soo Greyhounds shall ensure that new Video Scoreboard is operated at all times in accordance with all manufacturer's specifications and in a prudent manner and shall not do anything to cause damage or otherwise impact any warranty provisions for the new Video Scoreboard.
- 4.2 The Soo Greyhounds shall have the exclusive use of the new Video Scoreboard for all Soo Greyhounds hockey games, including regular season and playoff games.

4.3 The parties hereto acknowledge and agree that the new Video Scoreboard shall be made available to the City and any User Groups of the Centre who have contracted with the City to hold an event at the Centre and have requested use of the new Video Scoreboard, on the following terms and conditions:

- (i) a fee of Five Hundred (\$500.00) Dollars per event plus the reasonable costs of a technician (if so required) shall be passed onto and be payable by any User Group of the Centre who requests use of the new Video Scoreboard for their event. The City shall thereafter remit the fees billed and collected as set out herein to the Soo Greyhounds following completion of the event;
- (ii) in the event that the City holds a City sponsored event, the fee referred to in Section 4.3(i) is not applicable, however, the City agrees to re-imburse the Soo Greyhounds for the cost associated with operating the new Video Scoreboard at the request of the City;
- (iii) in the event that the City chooses to broadcast any out of town games related to the Soo Greyhounds (ie. Regular season, playoffs, special games, etc.), the fee referred to in Section 4.3(1) is not applicable however the Soo Greyhounds shall be re-imbursed for the costs of operating the new Video Scoreboard at the request of the City. Furthermore, nothing in this section is intended to limit the broadcast rights held by the Soo Greyhounds for any of its broadcasts including radio, television, and internet and
- (iv) the Soo Greyhounds cannot guarantee that its video technician will be available at any or all times that such services are requested by the City and/or its user groups. The Soo Greyhounds shall use its reasonable best efforts to ensure that a qualified technician is available at dates and times requested of City and/or User Group with reasonable notice of such events at the Centre and for any City sponsored event. In the event that a video technician of the Soo Greyhounds is not available, the City may arrange for a video technician to operate the Video Scoreboard and operate same on behalf of the City and/or User Group.

(B) ANCILLARY ITEMS

4.4 The Soo Greyhounds shall have the exclusive use of the Ancillary Items for all Soo Greyhounds hockey games, including exhibition, regular season and playoff games.

4.5 For any other events and use of the Centre, the City and/or relevant User Group may, at no charge, operate the OES Fixed Digit Hockey Scoreboard (hereinafter referred to as the "Auxiliary Clock").

5.0 MAINTENANCE

5.1 The City shall be responsible for all maintenance obligations regarding the new Video Scoreboard and Ancillary Items and shall keep same in a clean, maintained and good working order so that the new Video Scoreboard and Ancillary Items function as intended.

5.2 In the event of a Force Majeure as per section 8 of this Agreement and that a Major Repair is required to the new Video Scoreboard and/or an Ancillary Item(s), which is defined as a repair which, after Warranty coverage, would cost Twenty Five Thousand (\$25,000.00) Dollars or greater, the parties acknowledge and agree that the process set out in Section 8.0 of this Agreement is applicable herein.

6.0 ADVERTISING

- 6.1 The City and the Soo Greyhounds are parties to an Agreement made the 1st day of May, 2006 and authorized by City By-law 2006-124 for a term of twenty (20) hockey seasons covering the 2006-2007 through to 2025-2026 hockey seasons, and terminating ninety (90) days after the Soo Greyhounds play their last home game, including play-off games of the 2025-2026 hockey season (the "2006 Agreement"). Sections 11, 12 and Schedule "B" of the 2006 Agreement are hereby amended only as it relates to Advertising Opportunities for the new Video Scoreboard as follows:
- (a) the Soo Greyhounds are entitled to market and sell advertising on the new Video Scoreboard with the prior written consent of the City, which consent will not be arbitrarily or unreasonably withheld;
 - (b) the Soo Greyhounds are responsible for the production and display of all their advertising on the new Video Scoreboard;
 - (c) the advertising rights herein only extend to the Soo Greyhounds' league games (exhibition, regular season and playoff);
 - (d) notwithstanding that pursuant to Item 3 "Advertising – All Areas" of Schedule "B" to the 2006 Agreement which provides that the City is entitled to ten (10%) percent of the total annual revenue stream from all advertising on a Videoboard at the Centre, the parties hereto acknowledge and agree that the City shall for the term of this Agreement forgo the annual ten (10%) percent annual revenue stream only from advertising on the new Video Scoreboard. The City shall continue to receive its annual ten (10%) percent annual revenue from all other advertising in accordance with the 2006 Agreement, other than any advertising on the new Video Scoreboard.
 - (e) At the end of the ten year period of this Agreement, revenue sharing between the Soo Greyhounds and the City related to the advertising on the Video Scoreboard shall be governed by the Agreement that is in effect between the City and the Soo Greyhounds governing the relationship on all matters pertaining to the Centre at that time.
 - (f) The Parties further acknowledge and agree that, subject only to s. 6.2, the City may not enter into agreements that grant advertising rights to any party that conflict with the rights granted to the Soo Greyhounds without prior consent and compensation terms approved by the Soo Greyhounds.
- 6.2 The parties further acknowledge and agree that the City and GFL Environmental Inc. are parties to a "Naming Advertising and Sponsorship Agreement" dated July 16, 2018. The Soo Greyhounds acknowledge Section 8(c) of the City/GFL Naming Rights Agreement and confirm that:
- (a) the Arena's name "GFL Memorial Gardens" shall be placed on the new Video Scoreboard or displayed thereon), in a manner satisfactory to GFL Environmental Inc.; and
 - (b) no competitor of GFL Environmental Inc. shall be advertised on the new Video Scoreboard or Ancillary Items.

7.0 INSURANCE AND INDEMNITY

7.1 The City and the Soo Greyhounds acknowledge and agree that each has and shall maintain necessary comprehensive General Liability insurance for a minimum of Five Million (\$5,000,000.00) Dollars per occurrence, insuring all claims for damage to property, personal injury or death which may arise from their operations under this Agreement. Each party shall provide the other party with a Certificate of Insurance and proof of insurance upon request. It is further understood and agreed that the coverage provided by these policies will not be changed, amended or cancelled by a party to this Agreement until thirty (30) days after written notice has been delivered to and acknowledged by the other party.

7.2 The Soo Greyhounds shall fully indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any losses, costs (including without restriction, legal costs on a substantial indemnity basis), liabilities and expenses incurred by the City because of any demand, action or claim brought against the City and any loss of or damage to property, personal injury or death or any other losses, costs, expenses, damages, or liabilities suffered or sustained in relation to or in connection with:

- (a) the Soo Greyhounds operation of the new Video Scoreboard and/or any Ancillary Item;
- (b) the Soo Greyhounds advertising on the new Video Scoreboard and/or any Ancillary Item, including but not limited to any claim for breach of trademark or copyright, personal injury, etc.,

except to the extent that such damages, losses, costs, liabilities, expenses, actions, claims, injuries or deaths result from the negligence or willful misconduct of the City (including its elected officials, officers, employees, agents and contractors) or those whom the City is responsible in law.

7.3 The City will from time to time and at all times hereafter save, defend and keep harmless and fully indemnify the Soo Greyhounds from and against all actions, suits, claims executions and demands of any nature whatsoever which may be brought against or made upon the Soo Greyhounds from and against all losses, costs, charges, damages, liens, and expenses which may be sustained, incurred or paid, by the Soo Greyhounds by reason or on account or in consequence of, or arising out of any act or omission by the Centre or the City under this Agreement.

7.4 The City shall in no event be liable to the Soo Greyhounds by way of indemnity or by reason of any breach of the Contract or in tort or otherwise for loss of use of the new Video Scoreboard and/or any Ancillary Items, or any part thereof or for loss of production, loss of profit or loss of any contract, or for any indirect, special or consequential loss or damage that may be suffered by the Soo Greyhounds in connection with this Agreement and any advertising Agreements the Soo Greyhounds may have with third parties. To that end, the Soo Greyhounds shall fully indemnify and save the City harmless, including the City's elected officials, officers, employees, agents and contractors from and against any losses, costs (including without restriction, legal costs on a substantial indemnity basis), liabilities and expenses incurred by the City because of any demand, action or claim brought against the City for loss of production, loss of profit or loss of any contract, or for any indirect, special or consequential loss or damage regarding the new Video Scoreboard and/or any Ancillary Items.

8.0 FORCE MAJEURE

- 8.1 In the event that the new Video Scoreboard and/or any Ancillary Items are wholly, substantially or even partially destroyed/damaged and thereby rendered inoperable as a result of an act of God, fire or war, or any other cause beyond the City's control and which is not covered by applicable warranties and/or insurance, or in the event of a Major Repair as defined in Section 5.2 herein, the City shall within fifteen (15) days of such event:
- (a) Determine the cost of repairing or replacing the damaged Video Scoreboard and/or any Ancillary Item(s) and determine, with commercial reasonableness, if and when it will repair or replace same at its sole discretion; and
 - (b) Notify the Soo Greyhounds in writing of its decision.

Thereafter the parties hereto agree as follows:

- (a) The City hereby agrees to proceed with and incur the cost of repairs up to a maximum cost of Twenty-Five Thousand (\$25,000.00) Dollars for a single event as described in Section 8.1 herein if such repairs shall return the Video Scoreboard and/or Ancillary Item to good working condition, the determination of which shall be made by the City in its discretion acting reasonably;
- (b) In the event that the repairs cost greater than Twenty-Five Thousand (\$25,000.00) Dollars for a single event as described in Section 8.1 herein, and the City determines that it shall not repair or replace the new Video Scoreboard and/or any Ancillary Item pursuant to this Section of the Agreement, the City shall give the Soo Greyhounds fifteen (15) days to determine whether the Soo Greyhounds wish to incur the cost to undergo necessary repairs. In the event that the Soo Greyhounds decide to proceed with the repairs to the new Video Scoreboard and/or any Ancillary Item pursuant to this Section of the Agreement, the City agrees to pay the first Twenty-Five Thousand (\$25,000.00) Dollars for same and thereafter the Soo Greyhounds shall pay all remaining costs associated with such repair; and
- (c) In the event that that neither the City nor the Soo Greyhounds are willing to incur the cost of repair, this Agreement shall terminate immediately after the fifteen (15) day notice period as required under Section 8.1 herein expires.

Under no circumstances shall the City be liable to the Soo Greyhounds or any other third party for any loss of production, loss of profit or loss of any contract, or for any indirect, special or consequential loss or damage that may be suffered by the Soo Greyhounds as a result of same.

- 8.2 If the City determines that it will repair or replace the new Video Scoreboard and/or any Ancillary Item pursuant to this Section of the Agreement, the parties hereto acknowledge and agree that the City shall proceed forthwith to complete same. Under no circumstances shall the City be liable to the Soo Greyhounds or any other third party for any loss of production, loss of profit or loss of any contract, or for any indirect, special or consequential loss or damage that may be suffered by the Soo Greyhounds as a result of same.

9.0 NOTICE

- 9.1 Any notice required or permitted to be given under this Agreement shall be in writing and shall be given by:

- (a) delivering the notice personally;
- (b) forwarding by registered or certified mail to the postal address indicated below or such other address as may hereafter be designated in writing in accordance herewith; or
- (c) transmitted by facsimile or email to the facsimile number or email address indicated below:

In the case of the Soo Greyhounds:

Tim Lukenda
 President and Governor
 Soo Greyhounds Inc.
 C/O Soo Greyhounds Office
 269 Queen Street East
 Sault Ste. Marie, ON, P6A1Y9
timlukenda@soogreyhounds.com

In the case of the City:

Brent Lamming
 Director, Community Services
 Community Development & Enterprise Services
 The Corporation of the City of Sault Ste. Marie
 99 Foster Drive, Sault Ste. Marie, ON P6A 5X6
b.lamming@cityssm.on.ca

- 9.2 Notices delivered personally or transmitted by facsimile or by email shall be deemed to have been received when delivered. Notices forwarded by certified or registered mail shall be deemed to have been received four (4) days after mailing in the absence of a major interruption in postal service affecting the handling or delivery thereof, excluding Saturdays, next following the date of mailing.

10.0 TERMINATION

- 10.1 At the end of the Term, or earlier termination in the event Section 8 applies herein resulting in the termination of this Agreement, the City shall continue as owner of the new Video Scoreboard and Ancillary Items, and all advertising rights and privileges granted to the Soo Greyhounds pursuant to this Agreement shall cease. The parties agree to enter into negotiations regarding advertising and other opportunities that, if successful, may result in a new agreement between the parties.

11.0 GENERAL PROVISIONS

- 11.1 Any provisions of this Agreement prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition without invalidating the remaining terms and provisions hereof.
- 11.2 Neither this Agreement, the conduct of the City or the Soo Greyhounds, nor anything done by the City or the Soo Greyhounds pursuant to this Agreement shall make the parties partners or constitute them agents or employees of one another or impose any fiduciary duty, liability or obligation upon them except as herein expressly set forth.

- 11.3 Time shall be of the essence of this Agreement.
- 11.4 This Agreement constitutes the entire agreement among the parties and shall not be modified, amended or assigned except with the written consent of both parties. Granting such consent is in the sole discretion of the City and may be arbitrarily or unreasonably withheld.
- 11.5 This Agreement supersedes any prior representations, statements, or agreements, with respect to the subject-matter hereof with respect to the association between the City and the Soo Greyhounds. The parties agree that any such prior representations, statements, or agreements, if made were not material to the execution of this Agreement, or to the decision of either party to enter into this Agreement.
- 11.6 This Agreement and the rights, obligations and relations of the parties hereto shall be governed and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of such Province shall have exclusive jurisdiction to ascertain any action in connection with this Agreement.
- 11.7 In this Agreement, wherever the singular and masculine are used, they shall be construed as if the plural or the feminine or the neutral had been used, where the context or the party or parties so requires, and the rest of the sentence shall be construed as if the grammatical and terminological changes thereby rendered necessary had been made.
- 11.8 The Article headings in this Agreement are inserted only as a matter of convenience and in no way define, limit, or describe the scope and intent of any section of this Agreement or in any way effect it. All references to the term "Agreement" shall include the recitals, the Agreement and the Schedules appended hereto.
- 11.9 This Agreement may be executed in counterparts, each of which so executed shall be deemed an original, and such counterparts together shall constitute one and the same Agreement.
- 11.10 This Agreement shall enure to the benefit of and be binding upon the parties hereto, their respective heirs, successors, executors, administrators and permitted assigns and any reference to a right or an obligation of a party hereto shall be deemed to include a reference to such heirs, successors, executors, administrators and permitted assigns to the extent that the context requires.
- 11.11 No failure or delay by the City in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.
- 11.12 The parties have participated jointly in the negotiation and preparation of this Agreement. If any ambiguity or question of intent or interpretation arises with respect this Agreement the parties agree that it is their desire for this Agreement to be construed as if jointly drafted by the parties and no presumptions or burden of proof shall arise favouring or disfavouring any party by virtue of authorship of any of the provisions of this Agreement.

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

SIGNED, SEALED AND DELIVERED
in the presence of:

SOO GREYHOUNDS INC.

Carrying on business as "Soo Greyhounds
Hockey Club"

Per: 

Tim Lukenda, President & Governor

I have authority to bind the Corporation

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



MAYOR CHRISTIAN PROVENZANO
Acting Mayor - Sandra Hollingsworth



CITY CLERK - RACHEL TYCZINSKI

APPROVED BY
CITY OF SAULT STE. MARIE

BY-LAW# 2020-55

SCHEDULE A

GFL Memorial Gardens

File#2019CDE-CS-AR-09-P

OES Scoreboard - Option 1A - 6mm Solution	Price \$
Upper Ring, 4 LED curved faces, LED corner wedges, lower ring and lower vinyl skim Includes controllers, control room equipment, assembly, winch system & installation	\$529,464.00
Fixed Digit Scoreboard - Model 6200 Includes backlit sponsorship panel	\$ 7,310.00
Goal Lights (1 Set)	\$ 2,465.00
Locker Room Clocks (2) - Home & Guest	\$ 1,175.00
Retrofit existing shot clocks and time of day clocks	\$ 5,930.00
OES Replay Suite - Instant Replay software	\$ 12,300.00
Total Exclusive of HST	\$558,644.00
Addition of Locker Room Clocks (2) - Referee Rooms	\$1,175
Total Exclusive of HST (with Locker Room Clocks)	\$559,819.00