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License Agreement

Event #: 21793
Account #: 00010170

Tree Canada

2024 Canadian Urban Forest Conference

Any changes, additions, alterations, or deletions made to this agreement, as set forth and issued by the offices of the CENTRE, without the express written consent and agreement from the CENTRE, are prohibited, and will render this agreement null and void. Any changes to the agreement must be made by way of an Addendum to the agreement, to be issued by the CENTRE, and signed by CENTRE and LICENSEE.

This Agreement made Friday, July 3, 2020

BETWEEN: **The Convention Centre Corporation 375 York Avenue, Winnipeg, MB Canada R3C 3J3**

(hereinafter called "Centre")

OF THE FIRST PART

AND: **Tree Canada**
43 Eccles Street, Suite B
Ottawa, ON K1R 6S3

(hereinafter called "Licensee")

WITNESSETH:

A. In consideration of the covenants and agreements hereinafter set forth and subject to the faithful performance by LICENSEE of its obligations hereunder, CENTRE does hereby grant to LICENSEE and LICENSEE does hereby take from CENTRE, the right to use within the Winnipeg Convention Centre (hereinafter called the "Building") situated at the southwest corner of St. Mary Avenue and Carlton Street in the City of Winnipeg, in Manitoba, those areas designated in the Schedule A hereto, (being collectively hereinafter referred to as "designated areas"), for the time and the permitted uses and at the rates or cost all as set forth opposite each such designated area, in the Schedule A hereto to be used in accordance with the rules and regulations governing the use of the Building as prescribed by CENTRE from time to time.

B. LICENSEE hereby covenants and agrees with CENTRE:

1. To pay to CENTRE, at the office of the General Manager in the Building, and at the times required herein or in the Schedule A for the making of payments, all amounts due to CENTRE for the use of the designated areas, for any additional services, accommodations, equipment or materials furnished or rented to LICENSEE by CENTRE and for any damages determined in accordance with this agreement, all in lawful money of Canada by cash or certified cheque. LICENSEE shall be bound by all directions, requests and orders given to CENTRE by persons with apparent authority including, without restriction, LICENSEE'S designated representative(s).

2. To comply with the rules and regulations for the use of the designated areas as set forth in Schedule "B" annexed hereto and forming part hereof as the same may be amended from time to time.

3. To comply with all statutes, by-laws, rules and regulations of all federal, provincial, municipal and other authorities having jurisdiction over the use of the designated areas and the conduct of activities therein, including, without restriction, all requirements of any applicable fire code.

4. To obtain and pay for all necessary permits, certificates and licenses required by all authorities having jurisdiction and to pay all taxes applicable in connection with LICENSEE'S use of the designated areas.

5. All LICENSEES, including those primarily in the business of providing financial services, shall refer to and use the name RBC Convention Centre Winnipeg in all advertising, promotion and announcements pertaining to the use of the facilities of CENTRE in accordance with this agreement.

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6. To arrange through the CENTRE and to pay for all doormen, watchmen, guards, ticket sellers, ticket takers, security, stagehands, ushers, guides and other personnel that are required, in the discretion of the CENTRE, to effectively and appropriately staff the designated areas.

7. LICENSEE is obligated to use the CENTRE, as ticket agent, for onsite and advance ticket sales to public events held in the facilities of the CENTRE. LICENSEES wishing to sell advance tickets through other channels must obtain prior written approval from the CENTRE. The CENTRE has a first and paramount lien on all box office receipts for any sums due it under this agreement and shall have the right to retain so much of same as shall be necessary to discharge the LICENSEE'S obligations under this agreement. All ticket sales whether advance or onsite are subject to Clause 3 Schedule B and Schedule C.

8. Where LICENSEE proposed to charge admission prices, the prior approval of CENTRE for any such admission prices must be obtained. Where prior approval is obtained from CENTRE for the sale of tickets by LICENSEE, CENTRE reserves the right to specify form, stock, and size of tickets. LICENSEE must provide to the CENTRE a duly certified manifest specifying the type and quantity of tickets printed and provide CENTRE with a certified copy of a ticket report for each performance for which tickets are sold, and such manifest and ticket report shall be in such form and contain such information as CENTRE shall require.

9. To provide for every seated performance, unless CENTRE otherwise agrees, in advance, at least one intermission of no less than twenty minutes duration, and to provide to CENTRE at no cost to CENTRE, for monitoring purposes such number of tickets not exceeding 40 as CENTRE shall require for each performance or event to which the public is admitted.

10. Where any public performances contemplated under this agreement are centered around the personal appearance or appearances of any "big name" box office personalities or stars, to permit no substitution for such personalities or stars without the prior written consent of CENTRE.

11. To obtain the prior written consent of CENTRE to the issuance of any complimentary tickets and advertising passes and to the provision of discount prices and to performance times.

12. To be responsible for paying for the persons who shall staff the Building and designated areas during any public or private event or performance including, without restriction, ticket sellers, ticket takers, stage hands, guards, electricians, ushers, public address equipment operators, public address announcers and such others as may come into contact with the general public before, during and after such event or performance; and CENTRE reserves the right to regulate the qualifications and numbers of such persons.

13. To be responsible for paying the CENTRE for a person to operate the South East public elevator, for any show or event held on the third floor that, by way of charge or ticket or free admission, is open to the public. LICENSEE is responsible to pay for an elevator operator during all such show or event hours, and for a minimum of one-half hour after the close of such show or event, for each day the event is open to the public.

14. To take good care of the Building during the term of this agreement, to be responsible for any damages caused by LICENSEE'S use of the Building, to make no changes or alterations in the designated areas without prior written approval of CENTRE and at the conclusion of the term of this license to deliver up possession of the designated area to CENTRE in the same condition in which such areas were found at the commencement of such possession, reasonable wear and tear only excepted. LICENSEE shall pay to CENTRE on demand (a) the cost of any repairs required to be made to the Building or the designated areas as a result of the use thereof by LICENSEE or its agents, employees, contractors, patrons, guests, invitees or any other persons admitted to the designated areas or the Building by LICENSEE, (b) the cost of removing and storing the property referred to in Paragraph 22 hereof, and (c) any additional rental referred to in Paragraph 21 hereof. LICENSEE shall be responsible for the expense of an operator to man the Buildings telephone switchboard, during show hours occurring on weekends and occurring after 5:00 p.m., Monday through Friday.

15. Not to permit the floors, walls, ceilings and other areas of the Building or the designated areas or any furnishings or fixtures therein to be painted or have applied to them any permanent covering.

16. Not to bring into the building or the designated areas any vehicles or animals without the prior consent of CENTRE'S management.

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17. Not to admit to any designated area a larger number of persons than the seating capacity thereof will accommodate or a larger number of persons that can safely or freely move about the designated areas and to accept CENTRE'S decision in this regard as final.

18. To keep all doors, stairways or openings that reflect or admit light into any place in the Building and all lighting attachments free from coverings and obstructions except during 'black out' or 'strobe-effect' events, and then, only in such manner as prescribed by CENTRE and/or the Winnipeg Fire Department.

19. Not to in any way obstruct, annoy or interfere with other licensees, invitees or tenants in the building.

20. Not to use, put up or operate any engine, motor or machinery in the Building or designated areas or use oils, burning fluids, kerosene, naphtha, propane gas or other flammable liquids for any purpose or use any agent other than electricity for illuminating the designated areas without the prior consent of the CENTRE.

21. To assume full responsibility for the character, acts and conduct of all persons admitted to the Building or the designated areas or any portion thereof with the consent of LICENSEE or by or with the consent of any person acting for or on behalf of LICENSEE and LICENSEE agrees to have on hand at all times and at its own expense, a sufficient number of watchmen as required and requested by CENTRE for the regulation of traffic, maintenance of order and protection of persons and property.

22. To be fully responsible for any property brought into the Building or the designated areas by LICENSEE and shall remove such property from the Building and the designated areas at the expiration of the term of this agreement. CENTRE shall have the right to remove from the Building and to store all effects remaining therein after the date and hour specified for termination of this license, at the cost, risk and expense of LICENSEE and to charge additional rental for any period after such specified termination during which any such property remains in the Building.

23. Not to permit any performance, exhibition or entertainment to be given or held in the Building which shall be objectionable to CENTRE.

24. To pay for any water, light, power or gas consumed in addition to that expressly agreed to be provided by CENTRE and to pay to CENTRE for any additional services, accommodation or material furnished or provided by CENTRE, such sum as may be estimated by CENTRE'S management to be due and the decision of such management shall be final and conclusive as between the parties hereto, and to pay the cost of the installation of the same using only CENTRE'S personnel or such contractor or contractors as have been arranged for or approved of by CENTRE'S management for the installation and service of any of the foregoing.

25. To pay CENTRE'S solicitor's fees incurred in enforcing any obligation of LICENSEE hereunder.

26. To permit nothing to be done in the Building or in the designated areas likely to endanger persons or property and promptly take all steps which may reasonably be required by CENTRE or its management to protect persons or property.

27. To prevent the premises from being used for lodging rooms or for any immoral, improper or objectionable purpose.

28. Not to conduct, or to permit to be conducted, in the building or designated areas, any radio, television broadcasting, or video tape production without prior written authorization from CENTRE. CENTRE reserves all rights to broadcasting, televising, and video production. If broadcasting, televising, or video tape production is being considered by LICENSEE, the CENTRE must be advised in writing in advance. All expenses incurred in radio or television broadcasting and video tape productions are the responsibility of the producing company or LICENSEE. The CENTRE reserves the right to assess charges to LICENSEE for use of facility for broadcasting or video tape production.

29. Not to make in the Building or in any of the designated areas any announcement or distribute any literature or post any window card, show card or other like display pertaining to events or performances to be conducted in other facilities, whether or not in the City of Winnipeg, without the prior written consent of CENTRE.

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30. Not to sell or permit the sale or free distribution of any concessionable items without the prior written consent of CENTRE.

31. To indemnify and hold CENTRE harmless from and against any and all claims, demands, damages and expenses, whatsoever, including any claims or liability for compensation under The Worker's Compensation Act and other laws arising out of injuries sustained by any employee of LICENSEE or of any contractor or sub-contractor of LICENSEE, together with solicitors' fees of CENTRE for the defense thereof, arising from the use of the Building and the designated areas by LICENSEE or from any act or negligence of LICENSEE, its agents, employees or visitors in or about the Building or any designated areas thereof, or of the lawns, terraces, sidewalks, stairways or parking areas within or appurtenant to the Building.

32. To assume all costs arising from the use of patented, trade marked or copyrighted materials, equipment, devices, processes or dramatic rights used on or incorporated in the use of the Building and designated areas by LICENSEE and to pay when due all royalties, license fees and other charges accruing or becoming due to any person, firm, corporation or association by reason of any music, either live or recorded, or other entertainment of any kind or nature being played, staged or produced by LICENSEE, its agents, servants, employees or sub-licensees, upon or within the Building or the designated areas and LICENSEE agrees to indemnify and save harmless CENTRE, its agents and employees, against any and all such claims and charges and to defend at its own expense and all such claims and charges.

33. **Copyright License Fees**

a) SOCAN:
The Society of Composers, Authors and Music Publishers of Canada, (SOCAN) is a performing rights society empowered to collect license fees on behalf of members, composers, authors and music publishers in accordance with the Copyright Act. Pursuant to a license agreement between the CENTRE and SOCAN, the Centre is obligated to collect SOCAN license fees, in accordance with applicable tariffs, from all LICENSEES and users of the facility in respect of the performance of musical works on the premises which are arranged for or authorized by the LICENSEE.

b) Re:Sound:
Re:Sound is a music licensing company empowered to collect license fees on behalf of artists and record companies in accordance with the Copyright Act. Pursuant to a License Agreement between the CENTRE and Re:Sound, the CENTRE is obligated to collect Re:Sound License Fees, in accordance with applicable tariffs, from all LICENSEES and users of the facility with respect to the performance in public of published sound recordings embodying musical works and performers' performances of such works on the premises which are arranged for or authorized by the Licensee.

34. Not to do or permit to be done anything in or upon any portion of the Building or the designated areas or bring or keep anything therein or thereupon which will in any way conflict with the conditions of any insurance policy upon the Building or any part thereof that will in any way increase the rates of any insurance upon the Building or the property kept therein or in any way conflict with the laws relating to fires or the regulations of any authority having jurisdiction over the same.

35. Any changes, additions, alterations, or deletions made to this agreement, as set forth and issued by the offices of the CENTRE, by any person, organization, company, or corporation, without the express written consent and agreement from the CENTRE, are prohibited and shall render this agreement null and void.

36. The Centre is a public location where people are present. This provides an inherent risk of exposure to corona viruses. The CENTRE cannot guarantee that the LICENSEE or their guests will not be exposed during the LICENSEE's event.

C. CENTRE hereby covenants and agrees with LICENSEE:

1. To permit LICENSEE, upon the faithful performance of the terms of this agreement, to peaceably and quietly have, hold and enjoy the use of the designated areas for the term as set out in the Schedule A hereto.

2. To furnish at CENTRE'S expense all normal utilities which may be used in the designated areas, including normal illumination, heat, air conditioning and water.

3. To furnish at CENTRE'S expense light from such lighting equipment only as is at present installed in each of the designated areas

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(provided, that track spot lights, portable theatrical stage lighting and super trouper spot lights may be made available to LICENSEE by CENTRE on a rental basis).

4. To furnish a clean Building and/or designated areas ready for use by LICENSEE at the time and hour provided in the Schedule A and to maintain the designated areas in a clean condition and provide and pay for janitorial services to all public areas of the Building, provided, however LICENSEE shall be responsible for cleaning booths, it being the responsibility of CENTRE to clean aisle ways and other public areas only.

D. It is mutually agreed by and between the parties hereto:

1. To abide by CENTRE'S Rules and Regulations as outlined in Schedule B.

2. CENTRE reserves the right to make its own arrangement with professional touring shows relative to the sale and distribution of souvenir programs, recording tapes, phonograph records, souvenirs and other concessionable items of whatsoever kind or nature and LICENSEE must advise any touring company it represents of the contents of this provision, and provide CENTRE with a copy of such written advice.

3. CENTRE reserves the right to use such portion of the Building and designated areas as may be deemed desirable for concession purposes and LICENSEE will not be charged for any such portion so reserved and such reserved portions will be so located by CENTRE as not to interfere with LICENSEE'S use of the designated areas.

4. CENTRE may at all times enter into and upon the designated areas for the purpose of enforcing the covenants contained in this agreement and for the purposes of inspection and examination to satisfy itself that all covenants herein are being observed, including the right of such representatives to be in attendance, without charge, during and throughout any event, exhibition or performance held in any of the designated areas.
5. CENTRE reserves the right to make any announcements or distribute any literature to any audience in the designated areas concerning future attractions held therein, whether such attractions are under the auspices of CENTRE or not.

6. If the use of any of the designated areas by LICENSEE shall be prevented by municipal or governmental action, strike, riot, act of God or destruction of the Building or any other cause beyond the control of CENTRE, then CENTRE agrees to return to LICENSEE any payments then made to CENTRE with respect to the periods affected and neither party shall have any further claim against the other.

7. If the Building or any of the designated areas or any portion thereof shall become vacant or abandoned during the term of this agreement, CENTRE or any of its designated representatives, may re-enter the same either by force or otherwise without any liability therefore and may, at its option re-let the designated areas or any portions thereof as agent of LICENSEE and receive the rent therefore, applying the same first to the payment of such expenses as may be incurred in the re-letting of the designated areas or portions thereof, and then to the payment of monies due to CENTRE pursuant to this agreement, with the surplus, if any, to be paid over to LICENSEE. LICENSEE covenants and agrees to pay to CENTRE on demand the balance required to be paid to CENTRE after applying as aforesaid the net revenue from such re-letting; but nothing herein contained shall be construed as imposing any obligation on CENTRE to re-let the designated areas or any of them or as in any way affecting the obligations of LICENSEE to pay the full amount due to CENTRE in case the designated areas or any of them shall not re-let.

8. In case the Building or any designated area therein shall be destroyed or damaged by fire or any other cause, or if any casualty or unforeseen occurrence shall render the fulfillment of this agreement by CENTRE impossible, then and thereupon this agreement shall terminate and LICENSEE shall pay rental for the designated areas only up to the time of such termination at the rates herein specified, and LICENSEE hereby waives any claim for damages or compensation should this agreement be terminated provided, however, that this paragraph shall not be construed to be a waiver by CENTRE of any rights it may have against LICENSEE to recover damages as a result of such fire or other cause.

9. In the receipt, handling, care or custody of property of any kind shipped or otherwise delivered to the Building either prior to, during or subsequent to the term of this agreement, CENTRE is acting for the accommodation and sole benefit of LICENSEE and shall not be liable for any loss, damage or injury to such property, unless caused by the gross neglect or bad faith of CENTRE.

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10. CENTRE shall have the sole right to collect and have custody of all articles left in the Building by persons attending any function held in the Building or any designated area, and LICENSEE shall turn over to CENTRE all such articles found in the Building.

11. All deposits paid to CENTRE by LICENSEE are non-transferrable and non-assignable.

12. If LICENSEE cancels the event or performance that is the permitted use for which this agreement was entered into, then either CENTRE or LICENSEE, upon notice in writing given to the other of them, may terminate this agreement forthwith and in that event:
    (a) all monies paid as deposit by LICENSEE shall be forfeited to CENTRE, and
    (b) unless CENTRE and LICENSEE have by writing otherwise mutually agreed, LICENSEE shall pay to CENTRE upon demand all loss, cost, damage, interest and expense sustained or incurred by CENTRE as a result of the cancellation and consequent termination of this agreement.

13. It is understood and agreed that in the event of any default or non-performance hereunder, or breach of the provisions of this agreement by CENTRE, the liability of CENTRE therefore shall be limited to the return to LICENSEE of the unearned rates paid to CENTRE by LICENSEE under this agreement.

14. PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT (P.I.P.E.D.A)
    LICENSEE hereby extends permission for CENTRE to collect, maintain, and use LICENSEE'S information for the purposes of:
    (a) contacting LICENSEE by mail, fax, telephone or e-mail concerning any matter associated with this event, or any future event at the CENTRE's facility.
    (b) maintaining internal records related to LICENSEE'S event.
    (c) disclosing of LICENSEE information to third parties for:
    - securing and establishing any credit arrangements;
    - for providing LICENSEE with contract services which may be required at LICENSEE' s event;
    - and for any other purpose which may be deemed necessary by CENTRE
    The CENTRE is committed to protecting LICENSEE's information from unauthorized use and access while such information is in our care, and when such information is disclosed to third parties, in accordance with the CENTRE's Policy and with the Act.
    The LICENCEE, upon execution of signatures to this agreement, acknowledges and consents to the collection, use and disclosure of LICENSEE's information by the CENTRE and by third parties in accordance with the provisions outlined herein.

15. This agreement contains the entire contract between the parties and cannot be changed or supplemented except by a written agreement by both parties.

16. It is understood and agreed that LICENSEE named herein is the real party in interest and LICENSEE is not acting for or on behalf of an undisclosed principal and should it hereafter appear that LICENSEE is not the real party in interest, that fact shall be grounds for permitting CENTRE to immediately cancel this agreement and any remaining portion of the term of the license hereunder without liability on the part of CENTRE except for the return of any unearned portion of the rates.

17. Any notice, demand or advice required or permitted to be given hereunder shall be in writing and shall be given by being personally delivered to the party or an officer of the party to whom the same is so be given, or by being mailed by registered mail, postage prepaid, addressed to the party to whom the same is to be given as follows;

18. The Convention Centre Corporation owns and operates the RBC Convention Centre Winnipeg, and all contracts entered into between the CENTRE and LICENSEE shall be with the Convention Centre Corporation.

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IN WITNESS WHEREOF THE CONVENTION CENTRE CORPORATION and LICENSEE have executed these presents in duplicate the day and year first above written:

Tree Canada	**THE Convention Centre Corporation**
Per: _____	Per: Patrick Hauta, Sales Manager
Print Name	
Title	
_____	_____
Authorized Signature of Person who has the Authority to bind Licensee	Authorized Signature of Person who has the Authority to bind the CENTRE
Date: _____	Date: July 3, 2020

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2024 Canadian Urban Forest Conference

Schedule A

Acct Rep: Patrick Hauta
Direct: 204-957-4527
Main: 204-956-1720

Evt Coord: Sara Shyiak
204-957-4583
204-957-4583

Client: Ken Nawolsky

Space Rental Charges

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

Booked Function Space	Start	End		Amount
Tuesday, October 15, 2024				
Rooms 2GH	7:00 am	4:00 pm	Tree Canada (Pre Conference)	$2,100.00
Room Rental reduced from $4200 plus tax to $2100 plus tax based on the room being used for lunch service for the group				
Room 2F	7:00 am	6:00 pm	Tradeshow - Set Up	$1,050.00
Cecil Richards Suite	7:00 am	7:00 pm	Board Meeting	$525.00
President's Boardroom	7:00 am	12:00 am	Conference Office	$0.00
Provided on a complimentary basis for use as a Conference Office				
VIP Salon	7:00 am	12:00 am	Speaker Ready Room	$0.00
Provided on a complimentary basis for use as a Speaker Ready Room				
Rooms 2GH	4:00 pm	6:00 pm	Tradeshow - Set Up	$0.00
Room 2FGH	6:00 pm	12:00 am	Opening Reception	$0.00
Wednesday, October 16, 2024				
Room 2FGH	12:00 am	12:00 am	Tradeshow	$3,000.00
Room Rental reduced from $6000 plus tax to $3000 plus tax based on the room being used for lunch service for the group				
President's Boardroom	12:00 am	12:00 am	Conference Office	$0.00
Provided on a complimentary basis for use as a Conference Office				
Meeting Room 1,13	7:00 am	11:00 pm	Session 1	$1,525.00
Meeting Room 2	7:00 am	11:00 pm	Session 2	$1,525.00
Meeting Room 3	7:00 am	11:00 pm	Session 3	$1,525.00
Meeting Room 4-8	7:00 am	12:00 am	Plenary	$4,095.00
Presentation Theatre	7:00 am	11:00 pm	Session 4	$1,525.00
VIP Salon	12:00 am	12:00 am	Speaker Ready Room	$0.00
Provided on a complimentary basis for use as a Speaker Ready Room				

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204-957-4583

Client: Ken Nawolsky

Space Rental Charges (Continued)

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

Booked Function Space	Start	End		Amount
Thursday, October 17, 2024				
Room 2FGH	12:00 am	12:00 am	Tradeshow	$3,000.00
Room Rental reduced from $6000 plus tax to $3000 plus tax based on the room being used for the distribution of a bag lunch for the group				
President's Boardroom	12:00 am	12:00 am	Conference Office	$0.00
Provided on a complimentary basis for use as a Conference Office				
Meeting Room 4-8	12:00 am	12:00 am	Plenary	$4,095.00
VIP Salon	12:00 am	12:00 am	Speaker Ready Room	$0.00
Provided on a complimentary basis for use as a Speaker Ready Room				
Friday, October 18, 2024				
Room 2FGH	12:00 am	11:00 pm	Tradeshow	$3,000.00
Room Rental reduced from $6000 plus tax to $3000 plus tax based on the room being used for lunch service for the group				
President's Boardroom	12:00 am	12:00 am	Conference Office	$0.00
Provided on a complimentary basis for use as a Conference Office				
Meeting Room 1,13	7:00 am	11:00 pm	Session 1	$1,525.00
Meeting Room 2	7:00 am	11:00 pm	Session 2	$1,525.00
Meeting Room 3	7:00 am	11:00 pm	Session 3	$1,525.00
Meeting Room 4-8	12:00 am	11:00 pm	Plenary	$4,095.00
Presentation Theatre	7:00 am	11:00 pm	Session 4	$1,525.00
VIP Salon	12:00 am	11:00 pm	Speaker Ready Room	$0.00
Provided on a complimentary basis for use as a Speaker Ready Room				
Saturday, October 19, 2024				
President's Boardroom	12:00 am	11:00 pm	Conference Office	$0.00
Provided on a complimentary basis for use as a Conference Office				
			Space Rental Charges Subtotal:	**$37,160.00**

Taxes

G.S.T.	$37,160.00 at	5.0 %	1,858.00

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204-957-4583

Client: Ken Nawolsky

Total Charges: **39,018.00**

Payment Schedule

Due Date	Description	Amount (Cdn$)
August 14, 2020	Initial Deposit - RECEIVED	$ 5,000.00
June 03, 2022	Second Deposit	5,000.00
June 02, 2023	Third Deposit	8,000.00
June 07, 2024	Fourth Deposit	8,000.00
	Total Payments:	**$26,000.00**

Please make cheques payable to:
RBC Convention Centre Winnipeg, 375 York Avenue, Winnipeg, MB Canada R3C 3J3

Reminders

September 15, 2024 SS: Insurance Certificate Due
August 14, 2020 PH: Contract Due

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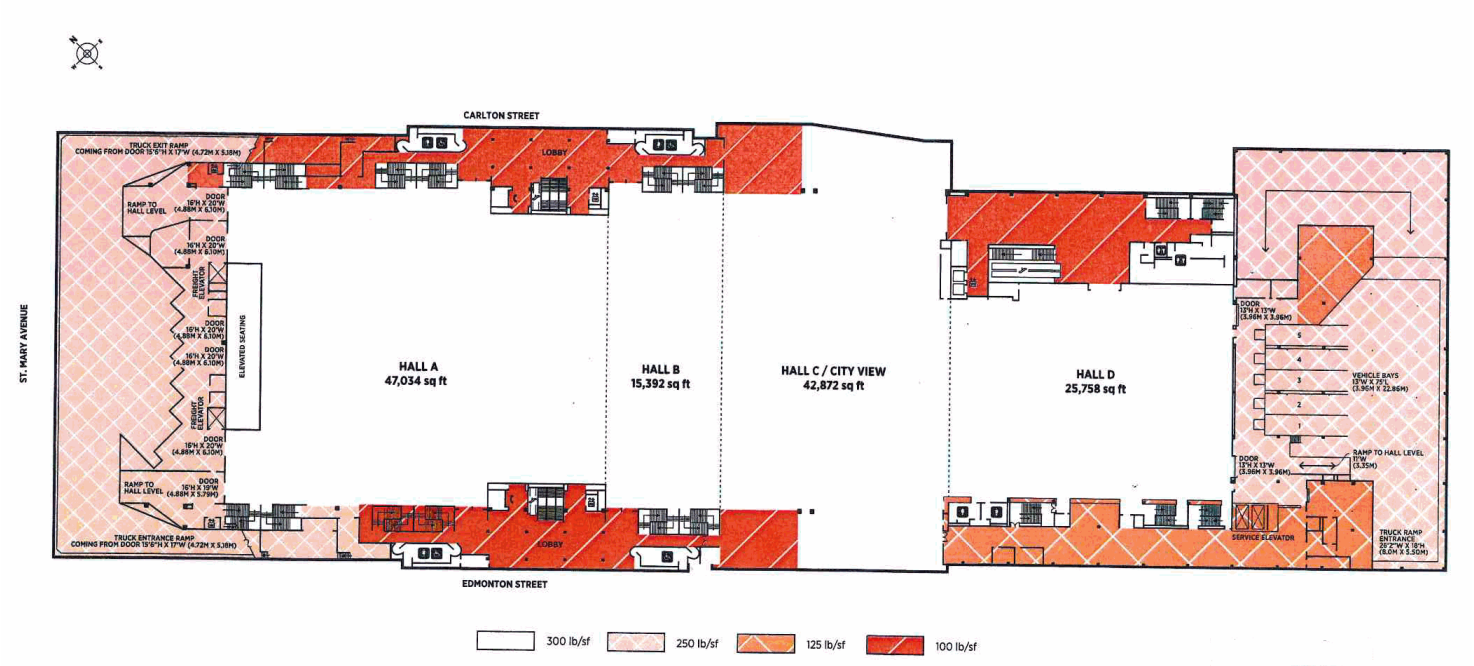
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Client: Ken Nawolsky

Third Floor Load Levels



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License Agreement

Event #: 21793
Account #: 00010170

Tree Canada

2024 Canadian Urban Forest Conference

Schedule A

Acct Rep: Patrick Hauta	**Evt Coord: Sara Shyiak**	**Client: Ken Nawolsky**
Direct: 204-957-4527	**204-957-4583**	
Main: 204-956-1720	**204-957-4583**	

Clauses

**** Please note that this contract supersedes the previous License Agreement for the 2022 Canadian Urban Forest Conference that was dated December 16th, 2019 and that was signed on January 10th, 2020.**

**** The RBC Convention Centre Winnipeg will extend reductions on the meeting room rentals, based on the following:**

- *** A minimum Food and Beverage spend of $45,000 (before taxes and gratuities) will result in a room rental discount of 10%.**
- *** Food and Beverage spend of $45,001 to $65,000 (before taxes and gratuities) will result in a room rental discount of 20%.**
- *** Food and Beverage spend of $65,001 and over (before taxes and gratuities) will result in a room rental discount of 30%.**

**** Additional charges may include but are not limited to electrical requirements, audio visual requirements, and Public Liability Insurance.**
Encore is the in house provider of audio visual services. Any quotes for audio visual services will be provided directly to the Tree Canada by Encore once specific requirements are known.

**** Please note that Tree Canada will need to work with a display company for the setup, tables, chairs, skirting, pipe and drape and poster boards for the exhibits portion of the conference. Central Display is the preferred supplier for the RBC Convention Centre Winnipeg. For more information, please refer to their website: www.centraldisplay.ca**

**** Wi-Fi for conference delegates is available free of charge facility wide through our wireless partner Telus. Any requests for hard wired internet access will be charged as per our published internet pricing.**

Please contact your Event Coordinator in reference to coat checking requirements (should this be applicable to your event).

Please contact Jason Jaques with Freeman AV at 204-775-6198 for applicable I.A.T.S.E. (International Alliance of Theatrical Stage Employees) charges (should this be applicable to your event).

Proof of Public Liability Insurance is required, with The Convention Centre Corporation listed as an additional insured. The minimum amount of insurance is five million dollars.

Copyright License Fees

a) SOCAN:
The Society of Composers, Authors and Music Publishers of Canada, (SOCAN) is a performing rights society empowered to collect license fees on behalf of members, composers, authors and music publishers in accordance with the Copyright Act.

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Tree Canada

2024 Canadian Urban Forest Conference

Schedule A

Acct Rep: Patrick Hauta	**Evt Coord: Sara Shyiak**	**Client: Ken Nawolsky**
Direct: 204-957-4527	**204-957-4583**	
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Clauses (Continued)

Pursuant to a license agreement between the CENTRE and SOCAN, the Centre is obligated to collect SOCAN license fees, in accordance with applicable tariffs, from all LICENSEES and users of the facility in respect of the performance of musical works on the premises which are arranged for or authorized by the LICENSEE.

b) Re:Sound:

Re:Sound is a music licensing company empowered to collect license fees on behalf of artists and record companies in accordance with the Copyright Act. Pursuant to a License Agreement between the CENTRE and Re:Sound, the Centre is obligated to collect Re:Sound License Fees, in accordance with applicable tariffs, from all LICENSEES and Users of the facility with respect to the performance in public of published sound recordings embodying musical works and performers' performances of such works on the premises which are arranged for or authorized by the Licensee.

RBC Convention Centre Winnipeg 375 York Avenue, Winnipeg, Manitoba R3C 3J3 ph: 204.956.1720 fx: 204.943.0310 web: www.wcc.mb.ca

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License Agreement

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Tree Canada

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SCHEDULE B

RULES AND REGULATIONS GOVERNING USE OF RBC CONVENTION CENTRE WINNIPEG

1. ***Regular Hours and Overtime***

The regular hours for occupancy during a trade show or exhibit shall be 8:00 a.m. until 1:00 a.m.. Any arrangements for activity beyond regular hours shall be subject to overtime rates at the discretion of CENTRE'S management.

2. ***Advertising***

Where tickets are sold for public events, all newspaper, magazine, brochure, poster, television spots and other advertising must contain:
(a) The official logo type trade mark of the RBC Convention Centre Winnipeg;
(b) The exact public hours of the show, and a list of the celebrities appearing;
(c) Admission policy and prices;
(d) Location of advance ticket sales;
(e) Show telephone number as provided to CENTRE

3. ***Public Sale of Tickets***

All tickets sold for admission to public events are to be arranged through the CENTRE as official ticket agent for **onsite** and **advance** ticket sales. All tickets sold to public shows are subject to a CENTRE Facility Fee and Service Fee, assessed at published rates. Box office staffing costs relative to onsite ticketing will be charged to LICENSEE at published rates. Ticket selling kiosks and Self-Serve Ticket kiosks will be provided at no charge.

LICENSEES who wish to sell **advance** tickets through an alternative ticket channel must obtain prior written approval from the Centre. The CENTRE reserves the right to reject LICENSEE's choice of ticketer. LICENSEE will be subject to the following conditions:

(a) LICENSEES must provide CENTRE verified ticket sales information in a form acceptable to the CENTRE;
(b) For e-ticketing, mobile device tickets and print-at-home ticketing, LICENSEE must provide to Centre all ticket barcode information in a form acceptable to the Centre. This information must be able to be uploaded to the Centre's ticketing system through a file(s) compatible with the Centre's bar code reader system. Licensee will be responsible for the administrative costs associated with the upload at the current published rates.

4. ***Licensee Obligations***

LICENSEE must obtain all licenses, permits, and a pay all taxes required by any municipal, provincial or federal authority having jurisdiction.
LICENSEE may be subject to licenses and taxes that include the following:
Lottery License
Business and Entertainment Licenses
Electrical Permit - as required
City of Winnipeg Entertainment Tax
City of Winnipeg Business Tax or Transient Trader's License
·Copyright Fees

5. ***Audio Visual***

It is understood that, in accordance with the CENTRE'S POLICY, a fee shall be payable by any individual, company, or organization

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providing audio visual services on the premises of the RBC Convention Centre Winnipeg .

6. Copyright License Fees

a) SOCAN:

The Society of Composers, Authors and Music Publishers of Canada, (SOCAN) is a performing rights society empowered to collect license fees on behalf of members, composers, authors and music publishers in accordance with the Copyright Act. Pursuant to a license agreement between the CENTRE and SOCAN, the CENTRE is obligated to collect SOCAN license fees, in accordance with applicable tariffs, from all LICENSEES and users of the facility in respect of the performance of musical works on the premises which are arranged for or authorized by the LICENSEE.

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7. Badges

LICENSEE is required to furnish badges for all convention delegates and all personnel in their organization, and to require that any employees of the service contractor and their sub-contractors wear badges identifying the wearer and the name of the firm they represent.
All CENTRE personnel will be identified by an official CENTRE badge.

8. Decorations

When LICENSEE wishes to use decorations, CENTRE must be contacted for permitted decorations. Decorations are not permitted on ceilings, painted surfaces, fabric, decorative walls or equipment. Contact Convention Services Manager for instructions in this regard. All decorative materials must be flameproof in accordance with City fire regulations.

9. Signs and Balloons

Permission to place signs on the exterior of the building must be secured from CENTRE'S management in advance. Interior signs attached to the walls or ceilings or equipment of meeting rooms or exhibition hall must be approved in advance by CENTRE'S management as to location and means of attachment. Placing signs or placards in public concourses is prohibited. Helium-filled balloons are prohibited.

10. Food and Beverage Service, Catering, Concessions and Sampling

All food services are provided by CENTRE and no other food services are permitted. Only those liquor services provided by CENTRE are permitted and where such services are required LICENSEE shall make arrangements therefore with CENTRE'S Catering Manager. Only CENTRE is authorized to bring liquor onto the premises and security personnel are instructed to confiscate any alcoholic beverage being brought into the Building in violation of provincial law. CENTRE'S permission to distribute or dispense without charge samples of food, beverages and sundries related to a trade show or exhibit must be secured in advance from CENTRE'S management and must be clearly stated and identified in the application therefore. CENTRE reserves the right to regulate the size

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and type of samples.

I. A daily charge will be applied to all concessionaires who are part of a public or private trade show or exhibition.
II. A flat rate or percentage of gross sales per day, whichever is greater, will apply to rock shows, concerts, religious, educational and sporting events.

Definition of Concessionaire
Person(s) or company renting or having space in any public or private event/show in which an item is sold on a retail basis, i.e., books, records, tapes, candy/fudge, 'T' shirts, etc. Concessionaires to be determined at the discretion of the RBC Convention Centre Winnipeg. The show manager will be responsible for the following and will be part of the contract:

I. The CENTRE to be provided with a list of concessionaires prior to the show/event.
II. The show manager is responsible for the fixed daily charge for each concessionaire.
For rock shows, religious, evangelistic and educational events a flat rate per day will be included as part of the deposit. Contact the CENTRE'S Convention Service Manager for complete information as to charges.

11. Exhibit Space Used for Food Functions for Catering

Where CENTRE at LICENSEE'S request provides within the gross exhibit floor area used by LICENSEE an area for food service or food concessions, the space so used will not be computed as part of the square footage used by the LICENSEE.

12. Cleaning and Custodial Service

CENTRE provides normal cleaning of aisles and corridors in the exhibit area and general housekeeping in the areas permitted for meetings. LICENSEE is required to provide cleaning and janitorial services for exhibit booths and carpeted exhibit areas, including carpeted aisle ways and corridors. Where any exhibit or display has food or vegetable garbage, or similar waste, LICENSEE shall cause the garbage to be placed in a disposable plastic garbage bag, which can be tied closed at the tip, and placed in the aisle for pickup by the CENTRE'S personnel. Garbage should be marked "Contains Damp Waste". Where any convention or trade show exhibit produces a large amount of damp waste LICENSEE may, at CENTRE'S option, be required to provide through CENTRE a disposal service separate from that of CENTRE as CENTRE'S compactor is designed for the use of dry refuse only. LICENSEE shall pay CENTRE the additional charges for such separate service. It is the responsibility of LICENSEE and his services' contractor to have the floor in a clean and presentable condition at the conclusion of move out. Specifically, this includes the use of tapes and other adhesives used to secure carpets, tiles, or other floor coverings.

13. Telephones and Paging

CENTRE'S office telephones are reserved exclusively for CENTRE'S business. CENTRE number shall not be issued or published as the number for LICENSEE'S show or meeting. LICENSEE must provide such telephones as are necessary for its purpose at its own cost. For public shows, LICENSEE will be responsible for expenses incurred to man the switchboard out of regular office hours. The Winnipeg Convention Centre is the sole supplier of telephone, internet and data services. CENTRE provides emergency paging only.

14. Elevator Operator

LICENSEE is responsible for paying charges to the CENTRE for a person to operate the South East public elevator, for any show held on the third floor of the Centre, which must be operated during all show hours, and a minimum of one half hour after the close of the show each day.

15. Mail

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Mail may be addressed to a convention, trade show or exhibitor at CENTRE. Mail will be held at CENTRE'S office until the first day of the event at which time it will be delivered to the show management office.

16. Parcel Post

Parcel post packages can be sent in care of the CENTRE, but they must bear the name of the show, name of the firm and the number of the booth. It is the responsibility of the exhibitor to call for the parcel post at the Receiver's Office as CENTRE does not provide package delivery service to the exhibit area.

17. Freight Deliveries

CENTRE cannot accept freight shipments for exhibitors. Freight must be consigned to the show management or their subcontractors.

18. Crate Storage

CENTRE does not provide transportation of crates to storage and return or continuous storage of any kind. All freight must be delivered and removed during the occupancy period stated in the contract. For best accommodations, CENTRE suggests that crates can be stored by LICENSEE'S official service contractor or drayage firm warehouse. All costs of transportation of crates and their storage are the responsibility of LICENSEE.

CENTRE will provide storage space for crates when space is available, and only at CENTRE'S option. As to the location, space may be provided in the designated area providing all regulations relative to corridors, exits and safety are observed. Crates and similar material will not be stacked closer than one foot to any wall.

19. Staff and Service Contractors

CENTRE shall provide all doormen, watchmen, guards, ticket sellers, ticket takers, stage hands, ushers, guides and all other personnel to properly staff registration and exhibit areas. Subject as hereinafter provided, LICENSEE may choose his own service contractor and/or sub-contractors to provide decorations, booth equipment, special staging, lighting, and audio-visual service.

All plumbing and electrical connections to the systems and services at the RBC Convention Centre Winnipeg must be carried out by CENTRE'S personnel. LICENSEE'S exhibitors and their permanent employees may erect and dismantle displays. Temporary labourers for erection and dismantling operations may be procured through LICENSEE'S service contractor.

20. Safety Regulations - Audience Participation Booths

Exhibits or attractions which include as part of their activities target shooting, ball throwing, or any similar activity, must provide adequate safeguards to protect patrons, equipment and the Building from injury and damage. Equipment, location and installation must be approved by CENTRE'S management before an attraction is open to the public. Any equipment used for the purpose of providing rides to the public must meet all requirements of the City of Winnipeg and CENTRE'S management. Equipment must be inspected prior to the time the attraction is open to the public.

21. Floor Plans

I. LICENSEE is required to provide access to restroom and concession areas as indicated on the floor plans;
II. LICENSEE is required to provide access to the fire floor ports as indicated on the floor plan;
III. Corner Booths - utility boxes are placed on approximately 30 foot grid;
IV. Island exhibits should be planned to take full advantage of utility box placements;

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V. Any exposed wiring, piping or conduit must be covered with an acceptable 'bridge' for public safety;
VI. LICENSEE is required to present a floor plan of exhibit area for CENTRE'S approval prior to offering such exhibit space for sale to exhibitors. The floor plan must be submitted in quadruplicate to CENTRE, who will ensure that it complies with CENTRE'S requirements. Subsequent changes are subject to the same approval procedure. Nothing in this paragraph shall be construed to derogate from the obligation of LICENSEE to comply with local and provincial laws, rules and regulations dealing with fire, safety and health. Prior to the first day of occupancy, the final floor plan must be submitted to the CENTRE. This floor plan shall bear the proper numbering for all booths, the names of all exhibitors, and designations for all related areas. The use of 10 foot booths and 10 foot aisles, or multiples thereof, provides the cleanest and most efficient use of CENTRE'S exhibit area due to the placement of utility boxes at 30 foot centers. By utilizing a 10 foot module in developing floor plans, LICENSEE can eliminate the need for bridging exposed wiring and masking unattractive utility connections. A minimum of 10 foot wide aisles must be maintained in the Third Floor Exhibition Hall and 8 foot wide aisles in the Ground Floor and 2nd Floor Meeting Rooms. In addition, for events utilizing Third Floor Spaces, the Licensee agrees not to exceed load levels as so designated on the floor plans attached hereto as Schedule "A". If the Licensee exceeds the floor load levels, the Licensee shall be liable for any damage resulting therefrom.

Licensee Initials: _____

22. ***Office Space for Exhibition Management***

If LICENSEE rents the entire exhibition floor (131,000 square feet), CENTRE will provide two show offices, furnished only with tables and chairs, and LICENSEE must arrange to rent any additional furniture required. It is the responsibility of LICENSEE to provide any telephones and office equipment it requires at its own expense.

23. ***Registration Space***

CENTRE will provide registration space to any convention or trade show at an additional charge.

24. ***Elevated Seating***

Portable risers with chairs attached will be available to provide elevated seating at the rental rate established by CENTRE from time to time.

25. ***Insurance***

CENTRE requires that all LICENSEES maintain a minimum of $5 Million Comprehensive (Commercial) General Liability Coverage for third party bodily injury (including death), personal injury and property damage including any damage resulting from exceeding floor load designations as set forth in para. 21 hereto, such coverage to include the CENTRE as an additional insured, and tenant's "all risk" legal liability insurance to a minimum limit of $500,000. All insurance coverage required must be acceptable to the CENTRE, and the CENTRE reserves the right to specify increased limits or additional coverage requirements for individual events.

Licensee Initials: _____

LICENSEE must provide to the CENTRE, at least five (5) days prior to the date upon which LICENSEE is to take possession of any of the designated areas, evidence of coverage either by way of a Certificate of Insurance or Certified Copy of Policy. The Centre reserves the right to require the LICENSEE to provide a full copy of Policy documents.

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LICENSEES who do not have an insurance company can make application through the CENTRE to AON Reed Stenhouse Ltd. An application form must be completed and received by the Centre a MINIMUM OF THREE WEEKS PRIOR to the date of the event. Coverage cannot be guaranteed by the Centre and is subject to all conditions/limitations as designated by the broker/insurance company. Consult the Centre's Comprehensive General Liability Insurance information sheet and application form as attached.

26. Furniture, Equipment and Platforms

CENTRE does not provide furniture and equipment for the exhibit hall except in those areas designated for meetings, concessions or catering service. All arrangements for booth and lounge furniture must be made with the service contractor. Such serviceable tables and chairs as CENTRE owns will be furnished by CENTRE and set up according to a plan agreed upon not less than 7 days in advance of the commencement of the term of the license and LICENSEE shall pay for the placement in such space of furniture and equipment and any subsequent changes in arrangements at the rates established from time to time by CENTRE. Platforms required by head tables are provided free of charge. Certain equipment is available in limited quantities and a list outlining such equipment, and their applicable rates are available from the CENTRE.

27. Theatrical, Music and Special Equipment

CENTRE does not own or provide any of the following:
Musical instruments
Booth drapery
Stage curtains
Decorating materials
A list of suppliers of these items is available from CENTRE'S management.

28. Parking

CENTRE does not operate the underground parking facility and therefore cannot provide this service free of charge. Arrangements for parking must be made directly with the management of the parkade.

29. Vehicles and Exhibit Hall

Vehicles are permitted on the floor of the exhibit hall at the discretion of CENTRE'S management for the purpose of loading and unloading only. Under no circumstances can vehicles be parked longer unless they constitute an integral part of the display, in which case such vehicles must contain no more fuel than is necessary for any vehicle to be placed in the exhibit and removed from the Building and the gas tank fill pipe must be securely masked closed and the battery(s) is disconnected. LICENSEE is responsible for any damage to the floor caused by leakage or spillage of fuels, oils, or similar substances.

NO vehicle with studded tires will be allowed on the exhibit floor.
NO vehicle that is wet, muddy or snow covered will be allowed on exhibit floor.

30. Loading Dock and Ramp

LICENSEE will designate appropriate areas on the ramp for vehicles to load or unload. Vehicles parked at the loading dock while unattended, or not in the actual process of loading or unloading, must have a special parking permit. Arrangements for these permits are to be made in advance with CENTRE'S management.

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31. Public Address System

CENTRE'S public address system is furnished at no charge but LICENSEE is required to pay the cost of the technician for set-up, operation hours and tear-down at prevailing rates. Consult Convention Services Manager for exact number of microphones available and recommended set-ups for various rooms.

32. Security

LICENSEE is responsible to pay for all security personnel to secure designated areas during the term of this agreement.

The CENTRE'S mandate is to provide a safe and secure environment for all our LICENSEE'S and general attendees in the building. The CENTRE is responsible to arrange and provide all security personnel, including guards, ticket takers, and general security, who shall be licensed by the Province of Manitoba. All security and security related matters must be arranged and scheduled through the CENTRE'S Security Manager representative, who is responsible to determine the appropriate number of dedicated security personnel and placement of same.

The CENTRE's regularly scheduled security personnel do not secure or police the designated areas, and the CENTRE does not assume any responsibility or liability whatsoever in the safeguarding or protection of LICENSEE'S property.

33. Security Hours for Dances, Stage Shows and Similar Events

Security guard service must be on duty prior to the opening of the doors of the designated areas for admittance to the public. LICENSEE, his representatives and musicians will be permitted to enter at the convenience of LICENSEE and CENTRE. Security guards must not be released or leave the designated areas until all members of the public have vacated the designated areas. Musicians will be permitted to remain for such time only as is necessary for the purpose of removing their instruments and equipment. University, high school and student or youth organizations must provide such number and quality of chaperones as CENTRE shall require in addition to security guard service.

34. Sub-Leasing

All assignments and sub-leasing of space is prohibited.

35. Offering , Contesting, Awarding of Prizes, or Special Offers to Attendees

LICENSEE is required to obtain PRIOR written approval and authorization from the CENTRE, for the participation in any event held on the premises of the CENTRE, of any exhibitor or organization who offers any contesting, awarding of prizes, or awarding of special offers, by way of securing any information from attendees, including the completion of ballots.

The CENTRE reserves the right, in its sole discretion, to withhold authorization respecting participation by any exhibitor or organization in any show or event held on the premises of the CENTRE.

36. Drone Usage

The Centre prohibits the operation or use of unmanned aerial systems (UAS), or drones, by anyone – including recreational users and hobbyists – without prior written authorization from the Centre. This prohibition includes drones used for any purpose whatsoever, whether filming or videotaping, for commercial or personal purposes, or by media or journalists.

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Tree Canada

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SCHEDULE C
TICKETING AT THE RBC CONVENTION CENTRE WINNIPEG

1. Ticketing

To arrange ticketing, please contact Centre's Ticketing Agent at: **Ticketing@wcc.mb.ca**