

Special Event and Festival Grant of Assistance Agreement

This Agreement dated the **Day** day of **Month, Year**.

BETWEEN:

CORPORATION OF THE CITY OF PORT MOODY
100 Newport Drive
Port Moody, BC
V3H 5C3
("City")

OF THE FIRST PART

AND:

Group Name
Address
City, BC
Postal Code
("Organizer")

OF THE SECOND PART

Re: Special Event and Festival Grant of Assistance Agreement

WHEREAS the City of Port Moody desires to work with and support community partners to build the City's reputation as the City of the Arts;

AND WHEREAS Council for the City considers that the Organizer has consistently demonstrated its ability to provide an excellent special event and/or festival of unique benefit to the community;

AND WHEREAS the City has agreed to enter this Grant of Assistance Agreement in order to provide funding to the Organizer for the purposes of organizing and holding **Festival Name** ("Special Event"), and to permit the Organizer to use the following property for holding the Special Event:

[Describe the specific park area, other lands and any building (civic address where applicable)]

("the **City Property**")

NOW THEREFORE, in consideration of the promises and covenants included in this Agreement, the parties agree as follows:

1. Grant of Assistance and Term

The City grants to the Organizer for a period of **three (3) or five (5)** years commencing on the 1st day of **Month, Year** and terminating on the 31st day of December, **Year** (the "Term"),

assistance as provided in this Agreement to provide funding support to the Organizer in fulfilling its mission in delivering the Special Event annually in each year of the Term.

2. Funding and Financial Obligations

2.1 Subject to the terms and conditions set out in this Agreement, the City hereby grants to the Organizer for the Term, to be used only for the purposes of the Organizer to organize the Special Event as set out in its mission statement (Schedule A) and Section 1:

- a) an annual grant in the amount of \$\$\$\$\$\$\$\$\$\$ as approved by City Council, through the City's Festival and Special Event Assistance Program; and
- b) the use of the City Property for holding the Special Event;

but does not include *[describe, e.g., the use of the xxxx for planning, auditioning, administration, or storage of equipment or materials in connection with the Special Event or otherwise] [consider listing]*

2.2 The Organizer shall submit, within *[thirty (30) days following its annual general meeting (Society)], [sixty (60) days following the Special Event]*, an annual or post Special Event Report, along with the previous year's financial statements relating to the Special Event. The Special Event Report shall contain, at a minimum:

- a) complete financial statements *[for the current year (Society)], [relating to the event]* showing expenses and revenues;
- b) if requested by the City, audited financial statements prepared by a member of the Chartered Professional Accountants of British Columbia;
- c) a summary of activities that took place during the Special Event;
- d) highlights of the Special Event;
- e) any major issues, lessons learned, and plans for avoiding any difficulties experienced in relation to the Special Event in the future;
- f) an estimate of attendance for each day of the Special Event (measured as overall and peak); and
- g) the Organizer's intention to continue, or not continue, with the Special Event the following year.

3. Termination and Renewal

3.1 The City may terminate this Agreement if the Organizer breaches any provision of this Agreement and the Organizer fails to correct or act reasonably in seeking to correct such breach within ninety (90) days of receipt of written notice from the City specifying the nature of the breach.

3.2 The City may for any reason terminate this Agreement at any time by giving the Organizer written notice within thirty (30) days following the date that the Organizer is required, under section 2.2 of this Agreement, to submit its post Special Event Report to City Council, and the City shall not be liable to the Organizer for any amount, loss, claim for compensation, or expense if it so elects to terminate this Agreement.

3.3 In the event that:

- a) the Agreement hereby granted should be taken in execution or attachment by any person, or the Organizer commits an act of bankruptcy, becomes insolvent, or is petitioned into bankruptcy or voluntarily enters into an arrangement with its creditors; or

- b) the City discovers that the Organizer either in its application for this grant or otherwise has, in the opinion of the City, misrepresented or withheld any fact material to the application;

the City, having delivered fourteen (14) days' written notice to the Organizer, may cancel this Agreement and the rights herein granted.

3.4 The Organizer shall not be entitled to any compensation, whether for damages or otherwise, in respect of a cancellation of this Agreement by the City under this section 3.

3.5 The Organizer may for any reason terminate this Agreement at any time by giving the City at least thirty (30) days' written notice, and the Organizer shall not be liable to the City for any amount, loss, claim for compensation, or expense based solely on such notice and termination.

3.6 Should either party terminate this Agreement, the Organizer shall repay to the City, within ninety (90) days following the date the notice of termination was delivered, the full amount of any monies granted to the Organizer by the City that have been awarded for the upcoming Special Event.

3.7 On receiving notice from the Organizer at least four (4) months prior to the expiry of the Term, the City will consider a proposal to renew this Agreement; and if acceptable to the City, this Agreement may be renewed, with any changes or modifications proposed and mutually agreed to in writing by both parties.

4. Organizer's Obligations

4.1 The Organizer covenants and agrees with the City:

- a) to uphold the Organizer's mission statement (attached as Schedule A);
- b) to observe, fulfill, and comply promptly at its own expense with the requirements of every applicable statute, law, regulation, or bylaw of any federal, provincial, or municipal government, agency, or authority of any association of insurance underwriters or agents, and all notices, orders, or directions in pursuance of same, whether served upon the Organizer or the City, and to indemnify and save the City harmless from all costs, charges, and damages which the City may incur or suffer by reason of any breach of any such enactment by the Organizer, its directors, officers, employees, volunteers, agents, contractors, or invitees;
- c) not to commit or suffer any willful or voluntary waste, spoil, or destruction on the City Property, or do or suffer to be done thereon anything that may be or become a nuisance or give rise to reasonable complaints from the owners or occupiers of adjoining land and to promptly remedy any such occurrence or complaint;
- d) to indemnify and save the City harmless against all losses, damages, costs, and liabilities, including fees of solicitors and other professional advisors arising out of:
 - any breach, violation, or non-performance of any covenant, condition, or agreement in this Agreement by the Organizer, its directors, officers, employees, volunteers, agents, contractors, or invitees; or

- any personal injury, death, or property damage occurring on the City Property or happening by virtue of the Organizer's occupation of the City Property;
- e) notwithstanding that some artistic and cultural pursuits may be controversial in nature, to not at any time during the Term, use, exercise, or carry on or permit to suffer to be used, exercised, or carried on, in, or at the Special Event grounds and facilities or any part thereof any noxious or illegal business, occupation, or activity, and to avoid any act, matter, or thing on or about the City Property that, at any time during the period from the beginning of set-up to the end of the clean-up, is likely to or does result in nuisance, damage, or injury to other properties or premises in the vicinity;
- f) to leave the City Property, and any other lands, improvements, and equipment used for and affected by the Special Event in good condition and repair following the Special Event and repay the City for any costs incurred in repairs resulting from the Special Event, beyond normal wear and tear;
- g) to effect and keep in force during the period beginning on the first day of set-up through to the last day of clean-up, insurance covering all Special Event activities with no exclusions and protecting both the City and the Organizer (without any rights of cross-claim or subrogation against the City) against claims for personal injury, death, property damage, or third party or public liability claims arising from any accident or occurrence on the City Property to an amount not less than FIVE MILLION DOLLARS (\$5,000,000.00); to provide property and other insurance to cover its own property and contents brought to or kept on City Property; naming the City as an insured and containing a clause providing that the insurer will give the City thirty (30) days' written notice in the event of cancellation or material change; and to provide the City with evidence of such insurance coverage in the form of an executed copy of the Certificate of Insurance;
- h) notwithstanding paragraph (g) of this section 4.1, to, within sixty (60) days of receiving notice from the City that the amount of insurance posted by the Organizer pursuant to that subsection be changed, cause the amount of insurance posted, pursuant to paragraph (g) to be changed to the amount specified in the notice and deliver to the City written confirmation of the change;
- i) to indemnify and save the City, its officers, employees, servants, agents, and elected officials harmless from and against any and all claims, actions, causes of action, debts, or demands of any nature whatsoever made by any person arising out of or in any way connected to the Special Event or the related use of or presence on the City Property or the actions of the Organizer or its directors, officers, employees, volunteers, agents, contractors, or invitees on the City Property;
- j) to ensure that any signs to be placed on any building or elsewhere on the City Property shall be in accordance with the Sign Bylaw of the City and shall be subject to review and prior written approval of the City and, notwithstanding the generality of the foregoing, the Organizer covenants and agrees to comply with all bylaws of the City and all laws in force in the City;

- k) to provide to the City, upon request, statistics, progress reports, and budget information or other operational information the City deems it necessary to review; and
- l) to pay the City for any and all services provided by the City, as arranged between the parties or as considered necessary by the City for sanitation, health, and safety purposes, to support the preparation and holding of the Special Event, clean-up, and for restoring the City Property to its normal state following the Special Event, in the amount identified by the invoice from the City as reflecting the costs of those services.

4.2 The Organizer's covenants to indemnify the City and provide insurance shall survive the Term or earlier termination of this Agreement.

5. City's Covenants

The City covenants with the Organizer to provide the following assistance:

- a) to provide annual funding as set out in section 2.1;
- b) to provide access to the City Property, waiving any associated rental fees;
- c) to provide City services as described in section 4.1(l) to support the Special Event, at a cost recovery rate;
- d) to help promote the Special Event through:
 - social media;
 - the City website;
 - use of the signboards in front of City Hall, space permitting; and
 - posting on video displays in the Galleria at the City's discretion.

6. Delivery

6.1 Where delivery of a notice or a document is required under this Agreement, the notice or document shall be in writing and shall be deemed to have been delivered if delivered personally to or sent by prepaid registered mail as follows:

- a) in the case of the City, to the attention of the Corporate Officer, City Hall, 100 Newport Drive, Port Moody, BC V3H 5C3; and
- b) in the case of the Organizer, **Organizer's Address here**; or
- c) to such other address as either party may provide in writing to the other from time to time.

6.2 Any notice, request, document, or other communication given by one party shall be deemed to have been received by the other party:

- a) if personally delivered or sent by email, one business day after the date it was delivered; or
- b) if delivered by mail, eight (8) days after its deposit in a Canada Post Office at any place in Canada.

6.3 Either party may, by notice in writing to the other, specify another address for service of notices under this Agreement and, where another address is specified under this section, notices shall be mailed to that address in accordance with this section.

6.4 Notwithstanding section 6.1, any written notice to be served or given by the City to the Organizer under this Agreement shall be effectively given or served by posting the same in a conspicuous place on the City Property.

7. Miscellaneous

7.1 No term, condition, covenant, or other provision herein shall be considered waived by the City unless the City expresses such waiver in writing. Any such waiver of any term, condition, covenant, or other provision herein shall not be construed as or constitute a waiver of any further or other breach of the same or any other term, condition, covenant, or other provision, and the consent or approval of the City to any act by the Organizer requiring the consent or approval of the City shall not be considered to waive or render unnecessary such consents or approvals to any subsequent similar act by the Organizer.

7.2 No remedy conferred upon or reserved to the City is exclusive of any other remedy herein or provided by law, but such remedy shall be cumulative and shall be in addition to any other remedy herein or hereafter existing at law, in equity, or by statute.

7.3 The terms and provisions of this Agreement shall extend to, be binding upon, and enure to the benefit of the parties hereto and their successors and permitted assigns.

7.4 This Agreement may be amended by mutual consent of the Organizer and the City as approved by City Council.

7.5 Where an approval or consent by the City is provided for herein, other than by Council, and otherwise for the purpose of the management of this Agreement, the City's agent is the General Manager of Community Services.

8. Assignment

The Organizer shall not assign this Agreement without the prior approval of the City Council, which the Council may refuse in its absolute discretion.

9. Interpretation

9.1 A reference to the Term of this Agreement includes any extension or renewal of the original Term.

9.2 In this Agreement, unless the context otherwise requires, the singular includes the plural and the masculine includes the feminine gender and a corporation.

9.3 The captions and headings contained in this Agreement are for convenience only and are not to be construed as defining or in any way limiting the scope or intent of the provisions herein.

9.4 If any section of this Agreement or any part of a section is found to be illegal or unenforceable, that part or section, as the case may be, shall be considered separate and severable and the remaining parts or sections, as the case may be, shall not be affected thereby and shall be enforceable to the fullest extent permitted by law.

9.5 This Agreement shall be interpreted in accordance with the laws of British Columbia.

IN WITNESS WHEREOF,

the parties hereby affixed their signatures on the day and year first above written

X

Witness

Print name: _____

Organization
Name

Organization
Name

X

Witness

Print name: _____

City of Port Moody, Mayor
R. Vagramov

City of Port Moody, Corporate Officer
D. Shermer

Schedule A
Mission Statement