

CITY OF PRINCE GEORGE

PRINCE GEORGE COLISEUM NAMING RIGHTS AGREEMENT

THIS License Agreement is dated for reference September 19, 2022.

BETWEEN:

CITY OF PRINCE GEORGE, a municipal corporation, of
1100 Patricia Boulevard
Prince George, British Columbia,
V2L 3V9

(the "City")

AND:

KOPAR ADMINISTRATION LTD. , a company with an office at
2211 Nicholson Street
Prince George, BC
V2N 1V9

("Kopar")

WHEREAS:

- A. The City is the owner of a sports arena currently named the Coliseum located at 888 Dominion St, Prince George (the "Facility").
- B. Kopar is an employment and training services company operating throughout western Canada, and in particular northern British Columbia.
- C. Kopar wishes to obtain from the City the rights to name the Facility.
- D. The City has agreed to grant to Kopar specific naming rights with respect to the Facility on the terms and conditions herein set forth.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants herein contained and other good and valuable consideration, the parties hereto each hereby covenant and agree as follows:

1. TERM

- 1.1. This Agreement commences on September 30, 2022 (the "Commencement Date") and extends for a period of forty five (45) months to June 30, 2026 (the "Expiry Date"), subject to earlier termination in accordance with the terms of this Agreement.

2. NAMING AND SIGNAGE RIGHTS

2.1. As of the Commencement Date, the City grants to Kopar the exclusive right:

2.1.1. to name the Facility as the “Kopar Memorial Arena” or “Kopar Memorial”; and

2.1.2. to display the name “Kopar Memorial Arena” or “Kopar Memorial”, with or without a logo, in the dimensions and using a design, selected by Kopar and approved by the City acting reasonably, on signage placed on the north facing exterior aspect of the Facility, and in the reception area of the Facility (the “Signage”).

2.2. Kopar shall be responsible for and pay all costs associated with the design, construction, creation and installation of the Signage.

2.3. During the term of this Agreement, the Signage and the name of the Facility shall not be changed without the prior written consent of both parties, provided that if Kopar changes its legal name it shall have the right to change the name of the Facility by replacing the term “Kopar” with the new legal name or a derivative of the new legal name. Kopar shall be responsible for and pay all costs associated with changing the name “Kopar Memorial Arena” on the Signage.

3. ADDITIONAL PROMOTIONAL RIGHTS

3.1. The City grants to Kopar the right to use photographs and videos of the Facility in any Kopar promotional materials, subject to the requirements of the City under the *Freedom of Information and Protection of Privacy Act*.

3.2. The City shall during the term of this Agreement refer to the Facility as the “Kopar Memorial Arena” in all marketing and information aspects, including without limitation on the City of Prince George website, all City of Prince George promotional materials, media releases, advertisements and external communications to third parties. If Kopar changes its name under Section 2.3, the City will be responsible for all costs and expenses associated with updating its marketing and information aspects to reflect Kopar’s new name. Kopar grants the City a limited, non-exclusive licence to reproduce and display the “Kopar” trademark for those purposes in accordance with this Agreement.

3.3. The City shall require as part of any future agreement for the use of the Facility that any user group of the Facility use only materials or documents which refer to the Facility with the name “Kopar Memorial Arena”, and otherwise comply with Section

3.2 which will be read *mutatis mutandis* except that references to the City will be replaced by the user group.

3.4. Kopar shall be entitled to participate in all promotional events at the Facility by sending a delegate to provide a brief message from Kopar and to have temporary physical advertisements displayed at or near the entrance of the Facility.

4. FEES AND DISBURSEMENTS

4.1. Kopar shall pay to the City a total of \$60,000.00 CAD plus applicable Goods and Services Tax (“GST”) for the naming rights granted in this agreement (the “Licence Fee”).

4.2. The Licence Fee shall be payable by Kopar to the City in annual installments of \$15,000 plus GST, on or before October 1 of each and every year during the term of this Agreement, with the first annual installment paid by October 1, 2022, and the final annual installment paid by October 1, 2025.

4.3. For the purposes of this Agreement "Goods and Services Tax" or "GST" means and includes any and all goods and services taxes, sales taxes, value added taxes, business transfer taxes, or which are from time to time levied, imposed, or assessed in the future in addition or in lieu thereof, or any other taxes imposed on the City or Kopar from time to time in respect of any fees payable by Kopar to the City under this Agreement or for the provision of any goods, services, or utilities whatsoever by the City to Kopar under this Agreement, whether characterized as a goods and services tax, sales tax, value added tax, business transfer tax, or otherwise.

5. INSTALLATION AND MAINTENANCE OF SIGNAGE

5.1. Kopar shall be responsible for the delivery and installation of the Signage on the exterior of the Facility, to be completed by November 1, 2022.

5.2. Subject to Section 5.3, the City shall be responsible for the general annual maintenance of the Signage, and the sole costs and expenses associated with such annual maintenance.

5.3. Kopar shall be responsible for any repairs to the Signage or replacement of the Signage if such repairs or replacement exceed \$500 in expense, save and except for repairs or replacement required as a result of the acts or omissions of the City or its servants, agents, employees or contractors.

5.4. If, at any time during the term of this Agreement, the City deems it necessary to make repairs at the Facility which require the temporary removal or relocation of any Signage, Kopar agrees that the City may remove or relocate the affected Signage, at the sole cost and expense of the City, upon receipt of 30 days' prior written notice from the City, except in the case of emergency in which case the City will at liberty to temporarily remove or relocate the Signage without notice to Kopar, it being understood that the City shall endeavour to repair and/or re-install the Signage as soon as reasonably possible.

6. INDEMNITIES

6.1. Save and except to the extent caused by the negligence of the City, its servants, agents, employees and contractors, Kopar will indemnify and save harmless the City against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

- 6.1.1. any breach, violation, or non-performance of the terms, covenants and obligations on the part of Kopar as set out in this Agreement;
- 6.1.2. any damage to the Facility or the property of the City or Kopar occasioned by the installation, operation, repair, maintenance or removal of the Signage by Kopar, its servants, agents, employees or contractors; and
- 6.1.3. any injury to or death of, or any damage to property of, any person resulting from the installation, operation, repair, maintenance or removal of the Signage by Kopar, its servants, agents, employees or contractors.

6.2. Save and except to the extent caused by the negligence of Kopar, its servants, agents, employees and contractors, the City will indemnify and save harmless Kopar against all actions, suits, claims, damages, costs and liabilities arising out of or as a result of:

- 6.2.1. any breach, violation, or non-performance of the terms, covenants and obligations on the part of the City as set out in this agreement;
- 6.2.2. any damage to the Facility or the property of the City or Kopar occasioned by the installation, operation, repair, maintenance or removal of the Signage by the City, its servants, agents, employees or contractors; and
- 6.2.3. any injury to or death of, or any damage to or loss of property of, any person at the Facility that is not directly caused by Kopar.

7. NO ASSIGNMENT WITHOUT CONSENT

7.1. This Agreement and the rights arising hereunder, may not, either in whole or in part, be assigned, sold, transferred, licensed, or otherwise disposed of (collectively referred to as an "Assignment") by a party (the "Assigning Party") without the prior

written consent of the other party (the “**Other Party**”), which consent may be withheld by the Other Party in its sole discretion for any reason. The Other Party shall not be required to give reasons for withholding its consent to an Assignment. No Assignment will relieve the Assigning Party from its obligations and liabilities under this Agreement, and if this Agreement is assigned without the prior written consent of the Other Party as required under this paragraph, then the Other Party may, at its option, terminate this Agreement upon giving seven (7) days' notice to the Assigning Party. If the Other Party does consent to an Assignment the Other Party shall be entitled to attach to its consent such conditions as the Other Party may in its sole discretion decide upon.

- 7.2. As a condition of the Other Party's consent, the assignee shall agree (and will be deemed to have agreed) with the Other Party to observe the obligations of the Assigning Party under this Agreement by entering into an assumption agreement with the Other Party and the Assigning Party, in such form as the Other Party may require, and shall pay the Other Party's costs and solicitor's fees and disbursements for preparing such assumption agreement. The Assigning Party further agrees that if the Other Party consents to any such Assignment, the Assigning Party shall be responsible for and shall hold the Other Party harmless from any and all costs and expenses arising under this Agreement (including without limitation, arising from any changes to the Signage, or items arising under Section 3 and all other expenses, costs, and charges incurred by the Other Party with respect to or arising out or caused by any such Assignment). Any consent by the Other Party to any Assignment shall not constitute a waiver of the requirement for consent by the Other Party to any subsequent Assignment by the Assigning Party or by any assignee.

8. LICENCEE PARTNERSHIP AGREEMENT

- 8.1. The Prince George Spruce Kings Hockey Club (the “Spruce Kings”) have a licence agreement for use of the Facility for the entirety of the term of this Agreement (the “Licence Agreement”). At all times during the term of this Agreement, Kopar shall have a valid partnership agreement with the Spruce Kings, on such mutually agreeable terms and conditions decided between Kopar and the Spruce Kings (the “Partnership Agreement”).
- 8.2. If for whatever reason the Spruce Kings cease operations or are no longer operating in the Facility on a permanent basis, then Kopar shall be relieved of any obligation in Section 8.1 to have a Partnership Agreement.
- 8.3. If at any time the Spruce Kings notify the City that Kopar and the Spruce Kings do not have a valid Partnership Agreement, the City shall provide written notice to

Kopar to remedy such default. Kopar shall then have 7 days upon receipt of the written notice to remedy such default.

8.4. If Kopar fails to remedy the default under section 8.3 within the 7 day notice period, the City may terminate this Agreement.

9. TERMINATION AND REMOVAL OF SIGNAGE

9.1. The term of this Agreement is as set out herein. This Agreement shall expire on the Expiry Date. Except in the event of termination under Section 9.3, the provisions regarding liability, indemnity, accrued but unpaid payment obligations, and other terms which by their nature are intended to survive the expiration or termination of this Agreement, will survive expiration and termination of this Agreement for any reason.

9.2. In addition to any other right that either party may have to terminate this Agreement, if a party is in default (the “**Defaulting Party**”) of the performance of any of its obligations set forth in this Contract (each an “**Event of Default**”), then the other party (the “**Non-Defaulting Party**”) may, by written notice to the Defaulting Party require such Event of Default to be corrected. If within seven (7) days after receipt of such notice such Event of Default has not been corrected or reasonable steps to correct such Event of Default have not been taken, the Non-Defaulting Party may, without limiting any other right or remedy it may have, immediately terminate this Contract on notice, provided that the Non-Defaulting Party is not also a Defaulting Party. In the event of the City being the Non-Defaulting Party and terminating this Agreement under this Section 9.2, the City shall be entitled to all costs associated with removal of the Signage. The City shall otherwise be responsible for the costs associated with the removal of the Signage after the expiry of this Agreement.

9.3. Kopar may terminate this Agreement (without liability or penalty or prejudice to any remedies Kopar has at law, in equity or under this Agreement) upon written notice to the City, if the City sells, transfers, disposes, leases or otherwise assigns any of its interest in, or abandons, all or any portion of the Facility.

9.4. In the event the Facility becomes damaged to such an extent that it is no longer usable for the purposes of an ice hockey arena (a “**Disruption**”), the City shall have no obligation to fix the Facility. If the City does not fix the facility after a Disruption, either party may immediately terminate this Agreement on written notice, and upon such notice Kopar shall be entitled to a pro-rata reimbursement of that portion of any annual installment payment provided to the City, calculated from the date of the

notice to either a) the date on which the next installment payment is due or b) the Expiry Date, however Kopar specifically releases the City from any and all other damages, losses or claims of any kind arising out of the City's decision not to fix the Facility following the Disruption.

10. MISCELLANEOUS

- 10.1. Kopar will own all rights to the name "Kopar" and "Kopar Memorial Arena" and may seek registration of any trademarks and logos used in connection with such names or any variations thereof. Any and all reference to use of the name "Kopar Memorial Arena" herein will also mean reference to any trademarks or logos designed and approved by Kopar. Nothing in this Agreement gives the City any ownership interest in or to the Kopar trademark or any of Kopar's other trademarks. All the benefit and goodwill associated with any use of Kopar's trademarks by the City under this Agreement will enure entirely to Kopar's benefit. Provided always however, Kopar will not during the Term of this Agreement permit the use of the name "Kopar Memorial Arena" in connection with any other venue within the City of Prince George, nor will Kopar use the City's name outside the parameters of this Agreement.
- 10.2. Kopar, in the course of exercising its rights under this Agreement, agrees not to post or permit to be posted any advertisement, promotion, notice or reference which, in the reasonable opinion of the City, is of a disreputable character or appearance or is vulgar, indecent, political and/or controversial. Kopar agrees that the decision of the City in this regard will be final and binding. The City may terminate this Agreement if Kopar develops a public image that is unacceptable to the City.
- 10.3. For the purposes of this Agreement, "**Force Majeure**" means an event or circumstance beyond the reasonable control of a party that prevents or delays that party's ability to perform its obligations under this Agreement, including Acts of God, strikes, lockouts and labour disputes, fires, floods, earthquakes, inclement weather, war, riots, declaration of emergency, pandemic, epidemic, or other outbreak of communicable disease or illness, insurrection or civil disobedience or violence, strike lockout or other labour disputes, inability to procure materials, restrictive governmental law or regulations enacted subsequent to the date of this Agreement, but excludes a lack of money, credit, or financing. In all cases, despite anything else in this Agreement, if Force Majeure delays or prevents a party from wholly or partly performing its obligations under this Agreement, it will be relieved of those obligations to the extent, and for the period, that it is affected by such Force Majeure, provided that it: (a) notifies the other party as soon as practicable, and (b) uses commercially reasonable efforts to mitigate the Force Majeure.

11. NOTICE

11.1. Any written notice to either party to this Agreement may be delivered as noted below and shall become effective as follows:

11.1.1. if delivered by hand, on the day it is delivered;

11.1.2. if sent by regular mail, three (3) days after it is mailed;

11.1.3. if sent by electronic mail prior to 4:00 p.m. pacific time on a business day, the day it is sent; and

11.1.4. if sent via electronic mail after 4:00 p.m. on any business day or on a non-business day, the following business day.

11.2. Any Notice to the City shall be addressed as follows:

Attention: Walter Babicz, City Manager

1100 Patricia Boulevard

Prince George, BC V2L 3V9

Fax: (250) 561-0183

Email: walter.babicz@princegeorge.ca

11.3. Any Notice to Kopar shall be addressed as follows:

Attention: Tom Newell

2211 Nicholson Street

Prince George, BC

V2N 1V9

Email: tdfn@Koparadmin.ca

11.4. Either party may change either address for Notice by providing written notice to the other party.

12. GENERAL

12.1. **Time of the Essence:** Time shall be of the essence hereof.

12.2. **Governing Law:** This Agreement shall be governed by and construed in accordance with the law of the province of British Columbia and the parties submit and attorn to the jurisdiction of the courts of the province of British Columbia.

12.3. **Severability:** If a court of other tribunal of competent jurisdiction determines that any one or more of the provisions contained in this Agreement is invalid, illegal or

unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

- 12.4. **Entire Agreement:** This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether written or verbal. This Agreement will only be amended or modified by written amendment signed by both parties.
- 12.5. **Further Assurances:** The parties shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated by this Agreement, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to the purpose of this Agreement and carry out its provisions whether before or after the date hereof.
- 12.6. **Enurement:** This Agreement and each of the terms and provisions hereof shall enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, personal representatives, successors and assigns.
- 12.7. **Effective Date:** Once signed by the parties hereto, this Agreement shall be deemed to have taken effect as of September 19, 2022.
- 12.8. **Counterparts:** This Agreement may be executed by the parties in separate counterparts and may be delivered to each party by way of facsimile, email or other electronic transmission, and each of which, when so executed and delivered, shall be deemed to constitute an original but all of which together shall constitute one and the same document.

Authorized Signatory (for Kopar)

Name and Title

Date

Authorized Signatory (for the City of Prince George)

Name and Title

Date

DRAFT