



# COUNCIL MEMBER DISCLOSURE OF CONTRACT

In accordance with section 107 of the *Community Charter*, this form must be completed when the City of Prince George enters into a contract with a council member, or a person who was a council member at any time during the previous six (6) months, who has a direct or indirect pecuniary interest in the contract. This form should be completed by the council member and be delivered to the City's corporate officer. The Corporate Officer will submit a report to an open council meeting that includes this completed form, together with a copy of the signed contract.

**Name of Council Member:**

Kyle Sampson

**Contract Subject/Event:**

Rooftop Rock Event - CN Centre Event #26087 (Cancelled)

**Contract Date:**

May 23, 2020

**Description of Contract:**

The CN Centre Event #26087 contract was initiated as an agreement for facility rental for the event Rooftop Rock between the CN Centre (City of Prince George) and Kyle Sampson. The contract included the rental of the inner parking lot, a small portion of the CN Centre, and the appropriate staffing resources needed to use the facility.

Due to a Provincial Health Order which came down from Dr Henry and Minister Dix disallowing the grouping of more than 50 vehicles for outdoor events, the event and contract were subsequently cancelled after consultation between the City and Kyle Sampson.

**Background:**

The event was to be a drive-in style concert, which would require patrons to stay in their vehicles, while enjoying music through their fm dial that would be played live from atop of the CN Centre. At the time of organizing the event, and up until late Friday (May 22) afternoon, all Health Authority, City, and other standards and requirements regarding COVID had been met and exceeded through the events stringent Event Covid Mitigation Plan. However the event could not continue once the new and ammended Provincial Health Orders on Mass Gatherings were implemented, and the organizing team worked with City officials to take the proper steps to abide by orders and cancel the event.

**Signature of Member of Council:**



**Date:**

May 27, 2020

**Signature of Corporate Officer:**



**Date Received:**

May 27, 2020



CITY OF PRINCE GEORGE

CN Centre

2187 Ospika Blvd., Prince George, BC V2N 6Z1

Telephone (250) 561-7777

Fax (250) 561-7557

BETWEEN

Wednesday, May 20, 2020

CITY OF PRINCE GEORGE, A MUNICIPAL CORPORATION,  
OF 1100 PATRICIA BOULEVARD, IN THE CITY OF PRINCE GEORGE,  
IN THE PROVINCE OF BRITISH COLUMBIA, V2L 3V9  
(hereinafter referred to as the "City")

OF THE FIRST PART

AND

Kyle Sampson  
[REDACTED]  
Prince George, BC  
V2N 4R7  
(hereinafter referred to as the "licensee")

OF THE SECOND PART

## WHEREAS:

- A) The City is the owner of lands and buildings described in the Event Resume (hereinafter referred to as the "Premises"); and Licensee on the terms and conditions contained herein.
- B) The Licensee desires to use the Premises and the City desires to permit the use of the Premises by the Licensee on the terms and conditions contained herein.

NOW THEREFORE the parties hereto covenant, agree and promise each with the other as follows:

1. **GRANT**

- 1.1. The City hereby grants to the licensee, subject to the terms of this Agreement, the exclusive use of the part of the premises described in the Event Resume for the purpose as described in the Event Resume for the dates and times as described in the Event Resume (Event Resume hereinafter referred to as the "term")

2. **FEE**

- 2.1. The licensee shall pay to the City the sum or sums at the time or times according to the Event Resume.
- 2.2. During the use of the Premises by the licensee the licensee shall pay for security of monitoring services which are provided by the City, required for the safe operation of the Premises and, as required, for the purpose of cleaning such Premises and placing them in the condition they were prior to the use of such Premises by the Licensee, and shall also provide and pay for the items stated in the Event Resume.

3. **CANCELLATION**

- 3.1. Should the licensee cancel this agreement at least THIRTY (30) days prior to commencement of the term, the City shall refund the fee or portion thereof then received as a deposit, and should such Licensee desire to cancel this Agreement TWENTY-NINE (29) days but prior to the commencement of the term, the Licensee will pay to the City the full amount of the fee.
- 3.2. Subject to paragraph 3.1 hereof, if due to any cause other than neglect or default of the City, a strike or lockout of the City employees or an act of God, or insurrection, or other cause beyond the reasonable control of the parties, and the Licensee fails to use the Premises during the Term, the Licensee shall pay to the City the full fee as provided for in paragraph 2.0 hereof.
- 3.3. If, during the Term, the Licensee is in breach of any covenant contained herein, the City may either orally or in writing, cancel this license Agreement without notice or warning and forthwith eject the Licensee from the Premises, and notwithstanding such cancellation as aforesaid, the Licensee shall remain liable to the City for payment of the full specified in paragraph of 1.1, PROVIDED HOWEVER that the City shall take all reasonable steps to mitigate its damages.
- 3.4. If, for any reason, the City is unable to provide the Premises during the Term, the Licensee may forthwith cancel this Agreement without being liable to the City for payment of any fee in respect of the un-expired portion of the term of this license and in such event the City shall not be liable to the Licensee for any damages suffered, whether consequential or direct, as a result of such inability to provide the Premises, and shall refund to the Licensee the fee or portion thereof representing a pro rata portion of the fee on a daily basis.

4. **SECURITY AND SAFETY**

- 4.1. The Licensee shall not use the Premises for any purpose other than as permitted herein, and, notwithstanding such permission, shall not do or allow to be done within the Premises any act or thing which, in the opinion of the City, presents or allows for the happening of any event which is a fire hazard or a danger to people attending any such event performed or displayed for the purposes mentioned herein.
- 4.2. The Licensee shall not use any materials specified in the Fire Code of the Province of British Columbia as a hazard or hazardous substance or which presents the likelihood of hazard of fire and in particular, or in addition, shall not use crepe paper, cellophane material, confetti, cotton, corn stalks, leaves, evergreen boughs, sheaves of grain, streamers, straw paper, vines, moss, proliferous foliage or any similar flammable or combustible materials, except with the prior written permission of the Fire Chief, who may impose such conditions as he deems fit in granting such permission.

- 4.3. The Licensee shall not carry on or do anything or suffer or permit the carrying on or doing of anything in or upon the Premises which may cause any increased or extra premium payable for the insurance of the Premises against fire, or which may make void or voidable any policy for insurance maintained by the City on such Premises.
- 4.4. During the term of this license and the use of the Premises as stipulated herein the City may eject or cause to be ejected from the Premises any person or persons who are creating a disturbance or behaving in an objectionable or improper manner.
- 4.5. The Licensee shall keep and maintain the Premises in a clean and sanitary condition at all times.

**5. TICKETS**

- 5.1. All tickets for admission to the Premises during the Term with respect to the use of the Premises by the Licensee, shall be sold by the City as agent for the Licensee and the proceeds of any such sale of tickets shall be retained by the City until the performance or event constituting the use of the Premises has been completed, whereupon payment of such proceeds shall be made as soon as practicable thereafter by cash or cheque by the City drawn in favor of the Licensee, after deduction of fees and other payments due to the City, and if, in the opinion of the City, the Licensee is liable to pay the City for damage caused to the facility, the City may retain a sum out of such proceeds of the sale of tickets which, in the City's opinion, is sufficient to compensate the City for any such damage without prejudice to the right, if any, of the Licensee to dispute such assessment or withholding of funds.
- 5.2. The City shall not be liable to the Licensee for the loss of any money collected as agent for the Licensee with respect to the sale of tickets or the loss of or damage to any of the goods or chattels of the Licensee, its or his servants or agents, which are present within the Premises, unless such loss or damage is caused by the negligence or willful misconduct of the City, its officers or servants.
- 5.3. The Licensee shall not issue or purport to issue any tickets with respect to the admission of persons to the Premises for the purpose of observing or performing or viewing any event or exhibit and all such tickets shall be controlled and issued by the City, unless otherwise specifically approved by the City.

**6. LIMITATIONS ON EVENTS**

- 6.1. The Licensee shall not use the Premises for any other purpose than that stated in paragraph 1.1.
- 6.2. The Licensee shall not stage any act or performance in which fire or flame is involved without the prior permission of the Fire Chief.
- 6.3. The Licensee shall not cause or permit any person to stage or participate in any indecent or obscene performance.

**7. LIABILITY OF LICENSEE**

- 7.1. The Licensee shall pay all salaries, wages, fees and commissions of all personnel employed by it, all royalties, author's, publisher's and composer's fees which may become payable as a result of any performance, as well as all license fees, assessments or taxes lawfully imposed by the City, the Province of British Columbia or the Dominion of Canada.
- 7.2. The Licensee shall be liable for any damage done to the Premises by anyone, including damage occurring by reason of riot, by invitees or guests, but shall exclude damage done by act of God, the Queen's enemies or acts or omissions of the officers or servants of the City.
- 7.3. Licensee shall provide evidence of Worker's Compensation coverage and confirmation that its account is paid up and in good standing at least FOURTEEN (14) DAYS prior to the event date.
- 7.4. Licensee will require all "Participants" to execute a hold harmless agreement in favour of the City of Prince George and arising from any cause whatsoever with respect to this event.
- 7.5. Liability of Licensee for events occurring during the time specified in the Event Plan, shall survive the expiration or cancellation of this agreement as referred to in the Event Plan.

**8. INDEMNIFICATION**

- 8.1. The Licensee shall indemnify and agrees to indemnify and save harmless the City in respect of any and all claims, demands, actions, suits and costs arising out of any act or omission of the Licensee or any of its servants, agents, officers or invitees in respect of the use of the Premises by the Licensee.
- 8.2. The foregoing indemnity shall not apply to the extent that such claims arise out of the negligence or willful misconduct of City, its employees, agents, servants, or out of any structural or premises related defects of the Premises.

**9. WAIVER**

- 9.1. The Licensee hereby waives any right it may have to claim against the City in respect of any loss, damages, costs or injuries it or any of its officers, servants, employees or invitees may suffer as a result of the use of the Premises by the Licensee.

**10. LIQUOR**


- 10.1. Save and except as specifically permitted by the City, the Licensee shall not nor shall it suffer or permit anyone to bring liquor into or within the Premises and in any case shall not do so except by virtue of a license duly issued under provisions of the Liquor Control Licensing Act.

**11. INSURANCE**

- 11.1. For all special events, sporting events, conferences and trade shows, the Licensee shall, at least fourteen (14) days prior to the commencement of the term of this license, deliver to the City proof that the Licensee shall have insured and shall have kept insured during the term of this license with such companies and in such form as are acceptable to the City, at the Licensee's expense, the following insurance:
- 11.1.1. Such insurance shall be not for less than THREE MILLION (\$3,000,000.00) DOLLARS inclusive limits of liability with respect to bodily injury, including death, and property damage per occurrence, and shall include coverage for all Premises and operations of the Licensee, cross liability, non-owned automobile, personal injury and tenants fire legal liability with respect to the occupied premises in an amount not less than THREE MILLION (\$3,000,000.00) DOLLARS.
- 11.2. The policy shall list the City as an additional insured and providing that the insurer will advise the City in advance of any cancellation or material change and will do so by written notice sent by registered mail.

**12. CONCESSIONS**

- 12.1. Subject to any contrary agreement with the Licensee, the City shall have and retain the sole and exclusive right to operate any concessions in or on the Premises for the purposes of selling refreshments or food during the term of this license.

Date: 05/20/2020 Initials: 



**FIXTURES**

- 12.2. The Licensee shall remove all his goods and chattels on or before the termination date of this license or the date of cancellation, whichever is sooner, and if he fails to do so, the City may remove and store such goods and chattels at the expense of the Licensee without being liable to the Licensee for any damage to or loss of the goods and chattels during such removal or storage and may, unless the cost of such removal or storage is paid in full by the Licensee within thirty (30) days, sell such goods and chattels by auction or otherwise and as such price as the City deems appropriate, retaining from the proceeds the cost of removal, storage and sale, and remitting the balance, if any, to the Licensee, and if there is a deficiency, the Licensee shall pay such deficiency forthwith upon demand to the City.
- 12.3. The Licensee shall not construct, erect or attach or cause to be or be permitted to be constructed, erected or attached, any device, fixture or other thing whatsoever, without the prior written consent of the City.
- 12.4. The Licensee shall not, without the written permission of the City, operate any engine, motor or machinery in the Premises or bring into the Premises oils or other flammable fluids as defined by the Fire Code, nor shall he provide for the illumination of the Premises or the operation of any machinery, equipment or facility in the Premises by other than electricity without the written permission of the City.

**13. INSPECTION**

- 13.1. The City may at any time while the Premises are occupied or used by the Licensee enter the Premises and inspect the Premises and may make or cause to be made any alterations, repairs or additions which in its opinion it believes are necessary for the safety of persons or for the use of the Premises or preservation of the Premises and the City shall not be liable to the Licensee for any damage, direct or consequential, caused by such inspection or works undertaken by the City.
- 13.2. The Licensee or their representatives will conduct a personal inspection of the premises and facilities prior to the event to satisfy the Licensee that the premises and facilities are suitable for the event purposes intended and will promptly notify the City of any perceived and visible hazards in sufficient time to allow the City to respond. The Licensee will sign off with the City its acceptance of the premises and facilities prior to the start of the event.

**14. NON-ASSIGNMENT**

- 14.1. The Licensee may not assign any of the rights granted by this Agreement to any other person or sublet or grant any sublicense in respect of the Premises or any part thereof, save and except that it may invite people to observe or be guests for the performance or observance of any matter or thing provided for in this Agreement as a use of the Premises.

**15. GENERAL PROVISIONS**

- 15.1. Time shall be of the essence of this Agreement and the provision of this clause shall not be waived by the conduct of either party.
- 15.2. If more than one person is named as licensee in this Agreement, then each such person is jointly and severally liable to the City for the performance of all covenants of the Licensee herein, and the City may, in its discretion, call upon any or all of such named individuals or take court proceedings and proceed to judgement against any one or more of such persons without merging or extinguishing its right to proceed against any others.
- 15.3. In this Agreement any reference to the singular includes the plural and any reference to masculine gender includes the female and neuter genders.
- 15.4. The City shall have the sole and exclusive right to collect and receive and have custody of all articles left, lost or checked into the Premises by persons attending any performance on or during the term of this license.
- 15.5. The City shall not be liable to the Licensee for any damage suffered by the Licensee whether direct or consequential by reason of access to the Premises being denied or obstructed by pickets as a result of a labour dispute, whether or not such labour dispute is lawful pursuant to the laws of British Columbia.
- 15.6. The Licensee shall obey all laws, statutes and regulations relating to fire prevention and electrical service and shall strictly observe and obey and perform all statutes, by-laws and statutory regulations relating to the facility or its use.
- 15.7. The City may evacuate the Premises if in its opinion it is unsafe for the use or occupation of such Premises, or there is a threat of arson, bombing or other violence made in connection with the Premises, and in such event, providing that such cause for evacuation does not arise as a result of the activities of the Licensee, the Licensee shall have the right at some time convenient to the City to use the Premises for the purpose of making up the time lost due to evacuation and the City shall cause any or all tickets sold and which could not be used due to the evacuation to be cancelled and for refunds to be made to patrons or invitees, and the Licensee shall have no claim against the City by reason of such loss of revenue with respect to tickets which were refunded and cancelled.
- 15.8. The City makes no representations other than as are contained herein and in particular makes no representation as to the fitness of the Premises for the use requested by the Licensee, and in the event the Premises are not fit for such purpose the Licensee shall have no claim against the City in respect thereof.
- 15.9. The Licensee will not use or allow others to use the Premises in any manner that is contrary to the applicable laws, statutes, bylaws, ordinances, regulations or other lawful requirements of any government authority having jurisdiction.

SIGNED AND DELIVERED BY the Licensee per:

Kyle Sampson

Signature of Licensee or Authorized Signatory

Date:

05/20/2020

SIGNED AND DELIVERED on behalf of  
the CITY OF PRINCE GEORGE per:

Rubadeau, Jen

Authorized Signatory

Date:

May 20/2020

### **Summary of Important Regulations**

(please refer to Pages 1- 3 for legal detail)

- 1) The event must comply with the current recommendations by the BC Centre for Disease Control and the Orders from the Provincial Health Officer regarding COVID-19.
- 2) Evidence of a \$5 million public liability policy including the City of Prince George as an additional insured is required to be presented to the City **FOURTEEN (14) DAYS** prior to the event date. Failure to comply may result in a termination of the reservation. This regulation applies to all sporting events and special events.
- 3) Evidence of worker's compensation coverage in good standing to be provided to City at least **FOURTEEN (14) DAYS** prior to the event.
- 4) Participants to execute hold harmless agreements in favour of the City of Prince George.
- 5) Licensee or their representative to conduct inspection of premises and facilities and sign off with the City prior to the event.
- 6) Remaining facility rental fee is due either at show settlement (if a ticketed event) or **THIRTY (30) DAYS** following the event date.
- 7) All additional charges (e.g.: Food and Beverage Service, Audio Visual Equipment, etc...) will be invoiced following the event.
- 8) All ticket printing and sales pertaining to the event must be provided by **TicketsNorth** exclusively. Event ticket advertising must refer to **TicketsNorth**, including availability of tickets at outlets, charge-by-phone centres, and on the **TicketsNorth** website ([www.ticketsnorth.ca](http://www.ticketsnorth.ca)).
- 9) All patrons must comply with the no-smoking bylaw #4078 within the facility, and provincial regulations prohibiting smoking within 3 metres (10 feet), of any building entrance or ventilation system.
- 10) The City of Prince George holds the exclusive right to all Food and Beverage Service within the facility. No outside contractors permitted. Sample menus for Food and Beverage Service are available upon request.
- 11) If the specified reservation times are exceeded during the event, overtime charges may be incurred.
- 12) Audio visual equipment is available upon request, some charges may be incurred.
- 13) Damage deposit of \$2000.00 may be required.
- 14) In accordance with the City of Prince George Sign Bylaw 7202, no outside posters, signs, etc. may be placed, taped, or erected on City property. This includes lamp posts, traffic meridians, and other related property. The damage deposit fee of \$1500.00 will be applied at settlement if the renter is found to be in violation of the Sign Bylaw.
- 15) When applicable, all consumption of alcohol must be completed by 1:00 a.m.
- 16) Open flame candles are prohibited according to fire regulations. A lantern to protect the candle is required.
- 17) Electrical connect/disconnect to the facility main power source must be completed by the **City of Prince George Electrical staff**. Charges may be incurred.
- 18) Any items to be displayed on the wall(s), floor(s) or ceiling(s) must be done so with the use of masking tape. No pins, tacks, staples, etc... permitted. Such items shall however, be subject to approval as to contents and style by the CN Centre.
- 19) All conveners bringing live or recorded music into the facility will be charged a fee in accordance to S.O.C.A.N.
- 20) Last minute requests for equipment or alterations will be subject to availability. Any alterations on the day of the event after the setup is complete could be subject to charges.
- 21) Telephones with local call capabilities only are available upon request. Additional charges for telephone service or internet service may be incurred. Special arrangements should be made with the Events Coordinator for long distance or private line installation.
- 22) If merchandise is sold in the CN Centre the following rates will apply: The City of Prince George/Eurest Foods will collect 30% of gross sales if building sells, and The City of Prince George/Eurest Foods will collect 20% of gross sales if band or vendor sells.
- 23) Video Scoreclock – if the video scoreclock is used for this event, the CN Centre retains the right to promote upcoming events in the CN Centre on the video screens.
- 24) No washrooms or concessions will be open to the public for this event.

**Please initial page one and two. Sign page three and the Event Plan. Return the required documents to Prince George CN Centre and retain this page for your reference.**



**CN Centre & Arenas**  
**Schedule A - Event Resume**  
**Rooftop Rock**  
**May 23, 2020**

May 20, 2020 12:03  
Type: Concert  
Event Coordinator: Jen Rubadeau  
**Event # 26087**  
Est. Attendance: 1000

**Event Contact:**

**Kyle Sampson**

Kyle Sampson

[REDACTED]

Prince George, BC V2N 4R7

Main 2506499231

E-Mail kyle@kylesampson.ca

**Contact Licensee:**

**Kyle Sampson**

Kyle Sampson

[REDACTED]

Prince George, BC V2N 4R7

Main 2506499231

E-Mail kyle@kylesampson.ca

**EVENT NOTES:**

Any other requested services or supplies will be added to the event's final invoice.

**RENTAL CHARGES:**

Start	End	Space	Rate Description	Rate	Charges
Sat May-23-20 11:00	23:59	Inner Paved Parking	Standard-Inner Paved Lot -Daily	542.00/DAY	\$542.00
Sat May-23-20 11:00	23:59	Canfor Room Ice Le	Lobby Roof Rental at Canfor Room Rate	78.00/DAY	\$78.00
<b>Estimated Room Rental Subtotal:</b>					<b>\$620.00</b>
<b>Total Estimated Room Rental:</b>					<b>620.00</b>

**Additional Services:**

Start/End Date & Time	Description	Space	Qty	Rate	Charges
May 23, 11:00 - 23:59	Operation Staff OT Rate - 1 staff from 11:30am-11:30pm		12.0 EA	80.53	\$ 966.36
May 23, 11:00 - 23:59	Event Management Staff OT Rate - 1 staff from 11:30am-11:30pm		12.0 EA	89.63	\$1,075.56
<b>Total Estimated Additional Services:</b>					<b>\$2,041.92</b>
Goods & Services Tax		<b>Taxable Amt</b>	<b>Rate</b>	<b>Charges</b>	
		<b>2,661.92</b>	<b>5.00</b>	<b>133.10</b>	
<b>Total Estimated Taxes and Service Charges:</b>					<b>\$133.10</b>
<b>Total Estimated License Fee:</b>					<b>2,795.02</b>
<b>Total Estimated Net Due:</b>					<b>2,795.02</b>

Licensee Signature

GST#: 12136 1067 RT0001

Dat

05/20/2020

100 - 2187 South Ospika Blvd. Prince George BC V2N 6

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www.cncentre.ca



Glen Mikkelsen  
CN Centre

May 25, 2020

Kyle Sampson  
[REDACTED]  
Prince George, BC  
V2N 4R7

**RE: Rooftop Rock – Event # 26087 - Cancellation**

Dear Mr. Sampson,


This is to confirm, that as per the Province of British Columbia Health Authority's directive on Friday, May 22, at 3:50 pm – limiting Drive-In events to fifty vehicles – the Rooftop Rock event planned for Saturday, May 23, was cancelled.

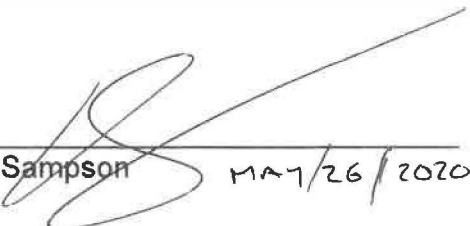
As no extra staff were needed to be called in, and the CN Centre and the parking lot were not used, there will be no charges applied to the Rooftop Rock concert.

With confirmation of your signature, this nullifies Event #26087, and the associated contract with the CN Centre.

Thank you for your interest in working with the CN Centre.

Confirmed:

  
\_\_\_\_\_  
Glen Mikkelsen  
Manager  
CN Centre  
*MAY 25, 2020*

  
\_\_\_\_\_  
Kyle Sampson  
*MAY 26 / 2020*