



CITY OF BARRIE  
EVENT AGREEMENT

Made this \_\_\_\_ day of \_\_\_\_\_, 2018.

BETWEEN:

**THE CORPORATION OF THE CITY OF BARRIE**  
(the "City" )

- and -

**MEDLEY**  
(the "Producer")

WHEREAS:

- A. The City has the jurisdiction over **Allandale Station Park & the Southshore Centre** and the adjacent land and facilities as further described in Schedule A (the "Site") and exclusive control over all events on the Site;
- B. The Producer has requested to operate the Barrie Food and Wine Expo as further described in Schedule A (the "Event") from Wednesday, July 18<sup>th</sup> to Sunday, July 22<sup>nd</sup>, 2018.
- C. The operation of the Event will limit access to the Site;

NOW THEREFORE in consideration of the mutual covenants herein contained and subject to the covenants, terms and conditions hereinafter set forth, the parties agree as follows:

### 1. Grant of Rights

The City grants to Producer the Site from July 18<sup>th</sup> to July 22<sup>nd</sup>, for the purpose of operating the Event on an "as is" basis.

The Producer may place required Event equipment, materials and vendor booths on the Site in locations acceptable to the City and in compliance with City policies and by-laws.

Any areas of the Site to be closed to the public must be pre-approved by the City. The use of the Site by Producer is solely for the purpose of operating the Event.

The City will reserve the Site and grant first right of refusal for use of the site from *July 17<sup>th</sup> to July 21<sup>st</sup>, 2019*, for Producer to operate the Event pending satisfactory performance of the 2018 *Barrie Food and Wine Expo*. Satisfactory performance shall be determined solely by the City and is subject to the Producer meeting all of its obligations in this Agreement.

### 2. Fees

By **Date TBD** Producer shall pay an event permit fee of **Amount TBD**. Payment must be made by certified cheque, bank draft or money order in Canadian Funds.

By **Date TBD** Producer shall provide a security deposit in Canadian Funds by certified cheque, bank draft or money order in the amount of **\$2000.00** to the City. The City will use these funds at its discretion to cover the cost of any necessary repairs, damage, or clean-up of City property as a result of the operation of the Event. Should the costs of repairs exceed the deposit the Producer will be invoiced for the balance.

### 3. Producer's Obligations

- a. Producer shall comply with all City of Barrie Policies, Procedures, By-laws and timelines as set out in the attached Schedule B - "Special Event Checklist". If the Producer does not comply, the City has the right to cancel the Event at any time up to or during the Event.
- b. Producer must keep the City fully updated on all Event plans. Producer shall provide to the City final and approved copies of the following by the date outlined in Schedule B:
  - i. a waste management plan
  - ii. a detailed operational plan
  - iii. a detailed emergency management plan
  - iv. copies of exemptions requested/granted to City by-laws.

- c. Producer shall enter into all sponsorship, vendor, and supplier agreements required to conduct the Event and will promptly provide to the City copies of any of these documents upon request.
- d. Producer will promptly provide to the City copies of its budget upon request.
- e. Producer shall comply with all of the above plans, agreements and approvals. If the Producer does not comply, the City has the right to cancel the Event at any time up to or during the Event.
- f. Wherever in the Site that Producer requires hydropower, water and any other utilities and such utilities are not available within the Site, Producer is responsible for the provision of and associated costs of these utilities.
- g. Producer must have the Site cleared and cleaned to the satisfaction of the City by 12:00 am on July 22<sup>nd</sup>. The Producer is responsible for the appropriate collection of waste and recycling during and at the conclusion of the Event. Failure to comply with the foregoing will result in the City arranging to clear and clean the area at the expense of Producer, which costs will be deducted from the deposit.
- h. Producer shall secure all necessary licenses, permits and approvals as required by the City. This includes, but is not limited to, a detailed site plan, Health Unit approvals, building permit for any tents (larger than 20' x 30') and for any other erected structures (including stages), an LCBO license, fire and safety inspections, exemptions related to the placement of signs, vehicles in parks, fireworks, fires on City property, exotic animals, and all other Provincial and Federal required approvals prior to the execution of this agreement.
- i. Producer shall cease operation of amplified sound at 10:00pm and ensure sound levels do not exceed 85db at 100 feet or 30 meters from the source.
- j. Producer shall be responsible for screening, training and the actions of all volunteers.
- k. Producer shall be responsible for ensuring that signs promoting the event are placed in accordance with the City's sign by-law, and are not placed on municipal property, unless otherwise approved. Signs placed in contravention of the City's sign by-law will be removed at the Producer's expense.
- l. Producer shall not use the City's logo on its promotional material without the express written consent of the City's Communication Department. Once permission has been granted, any artwork containing the City's logo must be provided to the Communications Department for approval before being published.
- m. Producer shall inspect the site for potential hazards and / or existing damage and complete and submit to the City the Special Events Inspection Form prior to the start of the Event.
- n. Producer is responsible for the Site during the Event. If Producer becomes aware of any unsafe conditions, it shall secure such area and promptly notify the City.
- o. The execution of this agreement does not grant the Producer an exemption from any City By-law.

## **5. City's Obligations**

The City will:

- a. Assign a dedicated City employee to work with Producer with respect to coordinating use of the Site and facilitating the special event permit process.
- b. Provide garbage and recycling receptacles as required and access to power and water where available.

## **7. Existing Concessionaires**

The City has a standing agreement with concessionaire(s) located on the waterfront. The operation of the Event by Producer shall honour this agreement. Alternate arrangements, if any, must be agreed to by the concessionaire and the City.

## **8. Insurance**

Producer shall at its own expense, obtain and keep in force during the term of this Agreement, Commercial General Liability Insurance satisfactory to the City, including the following and underwritten by an insurer licensed to conduct business in the Province of Ontario:

- a. A limit of liability of not less than Five Million Dollars Cdn Funds (\$5,000,000.00) per occurrence;

- b. The City shall be named as an additional insured;
- c. The policy shall contain a provision for cross liability in respect of the named insured;
- d. Non-owned automobile coverage with a limit of at least One Million Cdn Funds (\$1,000,000.00) including contractual non-owned coverage;
- e. Products and completed operation coverage (Broad Form) with an aggregate limit not less than Five Million Cdn Funds (\$5,000,000.00)
- f. That 30 days prior notice of an alteration, cancellation or material change in policy terms which reduces coverage shall be given in writing to the City.
- g Workers' compensation in compliance with statutory requirements;

A copy of such certificates of insurance shall be provided to the City a minimum of twenty-five (25) business days prior to the Event.

## **9. Indemnity**

The Producer shall indemnify and hold harmless the City, its officers and employees from and against all liabilities, claims, demands, loss, cost, damages, actions, expenses, suits or other proceedings by whomsoever made, directly or indirectly arising out of the Event attributable to bodily injury, sickness, disease or death or to damage to or destruction of tangible property caused by any acts or omissions of the Producer, its officers, agents, servants, employees, volunteers, invitees, or licensees or occurring in or on the Site or any part thereof and as a result of the activities under this Agreement.

Producer waives any claim against the City for any damages, including all costs, resulting from all acts or omissions relating to the Event, including but not limited to force majeure.

## **10. Termination**

The City reserves the right to cancel this Agreement for breach of any of the terms or conditions of this Agreement or the Special Events Policy, Procedures, City By-laws and Special Event Checklist. The City assumes no liability for any damages incurred by Producer arising from such cancellation. Any monies held by the City from Producer may be forfeited at the discretion of the City.

## **11. No Joint Venture**

This Agreement does not constitute and shall not be construed as constituting a partnership or joint venture between the City and Producer. Other than as specifically set forth herein, neither party shall have any right to obligate or bind the other party in any manner whatsoever, and nothing herein contained shall give, or is intended to give, any rights of any kind to any third persons.

## **12. Notices**

All notices required hereunder shall be sent to the parties by hand delivery or by certified mail, return receipt requested at the following address:

To Producer: Medley  
Attn: Kasia Sarnecki

To the City: The Corporation of the City of Barrie  
P.O. Box 400, 70 Collier St.  
Barrie, ON L4M 4T5  
Attn: Lindsay Babcock

## **13. Assignment**

Producer may not assign or subcontract any of its rights or obligations hereunder in whole or in part without the City's specific prior written consent, which will not be unreasonably withheld. Notwithstanding any consent thereto by the City, Producer will remain fully liable for all actions and omissions of any of its subcontractors.

## **14. Waiver**

Failure by either party to insist upon the strict performance of any of the provisions of this Agreement or to exercise any right or remedy will not be construed as a waiver or relinquishment of such provision but the same will continue in full force. No waiver will be deemed to have been made unless expressed in writing.

**15. Severability**

If for any reason any term or condition of this Agreement or the application thereof to any party or circumstance is to any extent invalid or unenforceable, all other terms and conditions of this Agreement and/or the application of such terms and conditions to parties or circumstances will not be affected thereby and will be separately valid and enforceable to the fullest extent permitted by law. The unenforceable provision(s) will be deemed to be amended to the extent needed to render them enforceable, so as best to reflect the intentions of the parties.

**16. Governing Law**

This Agreement shall be governed by and interpreted in accordance with the law of the province of Ontario, Canada.

**17. Counterparts**

This Agreement may be signed in counterparts, each of which when signed and delivered will be deemed to be an original, but all such counterparts will together constitute one and the same instrument.

IN WITNESS WHEREOF the parties hereto have set their hands the day and year written above.

**MEDLEY CORP**

DATED: \_\_\_\_\_

per: \_\_\_\_\_  
Name:  
Title:

**THE CORPORATION OF THE CITY OF BARRIE**

DATED: \_\_\_\_\_

\_\_\_\_\_  
Name:  
Title:

**SCHEDULE A**

DESCRIPTION OF SITE

Allandale Station Park & the Southshore Centre

DESCRIPTION OF THE EVENT

*To be provided by Medley.*

**SCHEDULE B**

**SPECIAL EVENT CHECKLIST**

**SCHEDULE C**

**SPECIAL EVENTS INSPECTION FORM**