

REPORT FOR ACTION

Basketball Court Sponsorship with Toronto Event Centre

Date: September 13, 2017
To: Board of Governors of Exhibition Place
From: Dianne Young, Chief Executive Officer
Wards: Wards 14 & 19

SUMMARY

This report recommends a three year sponsorship agreement with Toronto Event Centre with respect to the eight community basketball courts located just east of Centennial Square.

RECOMMENDATIONS

The Chief Executive Officer recommends that the Board:

1. Approve the execution of a three-year agreement with Toronto Event Centre to sponsor the Community Basketball Courts substantially on the terms and conditions in Appendix A to this report and such other terms and conditions satisfactory to the Board's Chief Executive Officer and the City Solicitor.

FINANCIAL IMPACT

Toronto Event Centre will pay \$10,500.00 plus HST for 2017, \$5,500.00 plus HST for 2018 and \$5,500.00 plus HST for 2019. These funds pay for the work completed in 2017 to refurbish the community basketball court and payments in 2018 and 2019 will be used by Exhibition Place to maintain the courts.

DECISION HISTORY

The Exhibition Place 2017- 2019 Strategic Plan has a Recognition and Public Understanding to reinforce the "Gathering Place" focus and promotion of our unique positioning.

At its meeting of December 3, 2012 the Board approved of entering into a three year agreement with Muzik Clubs Inc. to sponsor the Community Basketball Courts at Exhibition Place.

<https://www.explace.on.ca/files/file/59a70860c6ebb/Muzik-Community-Courts.pdf>

COMMENTS

Exhibition Place has provided basketball courts for the local community for at least 19 years, following a request from the Parkdale community. At first, these courts consisted only of some basketball standards located in the parking lot to the east of Liberty Grand, but in 2001 a new improved format was developed in the asphalt area beside Centennial Park.

While Exhibition Place provided minimal maintenance of this area over the years, the financial commitment undertaken by Toronto Event Centre (formerly Muzik Clubs) in 2010 was in excess of normal annual expenditures made by Exhibition Place, and has developed and upgraded this community area. This support from Toronto Event Centre continued until the agreement ended October 31, 2015.

In 2017, Exhibition Place was approached by Toronto Event Centre to again renovate these courts for improved community use. Toronto Event Centre offered to contribute to the cost of the refresh and maintenance of the courts and to program basketball events for the local community such as coaching and player clinics; community events; and special fundraisers to encourage greater participation in the community use of the courts.

All the work on the community basketball courts has now been completed at a cost of \$10,500. The proposed agreement provides for Toronto Event Centre to pay this cost in 2017 and then provide \$5,500 in each of the two subsequent years to maintain the courts. The proposed terms of the agreement acknowledges that this area is to be used for community basketball from April 1st to October 31st each year subject to protection for the Board's existing events such as the CNE, the Honda Indy and for existing and / or future festivals; allows Toronto Event Centre to develop community basketball programming for approximately 15 days each year; and allows Toronto Event Centre the right to seek sponsorships in support of any special programming developed by it.

The agreement also sets out the obligations of Exhibition Place to continue with its general maintenance of the area (cleaning, line painting and security) and obligates Toronto Event Centre for the initial cost and future upkeep of any improvements to the basketball courts.

CONTACT

Arlene Campbell, General Manager/SEM, 416-263-3030, acampbell@explace.on.ca

SIGNATURE

Dianne Young
Chief Executive Officer

ATTACHMENTS

Appendix "A" - Substantial Terms and Conditions of Sponsorship Agreement

Appendix "A"

Substantial Terms and Conditions of the Sponsorship Agreement

1. Term: The Term shall be two (2) years and 133 days commencing on June 21, 2017, as mutually agreed upon and ending October 31, 2019.
2. Upgrades: The Board will carry out the following annual renovations to the Basketball Courts:
 - a) Repair or replace, if required, the existing 8 basketball poles, backboards and hoops;
 - b) Repair or replace, if required, the broken mounting collars; and,
 - c) Resurface the existing asphalt pavement and paint the court lines.
3. Signage: The Board, at its cost and expense will supply and erect signage, acknowledging the Licensee's contribution to the Basketball Courts. The Board will work cooperatively with the Licensee on the design, wording and placement of this signage.
4. Board's Maintenance: The Board will be responsible, at its sole expense, for the cleaning, sweeping, power washing and security for the Basketball Courts and repainting the lines on the Basketball Courts as such repainting may be required from time to time as a result of the community use of the Basketball Courts as set out in paragraph 6 below. The Board will also be responsible for the cost of all structural repairs to the asphalt slab and for repairs of any damage caused by the Board's use of the Basketball Courts for events such as, but not limited to, the Honda Toronto Indy event and the CNE. The Licensee agrees that maintenance and repair work done by the Board under this paragraph shall be done to the same standard as the rest of Exhibition Place.
5. Community / Event Use: The Board and Licensee acknowledge and agree that the main purpose of the Basketball Courts for the period from April 1st to October 31st is to be for community use. The Board will continue to be responsible for the general community use of the Basketball Courts and the costs associated therewith. However the parties agree that the Basketball Courts will be closed to community use due to the following activities:
 - (i) Move-in, move-out and event days for the annual CNE;
 - (ii) Event days for the Toronto Honda Indy
 - (iii) Festivals;
 - (iv) Every Saturday from 8pm to Sunday 8am for Parking; and
 - (v) Other one time Exhibition Place special events that may occur from time to time.
6. Other Use: Subject to the Board's right to close the Basketball Courts as set out in Paragraph 5 (i) – (v), the Licensee will have the right to use the Basketball Courts for up to fifteen (15) days of the year, on a nominal rent basis (i.e. \$2.00), to program basketball events for the local community such as coaching and player clinics; sponsored community events; and special fundraisers to encourage greater participation in the community use of the Basketball Courts (the "Special Community Events"). Such dates for Special Community Events shall be mutually agreed to by the parties and the Licensee shall ensure that notice of the use of the Courts for these

purposes is posted for the information of the local community at least 48 hours in advance of the date of such use.

7. Event License: An event license agreement for each Special Community Event shall be negotiated and executed in advance of such event containing terms and conditions as agreed to by the parties, acting reasonably and in good faith. Proof of Insurance as required under section 10 below shall also be provided by the Licensee to the Board prior to each Special Community Event.

8. Sponsorship: The Board shall permit the Licensee to undertake a fundraising and sponsorship program strictly limited to the Licensee's Special Community Events on the Basketball Courts provided that the Licensee shall not enter into any sponsorship arrangement which conflicts with any exclusive sponsorship and advertising arrangement for Exhibition Place entered into by the Board, including all naming and signage rights. The Licensee shall be permitted to sell rights for signage to be displayed at the Basketball Courts during the Special Community Events. Money raised through fundraising and sponsorship events shall be first used to fund special Community Events and thereafter will be paid over to not for profit community organization whose objects are to foster the playing of basketball in the immediate community surrounding Exhibition Place.

9. Indemnity/Insurance:

(i) The Licensee indemnifies, holds harmless and defends the Board, its elected and appointed officials, employees, officers and agents, from and against any and all losses, claims, liability, damage, action, or expense (including, without limitation, costs and legal fees brought or suffered by any person, including the Licensee) arising out of or relating to (i) Licensee's use of the Basketball Courts for Special Community Events (ii) any breach or

default in the performance of any obligation of Licensee under this Letter Agreement, and (ii) any negligence or willful misconduct of Licensee or any of its agents, employees, contractors, invitees, attendees, patrons and guests with respect to the renovation and maintenance of the Basketball Courts by the Licensee as contemplated under this Agreement or the Special Community Events.

(ii) For each Special Community Event the Licensee shall provide proof of comprehensive general liability coverage in the amount of Five Million Dollars (\$5,000,000) of Combined Single Limit Coverage to include: Comprehensive Form, Premises/Operations, Contractual, Broad Form Property Damage and Products/Completed Operation, which is issued by an insurance company authorized by law to carry on business in the Province of Ontario and which is in a form acceptable to the Licensor. The term of such occurrence based coverage shall be for the duration of each Special Community Event. Such insurance shall specifically include the Licensor, City of Toronto, Canadian National Exhibition Association, and their respective directors, officers and employees (collectively the "Indemnitees"), as additional insureds, and contain a cross-liability clause and non-owned automobile liability clause.

10. Other: The Licensee acknowledges and agrees that:

(i) No assignment of this Letter Agreement or the rights thereunder shall be permitted.

(ii) The Licensee shall abide by all the terms and conditions of the Board's collective agreements with respect to any work to be undertaken on the Basketball Courts under this License including Schedule "B".

Schedule "B"

Initial Project Work	Responsibility for Costs	Performed by
Refurbish backboards, nets & sleeves (Section 2)	Exhibition Place	Exhibition Place
Application of Surface Sealer (Section 2)	Exhibition Place	Exhibition Place Third Party Contractor
Repainting of Court lines (Section 2)	Exhibition Place	Exhibition Place Third Party Contractor
Sign Production (section 3)	Exhibition Place	Exhibition Place Third Party Contractor