

City of Oshawa Community Suite and Bowl Seat Ticket License Agreement

In the event that the organization is awarded either use of the Community Suite 223 or bowl seat tickets located in section 112, the organization, including all individuals attending with the organization (“attendees”), shall strictly adhere to the following terms and conditions:

1. The City shall have access to the Community Suite and bowl seat tickets at all times. The organization shall not permit the City’s right to access the Community Suite and/or any seating to be impeded.
2. The organization shall abide by and comply with all applicable federal, provincial and municipal legislation, regulations and by-laws as well as Oak View Group’s rules and regulations, including, without limitation:
 - (a) comply forthwith with any direction given by the City respecting the use of the Community Suite and/or bowl seat tickets;
 - (b) maintain the Community Suite or bowl seat tickets located in section 112, in good order and in a neat and tidy condition;
 - (c) not do or suffer or permit to be done or suffered any act or thing which may impair, damage or injure the Tribute Communities Centre (the “T.C.C.”) or any part thereof including specifically the Community Suite and bowl seat tickets ;
 - (d) not permit any food or beverage to be brought into or prepared or consumed within the T.C.C., except food and beverage provided by the City and its approved suppliers at such prices and on such terms and conditions as may be fixed by the City from time to time;
 - (e) not smoke or permit smoking within the T.C.C.;
 - (f) not permit conduct which interferes with or impairs the use and enjoyment of the T.C.C. by others or which interferes with or impairs the City’s operation of the T.C.C.;
 - (g) remain solely responsible for the actions and conduct of the organization and its attendees;
 - (h) not permit entry to the Community Suite by any person except a person possessing a ticket for the Community Suite for the specified event or game scheduled at the T.C.C.;
 - (i) not permit the filming, recording or transmitting from the Community Suite or its seats, or from the seating of any portion of any game or event at the T.C.C., or any description thereof, by any means including, without limitation, by radio or television broadcast; and
 - (j) ensure that the terms of this Agreement have been communicated to and understood by each person accompanying the organization to the specified event or game.
3. The organization’s rights and benefits under this Agreement are personal to the Licensee and non-transferable. The Licensee shall not permit the assignment, transfer, encumbering or sublicensing, in whole or in part, this Agreement.
4. The organization and its attendees release and shall at all times indemnify and save the City harmless from and against all claims, demands, liabilities, fines, losses, costs, damages, actions, suits or other proceedings by whomsoever made, brought, prosecuted or in any manner based upon, occasioned by or attributable to or in any way arising out of any act or omission by or on behalf of the organization and its attendees in any way

related to the use of the Community Suite or bowl seat tickets located in section 112. This release and indemnification shall survive the termination of this Agreement whether by act of the parties or by operation of law. Notwithstanding the foregoing, the Licensee shall have no obligation to release the City, nor save it harmless from or against any claim which shall be asserted against or incurred by the City resulting from the gross negligence of the City.

5. If the organization is defined by reference to an entity that is not an individual, each individual purporting to execute this Application Form on the organization's behalf represents and warrants that:
 - (a) the registered Durham Regional charitable/incorporated non-profit organization's proper corporate name is as set out in the Application Form;
 - (b) that the registered Durham Regional charitable/incorporated non-profit organization is in good standing, duly incorporated and organized under the laws of the jurisdiction in which it was incorporated; and that
 - (c) each such individual is authorized and empowered to bind the organization to the terms of this Application Form by her or his signature.
6. If any representation or warranty in section 5 of the Terms and Conditions of the Application Form is false, each individual who signs this Application Form, covenants and agrees to be jointly and severally liable for performance of the organization's covenants pursuant to this Application Form.
7. If the organization defaults in the performance of any of its obligations in this Application Form, the City may terminate the organization's rights and the City's obligations in this Application Form forthwith and without notice. The organization's obligations and the City's rights under this Application Form shall survive such termination by the City.
8. All rights and liabilities herein granted, or imposed upon the respective parties hereto, extend to and bind the successors and assigns of the City and the permitted successors and assigns of the organization, as the case may be. No rights or benefits, however, shall enure to the benefit of any assignee, sublicensee, transferee or encumbrancer of the organization unless the City has waived in writing the prohibition against any such assignment, transfer, sublicense or encumbrance.
9. If any covenant, obligation, agreement, term or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement or the application of such covenant, obligation, agreement, term or condition to persons or circumstances other than those in respect of which it is held invalid or unenforceable, shall not be affected thereby and each covenant, obligation, agreement, term and condition of this Agreement shall be separately valid and enforceable to the fullest extent permitted by law.
10. The failure by the City to require the strict fulfillment of the organization's obligations hereunder, or to exercise any rights herein contained, shall not constitute a waiver, renunciation or surrender of those obligations or rights.

Individual responsible on game night (must be over 18 years of age):

Name (please print): _____

Signature: _____

Date: _____