

TO: Mayor Savage and Members of Halifax Regional Council

Original Signed by



SUBMITTED BY:

Bruce Zvaniga, Acting Chief Administrative Officer

DATE: April 13, 2018

SUBJECT: Wanderers Grounds and Sports & Entertainment Atlantic

ORIGIN

June 20 & 21, 2017 Halifax Regional Council motion:

Moved by Councillor Mason, seconded by Councillor Mancini:

THAT Halifax Regional Council:

- 1) Authorize the CAO, or his delegate, to negotiate and execute a rental agreement with Sports Entertainment Atlantic (SEA) for the use of the Wanderers Grounds to host a professional soccer team and other events in a temporary stadium on the site with seating for up to 7000 spectators based on the Key Terms and Conditions outlined in Table 2 of the staff report dated June 7, 2017 and with such changes or conditions as may be deemed by the CAO to be in the best interest of the Municipality. This shall be subject to the consideration of any management issues with the sporting events(s) scheduled for fall 2017, as outlined in the staff report dated June 7, 2017; and
- 2) Further direct staff to consider the following with regard to an agreement with SEA and the management of the Wanderers Grounds:
 - a. the visual impact of the stands along summer and Sackville Streets be addressed through means such as their scale and appearance;
 - b. the stands, particularly those along summer and Sackville Streets be removed at the end of the season;
 - c. restrict the number of larger scale games or events involving the full stadium setup in the first year to 14 games only pending the first annual evaluation of impacts;
 - d. that events be finished by 11:00 p.m.;
 - e. that standards and timelines be developed to ensure prompt site clean-up;
 - f. that the facility and events on the site be designed and managed to minimize impacts on surrounding land uses, including the hospital and residential uses;
 - g. that impacts on hospital parking are addressed with the Nova Scotia Health Authority; and
 - h. that there be on-going reviews, including an annual review, to address issues.

AMENDED MOTION PUT AND PASSED UNANIMOUSLY

...RECOMMENDATION ON PAGE 2

LEGISLATIVE AUTHORITY

Halifax Regional Municipality Charter 61(5) The Municipality may...(c) lease property owned by the Municipality at market value

Administrative Order One 63(7) A motion of rescission shall be passed by a vote of two-thirds (2/3rds) of the Members present and voting.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Rescind resolution 14.1.13 from the June 20 and 21, 2017 Regional Council meeting;
2. Direct and authorize the CAO, or his delegate, to negotiate and execute a one-year rental agreement with Sports & Entertainment Atlantic (SEA) for use of the Wanderers Grounds for 2018 as per Attachment 1; and
3. Direct and authorize the CAO, or his delegate, to negotiate and execute a three-year rental agreement with SEA for use of the Wanderers Grounds for Canadian Premier League soccer games in 2019, 2020 and 2021, based on the Key Terms and Conditions outlined in Table 1 of this report which are consistent with Regional Council's previous direction with only a change to the number of games and with such changes or conditions as may be deemed by the CAO to be in the best interest of the Municipality. This will be subject to the consideration of any management issues with the sporting event(s) scheduled for 2018.

BACKGROUND

Site & Surroundings

The Wanderers Grounds is an HRM-owned natural turf sport field located on a 9.66-acre parcel on the block bordered by Sackville Street, Bell Road and Summer Street (Attachment 2). The site is within the boundary of the original Halifax Common grant of 1763 that comprised 235 acres. Abutting the site to the northwest and on the same block is the Nova Scotia Museum of Natural History. To the south across Sackville Street is the Public Gardens, and to the west across Summer Street is Camp Hill Cemetery. To the northwest are several hospital facilities that form part of the QEII Health Complex, and to the north is Citadel High School. Also located on the same parcel of land is the Halifax Lawn Bowls, the Bengal Lancers equestrian facility, municipal greenhouses and an operations yard. The entire 9.66-acre parcel is a municipally registered heritage property.

In the fall of 2017, HRM completed a \$1M capital rehabilitation of the field resulting in the site being upgraded to a premiere Class A field that meets international standards. Prior to the upgrade, the field has accommodated several sports including tackle and touch football, rugby, lacrosse, and Ultimate Frisbee, which continue to be scheduled when the field re-opens this spring.

SEA Proposal

In early 2017, an unsolicited proposal was received from Sports & Entertainment Atlantic (SEA) to install a temporary stadium for up to 7,000 spectators on the Wanderers Grounds and host professional soccer and other field events, including rugby football and concerts. The proposal was based on a 3-year term with an option to renew for an additional 3 years, and confirmed that SEA would assume all costs associated with the installation and management of the temporary stadium. Soon after this proposal was received, the Community Planning and Economic Development Standing Committee requested a staff report on the feasibility of permitting a pop-up stadium on the Wanderers Grounds. In June 2017, staff submitted a report to Regional Council outlining key terms and conditions for a rental agreement with SEA. Council

unanimously approved an amended motion that outlined the key terms and conditions to be included in the rental agreement with SEA.

Meetings with SEA were held in preparation of a draft rental agreement. At the outset of these meetings, it was SEA's intention to host a sporting event in fall 2017 at the Wanderers Grounds but by mid-summer it was confirmed that that would not occur and that they would be focusing on 2018 events. The 2018 events included the anticipated launch of the Canadian Premier League (CPL), and it was expected that if SEA was successful in securing a Halifax team, that ten CPL soccer games would be played at the Wanderers Grounds.

In September 2017, SEA provided staff with a copy of a letter from the CPL confirming that the inaugural season would be 2019 instead of 2018 as previously planned. SEA indicates that the CPL would be making a public announcement regarding a potential team in Halifax in spring 2018. At a meeting held in January 2018, SEA confirmed their intention to install the temporary stadium seating at the Wanderers Grounds in the spring of 2018 (Attachment 3), and host up to 8 events between June and October. If approved, SEA would install sufficient seating to accommodate approximately 6,500 spectators, and at the end of the 2018 season, would remove all the stadium seating.

DISCUSSION

While staff maintain support of their original recommendation to negotiate and execute an agreement with SEA for use of the Wanderers Grounds to host a professional soccer team and other events, there are key considerations that required review as a result of the changes to the SEA proposal and timing. As a result, staff is required to return to Council and seek new direction.

Following the January 2018 meeting with SEA, and a review of the changes to SEA's original proposal, staff is recommending the execution of a one-year rental agreement with SEA for 2018 (Attachment 1) and a separate three-year agreement for 2019 to 2021 for CPL soccer games. The 2018 agreement would provide both HRM and SEA with a 'test year' to evaluate the stadium and the events hosted, including both the positive and negative aspects. The review of the 2018 season would be used to confirm the terms and conditions of the 2019-2021 three-year agreement to be developed and executed prior to the start of the 2019 season.

Rescission of Previous Council Motion

Given the changes to SEA's original proposal, it is necessary to rescind the previous resolution of Regional Council from the June 20 and 21, 2017 Regional Council meeting in order to consider the updated direction. As stated in section 63(7) of Administrative Order 1, a motion of rescission shall be passed by a vote of two-thirds (2/3rds) of the Members voting and present.

One Year Rental Agreement

If approved, the one-year 2018 agreement (Attachment 1) will have a 21-week season, beginning June 1st and ending October 26th. This agreement would allow SEA to rent the Wanderers Grounds for a maximum of 8 events, including rugby, soccer and football but no concerts. As noted in the 2018 rental agreement, and consistent with the previous direction, HRM will maintain direct control and management of the Wanderers Grounds, including the scheduling and booking of all events. HRM will be responsible for all required maintenance of the field, and SEA will be responsible for all costs associated with the design, construction, installation and maintenance of the stadium seating. All events are to be concluded by 11:00 pm.

The 8 SEA events will be the only full stadium ticketed events at the Wanderers Grounds in 2018. The limitation on full stadium ticketed events is to ensure the condition of the playing field is not negatively impacted during this test year. Community and public use will continue on the field in addition to these events, therefore not adversely impacting community recreational opportunities.

Fair Market Value

Pursuant to section 11 of Administrative Order 58, Delegation of *Certain Authorities Administrative Order*, all renters of a facility must pay market value rent. If the entity is a non-profit organization that is holding a sporting event, community event, recreational event, entertainment event, or cultural event, the Municipality can enter a less than market value rental agreement. As a result, it is anticipated that there will be at least two separate rental rates for the Wanderers Grounds; a market value rent for those entities deriving profit from the sale of tickets, and a less than market value rental rate for community based, non-profit organizations. The market value rent that has been set for SEA for the proposed 2018 one-year rental agreement is \$1,200.00 per stadium event.

Sport Compatibility on the Wanderers Grounds

Staff has confirmed the Wanderers Grounds can accommodate all field sports, including rugby and football, but these sporting events would require careful scheduling to allow sufficient time for turf recovery and any required repairs.

Proposed Three Year Rental Agreement

Should SEA be successful in obtaining the rights to a Halifax CPL team, it is recommended that HRM enter into a three-year agreement beginning in the 2019 season, concurrent with the start of the new league. As noted, that rental contract would also incorporate any changes or improvements learned through the one-year contract for the 2018 season to host other events.

Compatibility of SEA’s Proposal with use of Wanderers Grounds

SEA has advised staff that they will likely require bookings for up to 20 CPL games per season starting in 2019, and that it is their position that there should not be a limit on events or games that SEA hosts at the Wanderers Grounds after 2018. There are several issues with this request that need to be addressed:

- Due to the potential for damage caused to the field from overuse, HRM will need to establish limits on the number of hours of use per season for the Wanderers Grounds for all users, and will need to strategically manage the scheduling of events to allow the field sufficient recovery time. This is a critical issue as HRM is responsible for maintenance of the field and would be committing in the rental agreement with SEA to maintain the turf to CPL standards.
- While scheduling 20 events for SEA may limit the opportunity for field usage by other user groups, it is required to host the CPL. Staff does not, support SEA’s request to not limit the number of events they can host at the Wanderers Grounds as it is a multi-purpose field that is important for other community usage.
- This agreement is specific to soccer games required for CPL league play. Any other events would be separate from this agreement.

HRM requires a strong management position that allows the municipality to balance the needs of SEA and a professional soccer franchise with other usage of the field. Prior to entering into any agreement with SEA, it is prudent to monitor the proposed events scheduled for 2018 to determine if there are any unforeseen or unacceptable impacts on either the site or the local community. The proposed three-year rental agreement is based on the key terms and conditions outlined in Table 1.

Table 1: Key Terms and Conditions

Seating Infrastructure	<ul style="list-style-type: none"> • HRM grants SEA a license to install a temporary stadium for up to 6,500 people in for a term of three years, subject to the following: <ul style="list-style-type: none"> ○ SEA is responsible for the installation, maintenance, and inspection of the stadium ○ The temporary stadium must be located within the boundaries designated by HRM ○ Other user groups will be permitted to use the temporary stadium ○ At the end of the Term, or earlier termination in accordance with the agreement, SEA will remove the temporary stadium and
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	return the Wanderers Grounds to its pre-existing condition at no expense to HRM
Control	<ul style="list-style-type: none"> HRM continues to maintain direct control and management of the facility.
Rental	<ul style="list-style-type: none"> HRM to enter into a rental agreement at fair market value with preferential bookings for SEA for CPL mandated dates for a period of 3 years, to a maximum of 20 events per year including playoffs, each of which must end by 11 p.m.
Facility Booking	<ul style="list-style-type: none"> HRM continues to book use of the Wanderers Grounds to other interested parties.
Field Maintenance	<ul style="list-style-type: none"> HRM continues to maintain the field, and would commit to keep the playing service in a condition that meets CPL standards.
Insurance	<ul style="list-style-type: none"> SEA would provide the stadium seating with appropriate insurance coverage, with the ability for the seating to be available for use at HRM's discretion during all events on the field.
Concessions	<ul style="list-style-type: none"> HRM grants SEA a license to install and operate temporary structures on the site for concessions purposes, including alcohol sales in accordance with Administrative Order 53, the Municipal Alcohol Policy, during soccer games or other events.
Facility Cleanliness	<ul style="list-style-type: none"> SEA will clean the facility promptly after each event to a standard acceptable to HRM.
Sponsorship	<ul style="list-style-type: none"> Sponsorship of events is permitted in accordance with Administrative Order 55, the HRM Sponsorship Administrative Order.
Additional Considerations	<ul style="list-style-type: none"> Rental agreement to include requirement that visual impact of the seating along Summer and Sackville Streets be addressed by means such as scale and appearance. Those stands will also be removed at the end of each season. Rental agreement to include requirement to design and manage events in manner to minimize impact on surrounding land uses, including parking, hospital and residential uses. Rental agreement to include issue resolution protocol and requirement for annual review That impacts on hospital parking are addressed with the Nova Scotia Health Authority Fair market value may take into consideration any revenues that HRM receives from the improvements to the Wanderers Grounds from the installation of the temporary stadium

Table 1 reflects the Key Terms and Conditions previously approved by Regional Council on June 20 and 21, 2017. The only change to the previous Council direction is the maximum number of games which may be required to accommodate league mandated games to include playoffs.

In discussions with SEA, negotiations for the use of the stadium seating for non CPL full stadium ticketed events held during the 3-year rental period will be required. Staff will include language in the agreement which covers the utilization of the stadium infrastructure.

FINANCIAL IMPLICATIONS

The costs to install the temporary stadium seating remains the responsibility of SEA. HRM will collect rental revenues from SEA and other groups renting the field for events. The total projected rental revenue for the 2018 season is \$1,200 for each of the eight (8) events, for a total of \$9,600.

Funding to maintain the site is currently included in HRM's operating budget and any increased

maintenance requirements would be addressed through the negotiation of costs for SEA to use the property. A review of these maintenance costs would be included in the overall review process following completion of the 2018 season and if necessary, rental rates for the 3-year (2019-2021) agreement would be adjusted to reflect the actual required maintenance costs for the Wanderers Grounds.

RISK CONSIDERATION

There are no significant risks associated with the recommendations in this report. The risks considered rate Low. To reach this conclusion, consideration was given to operational, financial, strategic and reputational risks. The recommendation to undertake a one-year rental agreement to host eight test events will help to manage and mitigate any risks.

COMMUNITY ENGAGEMENT

No community engagement has been held on execution of a rental agreement with HRM and SEA for the Wanderers Grounds. HRM did receive numerous written submissions with mixed positions. The Friends of the Halifax Common state that HRM cannot legally lease the site to SEA and that the proposed use is inconsistent with the 1994 Common Plan and the intent to maintain public access to all Common lands. Other points raised relate to the need to limiting private use of the Common to temporary events, potential noise impacts on the Public Gardens and residential uses, increased traffic, and sufficiency of parking.

ENVIRONMENTAL IMPLICATIONS

There are no environmental implications associated with this report.

ALTERNATIVES

- Alternative 1: Regional Council may choose to not permit any of the temporary stadium to be installed in 2018 and that execution of a rental agreement be delayed until before 2019 when the CPL is scheduled to launch and the potential Halifax Team opens their first season.
- Alternative 2: Regional Council may choose to limit the amount of full stadium events to be held at the Wanderers Grounds between 2019 and 2021 as part of the proposed 3-year agreement with SEA.

ATTACHMENTS

- Attachment 1: 2018 Rental Agreement with SEA
- Attachment 2: Site Map
- Attachment 3: 2018 Stadium Site Plan

A copy of this report can be obtained online at halifax.ca or by contacting the Office of the Municipal Clerk at 902.490.4210.

Report Prepared by: Bruce Chisholm, Partnership Coordinator, Parks & Recreation, 902.490.1214

P.O. Box 1749
Halifax, Nova Scotia
B3J 3A5 Canada

THIS AGREEMENT made the _____ day of _____, 20_____.

BETWEEN:

DASQ HOLDINGS INC,

**a business incorporated under the laws of the Province of Nova Scotia, operating under
the business name SPORTS & ENTERTAINMENT ATLANTIC
("SEA")**

- and -

**HALIFAX REGIONAL MUNICIPALITY
("HRM")**

WHEREAS HRM is the absolute owner, free of encumbrances, of the Wanderers Grounds described in "Schedule A" attached hereto and forming part hereof;

AND WHEREAS, Sports & Entertainment Atlantic desires to enter into an agreement with HRM for use of the Wanderers Grounds to erect a temporary stadium on the Property and rent the Property to host sporting events.

AND WHEREAS, HRM will continue to maintain direct control, management, and maintenance of the Property.

THEREFORE, in consideration of the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

DEFINITIONS

- 1) In this Agreement, unless the context otherwise requires, the following words shall have the following meanings:
 - a) "Agreement" means this License and Rental Agreement, including all schedules attached hereto;
 - b) "Property" means the Wanderers Grounds, located at the corner of Summer and Sackville Streets, as described in Schedule "A";

- c) "Stadium" means the 6,500 spectator temporary stadium to be erected by SEA on the Property; and
- d) "Term" means a term of one (1) year, commencing on the 1st day of May, 2018 and expiring on the 30th day of April, 2019, unless terminated earlier in accordance with this Agreement.

GRANT OF RIGHTS TO SEA

- 2) HRM does hereby grant to SEA a non – exclusive license for the Term to erect and install a 6,500 spectator temporary stadium and concession stands within the HRM designated boundaries as outlined in Schedule "B".

LICENSE FEE

- 3) SEA shall pay HRM a license fee of \$1,200.00 each time it rents the Property to host an event.

TERMINATION OF AGREEMENT

- 4) HRM or SEA may at any time during the Term at their election on six (6) months' notice in writing to the other party, terminate this Agreement.
- 5) Where SEA breaches or fails to comply with or observe any of the terms, conditions, provisions or requirements of this Agreement and is thus in default of same, this Agreement may be terminated by HRM, effective immediately, upon giving SEA written notice of its election to terminate this Agreement.
- 6) Notwithstanding the generality of section 5 above, where, in the sole and unfettered determination of HRM, the following occurs, SEA shall be deemed to be in default of this Agreement:
 - a) SEA fails to perform its duties and responsibilities as is required under this Agreement; or
 - b) SEA has failed to maintain appropriate insurance coverage as is required under this Agreement; or
 - c) SEA acts in a manner or fails to act in a way that adversely affects HRM's insurance coverage or ability to obtain insurance at a reasonable cost; or
 - d) SEA fails to maintain the Stadium in a manner acceptable to SEA during the Term.
- 7) Upon the expiration of the Term or termination of this Agreement for any reason, SEA shall, at its own cost and expense, remove the its equipment, the Stadium, debris and other moveable property, and restore the Property to its original condition.

DUTIES OF HRM:

- 8) HRM is to maintain direct control and management of the Property, including the scheduling and booking of all events to be held on the Property.
- 9) HRM to maintain the Property in a good state of repair including all required maintenance to the playing field.
- 10) HRM shall provide & maintain HRM signage to be located at the entrance to Property that identifies the name of the playing field.
- 11) HRM shall provide waste containers on the Property.
- 12) HRM shall provide SEA with a minimum of 14 days' notice of any events booked directly with HRM for the Property that may involve stadium seating.

DUTIES OF SEA:

13) SEA covenants and agrees with HRM as follows:

- a) All costs associated with the design, construction, and installation of the Stadium will be the responsibility of SEA.
- b) Prior to placing the Stadium upon the Property, SEA shall provide to HRM, for its approval, detailed plans showing the appearance, dimensions, materials, and site plans. It shall be the responsibility of SEA to obtain all necessary approvals and permits for any construction, alterations, repairs and maintenance of the Stadium. All construction and maintenance of the Stadium must be completed by a qualified contractor.
- c) SEA shall, at its own cost and expense, regularly inspect and maintain the Stadium in a good state of repair and clean and orderly condition throughout the Term of this Agreement to the complete satisfaction of HRM.
- d) SEA shall be responsible to repair or replace at its own cost any portion of the Property damaged by any act or omission of SEA, its agents, servants or guests.
- e) SEA shall not make any alterations, modifications or repairs to the Property without first obtaining the written consent of HRM, which consent may be withheld in the absolute and sole discretion of HRM. The costs for any HRM approved alterations, modifications or repairs to the Property, requested by SEA throughout the Term, will be the responsibility of SEA.
- f) Upon siting, relocation or removal of the Stadium, SEA shall reinstate all disturbed areas of the Property to match pre-existing conditions and be free of all hazardous materials, equipment and structures. Any required environmental remediation, shall be SEA's full responsibility. Any removal of soils or fill from the Property must be disposed of in keeping with applicable environmental laws and with the express written consent of HRM.
- g) SEA shall not install utilities (power, communication, water) in the Stadium.

- h) SEA shall restrict the setup of all concessions/vendors to the designated area of the Property as outlined on Schedule "B".
- i) The sale of concessions and alcohol will comply with Administrative Order 53, *The Municipal Alcohol Policy*, and any other applicable administrative orders, by-laws, laws and regulations.
- j) SEA shall secure HRM approval in advance for any and all visuals or signage to be installed on the Property including the Stadium.
- k) That sponsorship of events is permitted, but sponsorship of the Stadium must be in accordance with Administrative Order 55, the *HRM Sponsorship Administrative Order*.
- l) SEA shall remove the Stadium and restore the Property to its original condition by November 14, 2018.
- m) SEA shall ensure that the Stadium and hosted events on the Property are designed and managed to minimize impacts on the surrounding land uses, including the hospital and residential uses, and HRM Bell Road Depot operations.
- n) SEA shall provide complete site clean-up within 24 hours of the completion of all SEA hosted events.
- o) Loss of any type to the Stadium how so ever caused or caused by, but not limited to, theft, fire, vandalism, spillage or damages of any kind (including personal injury), shall be the responsibility of SEA.
- p) SEA shall provide HRM with access to the Stadium, when required, for HRM booked events held on the Property.
- q) SEA shall abide by all the applicable administrative orders, by-laws, laws and secure all required approvals and permits from any governing bodies.
- r) SEA shall:
 - i) acquire and maintain a \$25,000.00 irrevocable letter of credit for the Term in a form acceptable to HRM, in its sole discretion; or
 - ii) provide HRM with a deposit of \$25,000.00 prior to the erection of the Stadium. This deposit shall be returned to SEA once the Stadium has been removed from the Property and the Property has been restored to its original condition.

RENTAL TERMS

- 14) For 2018, the Wanderers Grounds will have a 21-week season, opening June 1st/18 and closing October 26th/18.
- 15) SEA is permitted to rent the Property for a maximum of 8 events in 2018 as follows:
 - a) **June**; one (1) rugby game, Canada versus USA, Senior Men's, June 23rd

- b) **July**; three (3) soccer games, Nova Scotia Under 23 versus England Under 20; July 14th, 18th and 21st, conditional upon a review of the June rugby game to confirm turf recovery and any maintenance issues.
 - c) **August**; one (1) rugby game, Canada versus England, Under 20, Aug 18th
 - d) **September**; one (1) rugby game and one (1) soccer game, conditional upon a review after the rugby game to confirm turf recovery and any maintenance issues
 - e) **October**; one (1) football game, High School Turkey Bowl, October 6th
- 16) This Agreement between SEA and HRM covers the eight (8) full stadium events identified in section 15 of this agreement. These eight (8) events are the only ticketed, full-stadium events to be scheduled at the Property in the 2018 season
 - 17) SEA agrees that all events on the Property will be completed by 11:00 pm.
 - 18) SEA shall submit an application to the Special Events Task Force (SETF) for any events that would require stadium seating, and secure all required event permits and approvals for hosting an event on HRM property. SEA shall assume full responsibility for risk management, stadium security and the safety of its users and visitors for all SEA hosted events.
 - 19) SEA shall provide HRM with a minimum of 14 days' notice prior to all scheduled events that the Property meets their requirements.
 - 20) SEA shall pay HRM \$100 for each of the eight (8) stadium events covered by this agreement for all electrical costs associated with the Property, including use of the lighting, and for electrical provision to vendors.
 - 21) Soccer, football and rugby practices are not to be held at the Property with the exception of game-day practice or pre-game warmup.
 - 22) HRM reserves the right, in consultation with SEA, to cancel or postpone events, where in the opinion of HRM officials, severe climate conditions will cause undue damage to the playing field.
 - 23) SEA agrees that if any part or all of the Property is damaged or destroyed as a result of a SEA hosted event so as to render the field and/or Property or any part thereof unsuitable for the SEA's needs, this Agreement shall terminate, and SEA shall be responsible for all repair costs resulting from the damage.

INSURANCE AND INDEMNIFICATION

- 24) SEA shall maintain Commercial General Liability insurance with minimum limits of Five Million Dollars (\$5,000,000.) and with Halifax Regional Municipality named on the policy as Additional Insured and containing a cross liability clause. If alcohol is served, stored or consumed on site, then liquor liability must be included in the insurance which coverage must be satisfactory to HRM. A Certificate of Insurance evidencing proof of this coverage is to be provided to HRM at the time of signing this Agreement and at all renewals thereafter. It is at the sole discretion of SEA if they wish to purchase any other types of insurance coverage such as but not limited to, Directors and Officers insurance, Broad

Form Property Insurance on a replacement cost basis, and Business Interruption Insurance.

- 25) SEA's policy shall contain a waiver of subrogation rights which SEA or their Insurer may have against Halifax Regional Municipality and those for whom the Halifax Regional Municipality is at law responsible. It shall be non-contributing and apply only as primary and not as excess to any other insurance available to the Municipality
- 26) SEA will pay the premium for all required insurance. If they fail to purchase or keep in force such insurance, HRM may obtain such insurance, the cost thereof being recoverable from SEA
- 27) It is the responsibility of SEA to advise HRM in writing upon notice of any claim or suits which may involve the Municipality within 7 days of notice of claim/suit. Such notice is to be provided by contacting the Senior Claims Officer, HRM Risk and Insurance Services at riskins@halifax.ca.
- 28) SEA will indemnify Halifax Regional Municipality, its Mayor, Council, Employees or any associated or affiliated companies and save them harmless from and against all loss, claims, actions, damages, costs (including Solicitor fees), liability and expenses in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of this Agreement, or any occurrence as a result of SEA's use, operations or maintenance of the Stadium and the Property, or occasioned wholly or in part by any act or omission of SEA or by anyone permitted to be on the Property by them and such indemnity shall survive the expiration or sooner termination of this Agreement. If Halifax Regional Municipality, their Mayor, Council, Employees or any associated or affiliated companies are without fault on their part, made a party to any litigation commenced against SEA, then SEA will protect, indemnify and hold them harmless and pay all expenses and legal fees (on a solicitor and his own client basis) incurred or paid by Halifax Regional Municipality or such other parties in connection with the litigation.

GENERAL PROVISIONS

- 29) Should any provision of this Agreement be void or unenforceable, such provision shall be deemed severed and omitted, and this Agreement, with such provision omitted, shall remain in full force and effect.
- 30) Nothing in this Agreement, nor the conduct of any party, shall in any manner whatsoever constitute or be intended to constitute SEA as the agent or representative or fiduciary of HRM or of any other party, nor constitute or be intended to constitute a partnership or joint venture between HRM and SEA or any other party, but rather as between HRM and SEA each party shall be severally responsible, libel and accountable for its own obligations under this Agreement or otherwise for any conduct arising therefrom and for all claims, demands, actions and causes of action arising directly or indirectly therefrom. Neither party shall have the authority to make nor shall it make any statements, representations or commitments of any kind, or take any action that will bind to the other party, except as expressly provided in this Agreement or as otherwise authorized in writing by the applicable party.

- 31) Neither this Agreement nor any obligations to be performed under this Agreement or any part thereof may be assigned in whole or in part by SEA and SEA shall not assign, transfer or delegate the rights under this Agreement without the prior written consent of the Municipality, which consent may be unreasonably withheld.
- 32) This Agreement is binding on the parties hereto, and their respective heirs, executors, administrators, successors and assigns; provided, however, this Agreement shall at all times remain personal to SEA and may not be assigned by SEA without the prior written consent of the Municipality, which consent may be unreasonably withheld.
- 33) This Agreement constitutes the entire agreement between the parties, and all previous agreements, proposals or communication relating to the subject of this Agreement are hereby superseded and of no force or effect. There are no warranties, representations, terms, conditions or collateral agreements, express or implied, other than as set out herein.
- 34) This Agreement is governed by the laws of the Province of Nova Scotia, and any dispute hereunder shall be referred to the exclusive jurisdiction of the Supreme Court of Nova Scotia.
- 35) All notices, demands, requests, approvals or other communication of any kind which a party hereto may be required or may desire to serve on the other party in connection with this Agreement shall be served personally, sent by registered mail or delivered electronically (by fax or email) to the representatives of the parties noted below:

Sports & Entertainment Atlantic
Derek Martin
7071 Bayers Rd. Suite 258
Halifax, NS B3L 2C2
Phone: 902-444-3773
Email: derek@seatlantic.ca
Attention: Derek Martin

Halifax Regional Municipality
Bruce Chisholm
88 Alderney Drive
Dartmouth, NS
Phone: 902-490-1214
Email: chishob@halifax.ca
Attention: Bruce Chisholm

- 36) This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by *facsimile* or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

IN WITNESS, WHEREOF the parties have executed this Agreement effective as of the day and year first above written.

SPORTS & ENTERTAINMENT ATLANTIC

Witness

Name:

Witness

Name:

HALIFAX REGIONAL MUNICIPALITY

Witness

Mike Savage, Mayor

Witness

Kevin Arjoon, Municipal Clerk

HALIFAX

ATTACHMENT '2' SITE MAP



SUMMER STREET

PERIMETER FENCING

SCORE BOARD

CONCESSION AREA

EDGE SAND BASED FIELD

WALKWAY

SERVICE GATE

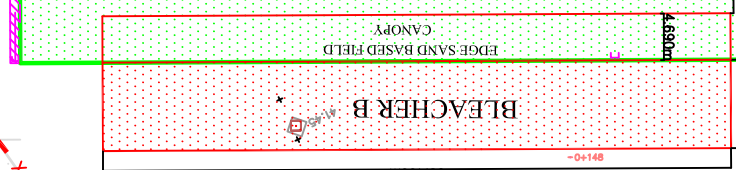
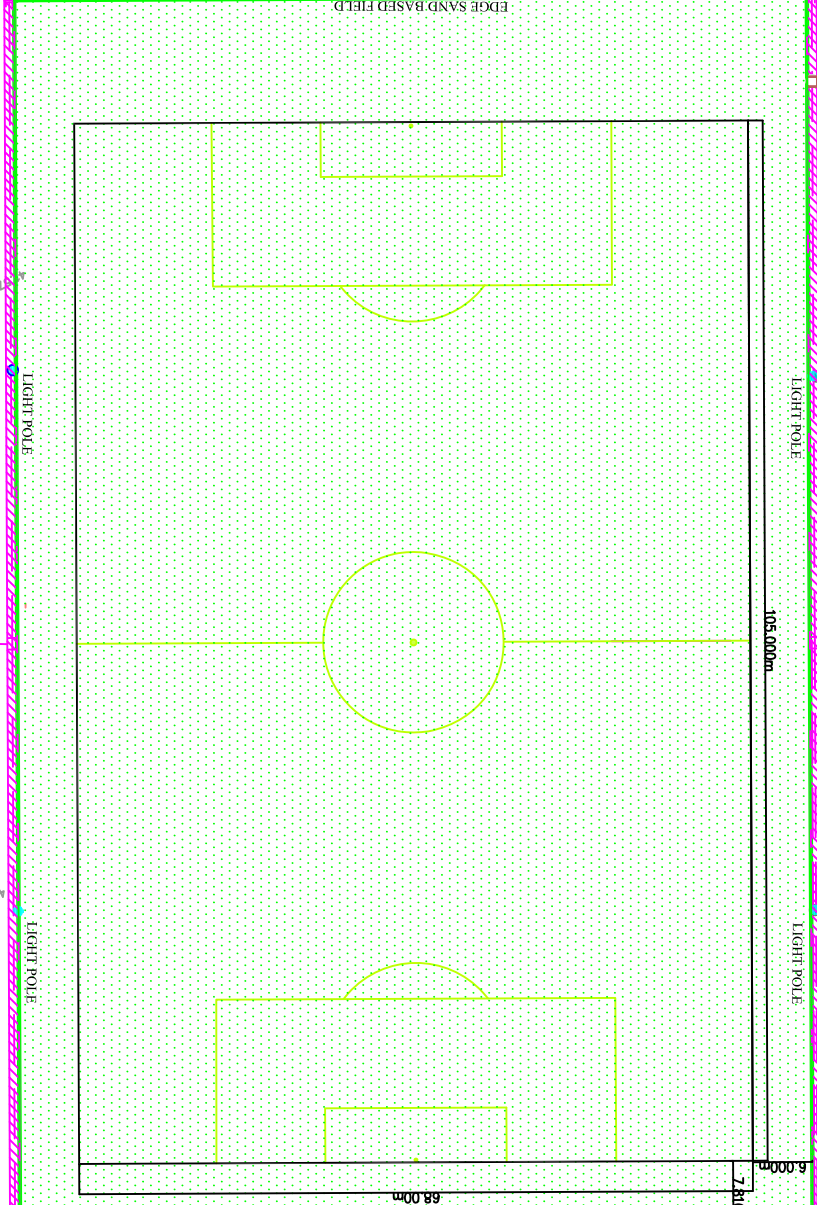
1660m

PERIMETER FENCING
BLEACHER A

71.7m

HRM OPERATIONS DEPOT

BENGAL LANCERS



PERIMETER FENCING

LAWN BOWLS

LAWN BOWLS FIELD

SACKVILLE ST

ATTACHMENT 3
WANDERERS GROUNDS
SEATING LAYOUT
"POP UP STADIUM"
2018 SEASON