

License Agreement

This License Agreement (this "Agreement") dated this ____ day of _____, 2025 (the "Effective Date")

B E T W E E N:

THE CORPORATION OF THE MUNICIPALITY OF KINCARDINE
(hereinafter the "**Municipality**")

OF THE FIRST PART

and

Kincardine Bulldogs Junior Hockey Club
(hereinafter the "**Club**")

OF THE SECOND PART

WHEREAS the Municipality is the owner of the Davidson Centre arena located at 601 Durham Street, Kincardine (the "**Arena**") in which the Club provides ongoing hockey for the community;

AND WHEREAS the Club wishes to secure permission to utilize the cameras located in the Arena (the "**Cameras**") installed by the Club for the sole and exclusive purpose of filming the Club's hockey games and practices;

AND WHEREAS the Municipality is willing to permit the Club access to the Arena for the purpose of operating, maintaining, repairing, utilizing and removing the Cameras, under the terms and conditions of this Agreement ("**Operate and Use**" and or "**Operation and Use**");

AND WHEREAS the Club is solely and entirely responsible for ensure that the collection, use, streaming, and recording on the Cameras and any personal information is, at all times, in accordance with all applicable federal, provincial and municipal statutes, laws, regulations, ordinances, by-laws, guidelines, standards, orders, codes, policies, and practices including but not limited to the requirements of any governmental or other public authorities, from time to time or at any time, that have jurisdiction over, or relate to, or affect the Club, the Arena or an Event as defined in this Agreement any matter provided for in this Agreement (all of which are together hereinafter referred to as the "**Applicable Laws**");

NOW THEREFORE IN CONSIDERATION OF THE PREMISES AND MUTUAL COVENANTS contained in this Agreement and other terms and conditions hereinafter contained, and the sum of ten dollars (\$10.00) now paid by each of the Parties to the other, the receipt and sufficiency of which are acknowledged by both Parties, the Parties hereby covenant and agree with each other as follows:

License

1. The Municipality hereby grants to the Club the right to access and utilize the areas of the Arena permitted by the Municipality's arena supervisor or delegate for Operation and Use of the Cameras. The Cameras shall only be installed in a location permitted by the Municipality's arena supervisor or delegate.
2. The License granted herein shall be for 5 years Commencing January 15, 2025 and ending May 1, 2030 for hockey season, or upon the execution of this Agreement by both Parties (the "**Term**").
3. This License Agreement shall automatically be renewed for an additional five years, unless the Cameras are removed by the Club, or the Agreement is otherwise terminated in accordance with the terms herein.
4. During the Term, the Club shall only be permitted to utilize the Cameras to film, stream, and otherwise record the Arena's ice surface during the Club's practices, games, and ceremonies (an "**Event**"). The Club may, in its discretion, choose to enter into agreements with streaming service providers for this work, but under no circumstances shall the Municipality be made party to any third-party agreement with a streaming provider for this purpose.

Covenants of the Club

5. The Club shall take sole responsibility for the Operation and Use of the Cameras. The Club shall submit to the Municipality a camera policy or protocol which shall provide the particulars of how the camera data is stored and protected from third party access which policy shall be in accordance with all Applicable Laws including but not limited to any privacy laws relating to the collection of personal identifiable information. The Club shall adjust such policy or protocol to address any concerns raised by the Municipality. The Club shall also be required to post notices in areas that are easily visible to the public clearly identifying that the Club's games are being recorded on the Cameras and the location of such Cameras.
6. The Club shall take sole responsibility for any technical issues related to the Operation and Use of the Cameras. The Club shall maintain and repair the Cameras and any related equipment at its own expense and shall keep the Cameras and related equipment in a good state of repair.
7. The Cameras shall only be used by the Club for the purpose of filming, recording, displaying, televising and/or streaming an Event as described herein and for no other purpose whatsoever. The Club shall ensure that the Cameras are shut off and not filming at all times, except during the occurrence of an Event. In the event that, notwithstanding the foregoing, the Cameras film for any period of time outside of an Event, the Club shall be responsible for immediately resolving and rectifying the unauthorized filming in accordance with all Applicable Laws which may include but not limited to the deletion and destruction of the film / recording. The Club shall immediately notify the Municipality of any unauthorized filming and the steps take to resolve and rectify the situation.

8. The Club shall not make any alterations or additional installations to the Cameras at the Arena without the prior written consent of the Municipality.
9. The Club acknowledges and agrees that it shall be responsible for the Operation and Use of the Cameras installed at the Arena by the Club directly or through its agents, employees, or contractors, including but not limited to the collection and use of any information records, displayed, streamed, or televised as part of that Operation and Use. Without limiting the generality of the foregoing, the Club shall be solely and entirely responsible for responding to any requests for personal information and/or privacy complaints related to the Operation and Use of the Cameras and/or collection and use of any information recorded, displayed, streamed, or televised using the Cameras in a timely manner and in accordance with all Applicable Laws. For clarification the Club shall be responsible for responding to any requests for personal information and/or privacy complaints relating to the use of any information recorded, displayed, streamed, or televised using the Cameras in a timely manner and in accordance with all Applicable Laws.
10. The Club shall ensure the operation of the Cameras for any Event does not interfere with the operation of the Arena by the Municipality. To the extent that any matters relating to the Club's use of the Cameras and the Arena are not addressed herein, the Club shall cooperate in good faith with the Municipality in order to resolve the matter.
11. The Club at all times shall be responsible for addressing and responding to any and all complaints associated with the Operation and Use of the Cameras which response shall at all times be in accordance with Applicable Laws and occur in a timely manner.
12. The Club's employees, agents, volunteers, or independent contractors are not and will not under any circumstances be considered Municipality employees or represent themselves as Municipality employees.
13. The Club shall provide adequate signage at the Arena and appropriate public notice to advise of the existence of the Cameras to those who may be captured by the filming of the Cameras. The Municipality may request changes to the signage as it deems appropriate, in its sole discretion.
14. Upon written request, the Club shall provide the Municipality with any requested footage from the Cameras which the Municipality may require, which the Municipality warrants will be used for no improper purpose.
15. The Camera and all recordings obtained through the Operation and Use of the Cameras in accordance with the terms and conditions of this Agreement are the property of and are in the custody and control of the Club and/or its agents and contractor(s). The Municipality shall have no property rights in the Cameras and will not be in possession, custody or control of any recordings obtained through the Operation and Use of the Cameras, subject to the parties' respective rights and obligations pursuant to this Agreement, including the Municipality's right to

view and/or be provided with any footage recorded through the Operation and Use of the cameras as soon as possible upon request.

16. The Club shall ensure that no sports or other event at the Arena is recorded, played, displayed, streamed, or televised through the Operation and Use of the Camera that has not been pre-approved in writing by the Club and the Municipality. The Club shall ensure the Municipality is provided, at no cost to the Municipality, with a minimum of one (1) subscription to its agent's/contractor's streaming service for use by the Municipality and/or their delegate for the purpose of monitoring compliance with this Agreement at the Municipality's discretion.
17. Subject to the terms of this Agreement, the Club shall ensure that the location of the Cameras at the Arena will be marked by signage and no Cameras shall be installed nor any video or audio recorded through the Cameras in areas where participants or attendees at the Arena have an expectation of privacy (e.g. change rooms, washrooms, etc.). The Club will defend at its expense any claims initiated as a result of the Operation and Use of the Cameras and the collection and/or use of any information recorded, displayed, streamed, or televised using the Cameras. The Municipality shall have the right to inspect and review the placement and scope of the area being recorded through the Cameras at any time upon request to ensure ongoing compliance with the terms and conditions of this Agreement.
18. The Club shall ensure that a signage plan (complete with proof of proposed signage) for all access points to the area in which streaming is to occur is presented to and approved by the Municipality on an annual basis prior to the streaming services are activated notifying attendees of the presence of live Cameras streaming the event to paid subscribers. Once approved by the Municipality the placement, inspection and maintenance of said signage will remain the responsibility of the Club. For clarity, approval of the said signage shall in no way be interpreted to alleviate any associated liability that may stem from this signage (or lack thereof), or claims associated with same, and the Municipality shall in no way assume any liability for said signage.

Fees and Payments

19. No fees shall be due to the Municipality of the Club in consideration for the use of the Arena for installation of and access to the Cameras.
20. The Club shall supply at its sole cost and expense all staff, equipment, and technical assistance necessary to purchase, install, maintain, stream, and remove the Cameras installed at the Arena.

Insurance Requirements

21. At all times during the Term of this Agreement and any renewals thereafter, the Club shall obtain and maintain and require its subcontracted service providers, if any, to obtain and maintain the following insurance:
 - a) Commercial General Liability Insurance with Completed Operations

Coverage for claims alleging bodily injury including death, and damage to property of others, with a combined single limit of \$5,000,000 for bodily injury and property damage per occurrence. This coverage above must be endorsed with a Waiver of Subrogation Endorsement, effectively waiving Club's right of subrogation with respect to the Municipality. In addition, this coverage shall reflect that the Municipality is an additional insured;

- b) Workers Compensation (WSIB) coverage, pursuant to statutory requirements as may apply;
 - c) Employers Liability Insurance with a minimum of \$5,000,000 per occurrence.
22. On the Effective Date, and on an annual basis thereafter, the Club shall furnish to the Municipality certificates as evidence showing that the insurance policies it is required to carry in accordance with this provision have been obtained or alternatively proof of self-insurance in the required amounts. The Club shall not be permitted to make any changes to the insurance during the Term which would conflict with the insurance requirements noted herein.

Indemnification

23. The Club, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, indemnify, defend and hold harmless the Municipality, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages, fines, penalties and surcharges, liabilities (including, but not limited to, any and all liability for damage to the Arena and injury to persons, including death), judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature, breach of privacy, release of personal information under privacy legislation) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, arising out of or in consequence of or directly or indirectly attributable to the Work performed by the Club, its consultants, agents, employees and contractors, and the Operation and Use of the Cameras, and the collection and use of all recordings obtained through the use of the Cameras by the Club for its benefit or for any other authorized sports association, whether such losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind and expenses as defined above are due or claimed to be due to the negligence, breach of contract, and/or breach of law by the Club, its consultants, agents, employees, contractors or sports associations authorized to Operate and Use the Cameras, except to the extent such claims arise on account of the gross negligence or willful misconduct of the Municipality.

24. The Club, both during and after the term of this Agreement, shall at all times, and at its own cost, expense and risk, also indemnify, defend and hold harmless the Municipality, its elected officials, officers, employees, volunteers, agents, contractors, and all respective heirs, administrators, executors, successors and assigns from any and all losses, damages, fines, penalties and surcharges, liabilities, judgments, claims, demands, causes of action, contracts, suits, actions or other proceedings of any kind (including, but not limited to proceedings of a criminal, administrative or quasi criminal nature,) and expenses (including, but not limited to, legal fees on a substantial indemnity basis), which the indemnified person or persons may suffer or incur, howsoever caused, due to damage or loss of the Cameras while installed at the Municipality's Arena, except to the extent such claims arise on account of the gross negligence or willful misconduct of the Municipality.

Termination

25. Either party shall be permitted to terminate this Agreement for any reason and at any time upon five (5) calendar days' written notice to the other Party.
26. The Municipality may immediately terminate this Agreement upon giving notice to the Club where:
- a) The Club or its employees and/or subcontractors breach any provisions of this Agreement;
 - b) The Club undergoes a change in control which adversely affects its ability to satisfy some or all of its obligations under this Agreement;
 - c) The Club assigns this Agreement without the prior written consent of the Municipality, and
 - d) The above rights of termination are in addition to all other rights of termination available under this Agreement or at law.
27. The Municipality shall also have the right to terminate this Agreement without notice in the event the Club breaches or fails to comply with any term of this Agreement. Notwithstanding the above, the Municipality reserves the right to terminate this Agreement at any time but said right shall not be exercised unreasonably. Upon termination of this Agreement for any reason, the Club (either directly or through its agents or contractors) will be responsible for removing the Camera from the Arena(s) at a time mutually agreed upon between the Municipality and the Club and the Club's obligations and responsibilities as set out in this Agreement shall likewise apply to the removal of the Cameras.
28. Nothing in this Agreement is to be construed that the Municipality is responsible for any portion or Operation and Use of the Cameras.

Notices

29. Any notification or written communication required by or contemplated under the

terms of this Agreement shall be in writing and sent by mail or by email and shall be deemed to have been delivered after five business days (in the case of regular mail) or after one business day (in the case of email). Addresses for such notices shall be:

If to the Club: Attention: Michael Hackett
 General Manager, Kincardine Bulldogs Junior Hockey Club
 PO Box 1
 Kincardine, ON, N2Z 2Y6
 Email:

If to the Municipality: Attention: Jayne K. Jagelowski, Director Community
 Services The Municipality of Kincardine
 1475 Concession 5 RR#5
 Kincardine ON, N2Z 2X6
 Email: jjagelowski@kincardine.ca

Miscellaneous

30. The waiver of any provision hereof or the failure of any Party hereto to enforce any right hereunder shall apply to that provision or right only and shall not be deemed to affect the validity of the remainder hereof.
31. No departure from or waiver of the terms of this Agreement shall be deemed to authorize any prior or subsequent departure or waiver and the Municipality shall not be obligated to continue any departure or waiver or to permit any subsequent departure or waiver.
32. This Agreement shall be constructed with all changes in number and gender as may be required by the context. Any titles used within this document are for reference purposes only and not an aid to interpretation.
33. All obligations herein contained, although not expressed to be covenants, shall be deemed to be covenants.
34. The Parties agree that all covenants and conditions contained in this Agreement shall be severable, and that should any covenant or condition in the Agreement be declared invalid or unenforceable by a court of competent jurisdiction, the remaining covenants and conditions and the remainder of the Agreement shall remain valid and not terminate thereby.
35. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.
36. This Agreement embodies the entire agreement between the Parties with regard to the provision of deliverables and additional deliverables and supersedes any prior understanding or agreement, collateral, oral or otherwise with respect to the provision of the deliverables and additional deliverables, existing between the

parties at the date of execution of the agreement.

37. This Agreement shall not be assignable by the Club without the prior written consent of the Municipality, in its sole and absolute discretion.
38. This Agreement may be executed in counterparts and exchanged by scanned copy. A combination of counterparts shall be deemed to be an original.
39. This Agreement shall enure to the benefit of, and be binding upon, the heirs, executors, administrators, successors and permitted assigns of the parties hereto.

One signature page to follow.

IN WITNESS WHEREOF, the Municipality and the Club have respectively executed and delivered this Agreement on the date set out above.

The Corporation of the Municipality of Kincardine

Name: Kenneth Craig
Title: Mayor

Name: Jennifer Lawrie
Title: Clerk
We have authority to bind the Corporation.

Kincardine Bulldogs Junior Hockey Club

by:

Date

Name:
Title:

Date

Witness Name: