

THIS AGREEMENT made this 1st day of January, 2010

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the "Owner")

- AND -

DONALD JONES MANAGEMENT SERVICES INC.  
(hereinafter called the "Manager")

WHEREAS by an agreement dated the 31st day of December, 2003 the Owner engaged the Manager to operate and manage Centennial Hall at 550 Wellington Street in the City of London which is a multi-purpose public hall owned by the Owner;

AND WHEREAS by an agreement dated the 11th day of October, 2006 (the "2006 Agreement") the Manager continued to operate and manage Centennial Hall for the Owner;

AND WHEREAS the parties wish to extend the 2006 Agreement for an additional two (2) year period;


NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the Owner and the Manager agree as follows:

1. The term of the 2006 Agreement shall be extended for an additional twenty-four (24) month period commencing on the 1<sup>st</sup> day of January, 2010, and ending on the 31<sup>st</sup> day of December, 2012 on the same terms and conditions as set out in the 2006 Agreement.
2. The 2006 Agreement shall be amended to provide for an option to extend the term hereinbefore set out for an additional twelve (12) month period which would, if the option was exercised, expire on the 31<sup>st</sup> day of December, 2013.
3. In all other respects the parties confirm that the 2006 Agreement shall remain in full force and effect.

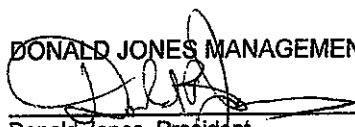
IN WITNESS WHEREOF the Owner and Manager have executed this Agreement as evidenced by the signatures of their authorized officers.


THE CORPORATION OF THE CITY OF LONDON

  
\_\_\_\_\_  
Anne Marie DeCicco-Best, Mayor

  
\_\_\_\_\_  
Catharine Saunders, City Clerk

DONALD JONES MANAGEMENT SERVICES INC.

  
\_\_\_\_\_  
Donald Jones, President  
I have the authority to bind the corporation

CITY SOLICITOR'S OFFICE CITY OF LONDON	
DATE: JAN 25 2010	
APPROVED AS TO FORM ONLY	

THIS AGREEMENT made this 11<sup>th</sup> day of October, 2006

BETWEEN:

THE CORPORATION OF THE CITY OF LONDON  
(hereinafter called the "Owner")

-and-

DONALD JONES MANAGEMENT SERVICES INC.  
Incorporated under the laws of Ontario  
(hereinafter called the "Manager")

**WHEREAS** pursuant to an agreement between the Owner and the Manager dated the 31<sup>st</sup> day of December, 2003, hereinafter referred to as the "Agreement", the Manager has acted as an operation and marketing manager of Centennial Hall, hereinafter referred to as the "Hall", at 550 Wellington Street, in the City of London, which is a multi-purpose public hall owned by the Owner;

**AND WHEREAS** the Owner and Manager deem it desirable that the Manager shall continue to operate and manage the Hall for the period commencing January 1, 2007 and ending on December 31, 2009, on the terms and conditions set forth below and that the provisions of this Agreement replace and succeed the last mentioned agreement which shall come to an end on December 31, 2006;

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner and Manager covenant and agree one with the other as follows:

#### ENGAGEMENT

1. The Owner hereby engages the Manager and the Manager hereby accepts engagement in respect of the duties and powers specified in Section 6 as the Owner's sole and exclusive representative and manager of the Hall, and the Manager agrees to manage the business, property and affairs of the Hall for and on behalf of the Owner in a faithful, diligent and honest manner in accordance with the terms and conditions hereof.

#### TERMS OF ENGAGEMENT

2. The term of this Agreement, hereinafter sometimes referred to as the "term of engagement", is for a period of thirty-six months commencing the 1<sup>st</sup> day of January, 2007 and ending on the 31<sup>st</sup> day of December, 2009. The Owner and the Manager having agreed herein on the rate for the payment of an annual management fee to the Manager, the Owner shall not have the right to terminate the Agreement simply because it considers that the amount of money earned by the Manager at that rate is excessive.

#### COMPENSATION

3. (a) Commencing January 1, 2007, the Manager shall be paid an annual management fee of \$60,000 or 23 per cent of gross revenue in a calendar year, whichever is greater. The annual management fee shall be payable in equal monthly instalments of \$5,000 at the end of each calendar month. At the end of each calendar year, the management fee shall be adjusted by the amount of the increase, not including any increase resulting from a claim, or decrease in the insurance premium for that year compared to the 2007 insurance premium;
- (b) In this Agreement, "gross revenue" shall mean hall rentals, including box office space rentals, net bar receipts, net canteen receipts, net check room receipts, net sundry receipts, net chair removal revenue, and net catering revenue less uncollected receivables written off during the year. In respect of net receipts, "net" shall mean gross revenue less related expenses as identified in the respective expense account and the expense of casual staff as specified under Clause 6(e);

- (c) Gross revenue shall include revenue realized from events held during the term of the engagement under rental agreements executed before the term of engagement but shall not include revenue recovered from events held after the term of engagement under rental agreements executed during the term of engagement. Non-refundable deposits made on cancelled contracts for events at the Hall during the term of engagement shall also be included as gross revenue;
- (d) The difference between the annual management fee and the total of the monthly instalments shall be paid by the Owner to the Manager or repaid by the Manager to the Owner, as the case may be, within one hundred and twenty (120) days after the calendar year and upon receipt of an annual statement of gross revenue as required by Clause 6(r) from the Manager to the Owner. Any receivables for the past calendar year which are more than 60 days old as of December 31 of that calendar year will be deducted from the gross revenue before the management fee of 23 per cent is calculated. It is understood that if those receivables (including uncollected receivables written off at any time) are subsequently collected, they will be included as gross revenue to collect receivables, as defined in Clause 6 (a), but the Manager shall not be held financially responsible for outstanding receivables for the Hall;
- (e) The Owner shall pay one-twenty-fourth (1/24<sup>th</sup>) of the amount set out in Schedule "A" attached hereto and comprising the approved budget for regular personnel costs and contract services to the Manager, such payment to be made on the 15<sup>th</sup> day and on the last day of each calendar month, provided however that the Owner and the Manager by mutual consent may establish another schedule of instalment payments to accommodate more adequately the variations in the Manager's cash flow.
- (f) Schedule "A" specifies each position, annual salary and benefits including payroll processing and accounting costs. The Manager shall submit to the Owner within sixty days of the Owner's year end an audited statement prepared by the Manager's accountant in a format approved by the City confirming the actual costs compared to those identified in Schedule A;

If the total actual costs are less than the total amount specified in Schedule "A", the Manager shall reimburse the Owner the difference. Any total cost exceeding the total amount specified in Schedule "A" shall be assumed by and be the responsibility of the Manager, unless approved, in writing, by the Owner. In the event the Manager requests an increase to the Personnel Budget which the Owner does not grant, the Manager may terminate the contract subject to Clause 19.

#### FULL-TIME MANAGEMENT

- 4. During the term of its engagement, the Manager shall well and faithfully serve the Owner and is employed on a full-time basis for the Owner and it is understood that the hours of work involved will vary and be irregular and are those hours required to meet the objectives of the engagement. The Manager acknowledges that this clause constitutes its agreement to work such hours where such agreement is required by legislation.

#### INDEPENDENT CONTRACTOR

- 5. The Owner and the Manager acknowledge that the Manager shall undertake its duties as an independent contractor and nothing contained herein shall be construed as making the Manager and Owner partners or joint venturers, nor, except as expressly otherwise provided for herein, construed as making the Manager an agent or employee of the Owner.

#### MANAGER'S DUTIES AND POWERS

- 6. The Manager agrees to manage the Hall business and affairs on behalf of the Owner during the term of this Agreement in a faithful, diligent and honest manner and to carry out and perform the following duties, and in relation thereto shall have the following powers:

- (a) to assume responsibility for the management of all functions and activities of the Hall, including the daily operation and maintenance of the Hall, to use its best efforts to promote and market the Hall, to review and approve rental and other applications in accordance with the schedule of rental rates, deposits and insurance requirements attached hereto as Schedule "B" or such other rates, deposits or requirements as may be adopted by the Owner from time to time after consultation with the Manager, to prepare rental agreements on a form approved by the Owner, to negotiate with users regarding any rates whereby the Manager's ability to alter rental rates is limited to the particular event, and generally to adhere to the systems and procedures set out in the procedure manual which has been developed and implemented for the Hall and to recommend to the Owner changes to such system and procedures;

The Manager may, without consultation with the Owner, amend rental rates to a maximum of 10% of the rate for that room as outlined in Schedule "B" in arm's length transaction only. Amendments to rental rates exceeding 10% or in non-arm's length transactions shall require the prior written approval of the Owner, which approval may be unreasonably withheld.

- (b) to supervise the users of the Hall and, so far as is reasonably possible, to arrange the times thereof so that there shall be a minimum of disturbance to the operation of the Hall and of inconvenience to any other users;
- (c) to collect all rents, maintenance and other charges payable by the users of the Hall and any other monies to which the Owner may be entitled in connection with its operation and to maintain a careful vigilance over the collection of all such receivables, and to arrange insofar as is reasonably possible that all such amounts are paid when due and upon their collection to deposit the same with the Finance Department of the Owner;
- (d) to hire in its own name as the employer at its own expense, supervise and dismiss as may be necessary from time to time all regular personnel required for the proper operation and promotion of the Hall, it being understood that the Owner's obligation with respect to reimbursing the Manager in respect of such personnel expenses shall be limited to the total personnel costs listed on Schedule "A";
- (e) to hire in its own name as the employer, supervise and dismiss casual staff from time to time as required for the proper operation of specific events, including bar staff, canteen staff and coat check; and in addition, to hire in its own name, supervise and dismiss casual staff from time to time as required for the proper operation of specific events, the cost of which will be charged to the lessee of the event, including but not limited to, security, ushers, ticket takers, chair removal;
- (f) to contract in its own name with a payroll service to maintain proper payroll records with respect to all persons, regular or casual, engaged to work at or in respect to the Hall and to make all payroll reports and returns required by law and to remit to the proper authorities all deductions and payments for income tax, unemployment insurance, employee health tax, medical and other group coverage, union dues, Canada Pension Plan, Workers' Compensation and any such persons and/or their employer; the cost of such a service to be included in Schedule "A";
- (g) to specify duties and arrange for the preparation of any work schedules necessary to direct the activities of any persons employed to work at or in respect of the hall and to provide such supervision as may be reasonably necessary in the Manager's opinion to verify the adequacy with which any such duties and work is being performed;
- (h) to comply with any regulations and requirements of which the Manager is given notice by the local Board of Health, Police and Fire Departments and any other municipal, provincial and federal authorities having jurisdiction which affect the Hall;

- (i) to arrange for janitor service and any other cleaning including windows, building security, pest control, removal of litter and disposal of waste and snow and ice removal; all such costs for personnel or contract services to be identified and included in Schedule "A";
- (j) in the event that the Manager is assessed business tax in respect of its management of the business, property and affairs of the Hall, to arrange for the payment out of the Manager's own funds of any such business tax assessments; provided however that, in the event, the Manager may alternatively cancel this Agreement forthwith, and provided further that, in the event the building becomes assessable for municipal property taxes by reason of this agreement or otherwise, the Owner may cancel this Agreement forthwith;
- (k) to the extent it is able to do so, to observe and carry out the policies of the Owner and any amendments thereto which currently exist or which may be made and notified to the Manager in writing unless otherwise directed by the Owner;
- (l) forthwith communicate to all users of the Hall the text and import of all policies, rules and regulations relating thereto;
- (m) advise and consult with the Owner with respect to any further policies, rules and regulations which in the opinion of the Manager ought to be established to further the harmonious and satisfactory operation of the Hall;
- (n) to adhere to the preventative maintenance program and building operating guidelines of the Owner as it applies to fixtures, furniture and equipment which are under the control and direction of the Owner;
- (o) to make all purchases as authorized on Schedule "C" including all those which are charged back to the lessee; office supplies, general office expense and other expenses listed on Schedule "C"; it being understood by the Manager that all other expenses including building and property maintenance supplies, equipment and services, and all improvements, repairs and replacement to the building equipment, furniture and fixtures will be the responsibility of the Owner;
- (p) to arrange, whenever practicable and economical, for the purchase of materials and supplies through the City's Purchasing Division;
- (q) to keep and retain accurate accounts of all financial transactions and of all revenues and expenses which are the responsibility of the Manager as defined in Schedule "C";
- (r) to render to the Owner on or before the fifteenth day of each month a statement of gross revenue in a form prescribed by the Owner for the preceding month and keep such accounts open for inspection by the Owner and the Owner's auditors or other designated representative of the Owner an annual audited statement of gross revenue, aged accounts receivable and management fee calculation; it being understood by the Manager that an auditor's opinion qualified for cash items including canteen, sundry and coat check will be acceptable to the Owner and control procedures may be adjusted as required and are to be implemented as required between the Owner and the Manager;
- (s) if so requested by the Owner, attend meetings of the Board of Control of the Owner;
- (t) generally do and perform and where desirable contract, in its own name, for all things desirable or necessary for the proper and efficient management and promotion of the Hall and to perform every other act in or about the Hall to carry out the intent of this Agreement provided, however, that the Manager shall not authorize any work, repairs, alterations or redecoration but will advise the Owner of any work required. If such work is urgently required to be done and failure to do such work could in the Manager's opinion result in a hazardous situation which could

cause personal injury or damage to the Hall, its property, equipment or contents or which could impair the value of the Owner's investment, then the Owner or its designated representative shall be immediately contacted, including weekends and after normal business hours. In the event the Owner's designated staff, as noted in Clause 7 (h) cannot be contacted, despite reasonable efforts by the Manager to do so, the Manager may then proceed to have the work required done and will not be held financially responsible for the emergency work that is done.

- (u) to allow the Owner's designated maintenance representative or contract personnel complete access at all times for the purposes specified in Clause 7;
- (v) to inform the Owner in writing of any building, equipment, furniture, or fixture repairs, alterations and redecoration, which the Owner has not initiated or completed, but in the opinion of the Manager are necessary for the proper operation and promotion of the Hall;
- (w) to supply the Owner or its designated representative with an Event Calendar on a regular basis.

#### OWNER'S DUTIES AND POWERS

7. (a) The Owner shall be responsible for all contracts and/or maintenance services for the heating system, cooling system, electrical/lighting system, fire alarm systems, emergency power, major structural renovations, repairs and replacement and preventative maintenance schedule for all systems. The Owner agrees to maintain all of these systems as required for the proper operation of the Hall and to provide for emergency services as necessary;
  - (b) The Owner agrees to arrange for the supply of utilities and other services desirable for the efficient operation of the Hall and for any contracts as may be necessary;
  - (c) The Owner agrees to make all purchases of supplies, parts and equipment necessary to carry out Clauses 7 (a) and (b);
  - (d) Adjustments to the systems listed in Clause 7 (a) shall be under the direction and monitoring of the staff as designated by the Owner in consultation with the Manager;
  - (e) The Owner agrees to process all payments and maintain accurate records of all expenses and revenues in relation to the Hall except those included under the Manager's responsibility;
  - (f) The Owner shall prepare a detailed schedule of arrangements listing emergency contacts, including designated City Hall staff and contractors, that shall be mutually agreed to by both parties, and may be subject to change as required;
  - (g) The Owner shall not be responsible for custodial services, set-ups, painting and building repairs except for repairs listed in Clause 7 (a) and (b), repairs to furniture and non-fixed equipment, contract services on behalf of lessees (e.g. lighting, sound electrical) all of which are the responsibility of the Manager.
8. Notwithstanding anything else in this Agreement to the contrary, the Manager may on its own account use the Hall for its own shows, attractions, or other types of performances on and at the same terms, conditions and rates as if such shows, attractions and other types of performances were undertaken by a third party, provided however that the Manager shall have no greater priority in booking dates than any other user of the Hall and the Manager, where possible, shall use personnel who are separate and distinct from the personnel mentioned in Clauses 6 (d) and (e), and, as use requires, shall account separately for personnel costs which are not separate and distinct. In order that there may be no confusion to members of the public or third parties when dealing with the

Manager in its capacity as Manager of the Hall or in its capacity as a promoter of its own shows, attractions or performances on its own account (whether or not the Hall is used), the Manager shall adopt and use according to law separate and distinct business names for each capacity. Depending upon the capacity in which the Manager is acting, it shall legibly set out the applicable business name in all contracts, invoices, negotiable instruments, banking transactions, and orders for goods and services issued or made by on behalf of the Manager.

9. The Box Office space shall be allocated to Donald Jones Productions Inc. at a monthly fee of \$250 and this amount shall be considered Box Office Space Rental for the purposes of Clause 3 (b). The Manager shall ensure that Box Office receipts are held in a separate bank account of the Manager or Donald Jones Productions Inc., as the case may be, for the benefit of the box office production, so as to facilitate payment to any person who rents the Hall. Monies that are held in this account and which are payable to the Owner for the use of the Hall shall be paid to the Owner within five (5) working days after each event.

The Owner shall have an irrevocable power of attorney on the box office bank account which the Owner agrees shall be exercised only in the event of the incapacity of the principals of Donald Jones Productions Inc. The Owner shall have authorization from the Manager to examine the Box Office Operator's box office bank account. If termination of this Agreement is exercised by either party, all further monies withdrawn from the Box Office bank account of the Manager or Donald Jones Productions Inc. shall first be authorized by the Owner. Proper documentation shall be kept by the Manager or Don Jones Productions Inc. and made available to the Owner to substantiate transactions from this bank account. The Manager or Donald Jones Productions Inc. shall make its bank aware of the terms, conditions and restrictions pertaining to the operation of the box office bank account.

The Manager shall, where possible, ensure that in the operation of the box office, personnel are used who are separate and distinct from the personnel mentioned in Clauses 6 (d) and (e).

The Manager shall supply on a monthly basis a Box Office Statement for each applicable event.

The Box Office shall be operated in a manner consistent with the details provided in Schedule "E".

#### EXCLUDED ACTS

10. The Manager shall not be required to do, or cause to be done, anything
- (a) which may make the Manager liable to third parties;
  - (b) which may not be commenced, undertaken or completed because of acts of God, strikes, governmental regulations or laws, acts of war or other types of events beyond the Manager's control whether similar or dissimilar to the foregoing.

#### AUTHORIZED REPRESENTATIVES

11. Subject to the following, the Chief Administrative Officer or designate is the sole representative of the Owner whom the Manager shall contact or with whom the Manager shall deal whenever the Manager wishes or considers it necessary to contact or deal with the Owner. All matters shall be dealt with in a timely fashion having regard to the nature of each specific matter. The Chief Administrative Officer or designate shall furnish the Manager from time to time as required a list showing the names, addresses and telephone numbers of those officers and other representatives who are authorized to act for and on behalf of the Chief Administrative Officer whenever the Manager is required under the terms of this Agreement to consult with the Owner and/or obtain the Owner's approval before proceeding with any work, act or actions or who are entitled under Clause 6 (u) to access at all times. The Manager will at all times keep the Owner advised of the telephone number or numbers at which the Manager or its agent may be reached

at any time during business hours together with the night number of at least one representative of the Manager for emergency purposes.

#### CONFIDENTIAL INFORMATION

12. The Manager acknowledges that as marketing and promotion manager and in such other position as it may from time to time be appointed to, the Manager will acquire information about certain matters and things which are confidential to the Owner and which information is the exclusive property of the Owner. The Manager acknowledges such information could be used to the detriment of the Owner and accordingly the Manager undertakes to treat confidentially all such information and agrees not to disclose the same to any third party either during or after the term of this Agreement. In addition, the Manager agrees to refrain from making any public statements to third parties regarding the operation or condition of the Hall that may be adverse to the desire, intention and efforts of both the Owner and the Manager to promote and market the Hall or that may otherwise adversely affect the public perception of the Hall. If the Manager discloses any information or makes any public statement which in the opinion of the Owner contravenes this provision, the Owner may terminate this agreement upon 30 days written notice to the Manager. The Manager hereby reserves its right to make comments on any proposed City of London project but the reservation of such right shall not preclude the Owner from exercising its rights under this clause should it decide to do so.

#### BUDGET SUBMISSION AND APPROVAL

13. The Manager shall furnish to the Owner, in writing, in accordance with the Owner's annual budget schedule, an estimated budget for the coming fiscal year setting forth, in a form prescribed or approved by the Owner, the Manager's best estimate of all expenses and revenues, as specified in Schedule "C", for the operation of the Hall for the coming fiscal year. For each calendar year, the Manager shall include in its budget estimates of personnel costs together with particulars of the number of staff, rate of pay, and hours of work. The Manager shall make itself available for consultation with the Owner for the purpose of establishing the budget. The Owner shall not be obligated to pay the Manager any amount not provided for in the approved budget (except the Manager's annual management fee as described in Clause 3 (f) and any expenditures by the Manager in excess of the approved budget shall be the responsibility of the Manager and the Owner may offset such excess expenditures against the annual management fee. The Management shall approve all invoices as payable under the budget and remit the same to the Owner for payment.

#### REAL AND PERSONAL PROPERTY

14. The Manager acknowledges that Schedule "D" to this Agreement (which shall be updated on an annual basis by the Manager in conjunction with the Owner) sets forth a full and complete inventory of the chattels, equipment and other articles and the real property comprising the Hall, all of which throughout the term of this Agreement remain the property of the Owner and all of which shall be surrendered to the Owner in good condition at the expiration of this Agreement. The Owner acknowledges that any chattels, equipment and other articles of the Manager which are brought into the Hall shall remain the property of the Manager throughout the term of this Agreement and may be removed by the Manager at its sole discretion.

#### MANAGER'S INDEMNITY

15. The Manager shall indemnify and hold the Owner harmless from and against any liability, loss, claims, demands, costs and expenses, including reasonable legal fees, occasioned wholly or in part by any negligence or acts or omissions of the Manager, its employees, or other persons for whom the Manager is in law responsible as a result of the Manager's activities or occupancy of the Hall or due to any contravention by the Manager of the provisions of this Agreement or orders of any governmental agency having jurisdiction over the building.



## INSURANCE

16. The Manager shall ensure that the following coverage is obtained and maintained during the term of the Agreement:
- (a) Third party general liability insurance including host liquor liability insurance and such other insurance as listed on the Owner's standard form of insurance (form #0788) for an amount not less than Ten Million Dollars (\$10,000,000.00) for each occurrence covering the use, maintenance and operations described in this Agreement. This policy shall include the Owner as an additional insured with respect to the Manager's operations, acts and omissions relating to its obligations under this Agreement;
  - (b) Tenant's legal liability insurance covering the Hall in an amount not less than Eight Million Dollars (\$8,000,000.00) as of the date of execution of this Agreement and this amount shall be amended annually by an amount sufficient to ensure that the building and contents continue to be insured for an amount not less than the full replacement cost of such property;
  - (c) Third party general liability insurance and other insurance in the name of Don Jones Productions Inc. as listed on the Owner's standard form of insurance (form #0788) for an amount not less than Ten Million Dollars (\$10,000,000.00) for each occurrence at no expense to the Owner. This policy shall include the Owner as an additional insured with respect to Don Jones Productions Inc. use and occupancy of the Hall during all operations or events it arranges or promotes;
  - (d) The Manager shall not do, omit to do, or permit to be done or omit to be done on the Premises anything that may void coverage under the property insurance policies carried by the Manager and Owner of the Hall;
  - (e) The insurance described in (a), (b) and (c) above will not be cancelled or permitted to lapse unless the Manager's insurer notifies the Owner in writing at least thirty days prior to the date of cancellation of expiry. The Manager will provide evidence of such insurance which shall be delivered to the Owner promptly at inception of this Agreement and therefore prior to the insurance renewal date. The Owner reserves the right to request such higher limits of insurance or other types of insurance policies as it may reasonably require. Failure to satisfactorily meet these conditions relating to insurance shall be deemed a breach of this Agreement.

## SCHEDULES

17. The Schedules to this Agreement shall be updated on an annual basis by the Manager in consultation with the Owner. Rate adjustments (Schedule "B") may be recommended by the Manager for consideration and approval by the Owner.

## ASSIGNMENTS

18. Neither this Agreement nor any right hereunder shall be assignable by the Manager without the consent of the Owner, which consent may be arbitrarily withheld. The Manager shall not engage any affiliated or associated firm or corporation to perform any work or services for the Manager unless authorized by the Owner to do so, after disclosure by the Manager of the nature and extent of its affiliation or association. Disposition of the principal shareholdings in the Manager to a third party without the Owner's consent shall be deemed to be an assignment of this Agreement without the consent of the Owner.

## TERMINATION

19. Notwithstanding any other provision of this Agreement, the Manager or the Owner may, at its option, terminate this Agreement with or without cause by giving ninety (90) days notice in writing to the other party and upon such

termination of this Agreement all liability and obligations of the Manager and the Owner shall cease except that the Owner shall pay to the Manager the installment for the month in which termination occurs in accordance with Section 3 hereof.

#### OBLIGATIONS ON TERMINATION

20. Upon termination of this Agreement, the Manager shall as soon as possible thereafter render a final accounting to the Owner and pay over any balance remaining and the Owner shall pay to the Manager any earned but unpaid compensation. The Manager shall surrender to the Owner all rental agreements and other files, records, contracts, and information belonging to the Owner or pertaining to the management, operation and promotion of the Hall.

#### NOTICES

21. Any notices required to be given by either party to the other shall be sufficiently given if delivered, or if mailed by prepaid registered post addressed to the Owner in care of the Chief Administrative Officer, Post Office Box 5035, London, Ontario N6A 4L9 and to the Manager at 100 Kilworth Park Drive, Komoka Ontario N0L 1R0. Any such notice shall be conclusively deemed to have been given and received at the same time of its personal delivery by one party to the address of the other or, in the event of service by mail, on the second business day after the day of such mailing. Either party may by notice in writing to the other designate another address to which notices mailed more than ten (10) days after the giving of such notice of change of address shall be addressed.

#### DEFAULT

22. If the Manager fails to substantially perform or observe any of the Manager's obligations or agreements which are contained in this Agreement or abandons the Hall for a period of fifteen (15) days, this Agreement may, notwithstanding anything herein contained to the contrary, be terminated by the Owner forthwith by giving notice of termination to the Manager. If, because of injury or sickness of any of the principal personnel of the Manager involved in the management of the Hall, the operation of the Hall is considered by the Owner to be in jeopardy, the Owner may terminate this Agreement forthwith. If this Agreement is assigned without the Owner's consent or if this Agreement or the compensation under this Agreement or any of the goods and chattels of the Manager are seized or taken at any time in execution or in attachment by a creditor of the Manager or if the Manager makes any assignments for the benefit of creditors or becomes bankrupt or insolvent or if the Manager vacates the premises, this Agreement shall be deemed to be automatically terminated.

#### SEVERABILITY

23. In the event that any provision herein or part thereof shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts thereof shall be and remain in full force and effect.

#### FURTHER ASSURANCES

24. The parties shall make, do and execute or cause to be made, done and executed all such further things, acts, deeds, documents, covenants and assurances as may be necessary or reasonably required to carry out the intended purpose of this Agreement.

#### ENTIRE AGREEMENT

25. This Agreement and any subsequent amending agreements in writing constitute the entire agreement between the parties hereto with respect to the engagement of the Manager and any and all previous agreements, written or oral, express or implied between the parties hereto or on their behalf relating to the engagement of the Manager by the Owner are hereby terminated and cancelled except with

respect to indemnity and each of the parties hereto hereby releases and forever discharges the other of and from all manner of actions, causes of action, claims, demands whatsoever under or in respect of any such agreement. Without restricting the generality of the foregoing, the Agreement dated the 31<sup>st</sup> day of December 2003 is hereby declared to be at an end and wholly rescinded as of the 31<sup>st</sup> day of December 2006 and succeeded by the provisions of this Agreement.

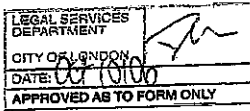
Notwithstanding the execution of the Agreement as provided in the preceding paragraph, the Owner and the Manager will discuss financial reporting items during the term of the Agreement and will incorporate any changes resulting from those discussions by one or more amending agreements.

**SUCCESSORS**

- 26. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective permitted assigns and successors.

IN WITNESS WHEREOF the Owner and the Manager have hereto affixed their respective corporate seals, attested by the hands of their respective duly authorized officers.

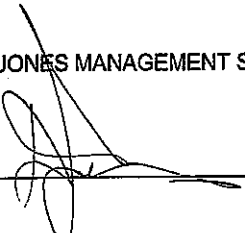
THE CORPORATION OF THE CITY OF LONDON



  
Anne Marie DeCicco-Best, Mayor

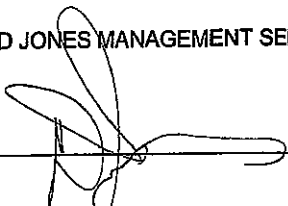
  
Kevin Bain, City Clerk

DONALD JONES MANAGEMENT SERVICES INC.

  
Name:  
Title:  
I have authority to bind the Corporation

IN CONSIDERATION of the allocation of Box Office space, Donald Jones Productions Inc. hereby agrees to be fully bound by and to observe the provisions of Clause 9.

DONALD JONES MANAGEMENT SERVICES INC.

  
Name:  
Title:  
I have authority to bind the Corporation

**SCHEDULE "A" – January 2007**

**REGULAR PERSONNEL COSTS OR CONTRACT SERVICES**

<b>Description</b>	<b>Estimate</b>
Office Manager	\$60,000.00
Secretary	\$30,000.00
Part –Time Office	\$ 5,000.00
Event Manager (Supervises Events)	\$ 7,500.00
Chief Custodian	\$45,000.00
Custodian Pool (approx. 10 people)	\$65,000.00
U.I.C, Workers' Compensation, Health Tax, C.P.P.	\$21,000.00
Vacation Pay - 4%	\$3,500.00
Accounting Fees	\$ 3,000.00
Payroll System	\$ 1,200.00
	<hr/>
	\$241,200.00

## SCHEDULE "B"

### CENTENNIAL HALL RATES AND REQUIREMENTS

**HALL RENTALS** – Administered in accordance with Clause 6(a) and updated in accordance with Clause 17.

#### Auditorium

Theatre Style	\$1,500.00
	or 10% of Gross Ticket Sales *
	to a maximum of \$4,000.00,
	whichever is greater
Banquet Style	\$975.00
	Plus Chair Removal Charge
Banquet Style – June, July, August	\$900.00
New Year's Eve	\$1,700.00
Rehearsal Stage	\$500.00

#### Banquet Hall

Monday Through Friday	\$750.00
Sunday, Saturday, Holidays	\$750.00
New Year's Eve	\$1,700.00
One-half Banquet Hall	\$400.00
Trade Shows	\$575.00
	+ 7% sublet + 7% admissions **
Lounge	\$200.00
Lounge – After Events	\$160.00
Stage	\$475.00
Entire Building (Convention Rate)	\$1,800.00
Entire Building (Trade Show Rate)	\$1,700.00
	+ 7% sublet + 7% admissions **
Early/Late Access Charge	\$50.00
(Prior to 8:00 a.m./after 1:00 p.m.)	
Move In/Move Out	50% of applicable rate

\* For non-profit groups this applies only Saturday night

\*\* The 7% sublet rent will be waived if the lessee is able to present an audited statement that demonstrates expenses exceeded revenue

#### HALL RENTALS – SPECIAL GROUP RATES

Women's Canadian Club	\$850.00
Ten Dances or Frat/University/ College Pubs – lower level only	\$575.00
	Or \$1.50 per person, whichever is greater

**OTHER RATES** – Updated in accordance with Clause 17

#### BAR CHARGES

##### Centennial Hall Bar

(Cash bar completely operated by Centennial Hall)

Per Beer, Liquor, Wine (glass), Liqu�ur (prices include all taxes)	\$4.50
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##### Complimentary Bar

(Complimentary bar which is completely operated by Centennial Hall and charged to lessee)

Per 40 oz. bottle of liquor	\$90.00
Per litre bottle of wine	\$15.00
Per case of beer	\$65.00

**CANCELLATION FEE**

- 120 days – no charge
- 90 days – 50% of applicable rate
- 60 days – 75% of applicable rate
- 30 days – 100% of applicable rate

**SCHEDULE "C"**

**EXPENSE AND REVENUE ACCOUNTS**

**ACCOUNTS – APPROVED AND PROCESSED BY MANAGER**

**Direct Event Revenue**

Acct. No.

730500	Hall Rental
731000	Bar
731500	Canteen
732000	Checkroom
732500	Sundry
733500	Chair Removal
734000	Catering

**Direct Event Expenses**

112600	Casual Staff
357100	Chair Removal
357200	Catering
413000	Bar Supplies
413500	Canteen Supplies
547000	Sundry

**Other Expenses**

201500	Subscription and Memberships
211000	Clothing Purchases
232500	Other Administration Expenses
320500	Telephone – Long Distance
321000	Telephone – Service
351000	Advertising
400500	Office Supplies

**ACCOUNTS – APPROVED AND PROCESSED BY OWNER**

**Other Expenses**

312500	Maintenance – Building and Property
313100	Alarm Service
350500	Insurance
356000	Management Fee
357000	Personnel Costs
450500	Energy – Electricity
451000	Energy – Water
452000	Steam
460500	Building Materials and Supplies
460700	Mechanical Maintenance Supplies
505600	Computer
506000	Photocopier

## SCHEDULE "D"

### MAINTENANCE EQUIPMENT & SUPPLIES

- 1 Clarke Wet & dry vacuum
- 1 Taski – Floor Machine 17"
- 1 Dustbane Cannistor Vacuum
- 1 Dustbane Floor Machine 20"
- 1 Advance Convortamatic  
20" Scrubber & Battery Charger
- 1 Carpet Extractor Machine
- 1 Advance Sprite Vac – wet and dry 5 gal.
- 1 Hand Vacuum (Dustbane)
- 1 Upright Vacuum (Sanitatre)  
Various Attachments, Optional Accessories for all machines
- 20 Waste Receptacles
- 5 Mop Buckets & Wringers  
Assortment of Brooms, Mops, Cleaning Supplies  
Tools for Cleaning
- 40 Small Waste Baskets
- 5 26 gal. Garbage Cans
- 5 Wheel Dollies re: 26 gal. cans
- 6 44 gal. Garbage Cans
- 2 Wheel Dollies re: 44 gal. cans
- 12 Wall Mounted Ashtrays (stainless steel)
- 2 Ladders ( 1 – 6' ) & ( 1 – 15' )
- 1 Ladder 30' Extension
- 5 Wood Dollies assorted sizes
- 1 Safe Chubb – large
- 1 Safe Chubb – small
- 3 Filing Cabinets – 3 drawer
- 2 Metal Storage Cabinets (1 large & 1 small vertical 2 door)
- 7 Desks (2 Metal & 5 Wooden)
- 3 Desk Chairs (Large)
- 4 Padded Stacking Chairs
- 1 Combination: Sofa, chair, circular table (visitors)
- 2 Secretary chairs
- 2 Adding Machines Victor
- 1 Typewriter IBM (non-operable)
- 1 Metal Lockers (set of 4)
- 1 Metal Lockers (set of 6)
- 6 Stonchions 4' Crowd Control
- 5 Stonchions 6' Crowd Control
- 2 Wood Ticket Boxes



- 150 Tables Banquet 8' x 30"
- 80 Tables Banquet 30" x 30"
- 24 Tables Banquet 40" x 30"
- 15 Tables (circular) 60"
- 20 Tables (circular) 40"
- 2 Tables 6' x 3'
  
- 1652 Padded Concert Seats
  - 50 Tables Old White 8'
  - 800 Chairs Stacking Blue
  - 300 Chairs Stacking orange & grey
  - 20 Padded arm chairs
  - 16 Padded Chairs (dressing rooms)
  - 3 Chair Dollies
  - 5 Stools
  - 12 Benches Wooden Padded Seats
  - 12 Coat Racks
  - 21 Padded Dividers
  - 9 Screens Stage (wooden folding)
  - 15 Risers - Stage 4' x 8' - 5" x 8"; 5" x 16"; 5" x 24"
  - 15 Risers - Stage (old sections) 5" x 8"; 5" x 16"; 5" x 24"
  - 1 Piano Yamaha 6' Grand
  - 1 Piano Baldwin upright small
  - 2 Mobile Counters (merchandising etc. for events)

## CENTENNIAL HALL SOUND / DIMMER ROOM

- 1 wall mount equipment rack
- 1 yamaha M406 mixer
- 1 yamaha GC2020 compressor/limiter
- 1 yamaha CG2002 power amp.
- 1 Tascam GE208 graphic equalizer
- 1 altel 2200 Incremental power amp.
- 1 DPL sound monitor amp.
- 1 sharp RT - w500 dual cassette deck
- 1 booth monitor speaker
- 1 sennheiser s1013 Infrared hearing impaired control unit
- 4 sennheiser emitter units
- 1 headset power supply unit for clearcom, for farrionics
- 6 KFM boom mic stands
- 5 reg. mic stands
- 1 modified 1000 wall follow spot
- 1 4' x 4 x 2' storage case
- 2 green lockers
- 1 CJ electronics #602 light controller
- 4 colortran 12° eclipse lighting instrument
- 4 colortran zoom eclipse lighting instrument
- 1 6 chan strand dimmer unit
- 4 fostex M501 mics
- 2 voice craft DM 6000 mics - damaged
- 2 shure 540 mics - damaged
- 2 AKG D (Z)E mics - bad
- 6 farrionics headsets
- 1 welt soft lock projection table
- 3 shure AZSB mic holders - broken
- 1 headset
- 1 shure 545L mic

## SOUND ROOM 2

- 4 altec custom speaker caps – 16"
- 1 altec manta ray horn @ twin true speaker

5 8 outlet power bars

sennheiser receiving units

25 pcs. of HD 14055

15 pcs. of HD 14075

3 maxon wireless headsets - #495

2 work – 1 broken

10 cablar power cables

1 – orange power cables

1 – orange cord caddy

6 40' mic liner

5 assorted mic lines

4 pattern 223 strand lites – poor but useable

40 20 amp. twist to 15 amp. "U" ground cables (power)

2 20A "Y" cables – 1 – 15A "U" to 20A twist (power)

### Lower Hall

2 – custom sound columns

2 – custom 12" cone @ horn tone chambers (speakers)

1 – peaug mixer amplifier XR800

2 – spare BTL light bulbs

6 – spare FEL light bulbs

## SCHEDULE E

### RE: BOX OFFICE OPERATIONS AT CENTENNIAL HALL

#### Hours of Operation:

Monday to Friday 10:00 a.m. to 5:00 p.m.

Saturday 11:00 a.m. to 4:00 p.m.

Also open one hour prior to curtain day of the event.

#### Staffing:

One full-time

Two part-time

Yearly staff costs are approximately \$25,000.00

#### Insurance:

Insurance for box office is approximately \$850.00 per year

Insurance paid by Don Jones Productions.

#### Space Rental:

The office space for the box office is \$3,000.00 per year paid by Don Jones Productions to the City of London.

#### Renovations:

Don Jones Productions paid for renovations to the box office four years ago at a cost of approximately \$2,900.00.

#### Box Office Charges to Lessees:

In 1991, the box office collected 3% of gross ticket sales and 3% of credit card sales.

In 1992, the box office charges will be 4% of gross ticket sales and 3% of any credit card sales.

However, Fanshawe Symphonic Chorus and other charitable events held at Centennial Hall are charged anywhere from .20¢ to .75¢ per ticket depending on the ticket price of the event.

#### Phone Order Policy:

Phone orders are subject to a \$1.25 per ticket charge.

For comparison, please note the TICKETMASTER box office services in Toronto, Hamilton, Kitchener and across Ontario. There are 31 Ticketmaster outlets in the Toronto area. When a major concert goes on sale in Toronto at the Skydome, usually those tickets are only available at the Skydome ticket outlet on the first day of ticket sales. In addition, on the first day of sales at the Skydome outlet, all tickets sales are cash only (no credit cards). None of the other 30 Ticketmaster outlets in the Toronto area carry tickets on the first day of sales.

#### Revenue Collected By The Box Office For Services Rendered:

Revenue collected by the box office for events held at Centennial Hall in 1991 was approximately \$14,790.00.