



POURING AND SPONSORSHIP AGREEMENT

This pouring and sponsorship agreement (“Agreement”) is made and entered into as of the ____ day of _____, 2020 (“Effective Date”)

BETWEEN:

**THE MUNICIPAL CORPORATION OF
THE CITY OF MOOSE JAW**
as Owner

-and-

GREAT WESTERN BREWING COMPANY
as Supplier

RECITALS:

WHEREAS the Owner is the owner of Mosaic Place, located at 110 1st Ave NW, Moose Jaw, Saskatchewan (the “Venue”);

AND WHEREAS the parties wish to enter into an agreement relating to the pouring rights and sponsorship rights of the Supplier at the Venue;

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree with each other as follows:

1. DEFINITIONS

1.1 In this Agreement:

1.1.1 “Investment Fee” means the fee payable by the Supplier during the Term for the development and implementation of promotional activities and campaigns, as more particularly described in Schedule “A” to this Agreement;

1.1.2 “Beverages” means all beer and malt-based beverages and does not include hard liquor, spirit-based beverages, wine, ciders, nor coolers.

1.1.3 “Contract Year” means each twelve-month period beginning on the Effective Date and ending twelve calendar months thereafter and each successive twelve-month period during the Term of this Agreement;

1.1.4 “Designated Purchasers” means the food service operators or other licensees of the Owner that may be permitted to sell Beverages in a particular Venue or part thereof from time to time.

1.1.5 “Supplier Marks” means the trademarks, logo and design marks owned by the Supplier or which the Supplier is licensed to use and any future trademarks, logos and design marks created and owned by the Supplier or which the Supplier is licensed to use;

1.1.6 “Owner Marks” means the trade marks, logos and design marks owned by the Owner which the Owner has the legal right to use and which are used in connection with the Venue, and any future trademarks, logos and design marks created or used by the Owner in connection with the Venue.

1.1.7 “Gross Sales” means all sales generated by the Beverage supply services minus applicable added charges as required by Government;

1.1.8 “Major Event” means any significant civic, provincial, national or international cultural, recreational, professional or amateur sporting event that the Owner intends to hold at the Venue during the Term;

1.1.9 “Promotional Merchandise” means those items of merchandise (excluding food and beverages) approved by the Owner and which are given away free of charge or sold at a subsidized price by the Supplier for advertising or promotional purposes at any step of the distribution process in accordance with the terms of this Agreement;

1.1.10 “Signage” means the signage type and number of signs to be provided by the Owner at or immediately inside or outside the Venue, all as described in Schedule “B” for use by the Supplier in advertising the Beverages;

1.1.11 “Term” means the term of this Agreement as described in Section 2.5 and 2.6 of this Agreement;

1.2 The following Schedules are attached to this agreement and shall form a part hereof:

1.2.1 Schedule A: Fees and Benefits

1.2.2 Schedule B: Equipment to be supplied by the Supplier

1.2.3 Schedule C: Marketing Assets to be supplied by the Owner

2. GRANT OF RIGHTS

Grant

2.1 Subject to the provisions of this Agreement, the Owner hereby grants the following rights to the Supplier for the duration of the Term:

2.1.1 the exclusive right to supply Beverages for sale in the Venue;

2.1.2 the right to use the Owner Marks in the sales, promotion and advertising of Beverages in connection with the Venue, including the right to use the Owner Marks in combination with the Supplier Marks. Such right is subject to the prior consent in writing of the Owner and provided there is an identifiable separation between the Owner Mark and each such other mark being used;

2.1.3 the right to participate in promotional activities and campaigns that may be developed by the Owner from time to time to advertise or promote the Venue, subject always to the prior consent in writing of the Owner;

2.1.4 the right to advertise Beverages in the Venue;

2.1.5 the right to display sign advertising and promotional material for Beverages on the Signage in the manner stated in Section 5 to this Agreement;

2.1.6 together with its agents, contractors and employees, a reasonable non-exclusive right of access to the Venue for the purpose of fulfilling its obligations hereunder and for permitted promotional activities, provided that such access:

2.1.6.1 is subject to the prior approval of the Owner, with such approval not to be unreasonably withheld; and

2.1.6.2 does not unreasonably conflict with or impede the carrying on of any activities at the Venue;

2.1.7 the right to have one or more of the Supplier Marks appear in all agreed upon printed media documents related to the purpose of this Agreement, subject to the Venue's prior consent to the use of the Supplier Marks in the manner proposed.

2.1.8 the right to two (2) hours of ice time at the Venue per each year throughout the Term of the Agreement (the "Ice Time"), pursuant to the following terms and conditions and/or any other terms and conditions mutually agreed upon between the parties at the time that the Ice Time is to be exercised:

2.1.8.1 The date(s) and time(s) at which the Supplier shall be entitled to exercise their right to Ice Time at the Venue shall be mutually agreed upon between the parties, with consent not being unreasonably withheld;

2.1.8.2 Ice Time shall not interfere with any preplanned event at the Venue;

2.1.8.3 It is understood by both parties that major events (defined as events of important economic or marketing impact to the City, Regional, Provincial, National, or International in scope) shall take precedent over the Ice Time, which may need to be adjusted accordingly;

2.1.8.4 The Supplier shall indemnify and save harmless the Owner and Venue from and against any and all manner of claims, damages, losses, costs, charges, judgements or awards whatsoever occasioned to, suffered by or imposed upon them, either directly or indirectly, arising out of the use of the Venue by the Supplier for the Ice Time.

2.2 Except as expressly permitted by this Agreement, the Owner agrees that it will not permit Designated Purchasers to purchase Beverages for sale in the Venue from suppliers other than the Supplier, or to permit advertising in contravention of the rights granted to the Supplier hereunder.

Exceptions to Exclusive Rights

Craft Beverage Sales

2.3 The Owner shall, at the earliest opportunity, enter into contractual arrangements with each of its food service operators and any appropriate licensees of space in the Venues requiring such parties to purchase the Beverages supplied by the Supplier to the exclusion of any competing suppliers of Beverages, except as outlined below:

2.3.1 The Supplier agrees to forego the exclusive right to supply all Beverages for sale in the Venue by permitting the Owner to purchase and supply up to three (3) brands of Saskatchewan craft Beverages ("the Craft Beverages") throughout the Venue to be sold alongside the Supplier's Beverages. The Craft Beverage suppliers shall be mutually agreed upon between the parties, with

consent to the Craft Beverage supplier not to be unreasonably by either party;

2.3.2 The parties agree that the premium price of such designated brands of Craft Beverages shall be equal to the retail price of the equivalent size of the Supplier's product, plus \$1.00 in the case of a 355 ml can and/or plus \$1.50 in the case of a 440 ml can of the Supplier's product.

2.3.3 The Supplier acknowledges that the suppliers of the Craft Beverages will also be granted the right to advertise and promote such Craft Beverages alongside the Supplier's advertising and promotions, as permitted per this Agreement.

2.3.4 The Owner shall make best efforts to ensure that the suppliers of the Craft Beverages supply Craft Beverage styles that do not compete with the Supplier's Beverage styles available at the Venue.

Step Aside Clause

2.4 Notwithstanding any term or condition contained in this Agreement, in the event of a Major Event which has a pre-existing agreement with a competitor sponsor being held at the Venue during the Term, the Supplier's rights as granted pursuant to this Agreement, may, with respect to the Venue, at the sole discretion of the Owner, be suspended for the period of time that the Owner shall require the use of the Venue for the purposes of hosting such Major Event (the "Suspended Period"). The Supplier hereby waives its rights under this Agreement for the Suspended Period, it being strictly understood and agreed to between the parties that the Supplier hereby releases and forever discharges the Owner from any and all actions, causes of action, suits, debts, damages, costs, claims and demands of any and every nature whatsoever which the Supplier ever had or hereafter may have for or by reason of any matter concerning the waiver by the Supplier of its rights under this Agreement during the Suspended Period. For the purposes of the Supplier complying with the provisions of this Section, the Owner agrees to be responsible for the removal, reinstallation, or covering of any of the Signage or equipment which may be situated in the affected Venues, should the Supplier be required by the Owner to remove, reinstall or cover any such Signage or equipment. This Step Aside Clause shall not exceed two events annually or fourteen (14) days in a contract year without written consent of the Supplier, with such consent not to be unreasonably withheld.

Term

2.5 Unless earlier terminated pursuant to the terms of this Agreement, the Term of this Agreement shall be effective as of the Effective Date and shall continue for a period of five (5) years thereafter. All rights granted hereunder shall expire upon the expiration or sooner termination of the Agreement.

2.6 The parties may agree to renew this Agreement for a further two (2) year period. Notice of intention to renew must be provided by either party to the other party no later than six (6) months prior to the expiry date of the initial term.

3. SUPPLY OF BEVERAGES

Supply

3.1 Throughout the Term, the Supplier shall supply and advertise each of the Beverages it manufactures or produces and distributes to the Owner or to Designated Purchasers as may be designated by the Owner from time to time, in such quantities, by such dates and at such location on or about the Venue as may be reasonably directed by the Owner or each Designated Purchaser, as the case may be. The Owner acknowledges that delivery of the Supplier's Beverages shall come from the Brewers' Distributor Ltd. warehouse and that the Supplier shall not be responsible for the direct delivery of the Beverages to the

Owner or Designated Purchasers.

Change of Designated Purchaser

3.2 The Owner shall provide a current list of all Designated Purchasers to the Supplier upon request by the Supplier. The Owner may add, change or remove a Designated Purchaser at any time, and shall give written notice of such addition, change or removal to the Supplier.

Pricing

3.3 Throughout the Term, the Supplier shall charge the Designated Purchasers competitive prices for the Beverages. If the then current price for Beverages changes, such pricing shall be the lowest wholesale prices offered by the Supplier to similar customers for similar annual volume, treating each Designated Purchaser as a separate customer based on the terms of this Agreement.

Responsibility for Accounts

3.4 The Owner shall not be responsible for any failure of or delay in payment to the Supplier by any Designated Purchaser for Beverages sold or supplied hereunder.

Warranty

3.5 The Supplier warrants that the Beverages supplied by it pursuant to this Agreement shall be fit for their intended purpose, shall be of good quality, shall comply with all applicable laws and regulations and shall meet or exceed industry standards.

4. SUPPLY OF EQUIPMENT

4.1 The Supplier will, entirely at its own expense, provide, install and prepare for operation, the equipment and the equipment upgrades as specified in Schedule "B" to this Agreement. Only products from the Supplier may be dispensed, stored, or used in any of this equipment. For clarity, the Owner and/or the Venue shall be responsible for refrigerator equipment stored behind the bar areas, which may be used by multiple suppliers for multiple purposes and is not limited to use by the Supplier only.

4.2 The Owner shall provide adequate electricity connections and all other installation requirements at the Venue at no cost to the Supplier and shall operate the equipment at its cost.

4.3 The Owner is responsible for the care and control of the equipment. The Owner acknowledges and agrees that the equipment shall remain the sole and exclusive property of the Supplier and the Owner shall not sell, lease, loan, pledge, mortgage, encumber or otherwise part with possession of the equipment.

4.4 The Owner acknowledges and agrees that only the Supplier may move the equipment and service the equipment during the Term, unless otherwise authorized by the Supplier. The Supplier shall service and repair such equipment as per Section 4.8 below, as may be necessary to keep the equipment in good operating condition, reasonable wear and tear excepted.

4.5 The Owner will not be liable to the Supplier for any loss or damage occasioned by fire to, or burglary or vandalism to any of the stock or equipment of the Supplier at the Venues, provided such damage, fire, burglary or vandalism is not caused due to the negligence or willful act of the Owner and/or its agents or employees.

Ongoing Upgrades and Supply

4.6 During the Term, the Supplier shall, acting reasonably, at its own expense, provide, install and prepare for operation such additional Beverage dispensing equipment and point-of-sale equipment and materials, or upgrade existing equipment, as may reasonably be required in the Venue. Such equipment will be of a

type and in numbers sufficient to reasonably meet demand for Beverages in the Venue. Any placement of additional supply-based machines requires the permission of the Owner, which permission may be withheld for any reason.

Warranty

4.7 The Supplier warrants that the equipment and equipment parts supplied by it pursuant to this Agreement shall be fit for the intended purpose, shall be of first-class quality and shall comply with all applicable laws and regulations and shall meet or exceed industry standards.

Service

4.8 The Supplier shall, throughout the Term:

4.8.1 provide seasonal start up and close down maintenance to lines, as well as maintenance and cleaning to the lines approximately every eight (8) weeks during periods of normal use of the facility, and as required for all units at the Venues, at no charge to the Owner and at no charge to Designated Purchasers;

4.8.2 provide a maintenance person to attend onsite and confirm optimal equipment operation prior to any Major Events held at the Venue and/or at the request of the Owner so long as such maintenance requests are made with at least forty-eight (48) hours' notice to the Supplier. The Supplier will make best efforts to respond to all non-emergency calls and emails within twenty-four (24) hours of receipt; and

4.8.3 provide emergency response services whereby the Supplier will make best efforts to respond to emergency calls and emails within four (4) hours of receipt.

5. DISPLAY ADVERTISING

Sign Inserts and Display

5.1 Except as to be provided by the Owner as specified in Schedule "C", during the Term, the Supplier will provide to the Owner at the Supplier's expense, appropriate sign inserts and display materials for use in connection with the Signage. All sign inserts and display materials provided by the Supplier shall be installed by the Owner at the Supplier's expense.

Maintenance of Signs

5.2 The Owner shall maintain the Signage in good working order at its expense and shall adequately train sufficient people for the operation and maintenance thereof. In the event that the Signage is substantially damaged or destroyed the Owner shall cause the Signage to be repaired as soon as is reasonably possible.

6. PROMOTIONS

Investment Fees

6.1 In consideration of the right to participate in the promotional activities and campaigns described in this Agreement, the Supplier shall pay the Investment Fee for each Contract Year of the Term to the Owner on a quarterly basis beginning on the first day of the Contract Year and paid within 30 days after the last day of each quarter. If this Agreement is terminated early, the Supplier shall be entitled to a pro-rata refund as per the termination clause set out in Section 8 to this Agreement. Unless otherwise expressly agreed, all development costs and expenses for each proposed promotion shall be funded

exclusively by the Supplier. All payments under this Agreement shall be made directly to the Venue, being "Mosaic Place".

Rebate Program

6.2 [REDACTED]

6.3 [REDACTED]

6.4 [REDACTED]

6.5 [REDACTED]

Sections 6.2, 6.3, 6.4 and 6.5 have been redacted pursuant to section 18(1)(b) and (c)(i)(ii)(iii) of The Local Authority Freedom of Information and Protection of Privacy Act, SS 1990-91, c L-27.1

Cooperation

6.6 Both the Owner and the Supplier will endeavor to make available to the other, additional opportunities which may be available and suitable to promote the Beverages, the Supplier Marks, the Owner Marks, and the Venue, from time to time.

Approvals

6.7 Neither the Owner nor the Supplier will proceed with any of the promotional activities or campaigns involving both the Owner Marks and the Supplier Marks or make public any materials prepared therefore unless and until the other shall have approved all such activities and material in writing.

Promotional Merchandise

6.8 The Supplier shall be entitled to distribute Promotional Merchandise at any point in the distribution process, provided that the Promotional Merchandise shall only be distributed pursuant to or in accordance with a promotional activity or campaign approved in advance by the Owner, with such activity or campaign relating only to the Beverage and the Venue and with such approval not to be unreasonably withheld.

Sampling

6.9 Pursuant to details in Schedule A, the Supplier agrees to supply to the Owner yearly at no cost, Beverages of the Supplier from its existing inventory, as selected by the Supplier in its sole discretion for the purpose of sampling at the Owner's events, promotions, competitions or for volunteers, under any reasonable terms and conditions as decided by both the Supplier and the Owner.

Year One Investment

6.10 In addition to the Investment Fees described in this Agreement and its schedules, the Supplier shall also invest \$10,000 within in year one (1) of the Term. This investment amount must still be spent and invested pursuant to the terms and limitations of this Agreement.

Original 16 Curling Rings

6.11 In addition to the Investment Fees and Year One Investment described in this Agreement, the Supplier shall also supply a set of Original 16 Curling Rings to the Venue in year one (1) of the Term

pursuant to the terms and conditions agreed upon between the parties.

7. FACILITY CLOSURES

7.1 Subject to Section 8.2, the Owner reserves the right to close any or all of the Venue and makes no representation concerning the future operation of the Venue. In the event that the Venue is discontinued, closed entirely or partially for public use, the Owner shall not be liable for any claims, damages, losses, costs or charges whatsoever suffered by the Supplier as a result of the closure in whole or in part. The Supplier hereby releases and discharges the Owner from any and all matter of claims, damages, losses, costs or charges whatsoever occasioned to or suffered by or imposed upon the Supplier or its property either directly or indirectly in respect of any discontinuance of the locations for public use in whole or in part. It is agreed that this paragraph constitutes the entire agreement between the parties with respect to the future operation of the Venue and any other arrangement between the parties shall be null and void.

8. TERMINATION

Events of Default

8.1 In addition to all other remedies available to it in law or in equity, the non-defaulting party may at its sole option immediately terminate this Agreement effective upon thirty (30) days' notice to the defaulting party, in the event that:

8.1.1 the defaulting party is in breach of any material provision of this Agreement (it being agreed by the parties that a breach of a provision of this Agreement which may otherwise not be material may become material upon more than one breach of such provision) and such breach continues to exist after fifteen (15) business days from the date of the giving by the non-defaulting party of notice of that breach in writing to the defaulting party; or

8.1.2 the defaulting party has received from the non-defaulting party three (3) or more notices relating to an unremedied default under this Agreement during any consecutive twelve (12) month period, notwithstanding that such details may have been cured.

Force Majeure

8.2 In the event that the performance by either party of any of its respective obligations hereunder is interrupted or prevented by any riot, war, governmental or regulatory body's order, regulation or guidelines, embargo, act of God, direct or indirect labor disturbance including strike, lockout or slowdown, temporary loss of the Owner's entitlement to occupy the Venue or any of them for any reason, or any other cause (other than lack of funds or credit) (the "Cause") beyond the reasonable control of the party claiming the benefit of this clause and which that party could not reasonably have protected itself against, such party shall have the right, at its sole option, to suspend the Term of this Agreement (but only with respect to the Venue being directly affected by such Cause) during such interruption or prevention and until such a time as such party determines that it can again perform its obligations hereunder. If any suspension remains in effect for a duration for more than 60 days in the aggregate during any Contract Year, then the parties agree that the Term of this Agreement may be reasonably adjusted by a period of time equal to the time lost due to such suspension, under the terms and conditions agreed to by the parties. Should the parties fail to come to an agreement, the affected party shall be entitled to terminate this Agreement (but only with respect to the Venue being directly affected by such Cause).

Preservation of Rights

8.3 Terminations (or partial termination) hereunder shall be without prejudice to any existing rights or claims that either party may have against the other, and shall not relieve any party from fulfilling the

obligations accrued prior to such termination (including without limitation delivering all of the Beverages in a timely manner as herein provided) which would have been delivered had this Agreement (or part thereof) not been terminated.

9. REPRESENTATIONS AND WARRANTIES

The Supplier's Representations and Warranties

9.1 The Supplier represents and warrants as follows:

9.1.1 The Supplier is a corporation duly continued and amalgamated under the laws of Saskatchewan, is qualified and registered to do business in Saskatchewan, and has the full legal right, power and authority to enter into this Agreement and comply with its terms;

9.1.2 The Supplier, its shareholders, directors and officers have done all things required by law and by the Supplier's charter documents to duly authorize the execution hereof by the Supplier and the fulfillment of all the Supplier's obligations hereunder;

9.1.3 The Supplier is and throughout the period that this Agreement is in effect will continue to be:

9.1.3.1 subject to the Supplier's license agreement, the lawful bottler and supplier of the Beverages sold by it and is entitled to distribute the same for sale in the area in which the Venue is located;

9.1.3.2 entitled to use in the manner contemplated herein all the trademarks and other intellectual property rights associated with the Beverages it sells in the Venue including, without limitation, the Supplier Marks (provided written consent is obtained from the Supplier). Further, the Supplier covenants that entering into this Agreement and complying with all its terms and conditions will not cause the Supplier to be in default under any of its obligations to any franchisor or owner of any trade mark associated with any of the Beverages, and that the Supplier has full authority to promote the Beverages and to use the marks associated with the Beverages in the manner contemplated hereby.

The Owner's Representations and Warranties

9.2 The Owner represents and warrants as follows:

9.2.1 The Owner is a duly incorporated and organized under the laws of the Province of Saskatchewan, and has the full legal right, power and authority to enter into this Agreement and comply with its terms;

9.2.2 The Owner has exclusive authority to bind the Venue to the terms and conditions of this Agreement; and

9.2.3 The Owner is and throughout the period that this Agreement is in effect will continue to be the owner or lawful user of the Owner Marks and has full authority to permit usage by third parties of the Owner Marks.

10. INDEMNITY & INSURANCE

10.1 The Supplier agrees to defend, indemnify and hold the Owner and its employees or agents, harmless from and against any and all claims, suits, damages, liabilities, costs and expenses, including reasonable counsel fees, due to, arising from or to the extent contributed to by:

10.1.1 any breach, violation or non-performance of any term or condition of this Agreement which is to be observed and performed by the Supplier;

10.1.2 any negligent or willful act or omission of the Supplier or any of its agents, employees or persons for whom the Supplier is in law responsible; or

10.1.3 any infringement of any proprietary right, whether patent, trademark, or copyright by the Supplier in its performance of this Agreement.

10.2 The Owner agrees to defend, indemnify and hold the Supplier, its employees or agents, harmless from and against any and all claims, suits, damages, liabilities, costs and expenses, including reasonable counsel fees, due to, arising from or to the extent contributed to by:

10.2.1 any breach, violation or non-performance of any term or condition of this Agreement which is to be observed and performed by the Owner;

10.2.2 any negligent or willful act or omission of the Owner, or any of its agents, employees or persons for whom the is in law responsible; and

10.2.3 any infringement of any proprietary right, whether patent, trademark, or copyright by the Owner in its performance of this Agreement.

10.3 During the term of this Agreement, the Supplier shall carry the following:

10.3.1 Comprehensive commercial General Liability Insurance covering the services and operations of the Supplier for bodily injury and/or property damage with policy limits of not less than 2 Million Dollars (\$2,000,000.00) per occurrence; and is inclusive for all activities, events and services which the Supplier is involved in while in performance of this Agreement; and

10.3.2 Professional Liability Insurance covering the services provided by the Supplier with policy limits of not less than Five Hundred Thousand Dollars (\$500,000.00) per claim;

10.3.3 Insurance Deductibles that are acceptable to the Owner; and

10.3.4 A valid WCB certificate, producible at the request of the Owner throughout the Term of the Agreement.

10.4 The insurance referenced above shall be in a form and with insurers acceptable to the Owner. Certified copies of the policies shall be provided to the Owner by the Supplier or the Supplier's broker upon request and evidence of renewal shall be provided to the Owner not less than thirty (30) days prior to the expiry dates. Any changes in policies also require notice to the Owner thirty (30) days prior to the effective date.

10.5 The Supplier shall be responsible for the payment of all premium and deductible amounts relating to the insurance policies, and the Supplier shall maintain the insurance from the date of this Agreement until the termination or expiry of the Agreement, whichever occurs first.

10.6 During the term of this Agreement, the Owner shall carry comprehensive commercial General Liability Insurance covering the services and operations of the Owner for bodily injury and/or property damage with policy limits of not less than 2 Million Dollars (\$2,000,000.00) per occurrence; and is inclusive for all activities, events and services which the Owner is responsible for in while in performance of this Agreement.

11. GENERAL PROVISIONS

Time of the Essence

11.1 Time is to be considered of the essence of this Agreement and therefore, whenever in this Agreement either the parties are required to do something by a particular date, the time for the doing of the particular thing shall only be amended by written agreement of the parties.

Assignment

11.2 Neither the rights nor the obligations of any party under this Agreement shall be assigned by such party without the prior consent of the other parties, which consent shall not be unreasonably withheld and without first obtaining the written agreement of the assignee to be bound by the assigned provisions hereof.

Relationship of the Parties

11.3 This Agreement does not constitute either party being the agent of the other, or create a partnership, joint venture or similar relationship between the parties, and no party shall have the power to obligate or bind the other party in any manner whatsoever.

Waiver

11.4 Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any other provision of this Agreement. Any waiver must be in writing. Failure by either party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

Entire Agreement

11.6 This Agreement contains the entire understanding between the parties relating to the subject matter herein contained and supersedes all prior oral and written understandings, arrangements and agreements between the parties relating thereto. Any amendments to this Agreement must be in writing, signed by all parties. All Schedules shall be part of this Agreement.

Notices

11.7 All notices, consents, approvals, requests or offers required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given and received either:

11.7.1 on the day of delivery, if delivered to

The Owner:
City of Moose Jaw
228 Main Street North,

Moose Jaw, SK, S6H 3J8
Attn: Department of the City Clerk/Solicitor
Tel: 306-694-4487
Email: cclerk@moosejaw.ca

THE SUPPLIER:

Great Western Brewing Company
519 2nd Avenue North,
Saskatoon, SK, S7K 2C6
Tel: 306-653-4653 ext. 255
Email: scotth@gwbc.ca

or such other address as each party may designate in writing to the other party for this purpose, or

11.7.2 on the fifth (5th) day after the date sent, when sent by prepared registered mail to the addresses above, or

11.7.3 upon 24 hours after the time sent (as recorded on the device from which the sender sent the email) when by email to the email addresses above, unless the sender receives an automated message that the email has not been delivered.

Number and Gender

11.8 All words contained in this Agreement shall be read as the singular or the plural and as the masculine, feminine or neuter gender as may be applicable in the particular context.

Counterparts

11.9 This Agreement may be executed in one or more counterparts, all of which will be considered one and the same Agreement, and will be binding when one or more counterparts have been signed by each of the parties and delivered, either manually or electronically, to the other party, it being understood that all parties need not sign the same counterpart.

Currency

11.10 All sums of money expressed in this agreement are expressed in lawful Canadian currency.

Severability

11.11 The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provisions were omitted, provided that in so doing that primary purpose of this agreement is not impeded.

Amendment or Modification

11.12 This Agreement shall not be modified, varied or amended except by the written agreement of the parties.

Successors and Assigns

11.13 This Agreement shall be binding upon the parties and their respective heirs, executors, administrators, and assigns.

Headings

11.14 The headings in this agreement are for convenience only and shall not affect in any way the meaning of the provisions to which they refer.

Governing Law

11.15 This agreement shall be governed by and interpreted under the laws of the Province of Saskatchewan and the laws of Canada having application.

FOIP, LA FOIP and Confidentiality

11.16 The Supplier acknowledges that, in adherence to the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, Ch. F-18 ("FOIP") and *The Local Authority Freedom of Information and Protection of Privacy Act*, SS 1990-91, c L-27.1 (LA FOIP), the Owner is required to comply with the provisions of FOIP and LA FOIP pertaining to all information and records relating to, obtained, generated, collected or provided under or pursuant to this Agreement and that the Owner may, subject to the provisions of FOIP and LA FOIP, disclose or prohibit the disclosure, to any member of the public any such information and records and the contents of this Agreement. With respect to this Agreement, "record" means a record of information in any form, including books, documents, maps, drawings, photographs, letters, vouchers and papers and any other information that is written, photographed, recorded or stored in any manner, but does not include software or any mechanism that produces records. The Supplier will at its expense, provide to the Owner any records required to be created, obtained and maintained pursuant to this Agreement within seven (7) calendar days of notification by the Owner. Subject to the above, the parties acknowledge and agree that the terms of this Agreement are confidential to the parties and will be kept confidential by the parties and will not be disclosed in any manner whatsoever in whole or in part. Without limiting the foregoing, the parties acknowledge and agree that the provisions of this Agreement constitute commercial and financial information of the Supplier which has been supplied to the Owner in confidence. The parties further acknowledge and agree that the disclosure of the provisions of this Agreement could reasonably be expected to harm significantly the competitive position and/or interfere significantly with the negotiating position of the Supplier. However, the parties agree that they shall disclose the terms of this Agreement only to their respective agents, representative and employees who need to know of such terms.

GST Payments

11.17 The Owner acknowledges that in addition to the payments made by the Supplier hereunder, the Supplier shall add and pay to the Owner the GST/HST/PST and any other taxes eligible in respect of such payments. Upon receipt of such taxes, the Owner agrees to remit the eligible taxes collected to the appropriate tax authority(ies).

11.18 If Saskatchewan Provincial Tax should apply to any fees according to the Education and Health Tax Act, these fees will be added to any payments made to the Owner.

[The rest of this page is intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**THE MUNICIPAL CORPORATION
OF THE CITY OF MOOSE JAW**

**GREAT WESTERN BREWING
COMPANY**

Per: _____
Name: FRASER TOLMIE
Title: MAYOR

Per: _____
Name:
Title:

Per: _____
Name: MYRON GULKA TIECHKO
Title: CITY CLERK

(SEAL)

(SEAL)

**SCHEDULE A
FEES AND BENEFITS**

The Investment Fee shall be broken down as follows:

AMOUNTS PAYABLE TO OWNER PURSUANT TO THE AGREEMENT:

Description	Amount per Contract Year
[REDACTED]	\$27,500
[REDACTED]	\$20,000
[REDACTED]	\$5,000
TOTAL:	\$52,500

*These amounts are actual amounts payable by the Supplier to the Owner pursuant to the Agreement, in particular section 6.1. These amounts are exclusive of all applicable taxes and fees (see section 11.17).

VALUE-ADDED ITEMS:

Description	Value per Contract Year
[REDACTED]	\$2,500 (approximate)
[REDACTED]	\$2,500 maximum

The information on this page has been redacted pursuant to section 18 (c)(i)(ii)(iii) of *The Local Authority Freedom of Information and Protection of Privacy Act, SS 1990-91, c L-27.1*.

**SCHEDULE B
EQUIPMENT TO BE SUPPLIED BY THE SUPPLIER**

Equipment to be supplied and installed at the Venue by and at the sole cost of the Supplier is as follows:

- Two (2) portable kegerators with the single tap towers.

Equipment upgrades provided at the sole cost of the Supplier are as follows:

- As required.

SCHEDULE C
MARKETING ASSETS TO BE SUPPLIED BY THE OWNER

The following marketing assets shall be made available by the Owner:

- Rink boards in arena
- Title sponsorship in lounge
- Curling rings
- Curling league naming rights
- Venue website co-branding and advertising for Mosaic Place and the Moose Jaw Ford Curling Centre