

2009



RFP - Audio Visual Services



**Niagara Convention
and Civic Centre**

Niagara Convention and Civic Centre

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I. Request

The Niagara Convention and Civic Centre ("NCCC") hereby invites proposals from service providers ("Bidders") to provide Audio/Visual, Simultaneous Interpretation, and Computer Equipment Rental Services to NCCC. In the event a proposal is selected by NCCC, the terms of the engagement will be formalized in a written agreement (the "Contract") which shall include as a schedule, specific provisions listing the rights and obligations of the parties, such rights and obligations to be substantially similar to the provisions of this RFP. The Bidder that executes a Contract with NCCC will be granted "**Official Service Provider**" status. This service is proposed to be effective on or around (October 1, 2009) or as mutually agreed upon, all in accordance with the terms and conditions of this request for proposal ("RFP") and the Contract.

II. History and Benefits of Official Service Provider Status

NCCC Mission Statement

The Niagara Convention & Civic Centre delivers UnConventional experiences in a globally iconic destination through an inspired team of professionals.

NCCC Vision Statement

To be a self-sustaining economic catalyst for Niagara renowned for its exceptional services, creativity and experiences.

Targeted to open in Spring of 2011 as Canada's newest convention centre, the NCCC, which is located in the Niagara Falls dynamic tourist core will have a single focus to create UnConventional/memorable events for groups of 40 to 10,000. From trade shows and conferences to banquets and galas, we can do it all. We're proud the new facilities, the dedicated staff, and the flexible space will help make each event we host a truly unique experience.

The NCCC is built to LEED silver standards and practices sustainable behaviors always. All service providers will be part of that green-efficient team.

Through attracting convention delegates to Niagara, the NCCC is predicted to generate approximately \$83 million annual in direct-visitor expenditures to the region for local businesses such as hotels, restaurants, and theatres. More information on our facility and the services offered can be found on our web site at www.fallsconventions.com.

The NCCC understands the importance of a team of experienced and skilled personnel providing a dependable service for Audio/Visual, Simultaneous Interpretation, and Computer Equipment Rental Services. The NCCC realizes that such an arrangement will create a team relationship whereby both parties, NCCC and the Official Service Provider, can provide feedback to each other to consistently achieve great customer satisfaction and provide services efficiently and safely.

In order to complete our package of services, and in response to this need, NCCC wishes to solicit proposals from pre-qualified Bidders for the provision of these services.

To illustrate where the market value of this agreement is derived, the PKF feasibility study updated in 2008 predicted in a stabilized year that the NCCC will attract 423 conventions, trade shows, consumer shows, meetings, theatre and other events to the City, and will generate over 584,000 visitors annually.

As part of the NCCC's commitment to providing exceptional customer service and support to the event planner and exhibitors, the NCCC is proud to begin requesting proposals for recognized service providers. These Service Providers will be carefully selected for their reliability, experience and expertise. You will be joining our a team of Service Providers along with our own service teams who will be known for their delivery of exceptional service and commitment to high quality products.

Having the designation as Official Service Provider status, you will receive many sales and promotional opportunities. You will be recommended as a member of our team and be an integral part of our service delivery package. We will identify to our many clients that you have the ability to provide advanced products and services and play a key role in the delivery of the approximately 423 successful events held at NCCC every year.

You will be the first to receive an introduction to our clients as they arrive for their site inspections. In addition, your promotional material will be included into our pre-event packages which are distributed to all potential clients.

You will receive event booking information from our event management system which will allow proactive marketing of services. You will also receive all sales leads/contacts from our sales and co-ordination teams. You will play a major role in providing services along with our other on-site services for clients who desire one-stop shopping.

You will be included in the promotional information on our website, including a direct link to your company website.

Your office and storage spaces will be in close proximity to the exhibit floors which will ensure our clients receive the smooth logistics to which they are accustomed. As an Official Service Provider, you will be granted early access to the exhibit floor and offices whenever feasible from an operations perspective.

Our team excels in their service delivery and we want you to share in our successes.

The successful Bidder will be required to enter into a Contract with NCCC for a period of five years with a two year extension that may be exercised at the discretion of NCCC.

This RFP specifies NCCC's objectives, scope of services, selection criteria and submission requirements.

The Bidders responding to this RFP are required to provide information concerning company experience in the provision of these services to similar facilities, operation and staffing plan, financial background, quality management initiatives, staff training programs, compensation proposal and references. Bidders may choose to provide other pertinent details that provide a more in-depth knowledge of their corporate philosophy and business practices and experience.

This RFP document is not the Contract and the contents of this RFP are not representations and warranties. The successful Bidder will be required to enter into a Contract which will be substantially similar to the form of agreement attached as Appendix "A" to this RFP.

It is the responsibility of a Bidder, when making its submission, to identify any area of the contract with which it does not agree and to further indicate any changes it wishes to make by indicating same on the form of Contract attached as Appendix "A" hereto.

III. Scope of Services

The scope of work for which the proposals are requested is defined herein. The following services are being proposed:

- Audio/Visual
- Simultaneous Interpretation
- Computer Equipment Rental Services

In all cases, NCCC shall recognize the successful Bidder as the Official Service Provider of those services identified above and will be recommended by NCCC for all events.

Bidders should be aware that any extension of services to clients that is beyond the scope of work described herein will also be subject to additional compensation arrangements to be paid to the NCCC, on a basis that is similar to services provided under the Contract. Compensation arrangements must be agreed upon prior to the offering of such service.

Should there be an overlap of services which have been appointed to other NCCC Official Service Providers, these services must be mutually agreed upon prior to signing an agreement.

IV. Bidder Management Requirements

The Bidder shall be prepared to supply Audio Visual for all meetings, conferences, conventions, trade shows, banquets, special events, exhibits, or other events of any kind to be held at the NCCC. Service standards are to be first class and consistent with those enforced internally by the NCCC and as would benefit a world class convention centre facility. The Bidder shall provide the properly qualified personnel in sufficient quantities to meet those first class standards. These personnel shall be responsible for the marketing, sales, pre-event coordination, and on site service provision. Due to the multiple events that will occur within NCCC at any given day and time, the Bidder shall be prepared to simultaneously properly service separate events and multiple clients.

A minimum of one individual Manager shall be provided to directly oversee service delivery. This Manager must have a minimum of 5 years experience in the Convention and Trade Show Market. Also, given the size and complexity of some of the events, the Bidder shall also ensure that additional management personnel that are required, be equally qualified and available when and if required by the customer and/or NCCC. Furthermore, the Bidder shall provide an appropriate number of designated representatives to attend coordination meetings to discuss with clients the delivery of Audio Visual.

A Manager shall be on call at all times during NCCC office hours and at all other times when an event is taking place in the building. NCCC requires service personnel to be on-site at the NCCC at all times when the successful Bidder's equipment is in use.

The Bidder is to provide as many fully qualified personnel as may be required, each of whom shall be properly certified in accordance with relevant operating guidelines. The Bidder is also to provide all equipment and forms necessary to meet the service delivery requirements of NCCC and its clients.

The NCCC retains the right to request the immediate removal of any of the Bidder's staff from the facility, at any time, where they are found not conforming to the NCCC's requirements or regulations.

The Bidder shall ensure that all company staff are properly outfitted in complete uniforms including shirts and pants consistent with the NCCC Standard of Conduct and wear a photo identification badge. Jeans are not acceptable as part of a uniform.

The Bidder will be required to meet directly with clients of the NCCC or confirm arrangements provided through NCCC coordinators.

The Bidder will be required to accept internet orders for services and offer clients assistance through the internet upon demand of the client.

The Bidder and NCCC will, in the spirit of cooperation, refer any sales leads or contacts emanating from its business to the other party.

The Bidder shall supply the necessary service order forms and operating procedures to ensure that the clients' Audio Visual needs are clearly established and met.

The necessary service orders shall clearly identify staff and equipment required to deliver the service, the hours of service coverage, along with any other equipment or other services required by the client. The associated costs to all applicable services and/or equipment shall also be clearly established within the Bidders order form.

The Bidder shall prepare each service order within a reasonable time period to allow the client sufficient time to review and confirm the details of same or have the order amended as the client may deem necessary.

The NCCC is built to LEED silver standards and practices sustainable behaviors always. All service providers will be part of that green-efficient team. The bidder shall use energy efficient equipment and practice sustainable methods of operating even in their administrative systems.

The Bidder shall provide a marketing plan which demonstrates how they will assist NCCC in the marketing of the facility. The Bidder shall be prepared to meet with the NCCC's Sales & Marketing Department to create a marketing and promotion strategy to ensure the successful Bidder's products and services are presented to clients and prospects in a manner acceptable to the NCCC. Follow-up meetings are required to confirm progress against the plan.

The Bidder and its staff shall abide by the rules and regulations established by NCCC, acting reasonably and with care to protect NCCC against any harm, negative reputation and liability whatsoever. Failure to do so could constitute default of contractual commitments and could result in termination. The NCCC Code of Conduct is included in the Contract (Appendix A) and may be subject to change, as required.

For clarity, audio visual, simultaneous interpretation, and computer rental services specifically excludes the following:

- housekeeping services (provided exclusively by **NCCC**)
- catering services (provided exclusively by **NCCC**)
- telecommunications services (provided exclusively by **NCCC**)
- electrical and mechanical services (provider yet to be identified)
- coat check services - (provider yet to be identified)
- production staging services (provider yet to be identified)
- security services – (provider yet to be identified)
- first aid services – (provider yet to be identified)
- customs, transportation and small parcel services (provider yet to be identified)
- show decorator services (provider yet to be identified)

V. Selection Criteria

The following criteria (not prioritized) will be used to evaluate the proposals:

- Corporate profile
- Experience in delivering scope of services
- Adequate inventories and resources
- Staffing and qualifications
- Proposed method of operation
- Quality control
- Compensation proposal
- Other services
- Requested amendments to the contract

VI. Submission Requirements

Respondents must include the following information in their submission:

1. Corporate profile

- Corporate Mission Statement, including vision and values
- Strategic direction
- Financial stability (include annual audited statements for the past three years)
- Details of the company's incorporation and ownership details

2. Evidence of experience delivering the scope of services

- Years of experience providing these services, particularly in relation to the Canadian convention industry
- A list of current clients
- Three reference sites, including contact names and telephone numbers
- Five examples of providing these services to large, complex events in the past three years, at other similar convention facilities

3. Evidence of adequate inventories and resources to meet service delivery requirements

- Number of offices in Canada, including locations and number of employees
- Evidence of sufficient inventories available
- Strategy for maintaining an inventory that is reliable and contemporary

4. Staffing and qualifications

- An organization structure, highlighting the senior management representative who will oversee this contract
- Key personnel who will be assigned to manage service delivery at the NCCC
- Dedicated on-site Operations Manager
- Curriculum vitae for each individual noted above, including academic credentials, certifications, industry awards, etc.
- Union affiliations and rate schedules under current contracts
- Union contract expiry dates
- List of any subcontractors that may be engaged in delivering services
- Documentation of company experience, key personnel, etc. as above for each subcontractor. This must include a list of officers, details of the incorporation, and ownership of the proposed companies

5. Proposed method of operation

- Respondents should provide a description of their proposed method of operation as it relates to sales and marketing, pre-event coordination, on-site service delivery, response to last minute client requests, customer support, etc. Promotional trips and site inspections of upcoming events should also be included.

6. Quality Control

- Demonstration of industry accepted quality management initiatives and standards
- Demonstration of customer service initiatives to retain customers

7. Compensation

- The NCCC will recognize the successful respondent as the official provider of these services. In return for Official Supplier status, responses must include proposal(s) for compensating the NCCC. To ensure a common basis for comparison across all responses, one compensation option must be a fixed commission on gross revenues earned within the facility.

Respondents should be advised that, if the fixed commission percentage option is selected, the contract between the successful respondent and the NCCC will include the following provisions:

- a) On a monthly basis, the NCCC will be provided with a list of supplier gross revenues by event. For the purposes of this agreement, gross revenues will be defined as the amounts billed to customers for that month, less applicable taxes. This will be the basis for calculating commissions owed to the NCCC;
- b) Commission payments will be remitted to the NCCC by the 10th working day of the month following the start of the contract, and monthly thereafter on the 10th working day, including the month in which this contract terminates;
- c) Should the supplier wish to discount services, the fixed commission rate will not change unless provided Gratis for use by the NCCC marketing department. Any exception to this must have prior written approval by the designated NCCC representative;
- d) The contract will provide for the continuation of remuneration beyond the expiry of the term as it relates to business secured by the supplier during the term of the contract.

Based on the fixed commission percentage option, respondents must provide a list of all contracts they currently have within the next five years with events that are being held or will be held at the NCCC. For each event, list the expected number of orders, estimated value of exhibitor orders, and the value to the NCCC based on the proposed fixed commission percentage offered.

- An additional element of the compensation is an initial licensing fee. The licensing fee element of the compensation arrangement is to be a one-time lump sum payment, payable upon execution of the Agreement. The amount of the fee is to be proposed by the respondent.
- Budget allocation which will demonstrate intent to assist the NCCC in the promotion and marketing of the Centre, including sales calls, site visits, presentations, and recommendations on behalf of the Centre should also be included in the compensation package. Specific recommendations along with budget allocation would be preferred.

- Gratis work for events that are marketing oriented to pursue future rentals and revenue as well as gratis work for events of a charitable nature may be proposed.
- Other options will also be considered should the respondent wish to suggest alternate remuneration arrangements.

8. Schedule of prices

- List of services and equipment to be provided to the client, including a full standard and preferred pricing schedule, for the first two-years of the contract. Prices will then be reviewed annually by both parties and only adjusted as agreed to by the NCCC
- Details of preferred rates that would be charged to the NCCC for any services it may require for its' own account, and/or services that would be provided at no charge to the NCCC

9. Other Services

- The NCCC is willing to consider ancillary services should the respondent wish to suggest additional and alternate services, along with an outline of remuneration arrangements.

10. Administrative offices and storage areas

- The NCCC requires the official supplier to lease office space located in the Centre. Storage space is available. Responses must include:
 - Square footage required for office space and annual rental per square foot
 - Square footage required for storage space and annual rental per square foot
 - Willingness to invest capital to fit up space
 - Proposal for turn over of finished space to the NCCC on contract expiry

11. Amendments to the contract

- The successful respondent will enter into a contract with the NCCC that will be substantially similar to the contract included in Appendix A. Respondents must include comments and requested changes to this contract in their submission.

IX Administrative Matters

1. Address/Date for Submission

Please send four copies of your responses, to be addressed as follows:

Niagara Convention and Civic Centre
6380 Fallsview Blvd. Suite 202
Niagara Falls Ont. L2G 7Y6

Attention: Terri Seymour

To be considered, responses must be received at the above address by 3:00 pm local time, **Thursday, September 3, 2009**. Responses received after the deadline will be disqualified.

2. NCCC's Rights Re. Proposals

The NCCC reserves the right to reject any or all proposals. NCCC reserves the right to cancel this RFP process at any stage. The highest proposed remuneration for any proposal will not necessarily be accepted. NCCC reserves the right to enter into negotiations with any of the respondents to this RFP. NCCC is not responsible for any costs incurred by the respondents in the preparation of their submissions.

3. Inquiries

Please direct any inquiries regarding this RFP to:

Name: Terri Seymour

Tel: 905/357.6222

[E-mail: tseymour@fallsconventions.com](mailto:tseymour@fallsconventions.com)

Appendix A – Form of Contract

SERVICE PROVIDER AGREEMENT

THIS AGREEMENT made as of the “**date**”

BETWEEN:

NIAGARA CONVENTION AND CIVIC CENTRE INC., incorporated under the laws of the Province of Ontario and having its head office at 6380 Fallsview Blvd. Suite 202, Niagara Falls Ont. L2G 7Y6

(hereinafter referred to as “NCCC”)

OF THE FIRST PART,

- and -

“**Name and address**”

(hereinafter referred to as the "Service Provider")

OF THE SECOND PART,

WHEREAS NCCC is desirous of engaging the Service Provider as an independent contractor to provide "Audio Visual Services", as well as related services (the "Services") to NCCC at NCCC premises located at 6380 Fallsview Blvd. Suite 202, Niagara Falls Ont. L2G 7Y6 (the "Premises") in accordance with the terms and conditions hereinafter set out;

AND WHEREAS the Service Provider has agreed to such engagement in accordance with the terms and conditions hereinafter set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the respective covenants and Agreements of the parties contained herein, the sum of one dollar paid by each party hereto to each of the other parties hereto and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of the parties hereto) it is agreed as follows:

ARTICLE ONE - APPOINTMENT OF SERVICE PROVIDER AND TERM

1.1 Representation and Warranty. The Service Provider represents and warrants to NCCC that it has and shall continue to have the facilities, personnel, experience and expertise to provide to NCCC the Services hereinafter set forth in a competent and efficient manner.

1.2 Appointment. In reliance on the foregoing representation and warranty NCCC hereby appoints and retains the Service Provider as a provider of the Services and to perform all duties incidental thereto referred to herein subject to instructions which the Service Provider may from time to time be given by NCCC and subject to the terms and conditions hereinafter contained. Niagara Convention and Civic Centre – RFP for Audio Visual Services, August 2009 Page 11

The nature of the Services and certain additional rights to which the Service Provider is entitled are more particularly described in Schedule "A" to this Agreement, being substantially similar to the provisions of the request for proposal previously provided to the Service Provider.

1.3 Capacity of Service Provider. It is acknowledged by the parties hereto that the Service Provider is being engaged by NCCC in the capacity of an independent contractor and not as an employee, or in any other way as a representative of NCCC. NCCC and the Service Provider acknowledge and agree that this Agreement shall not be construed so as to constitute the Service Provider as either a partner or joint venture of NCCC.

1.4 Effective Date and Term. The term of this Agreement shall commence and become effective upon the date first above written and shall continue for a term of five (5) years or until earlier terminated by either party pursuant to the terms of this Agreement. This Agreement shall be renewable for a further two (2) year period at the option of NCCC upon the giving of not less than ninety (90) days written notice by NCCC to the Service Provider, subject to such revised terms and conditions as are agreed upon between the parties. In the event that the parties cannot agree on the terms and conditions for the renewal period within thirty (30) days from the giving of the notice, the exercise of the option by NCCC shall be deemed to be null and void and there shall be no further right to renew.

1.5 Post Termination. The Service Provider shall within fifteen (15) days after the date of termination, render a final accounting to NCCC and pay over to NCCC any balance in any account remaining at the credit of NCCC. The Service Provider shall immediately surrender to NCCC all files, records, contracts and information which may be requested by NCCC and which are pertinent to the continuing operation and management of the Premises. The Service Provider will be responsible for paying to NCCC after the expiry of the term or any renewals hereof all fees and commissions relating to business contracted by the Service Provider prior to the termination of this Agreement.

1.6 Costs or Damages. No costs or damages shall be payable to or by either party as a result of the termination or non-renewal of this Agreement other than costs and damages arising out of a breach of this Agreement.

ARTICLE TWO - RESPONSIBILITIES OF THE SERVICE PROVIDER

2.1 Service Provider Responsibilities. The Service Provider agrees and NCCC authorizes the Service Provider to act as a supplier of the Services at the Premises during the term of this Agreement, and any renewals thereof in accordance with Schedule "A" attached hereto, and to act in a faithful, diligent and honest manner in accordance with this Agreement and the instructions NCCC may provide from time to time.

ARTICLE THREE - PAYMENT OF EXPENSES

3.1 Expenses. The Service Provider shall be responsible for all costs and expenses incurred in

providing the Services agreed on in this Agreement.

ARTICLE FOUR - LICENCES, PERMITS AND TAXES

4.1 *Licences, Permits and Taxes.* The Service Provider will at all times secure and maintain, at its sole cost and expense, all licences and permits required by all governmental or non-governmental authorities in connection with the Services. The Service Provider will be responsible for and will remit all value added, goods and services and sales taxes eligible in connection with the Services or the fulfillment of its obligations under this Agreement, in accordance with the relevant legislation.

ARTICLE FIVE - ACCOUNTING

5.1 *Account Statement.* The Service Provider shall provide to the NCCC, within ten (10) Business Days after each month end during the Agreement, as well as after the expiration or termination thereof, a written statement (The “Account Statement”) signed and certified as true and correct by a senior officer of the Service Provider satisfactory to the NCCC, setting out at a minimum the following information for the preceding month then ended:

- (a) a list of all NCCC Events for which Services were provided by the Service Provider;
- (b) the amount of gross receipts received or earned by the Service Provider from such Services;
- (c) the Fees in respect thereof which the NCCC is entitled to receive from the Service Provider;
- (d) the Fees actually paid by the Service Provider to the NCCC; and
- (e) when applicable, a breakdown of revenue by discounted rates, including a comparison of the actual listed rate to the discounted rate.

5.2 *Audited Statement.* The Service Provider shall provide to the NCCC, within ninety (90) days of the end of each year during the Term, as well as within ninety (90) days of the expiry or termination of the Agreement, a statement setting out the information required to be set out in the Account Statement audited by a Canadian chartered accountant approved by the NCCC in writing in advance. This Section 5.2 shall survive the termination or expiry of the Agreement.

5.3 *Audit Right.* The NCCC shall, upon not less than two (2) Business Days written notice to the Service Provider, be entitled to audit the books, records and accounts of the Service Provider which are relevant to or maintained in respect of the Service Provider’s obligations and activities under this Agreement or to have such an audit completed by an independent third party auditor selected by the NCCC for the purpose of verifying the

information contained in the Account Statement (the “Audit”). The NCCC or the third party auditor, as the case may be, shall be permitted to enter the Service Provider’s office, or such other place where the relevant books, records and accounts are maintained, from time to time to audit and inspect same during normal business hours.

- 5.4 *Understated Amounts.*** If the Audit should reveal that any payments to the NCCC have been understated, then the Service Provider shall immediately pay to the NCCC the amount understated upon demand, together with interest from the date such amount was due until paid, at the rate of fifteen percent (15%) per annum. If the Audit discloses any such understatement in the Account Statement of five percent (5%) or more, the Service Provider shall, in addition to repayment of monies owed with interest, reimburse the NCCC for any and all costs and expenses connected with the NCCC’s inspection and audit. The foregoing remedies shall be in addition to any other remedies the NCCC may have.

ARTICLE SIX - INSURANCE

- 6.1 *Insurance.*** The Service Provider will procure the following insurance policies (“Insurance”) with a duly licensed insurance carrier of sound financial condition approved by the NCCC in advance:

- (f) comprehensive general liability insurance with limits of (i) \$10,000,000 for each person; (ii) \$10,000,000 for each occurrence of personal injury, sickness or death; (iii) \$5,000,000 in respect of property damage; and (iv) \$10,000,000 for each claim arising out of negligence, carelessness, or other cause arising out of the Services.
- (g) Employer’s liability insurance of not less than \$10,000,000; and
- (h) All risks contractor’s equipment insurance covering the Service Provider’s Equipment.

- 6.2 *Liability Endorsement.*** The Service Provider agrees that the Insurance will contain a contractual liability endorsement to include the terms of this Agreement and shall be endorsed to provide the NCCC with not less than fifteen (15) Business Days prior written notice of any cancellation, change or amendment to the Insurance.

- 6.3 *Additional Insured.*** The Service Provider agrees that the NCCC will be named as an additional insured in the Insurance.

- 6.4 *Evidence of Insurance.*** The Service Provider agrees that it will provide the NCCC with a certificate of the Insurance as evidence of such Insurance being in full force and effect. The Service Provider further agrees that certificates of Insurance will be provided to the NCCC: (a) within five (5) Business Days of the NCCC’s written request; and (b) within fifteen (15) Business Days of each renewal date of the Insurance.

ARTICLE SEVEN - COMPENSATION

7.1 *Services Fee.* For the Services to be rendered by the Service Provider pursuant to the terms of this Agreement, the Service Provider shall pay to the NCCC a fee (the "Services Fee") determined in accordance with Schedule "B" hereto.

ARTICLE EIGHT - SERVICE PROVIDER'S LIABILITY

8.1 *Service Provider's Liability.* The Service Provider shall be liable to NCCC for any error in judgment or any damage, loss, injury or liability caused by the negligence (whether an act of omission or commission) of the Service Provider or those for whom it is in law responsible.

ARTICLE NINE - INDEMNITIES

9.1 *By Service Provider.* Notwithstanding the termination or expiration of this Agreement, the Service Provider agrees at all times to indemnify NCCC against any action, cause of action, suit, damage, debt, cost, expense, claim or demand whatsoever at law or in equity, arising or by reason of any action taken by the Service Provider outside the scope of its authority hereunder or by reason of a wrongful or negligent act or omission of any nature whatsoever (whether or not such wrongful or negligent act or omission constitutes negligence, a breach of contract, a tort, or a criminal offence) of the Service Provider.

ARTICLE TEN - ASSIGNMENT

10.1 *Assignment of Agreement by Service Provider.* The Service Provider shall not assign or otherwise alienate its interest in this Agreement, or delegate its duties hereunder without the consent of NCCC, which consent may arbitrarily be withheld; provided however that the Service Provider may, with the prior consent of NCCC, which consent shall not unreasonably be withheld or delayed, assign this Agreement to an affiliate or other entity in respect of which NCCC is satisfied that the senior management is substantially the same as the senior management of the Service Provider prior to such assignment and NCCC, acting reasonably, is satisfied that the quality of the service to be provided under this Agreement will not be detrimentally affected following such assignment. Where a proposed assignment or alienation has been consented to or is permitted hereby, no such assignment or alienation shall be effective unless and until the proposed assignee executes a counterpart of this Agreement and annexes thereto a memorandum acknowledging that it is bound by the terms and conditions hereof and covenants to comply herewith.

10.2 *Deemed Assignment by Service Provider.* If after the date of execution of this Agreement, the shares of the Service Provider or of a corporation which controls the Service Provider are transferred by sale, assignment, bequest, inheritance, operation of law or other disposition, or issued by subscription or allotment, or cancelled or redeemed, so as to result in a change in the effective voting or other control of the Service Provider by the person or persons holding control on the date of execution of this Agreement, the Service Provider will notify NCCC of the change which will be considered to be an assignment of the Agreement to which Section 10.1 applies. The Service Provider will make available to NCCC or its lawful representative, all necessary information as may be requested by the NCCC, of the Service Provider and any corporation which controls it for inspection at all reasonable times

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to ascertain whether there has been a change of control.

- 10.3 Assignment of Agreement by NCCC.** NCCC may assign this Agreement without the consent of the Service Provider provided that NCCC is not then in default under this Agreement, and provided that the assignee executes a counterpart of this Agreement and annexes thereto a memorandum acknowledging that it is bound by the terms and conditions hereof and covenants to comply herewith.

ARTICLE ELEVEN - TERMINATION

- 11.1 Termination:** The NCCC shall have the exclusive right to terminate this Agreement;

- (a) if the Service Provider is, in the reasonable judgement of NCCC in default of any of the terms of this Agreement, other than with respect to the payment of any amounts due by the Service Provider pursuant to this Agreement, and has failed to remedy such default within fourteen (14) days of receipt of written notice of such default;
- (b) if the Service Provider shall fail, for any reason whatsoever, to make any payment due by it pursuant to this Agreement when the same is due to be paid hereunder and such default shall continue after NCCC has given the Service Provider not less than five (5) days written notice thereof;
- (c) if any of NCCC's policies of insurance on the Centre or any part or contents thereof shall be actually or threatened to be cancelled or adversely changed as a result of any actions by the Service Provider;
- (d) in the event of
 - (i) the filing by or against the Service Provider of a petition in bankruptcy or a petition for the reorganization, liquidation, dissolution, winding up or composition or readjustment of debts of the Service Provider under any federal or provincial law, which is not contested by the Service Provider or which, if contested, is not discharged within thirty (30) days of filing;
 - (ii) the assignment for the benefit of creditors or the assignment or proposal or commencement of a voluntary case under any bankruptcy statute (as now or hereafter in effect);
 - (iii) the suspension, dismissal or transfer to another entity of all or a substantial part of the Service Provider's property, or the seeking of an arrangement or compromise with the creditors of the Service Provider under any statute or otherwise;
 - (iv) the appointment of a receiver, custodian, liquidator, trustee or

similar official for the Service Provider or over any of its property;

- (v) the statement of the Service Provider that it is unable to pay its debts as they fall due;
- (vi) the commission of an act of bankruptcy or commission or omission to do any other corporate act in furtherance of any of the foregoing; or
- (vii) NCCC receiving a significant number of complaints by the Customers regarding the Services being performed by the Service Provider provided that NCCC agrees to notify the Service Provider of all complaints which it receives.

ARTICLE TWELVE - GENERAL CONTRACT PROVISIONS

12.1 Notices. Any notice, communication, payment or demand required or permitted to be given or made hereunder shall be sufficiently given or made for all purposes if delivered personally to the party or to an officer of the party to whom the same is directed or if sent by ordinary first class mail within Canada, postage prepaid or if transmitted by telecommunications facility, at the addresses as set forth below, namely:

if to NCCC:

Niagara Convention and Civic Centre
6380 Fallsview Blvd. Suite 202,
Niagara Falls Ontario
L2G

Attention: Terri Seymour

if to the Service Provider: “” Insert name””

or at such other address as may be given by such person to the other parties hereto in writing from time to time.

All such Notices shall be deemed to have been received when delivered or transmitted, or, if mailed, 48 hours after 12:01 a.m. on the day following the day of the mailing thereof. If any Notice shall have been mailed and if regular mail service shall be interrupted by strikes or other irregularities, such Notice shall be deemed to have been received 48 hours after 12:01 a.m. on the day following the resumption of normal mail service, provided that during the period that regular mail service shall be interrupted all Notices shall be given by personal delivery or by facsimile transmission.

12.2 Additional Considerations. The parties shall sign such further and other documents, cause such meetings to be held, resolutions passed and by-laws enacted, exercise their vote and influence, do and perform and cause to be done and performed such further and other acts and things as may be necessary or desirable in order to give full effect to this agreement and every part thereof.

12.3 Counterparts. This agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall be but one and the same instrument.

12.4 Time of the Essence. Time shall be of the essence of this agreement and of every part hereof and no extension or variation of this agreement shall operate as a waiver of this provision.

12.5 Entire Agreement. This agreement constitutes the entire agreement between the parties with respect to all of the matters herein and its execution has not been induced by, nor do any of the parties rely upon or regard as material, any representations or writings whatever not incorporated herein and made a part hereof and may not be amended or modified in any respect except by written instrument signed by the parties hereto. The Schedules referred to herein are incorporated herein by reference and form part of the agreement.

12.6 Enurement. This agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

12.7 Currency. Unless otherwise provided for herein, all monetary amounts referred to herein shall refer to the lawful money of Canada.

12.8 Headings for Convenience Only. The division of this agreement into articles and sections is for convenience of reference only and shall not affect the interpretation or construction of this agreement.

12.9 Governing Law. 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 and each of the parties hereto agrees irrevocably to conform to the non-exclusive jurisdiction of the Courts of such Province.

12.10 Gender. In this Agreement, words importing the singular number shall include the plural and vice versa, and words importing the use of any gender shall include the masculine, feminine and neuter genders and the word "person" shall include an individual, a trust, a partnership, a body corporate, an association or other incorporated or unincorporated organization or entity.

12.11 Calculation of Time. When calculating the period of time within which or following which any act is to be done or step taken pursuant to this Agreement, the date which is the reference date in calculating such period shall be excluded. If the last day of such period is not a Business Day, then the time period in question shall end on the first

business day following such non-business day.

12.12 Legislation References. Any references in this Agreement to any law, by-law, rule, regulation, order or act of any government, governmental body or other regulatory body shall be construed as a reference thereto as amended or re-enacted from time to time or as a reference to any successor thereto.

12.13 Severability. If any Article, Section or any portion of any Section of this Agreement is determined to be unenforceable or invalid for any reason whatsoever that unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of this Agreement and such unenforceable or invalid Article, Section or portion thereof shall be severed from the remainder of this agreement.

12.14 Transmission by Facsimile. The parties hereto agree that this Agreement may be transmitted by facsimile or such other similar device and that the reproduction of signatures by facsimile or such similar device will be treated as binding as if originals and each party hereto undertakes to provide each and every other party hereto with a copy of the Agreement bearing original signatures forthwith upon demand.

ARTICLE THIRTEEN - CONFIDENTIALITY

13.1 Confidentiality

The amounts of all fees and commissions payable hereunder are to be considered strictly confidential by the parties.

IN WITNESS WHEREOF the parties have duly executed this Service Provider Agreement as of the date first written above.

Niagara Convention and Civic Centre

Per: _____ C/S
Name: _____
Title: _____

Per: _____ C/S
Name: _____
Title: _____

“Service Provider”

Per: _____ C/S
Name: _____
Title: _____

Per: _____ C/S
Name: _____
Title: _____

Schedule “A”

The scope of work in accordance with this Agreement is defined herein. The following services are being provided:

The contractor will provide a full range of Audio Visual, and related services for Customers in connection with the Centre in accordance with the Agreement.

In all cases, NCCC shall recognize the Service Provider as the official service provider of those services identified above.

Service Providers should be aware that any extension of services to clients that is beyond the scope of work described herein will also be subject to additional compensation arrangements to be paid to NCCC, on a basis that is similar to base services provided under the Contract. Compensation arrangements must be agreed upon prior to the offering of such service.

Should there be an overlap of services which have been appointed to other NCCC official providers; these services must be mutually agreed upon prior to signing an agreement.

The Service Provider shall be prepared to supply Services for all meetings, conferences, conventions, trade and consumer shows, banquets, special events, exhibits, or other events of any kind to be held in NCCC. Service standards are to be first class and consistent with those enforced internally by NCCC and as would befit a world class Convention Centre facility. The Service Provider shall provide the properly qualified personnel in sufficient quantities to meet those first class standards. These personnel shall be responsible for the marketing, sales, pre event coordination, and on site service provision. Due to the multiple events that occur within NCCC at any given day and time, the Service Provider shall be prepared to simultaneously properly service separate events and multiple clients.

A minimum of one individual Manager, with experience in delivering these Services in the Convention, Trade, and Consumer Show Markets, be provided to directly oversee service delivery. Also, given the size and complexity of some of the events, the Service Provider shall also ensure that additional management personnel that are required, be equally qualified and available when and if required by the client and/or NCCC. Furthermore, the Service Provider shall provide an appropriate number of designated representatives to attend coordination meetings to discuss with clients the delivery of these Services.

A manager shall be on call at all times during NCCC office hours and at all other times when an event is taking place in the building.

The Service Provider is to provide fully-qualified personnel as may be required, for the setup, support, and removal of these Services. The Service Provider is also to provide all equipment and forms necessary to meet the service delivery requirements of NCCC and its clients.

The NCCC retains the right to request the immediate removal of any of the Service Provider's staff from the facility, at any time, where the Service Provider's staff is found not conforming to the NCCC's requirements or regulations.

The Service Provider shall ensure that all staff is properly outfitted in uniforms consistent with the NCCC Standard of Conduct.

The Service Provider will be required to meet directly with clients of NCCC or confirm arrangements as obtained through NCCC coordinators.

The Service Provider shall make available the opportunity to order services through the NCCC website should the planner desire.

The Service Provider and NCCC will, in the spirit of cooperation, refer any sales leads or contacts emanating from its business to the other party.

The Service Provider shall supply the necessary service order forms and operating procedures to ensure that the clients' expectations are clearly established and met.

The necessary service orders shall clearly identify staff and equipment required to deliver the Services, the hours of service coverage, along with any other equipment or other services required by the client. The associated costs to all applicable services and/or equipment shall also be clearly established within the Service Providers order form.

The Service Provider shall prepare each service order within a reasonable time period to allow the client sufficient time to review and confirm the details of same or have the order amended as the client may deem necessary.

The Service Provider shall use energy efficient equipment and practice sustainable methods of operating even in their administrative systems.

The Service Provider shall provide a marketing plan which demonstrates how they will assist the NCCC in the marketing of the facility. The Service Provider shall be prepared to meet with the NCCC's Sales and Marketing Department to create a marketing and promotion strategy to ensure the successful Service Provider's products and services are presented to clients and prospects in a manner acceptable to the NCCC. Follow-up meetings are required to confirm progress against the plan.

The Service Provider and its staff shall abide by the rules and regulations established by NCCC, acting reasonably and with care to protect NCCC against any harm, negative reputation and liability whatsoever. Failure to do so could constitute default of contractual commitments and could result in termination. NCCC code of conduct is attached as **Appendix "A"** and may be subject to change, as required.

The NCCC is proud to offer our clients a broader range of services through our various recognized service providers. Both the exclusive and official service providers offer exceptional services and a commitment to high quality products.

For clarity, audio visual services, simultaneous translation services, and computer rental services specifically excludes the following:

- housekeeping services (provided exclusively by NCCC)
- catering services (provided exclusively by NCCC)
- telecommunications services (provided exclusively by NCCC)
- show decoration services - (provider yet to be identified)
- customs, and small parcel services (provider yet to be identified)
- coatcheck services - (provider yet to be identified)
- electrical and mechanical show services (provider yet to be identified)
- production staging services (provider yet to be identified)
- security services – (provider yet to be identified)
- first aid services – (provider yet to be identified)

APPENDIX “A”

Service Provider’s Code of Conduct

Employees of the Service Provider shall at all times conduct themselves in a manner that enhances the Niagara Convention Centre’s reputation as a world class facility that offers exceptional value and service to its clients.

More specifically, the following procedures must be adhered to:

- All Service Provider personnel must wear photo I.D. badges. NCCC will supply photo I.D. badges to a limited number of personnel who will be stationed on a full time basis within the facility. Attached to NCCC badges only are the privileges of discounted employee parking. All other Service Provider personnel shall wear photo I.D. badges supplied by the Service Provider.
- NCCC badges must be returned immediately upon a change in Service Provider personnel.
- Loss of badge requiring replacement will result in an administrative charge of \$25.00 per badge.
- Floor staff shall be attired in the uniform of the Service Provider.
- NCCC is a smoke-free facility.
- The Service Provider’s employees may use designated elevators to move personnel and materials with the permission of the Building Manager. The Service Provider will be responsible for any damages caused by such use and shall pay NCCC for repairs within 30 days of receipt of invoice and reasonable, appropriate supporting documentation, such invoice to include a 15% mark up for administration by NCCC staff.
- Similarly any damage to the facility caused by the Service Provider’s employees and/or equipment will be repaired by NCCC and will be charged to the Service Provider. Payment must be made within 30 days from receipt of invoice and reasonable, appropriate supporting documentation, such invoice to include a 15% mark up for administration by NCCC staff.
- Service Providers shall abide by all rules outlined in the Policy and Procedure Manual that renters are issued.
- All safety procedures required by law or by NCCC must be complied with.

The Service Provider’s Code of Conduct is subject to change, as required.

Schedule "B"

NCCC will provide the Service Provider with one unfurnished office in the facility. There is a rental fee for the office and storage space and further information will be provided during the interview process. Rental fees are payable in equal monthly installments for each year, payable on the 10th day of the month following the start of the Service Agreement, including the 10th day following the month in which this Agreement terminates.

Service Provider acknowledges that if it requires the offices to be cleaned on a regular basis it will be required to pay an extra charge to be agreed upon between the parties, and the Service Provider will pay any and all expenses related to the maintaining of the offices including, but not limited to, telephones, supplies and all applicable taxes related thereto.

Service Provider is expected to propose a per annum payment to be allocated to marketing expenditures for NCCC related events, to be agreed upon between the parties. In addition, Service Provider will propose per annum payment, due on the first day of the term and the anniversary thereof in each year for advertising signage.

Fees and Commissions

Service Provider agrees as follows:

1. Upon execution of this agreement the Service Provider shall pay the Owner a licensing fee of \$XXX. In the event that the Agreement is cancelled for any reason whatsoever prior to the expiration of the Term specified above, the Owner shall repay to the Service Provider the proportion of the licensing fee based on the number of months remaining in the Term following of the date of termination divided by 36.

In the event the Agreement is cancelled during the Extended Term prior to the expiration thereof, the Owner shall repay the Service Provider the proportion of licensing fee for the Extended Term based on the number of months remaining in the Extended Term following the date of termination divided by 24.

Provided that the Owner may set off against the foregoing reimbursement any amounts due and owing under the Agreement and the schedules attached thereto by the Service Provider as of the date of termination.

2. In addition to the license fee, the Service Provider will pay to the Owner a commission of XX% of the gross revenue billed from all Services, regardless of discounts given to clients, unless provided Gratis for use by the NCCC marketing department. Gross revenues will include equipment, labour, and other services billed to the customer, net of applicable taxes.

3. Commission and rental payments to be remitted to the NCCC by the 10th day of the month following the start of the Service Agreement and monthly thereafter on the 10th day, including the month in which this service agreement terminates.
4. The Service Provider will provide complimentary equipment to the NCCC for its own, in-house, non-revenue producing use, providing such equipment is available when booked. Any labour charges or out-of-pocket expenses incurred in the provision of this equipment will be reimbursed, subject to prior approval by the NCCC management.