



Mail: P.O. Box 500, Station "A", Toronto, Ontario M5W 1E6  
 Courier: 205 Wellington St. W., Suite 7C304, Toronto, Ontario M5V 3G7

July 14, 2016

Dear public screening organizer,

We are delighted that **City of Burlington/Burlington Downtown Business Association** ("**you**", "**your**") has/have chosen to host a public exhibition of CBC's broadcast of "The Tragically Hip: A National Celebration" (the "**Broadcast**") in your community, at **Spencer Smith Park**, between 8:30pm and 11:30pm EDT on August 20<sup>th</sup>, 2016 ("**Your Screening**").

It's important to the CBC and to The Tragically Hip (the "**Band**") that the Broadcast be widely disseminated to as many Canadians as possible, on a non-commercial basis, and free of all advertising. So, thank you for playing a part in helping CBC and the Band accomplish that. Because of these principles we cannot agree to any arrangements that involve commercial sponsors or do not otherwise comply with the conditions set out in this letter. So, CBC would be pleased to confirm its permission for you to exhibit the live Broadcast at Your Screening as long as you agree to abide by the following conditions:

1. **It's about the fans, not the money.** No fee of any kind may be charged for admission to Your Screening.
2. **Let's keep Your Screening free of advertising.** Third party branding or commercial sponsors of any kind may not be associated with, or displayed at, Your Screening (including in any promotional materials).
3. **Let's be clear that this is NOT an Olympic Games event.** The Broadcast is taking place during the Rio Olympic Games but do not use the words "Olympics", "Olympic Games", "Rio" or "Rio 2016" or any name, logo, brand, or marks of the Olympic Games in connection with the Your Screening and/or its promotion. CBC has a deal with the International Olympic Committee ("IOC") and the IOC is very strict about the use of any of its trademarks.
4. **What can you do with the Broadcast?** The permissions granted to you include only the right to live stream the Broadcast on public screens at Your Screening and does not include any other rights such as the rights to any re-use or, for clarity, any rights to the Band's music that is not contained within the Broadcast ("**Uncleared Music**"). Also, the Broadcast may not be altered in any way.
5. **Help us implement clear and consistent communications about the Broadcast.** On all promotional materials for Your Screening:
  - a. Refer to the event as "CBC and The Tragically Hip present 'The Tragically Hip: A National Celebration'";
  - b. Include a CBC logo (attached as Schedule "A");
  - c. Do not mention the words "final" or "last" in any material associated with Your Screening including on any printed or digital promotional material. We are aiming for a spirit of celebration for the Broadcast and that is important to the Band;
  - d. You may not use the names, likeness or images of the Band or its members without prior written approval from CBC. All requests for approval should be submitted to Lisa Clarkson, Executive Director, Business & Rights by email to [lisa.clarkson@cbc.ca](mailto:lisa.clarkson@cbc.ca);
6. **Let's ensure we're all protected against the unexpected.** If you anticipate that 40 or more people will attend Your Screening, you shall at your sole cost and expense, carry and maintain comprehensive general liability insurance and contractual insurance against any claims, demands, lawsuits, proceedings, losses, damages,

debts, obligations and liabilities of any nature whatsoever (including attorneys' fees, costs, expenses, judgements for all types of monetary relief, fines, penalties and any amounts paid in settlement) ("**Claim**" or "**Claims**") arising from your or your representatives' or invitees' acts or omissions in connection with Your Screening, or occurring during your occupation of the Location(s) where Your Screening is held, regardless of when a Claim is made and whether or not any such Claim is groundless, false or fraudulent. Such general liability and contractual insurance shall have a limit of at least \$5,000,000 with respect to any one Claim, including bodily injury, personal injury, property damage, and advertising injury. Such insurance policy shall name CBC and the Band and all their officers, directors, members, partners, employees and agents, as "**Additional Insureds**" and shall fully and expressly protect and indemnify the Additional Insureds from and against any Claim. Not less than 10 days prior to the date of Your Screening, you shall provide to CBC and the Band a standard Certificate of Insurance evidencing the insurance described above. CBC's or the Band's failure to take action in the event of your failure to deliver a certificate of insurance shall in no way diminish or affect your obligations hereunder.

7. **This is Your Screening.** You shall be solely responsible for all aspects of Your Screening, including complying with all applicable local, provincial and federal laws, obtaining necessary permits and licenses, securing third-party clearances, obtaining the feed of the Broadcast and for all costs associated with Your Screening, including any music rights costs (such as Socan or ReSound royalties or for licensing any Uncleared Music) and any technical costs. Also, the risk and liability of any damage to the Location(s) or attendees where Your Screening is held shall be solely borne by you. You agree to indemnify and save CBC and the Band harmless from and against any and all claims, demands, liability, loss, costs, expenses or damages howsoever caused, including, but not limited to breach of the provisions of this Agreement or by reason of any injury (whether bodily, property or personal) sustained by any person or to any person or to property by reason of your or your representatives', acts, neglect, default or omission. This Agreement is governed by the law of the Province of Ontario and the federal laws of Canada applicable therein. You submit to the exclusive jurisdiction of the courts of Ontario.

To confirm your agreement, kindly sign in the appropriate space below and return a fully signed copy to us by e-mail.

On behalf of CBC, I would like to thank you and your team for all the work that went into organizing Your Screening. We wish you the very best in your celebration of this important Canadian moment.

Best regards,  
CBC, Business & Rights

Agreed and acknowledged as of **July 19, 2016, 2016**

**CITY OF BURLINGTON**

**Signature:** \_\_\_\_\_  
**Name:** Councillor Marianne Meed Ward  
**Title:** City Councillor  
**Address:** 426 Brant St, Burlington, ON L7R 3Z6  
**Tel.:** 905-335-7600 ext. 7588  
**Email:** Marianne.MeedWard@burlington.ca

**BURLINGTON DOWNTOWN BUSINESS ASSOCIATION**

**Signature:** \_\_\_\_\_  
**Name:** Brian Dean  
**Title:** Executive Director, BDDBA  
**Address:** 414 Locust Street, Suite 202  
**Tel.:** 905-333-9868 ext. 1  
**Email:** brian@burlingtondowntown.ca

I/we have the authority to bind the Corporation.

Schedule "A"

Approved logos

