



*2030 Commonwealth  
Games Bid Request For  
Proposals*

Sports & Venues

Due: January 31, 2022

October 15, 2021

**ALL  
IN**



# BACKGROUND



## Background

The Commonwealth Games Federation (CGF) is the global franchise holder for the Commonwealth sport movement, including the Commonwealth Games, and is responsible for delivering the Vision of the Commonwealth sports movement and the direction of the Commonwealth Games (CWGs). Commonwealth Sport Canada (CSC) is a Founding Member of the CGF and is responsible for the growth and development of the Commonwealth sport movement in Canada. Hamilton100 Bid Committee is CSC's Candidate to bid for the 2030 Commonwealth Games.

Presently Hamilton100 is developing a strong & innovative 2030 Commonwealth Games Hosting Proposal, garnering public and governments' support & commitments, and if awarded the Games, has along planning & delivery "runway" to community build, inspire a nation and advance the global Commonwealth Sport Movement.

# SPORTS & VENUES PROPOSAL GUIDELINES



## Applicant

The “Applicant” can be a local, provincial or national sport governing body, together with a municipal or private sector Venue Owner(s). Conversely, a municipality and/or private sector Venue Owner, together with a local, provincial or national sport governing body(s) can also be an Applicant

### The “Applicant” must submit:

- proposed sport(s), discipline(s) and event(s), including para events,
- projected number of athletes competing (men, women and para)
- projected number of competition days,
- a commitment to equality (i.e. equal number medalling events for both men & women)
- national and/or international experience staging the proposed sport(s) at the proposed venue(s) in the last 10 years

## Sports

Recently CGF revised the list of eligible sports in the Commonwealth Games, offering more flexibility and encouraging innovative co-hosting across multiple cities/regions.

Accordingly, Hamilton100 is accepting proposals from the following sports to potentially be on the 2030 Commonwealth Games program: Archery (Recurve), Athletics (including para), Badminton, Basketball (3x3, including para), Boxing, Cycling (Road and/or Track (including para) and/or Mountain Bike), Cricket, Diving, Field Hockey, Gymnastics (Artistic and/or Rhythmic), Judo, Lacrosse, Lawn Bowls (including para), Rugby Sevens, Rowing, Squash, Swimming (including para), Table Tennis (including para), Triathlon (including para), Weightlifting (including para), Wrestling (Freestyle) and Volleyball (Beach).





## Venues

Eligible sport competition venues are those located within the geographical boundaries of the Regions of: Brant, Durham, Hamilton-Wentworth, Haldimand, Halton, Niagara, Oro-Medonte, Peel, Toronto, Waterloo and York.

Venue planning guidelines for eligible sports on the 2030 Commonwealth Games program are attached. The Hamilton100 Bid Committee reserves the right to work with Proposal submitters in developing the requirements for the Games.

For an existing proposed venue for the 2030 CWGs, the Applicant must submit:

- proposed venue(s) location, general description and site plan, including;
  - number of fields of play (training & competition),
  - permanent and temporary spectator capacities,
  - spectator and venue user accessibility standards, and
  - operational footprint (interior and exterior).
- validation the proposed venue(s) meets the sport(s) technical requirements of the International Federation (IF) technical requirements including; field of play, warm up spaces, back of house spaces, Games family and hospitality requirements, spectator plaza, and
- a signed **Hamilton 2030 Commonwealth Games Bid MOU (Version: Sports & Venues Applicant)**, (see Appendix).

If a proposed venue for the 2030 CWGs is not built yet, or is to undergo a major renovation(s), the Applicant must also submit:

- a description on how the proposed new venue(s) fit into the future needs of the sport and the community,
- the process and timelines of land acquisition and any legal requirements and expected date of building completion,
- an Environmental Impact Study confirming no environmental issues required to be addressed (i.e. contaminated land requiring remediation, no protected areas adversely impacted by the venue and natural habitats for flora or fauna are not impacted adversely by the venue and natural habitats for flora or fauna are not impacted,
- a validated capital budget and proof of financing,
- the ownership and management structure,
- a commitment and description of a community social development\* project, with an estimated annual budget and source of funds, for a minimum of 20 years, and
- high-level post games venue utilization strategy, operating costs and revenues (strategy for subsidization of any operating loss, if applicable) and an environment sustainability plan for the operational phase.

Sports & Venues Proposals must accurately reflect the current situation and in a realistic manner. For all venues the Applicant must outline how the facility integrates within the surrounding context and contributes to meaningfully improve the wellbeing of the community.

## Sustainability & Wellbeing

The Vision for the 2030 Games is to foster a movement that can immediately and meaningfully improve the wellbeing of communities and add to the global effort to promote sustainable forms of development. Improving the overall livability of our communities is a shared responsibility. The Games are an opportunity to help facilitate and realize current regional social, environmental, transportation and housing goals.

We define Community Wellbeing as “the combination of social, economic, environmental, cultural and political conditions identified by individuals and their communities as essential for them to flourish and fulfill their potential” – as per the Community Wellbeing Framework by the Conference Board of Canada (2018).

While the venues – either new or existing – will play an active role through the Games, their most pivotal role will be their ongoing contribution to the community and it’s context, pre- and post-games.

Applicants should consider how their proposals contribute to the surrounding context and community. Submissions should explore municipal and community-based initiatives that can be aligned with or be supported through the implementation of their initiative.

Applicants should outline how the commitment to community wellbeing and sustainability will be supported and achieved through their participation.



# SUBMISSION PROCESS



## Submission Process

Submit an e-copy in PDF format of the Sports & Venues Proposal(s) to Hamilton100 at: [hamilton2030games@gmail.com](mailto:hamilton2030games@gmail.com), by **5 pm EST, December 17, 2021**. Sports & Venues Proposals received after the deadline will not be accepted.

For additional information and answers to questions please contact:

**Greg Maychak** ([maychak.greg@gmail.com](mailto:maychak.greg@gmail.com) / 905-536-1100 cell), or

**Brian MacPherson** ([brian@commonwealthsport.ca](mailto:brian@commonwealthsport.ca) / 613-795-5155 cell).

All representations, statements and other commitments contained in the Hosting Plan are legally binding. Hamilton100 reserves the right to seek clarification.

# APPENDIX

# 2030 Commonwealth Games - Venues Planning Guidelines

Eligible Sports (Athlete Estimate)	CGF Venue Requirements: Competition	CGF Venue Requirements: Training
Athletics * (944 athletes)	<ul style="list-style-type: none"> <li>40,000 seats</li> <li>Final warm-up area; 80m, 6 lanes track adjacent</li> </ul>	<ul style="list-style-type: none"> <li>Warm-up area: 4 lane, 400m track (with an identical surface to competition track),</li> <li>throwing area (a natural grass area of 136mx70m). close</li> <li>proximity to field-of-play (FOP)</li> </ul>
Archery (100 athletes)	<ul style="list-style-type: none"> <li>2,500 seats</li> <li>70m lane x 2 (finals)</li> <li>150m field (prelims)</li> </ul>	N/A
Badminton (144 athletes)	<ul style="list-style-type: none"> <li>2,500 seats</li> <li>70m lane x 2 (finals)</li> <li>150m field (prelims)</li> </ul>	<ul style="list-style-type: none"> <li>2 courts, near to competition venue</li> </ul>
Basketball (3x3) (96 athletes / 80 para athletes) Team Sport	<ul style="list-style-type: none"> <li>5,000 seats</li> </ul>	N/A
Boxing (206 athletes)	<ul style="list-style-type: none"> <li>3,000 seats</li> <li>1 ring</li> </ul>	<ul style="list-style-type: none"> <li>4 X 25m sq. warm up areas, near to competition venue</li> </ul>
Cricket (M & W) (300 athletes) Team Sport	<ul style="list-style-type: none"> <li>New games sport - Venue requirements TBD</li> </ul>	TBD
Cycling Mountain Bike (50 athletes)	<ul style="list-style-type: none"> <li>1,000 seats at the Start/Finish</li> <li>4.5-6km course</li> </ul>	N/A
Cycling – Road / Time Trials (211 athletes)	<ul style="list-style-type: none"> <li>1,000 seats at the Start/Finish</li> <li>12km loop</li> <li>minimum of 2 climbing sections at opposite ends of the course</li> <li>TT - 40km (Men) and 30km (Women). A single loop</li> </ul>	<ul style="list-style-type: none"> <li>A length of road of approximately 800m is required before the Start line for warm-up.</li> </ul>
Cycling Track (incl Para) (135 athletes)	<ul style="list-style-type: none"> <li>4,000 seats</li> <li>250m Indoor Track</li> </ul>	N/A
Diving (50 athletes)	<ul style="list-style-type: none"> <li>2,500 seats</li> <li>One 25m x 25m pool; 1 each of 5m/7.5m/10m platforms, 3x3m &amp; 2x1m springboards</li> </ul>	N/A
Gymnastics – Artistic (96 athletes)	<ul style="list-style-type: none"> <li>7,500 seats</li> <li>Ceiling ht min 12m</li> </ul>	<ul style="list-style-type: none"> <li>2 x 40m x 20m areas near to competition venue.</li> </ul>
Gymnastics – Rhythmic (25 athletes)	<ul style="list-style-type: none"> <li>3,000 seats</li> </ul>	N/A
Field Hockey (360 athletes) Team sport	<ul style="list-style-type: none"> <li>5,000 seats</li> <li>2 competition pitches, oriented North-South</li> </ul>	N/A
Judo (158 athletes)	<ul style="list-style-type: none"> <li>2,500 seats</li> <li>2 mats</li> </ul>	<ul style="list-style-type: none"> <li>open area of 400m<sup>2</sup> near to competition venue</li> </ul>

Eligible Sports (Athlete Estimate)	CGF Venue Requirements: Competition	CGF Venue Requirements: Training
Lawn Bowls * (246 athletes)	<ul style="list-style-type: none"> <li>2,500 seats, majority at Main Green</li> <li>Min. 5 competition greens</li> </ul>	<ul style="list-style-type: none"> <li>N/A use competition greens</li> </ul>
Rugby7s (m/w) (288 athletes) Team sport	<ul style="list-style-type: none"> <li>10,000 seats</li> </ul>	N/A
Squash (100 athletes)	<ul style="list-style-type: none"> <li>2,500 seats around Show Court, + 500 seats at other courts</li> <li>1 Show Court (Singles and Doubles) + 4 Doubles Courts and 6 Singles Courts.</li> </ul>	<ul style="list-style-type: none"> <li>open area for stretching. near to competition venue</li> </ul>
Swimming * (373 athletes)	<ul style="list-style-type: none"> <li>5,000 seats</li> <li>50m pool 8 lanes</li> </ul>	<ul style="list-style-type: none"> <li>50m pool 6 lanes</li> <li>Adjacent to competition pool</li> </ul>
Table Tennis (182 athletes / 16 para athletes)	<ul style="list-style-type: none"> <li>2,500 seats</li> <li>2 Show Courts + 8 Match courts</li> </ul>	<ul style="list-style-type: none"> <li>10 warm up courts near to competition venue</li> </ul>
Triathlon (58 athletes / 15 para athletes)	<ul style="list-style-type: none"> <li>2,000 seats at transition zone</li> <li>1500m swim, 300m required to the first turn, with a max 8 turns</li> <li>40km cycling, 6-8 laps, min. width 5m, min.1 hill gradient of 8% +</li> <li>10km cycling, 3-4 laps, min. width 3m, min.1 hill gradient of 8 - 10%</li> </ul>	N/A
Volleyball – Beach (64 athletes)	<ul style="list-style-type: none"> <li>5,000 seats</li> </ul>	N/A
Weightlifting * (215 athletes)	<ul style="list-style-type: none"> <li>2,500 seats</li> <li>1 stage area</li> </ul>	<ul style="list-style-type: none"> <li>min. 12 platforms of 3m x 3m, near to competition venue</li> </ul>
Wrestling (120 athletes)	<ul style="list-style-type: none"> <li>2,500 seats</li> <li>3 mats</li> </ul>	<ul style="list-style-type: none"> <li>Min. 6 warm-up mats, near to competition venue</li> </ul>

## Notes:

- Spectator seating requirements can be revised, with empirical evidence, to fit the local conditions
- Gender Parity (equal number of Men's & Women's events) must be factored in.
- The word "Commonwealth" is incorporated in the name of at least one major facility that is built or renovated for the Games and the naming rights remain in perpetuity. The facility must also be branded with the Commonwealth Games Canada logo.



# Hamilton 2030 Commonwealth Games Bid Memorandum of Understanding (non-binding)

(Version: “Sports & Venues Applicant”)

## BETWEEN

**Hamilton100** (herein after referred to as the “Bidco”)

## AND

\_\_\_\_\_ (herein after referred to as the “Applicant”)

**WHEREAS** the Bidco and the Applicant work together towards securing the rights to host the 2030 Commonwealth Games,

**WHEREAS** the Bidco and the Applicant sets out a framework for the planning and delivery of the specific venue(s), services, and/or programs for a successful Commonwealth Games with lasting impacts and legacies,

**WHEREAS** in the event the 2030 Commonwealth Games are awarded to Canada, this MOU will be superseded by an Agreement between the Organizing Committee (OC) and the Applicant.

## Therefore, Bidco obligations are:

1. Offering the Applicant an opportunity to create a close association with the Bidco including, but not limited to:
  - a. Joint emblem/logo and phraseology “Participating City /Nation of the 2030 Commonwealth Games Bid” in accordance to CGF Constitution and Regulations,
  - b. Inclusion of Applicant promotional materials in Bidco promotional materials,
  - c. Inclusion of Applicant participation in Bidco events – domestically & internationally,
2. Offering the Applicant a position on the Bidco Committee;
3. Recognize Applicant as the intended location for the following 2030 Commonwealth Games sport(s):\_\_\_\_\_.
4. Recognize the Applicant as an intended participant in the following 2030 Commonwealth Games programs: **(select all applicable)**

Queen’s Baton Relay  
 Youth development programming  
 Volunteer development programming  
 Indigenous Peoples & Nations recognition and development programming  
 Education / Schools programming  
 Cultural programming  
 Other: \_\_\_\_\_

## Therefore, Applicant obligations are:

1. **IF** the Applicant is an owner of an existing venue intended for a 2030 Commonwealth Games related activity (i.e. sport competition, live site, trade/tourism/investment event, etc.) then the Applicant agrees-in-principle to the 2030 Commonwealth Games Planning & Delivery - **Venue Operations Requirements** (attached).
2. **IF** the Applicant is an owner for a to be built, or will undergo major upgrade(s), venue(s) intended for a 2030 Commonwealth Games related activity (i.e. sport competition, live site, trade/tourism/investment event, etc.) and expect funds from the OC then the Applicant agrees-in-principle to *2030 Commonwealth Games Planning & Delivery - Venue Design & Build Requirements* (attached)
3. Confirm no major public or private event, conference, or other meeting which could have an impact on the successful planning, organising, financing, and staging of the Games or their public and media exposure, will take place during the Games, or during the preceding and following week of the Games.
4. As one of Canada’s fundamental values, linguistic duality Canadians expect linguistic duality to be prominent at major events held in this country, and visitors want to enjoy the experience. All Bid related activities are conducted in both Canada’s official languages and applicable Indigenous Peoples language(s). Also, agree-in-principle the same for games planning & delivery activities. This includes but not limited to: signage and displays, backgrounders and promotional materials, websites and social media communications and information transmitted verbally or visually during an event.
5. Make a cash and/or budget relief VIK contribution of approximately \$\_\_\_\_\_ to the OC for the planning and delivery of the 2030 Commonwealth Games.

**Should Canada be awarded the hosting rights for the 2030 Commonwealth Games this MOU will serve as the basis for, and be superseded, by an Agreement with the Games Organizing Committee.**

<b>Venue Owner</b>	<b>Hamilton100</b>	<b>Sport Organization</b>
Signed:	Signed:	Signed:
Name:	Name:	Name:
Position:	Position:	Position:
Date:	Date:	Date:



# Hamilton 2030 Commonwealth Games Planning & Delivery Venue Operational Requirements

## HEADS OF TERMS

in relation to the proposed use of:

[Insert Venue Name] as an official venue of the Commonwealth Games [2030]

- Background:** This document sets out the principal terms on which it has been agreed that the Venue Owner (defined below) will make its Venue(s) available to [Organizing Committee] (“the OC”) as one of the venues to be used for the purposes of hosting the 2030 Commonwealth Games (“the Games”).

<b>A. PARTIES</b>	[ORGANIZING COMMITTEE]. [VENUE OWNER]
<b>B. VENUES</b>	[NAME], comprising the following parts (as more specifically shown edged in [red] on the attached plan at Appendix 1 (Venue Plan)): <ol style="list-style-type: none"> <li>[List Main parts]</li> </ol> <p>The Venue as defined shall not include the following areas (as shown [shaded red] on the attached plan at Appendix 2 (Phased Venue Plan))</p> <ol style="list-style-type: none"> <li>[List Main parts]</li> </ol> <p>which shall remain within the control of the Venue Owner (or, where relevant, the then current lessee) during the Exclusive Use Period (as defined below).</p>
<b>C. VENUE HIRE FEE</b>	<ol style="list-style-type: none"> <li>The Venue Hire Fee is a fixed amount of [<b>\$1, receipt of which by the Venue Owner is hereby acknowledged</b>] OR [Insert Amount] This Venue Hire Fee covers the entire Exclusive Use Period of [Insert Date] to [Insert Date] (inclusive) (the “Exclusive Use Period”).</li> </ol> <p>The Venue Hire Fee is inclusive of:</p> <ol style="list-style-type: none"> <li>the exclusive use of all parts of the Venue and all plant, machinery, equipment, technology, facilities and advertising space inside the Venue, by the OC during the Exclusive Use Period; and</li> <li>such other costs as are expressly set out as being included within the Venue Hire Fee in these Heads of Terms; and</li> <li>the non-exclusive use of the Venue by the OC before and after the Exclusive Use Period (with the prior written approval of the Venue Owner, such approval not to be unreasonably withheld) to enable the OC to undertake (or to arrange for a third party to undertake on its behalf) to undertake Games-related operations, such as phased works and alterations, reinstatement works, inspections, staff and volunteer training, test events, verification of seating manifests, planning visits and for the installation, testing and removal of temporary equipment, technology, signage, advertising and Games “look and feel”.</li> </ol> <ol style="list-style-type: none"> <li>FOR VENUES WITH A NOMINAL VENUE HIRE FEE] – The OC shall reimburse the Venue Owner on a revenue foregone basis (as calculated below) in respect of the following “Revenue Generating Parts”:         <ol style="list-style-type: none"> <li>[list these, e.g. X car park]</li> <li></li> </ol> <p>but solely to the extent that such Revenue Generating Parts will be unavailable or otherwise non-revenue generating as a result of the use of the such Revenue Generating Parts by the OC during the Exclusive Use Period.</p> </li> </ol>

	<p>Revenue foregone shall be calculated by reference to the revenue generated by each Revenue Generating Part of the Venue during the period which is equivalent to the Exclusive Use Period in the calendar year immediately preceding the Exclusive Use Period (the “Reference Period”), as reasonably demonstrated by the Venue Owner on an open-book basis. Any revenue which is actually generated by the Venue Owner in relation to any Revenue Generating Part of the Venue during the Exclusive Use Period (whether as a result of such Revenue Generating Part having been released to the Venue Owner pursuant to an Exclusive Use Exception or otherwise) shall be deducted from the total sum of revenue foregone which is due from the OC to the Venue Owner. Where required by the OC, the Venue Owner shall provide such reasonable additional supporting information as may be requested by the OC or a third-party auditor acting on its behalf to verify the revenue foregone figures submitted by the Venue Owner in respect of the Reference Period.]</p> <ol style="list-style-type: none"> <li>In the event that the OC requests that the Venue Owner incurs (or procures that a third party incurs) additional costs associated with the hosting of the Games (either during the Exclusive Use Period or at such other times as the parties may agree), such expenses shall be charged to the OC at cost (with the OC reimbursing the Venue Owner for all relevant, direct costs which have been reasonably and properly incurred by it, as demonstrated on an open-book basis), provided that all such expenditure has been pre-agreed with the OC in advance of having been incurred by or on behalf of the Venue Owner.</li> </ol>
<b>D. EXCLUSIVE USE PERIOD</b>	<p>The Exclusive Use Period [Insert Date] to [Insert Date] (inclusive) - comprising a period of [Insert Number] days before the commencement of the Games and [Insert Number] days after the conclusion of the Games.</p> <p>Subject to the Exclusive Use Exceptions, the Venue Owner shall make the Venue(s) available for the exclusive and unrestricted use by the OC throughout the Exclusive Use Period in connection with the staging of the Games including, but not limited to, the exclusive right for the OC:</p> <ol style="list-style-type: none"> <li>to use the Venue(s) for staging the sports competitions, test events and Games-related operations;</li> <li>to erect and install temporary equipment, alterations, signage, advertising and Games “look and feel”;</li> <li>to use the existing facilities in connection with the delivery of the Games;</li> <li>to disable any existing technology infrastructure at the Venue(s) (in consultation with the Venue Owner’s facilities manager) in the event that such infrastructure is causing interference with the technology of the OC;</li> <li>to remove or cover up any branding at the Venue(s) (at the cost of the Venue Owner)</li> <li>to determine all conditions of accreditation and access to the Venue(s);</li> <li>to be the exclusive distributor of tickets for all sporting and other events relating to the Games at the Venue(s);</li> <li>to provide any and all hospitality, catering and entertainment at the Venue(s);</li> <li>to determine all product lines supplied and sold at the Venue(s) (including public bar sales, hospitality, merchandise etc. [<b>the OC shall cover the reasonable and properly incurred direct costs (excluding any mark up or profit) of those products which cannot be used and which cease to be resaleable by the Venue Owner as a result of other competing products being, supplied and sold at the Venue(s) during the Exclusive Use Period provided that the Venue Owner has mitigated its loss and in so far as such products are unable to be resold or used elsewhere;</b>])</li> <li>to arrange, conduct or permit photography, broadcasts and audio or audio-visual recordings of the sporting or other events taking place at the Venue(s); and</li> <li>any other rights necessary for the staging of the Games at the Venue(s).</li> </ol>

<b>E. EXTENT OF THE VENUE FOR USE BY [INSERT OC NAME]</b>	<b>[Subject to the Exclusive Use Exceptions below]</b> , the OC shall have at all times during the Exclusive Use Period, the exclusive right to use all the parts of the Venue(s) as shown on the attached plan (including any plant, machinery, equipment (such as scoreboards, videoboards and big screens)), facilities (such as the Wi-Fi network) advertising space and associated car parking therein.
<b>F. VENUE COMPENSATION</b>	The Venue Hire Fee is inclusive of the OC's use of all parts of the Venue(s) (subject to the Exclusive Use Exceptions) and includes , the closure of any retail units or third-party tenanted areas or other business operations inside or forming part of the Venue(s) during the Exclusive Use Period.
<b>G. [EXCLUSIVE USE EXCEPTIONS]</b>	<p><b>[The following exclusions are expressly carved-out of the extent of the OC exclusive use of the Venue during the Exclusive Use Period:</b></p> <p>i. <b>[Insert any parts out which are to be excluded from the Exclusive Use Period, e.g. the use by the Venue Owner of staff offices within the Venue for a period within the Exclusive Use Period]</b></p> <p><b>The use of any of the excluded parts by any third party during the Exclusive Use Period shall be subject to the prior written approval of the OC, including approval as to the identity of the proposed user and the proposed use of the facilities during any such period of third-party use. In particular, the OC shall not approve the use of any excluded parts during the [X Period] or by any third party whose interests would compete with or otherwise be detrimental to those of the OC, the CGF (Commonwealth Games Federation), CGFP (Commonwealth Games Federation Partnerships) and/or any official Games Sponsor]</b></p>
<b>H. CLEAN VENUE REQUIREMENTS</b>	<p>The field of play, seating bowl, and all other parts of the Venue(s) as required by the Commonwealth Games Federation ("CGF") to be clean, shall be provided by the Venue Owner clean of any commercial branding during the Exclusive Use Period.</p> <p>The Venue Owner shall be solely liable for all costs which are associated with the removal/covering up of any commercial branding in the Venue(s), as well as any external branding to the extent that such external commercial branding:</p> <p>i. comes within the area shown by the red line on the attached plan at Appendix 1 (Venue Plan) irrespective of whether such commercial branding has been placed there by the Venue Owner, a third-party tenant or otherwise; and</p> <p>ii. comes into existence after the date of these Heads of Terms (branding in existence as at the date of these Heads of Terms is specified in Appendix 2 (Existing External Branding))</p>
<b>I. UTILITIES AND OTHER OVERHEADS</b>	<p>The cost of all utilities (including general heating, lighting and air-conditioning, including supply and connection) is included in the Venue Hire Fee. All taxes, business rates, insurance premiums, operating licence fees and other all other costs and/or overheads in connection with the operation of the Venue(s) (whether incurred during the Exclusive Use Period or otherwise) are included in the Venue Hire Fee. The Venue Owner shall not subject the OC or the CGF to any taxes or parking charges at the Venue(s).</p> <p><b>OR [For Venues for which the Venue Hire Fee is Nominal]</b></p> <p><b>[the OC shall be responsible for any additional utilities costs which are incurred at the Venue as a result of the OC's use of the Venue and which are over and above the normal business-as-usual utilities costs incurred by the Venue Owner, (as evidenced on the meter-readings which are recorded on the detailed takeover / hand back manifest). To the extent that any such costs are charged directly to the Venue Owner then it shall charge these back to the OC at cost without any associated management or administration fee].</b></p>

<b>J. REPAIR AND MAINTENANCE</b>	<p>The Venue Owner shall (at no additional cost to the the OC, i.e. as part of the Venue Hire Fee) inspect, maintain and repair the Venue(s) (including all facilities therein) from the date of commencement of the Venue Use Agreement onwards (including carrying out all routine planned and preventative maintenance) to ensure that, at all times during the Exclusive Use Period, the Venue(s) and all facilities therein are structurally sound and free of material defects, in good working order and maintained to at least the same high quality and standard to which it is / they are being maintained as at the date of these Heads of Terms and that, as at the commencement of the Exclusive Use Period that the Venue(s) is/are in a clean and tidy condition and of a generally satisfactory standard. The Venue Owner shall not carry out any non essential repairs or maintenance to the Venue(s) during the Exclusive Use Period without the prior written approval of the OC.</p> <p>Venue repair and maintenance costs during the Exclusive Use Period are included in the Venue Hire Fee unless caused by the act or omission of the OC, its nominees and their personnel.</p>
<b>K. OVERLAY</b>	<p>The OC shall have the right to procure and carry out (or ask the Venue Owner to procure and carry out) the installation and subsequent reinstatement of such temporary overlay and other works as may be required by the OC. Such works may be undertaken outside the Exclusive Use Period provided that they do not materially adversely affect the ongoing business of the Venue(s).</p> <p>To the extent that any such works are carried out by the Venue Owner, the incremental costs incurred by the Venue Owner in respect of such works which do not form part of the included Services shall be charged to the OC at cost without any management fee chargeable by the Venue Owner.</p>
<b>L. SERVICES</b>	The Venue Owner and the OC will discuss the extent to which the Venue Owner is able to provide any services and facilities to the Organiser in relation to the Venue at no incremental cost to the Venue Owner and, where it is able to do so, the Venue Owner will provide such services and facilities to the OC at no additional cost.
<b>M. VENUE STAFFING</b>	<p>The Venue Hire Fee is inclusive of the use by the OC of the following personnel at no additional cost:</p> <p>i. <b>[The Venue/ Site Manager];</b></p> <p>ii. <b>[Insert Job Title] and</b></p> <p>iii. all personnel otherwise normally engaged in connection with the operation of the Venue(s) and/or the staging of events at the Venue(s) of a similar scale to the Games</p> <p>To the extent that additional personnel are required to facilitate the staging of any Games event at the Venue during the Exclusive Use Period then the OC shall be responsible for the provision and cost of such personnel.</p>
<b>N. STAFF TRAINING</b>	<p>If required by the OC, the Venue Owner will provide, at no additional cost to the OC, that the Venue Owner's permanent staff (including stewarding and security personnel) who will be working at the Venue(s) during the Games shall be suitably trained by the OC, (with the details of such training to be agreed between the parties in advance) and the Venue Owner shall provide the OC with the use of a suitable room at the Venue for the provision of the relevant training. <b>[Training of temporary staff shall be paid for by the OC.]</b></p> <p>In addition, the Venue Owner shall arrange for all of its permanent and temporary staff who require accreditation for the Games to attend such venue/location as required at times to be specified by the OC to obtain their accreditation at no additional cost to the the OC.</p>

<b>O. COMMERCIAL RIGHTS</b>	<p>The OC and CGFP (as appropriate) shall have the right (at no additional cost):</p> <ul style="list-style-type: none"> <li>• to manage and sell tickets and hospitality in relation to the Games at the Venue and to retain all proceeds from the same;</li> <li>• to manage and sell hospitality spaces/ rooms and specialty seats in relation to the Games for the Venue(s);</li> <li>• to arrange, conduct or permit commercial and non-commercial photography, broadcasts and audio or audio-visual recordings in connection with the Games at the Venue(s) and to sell broadcast and other multi-media rights in relation to the Games being held at the Venue;</li> <li>• to determine all product lines supplied and sold at the Venue(s) during the Exclusive Use Period (e.g. beer);</li> <li>• to determine all conditions of access to the Venue(s) during the Exclusive Use Period;</li> <li>• to have exclusive use of all indoor and outdoor signage at the Venue(s), as well as signage adjacent thereto and under the control of the Venue Owner;</li> <li>• to sell sponsorship in relation to the Games being held at the Venue(s);</li> <li>• to brand the Venue during the Exclusive Use Period;</li> <li>• to have exclusive control of all Venue naming rights and signage, including but not limited to the right to re-brand or cover existing signage. In the event that the name of the Venue is associated with a commercial brand, the OC may give the Venue(s) an alternative non-branded name for the purposes of the promotion of the Games;</li> <li>• to use and reproduce the Venue(s') name and logo and Venue(s') scenes and images (including architectural features and aerial photographs) in any form of audio, visual, audio/visual or electronic or digital or Internet coverage, promotion or publicity in connection with the Games (including match programmes and any official Games video game); and</li> <li>• to require the Venue(s) to be provided during the Exclusive Use Period free from any rights or activities or occupiers or incumbents (including leases, reserved seating arrangements, supply and merchandising agreements, hospitality agreements and/or any food, beverage and catering agreements).</li> </ul>
<b>P. EXCLUSIVE USE OF SPONSOR PRODUCTS</b>	<p>The Venue Owner agrees that the OC and CGFP shall have the right to exclusively use products and services of Games' sponsors at the Venue(s) (and to re-brand existing products and services, to the extent necessary to respect the exclusive rights granted to Games' sponsors) including, but not limited to, the following product categories:</p> <ul style="list-style-type: none"> <li>i. payment systems (including but not limited to credit card acceptance, automated teller machines (ATMs) and telephone payment systems) in relation to all sales occurring at the Venue(s) related to the Games;</li> <li>ii. non-alcoholic and alcoholic beverages;</li> <li>iii. audio-visual equipment including but not limited to video boards and speakers; and</li> <li>iv. timing, scoring and in-venue results equipment including but not limited to scoreboards.</li> </ul>

<b>Q. RETAILING AND CONCESSIONS</b>	<p>The Venue Owner grants the OC and CGFP the right to:</p> <ul style="list-style-type: none"> <li>i. be the sole and exclusive manager and operator of merchandise retail outlets/units and food and beverage concessions at the Venue(s);</li> <li>ii. trade from any merchandise selling points or shops located in the Venue(s) (and the Venue Owner is responsible, at the OC's cost, for removing and storing any existing stock and removing/covering up any commercial branding inside such points/shop or procuring that this is done);</li> <li>iii. sell Games merchandise at retail outlets and food/beverage concessions services, facilities and outlets at the Venue(s);</li> <li>iv. access all merchandise retail outlets as well as food and beverage concessions in the Venue(s) including in the public common areas inside the Venue(s); and</li> <li>v. use staff of its choice and dress such staff in uniforms of its choice to operate the merchandise retail outlets and food/beverage concessions.</li> </ul>
<b>R. HOSPITALITY AND CATERING</b>	<p>The OC and CGFP shall have the exclusive right during the Exclusive Use Period to provide all hospitality, catering and spectator and VIP entertainment in connection with the Games.</p> <p>The OC shall have the right to appoint its own caterer. However, the Venue Owner shall ensure that its incumbent caterer offers the OC equal or better rates in respect of catering as offered by the incumbent caterer to the Venue Owner on normal event days at the Venue(s).</p>
<b>S. NO MARKETING RIGHTS</b>	<p>The Venue Owner shall not, by virtue of these Heads of Terms or the execution of a Venue Use Agreement, acquire any right to use the Games marks or to associate itself with the Games (whether prior to, during or after the Games) and the Venue Use Agreement shall include the OC/CGFP standard 'no marketing rights' restrictions.</p>
<b>T. NO USE OF GAMES MARKS</b>	<p>The Venue Owner agrees that, at no time, shall it have the right to use any Games marks, symbols, terminology or derivatives thereof other than any official composite logo developed by the OC for Games venue owners.</p>
<b>U. BRAND PROTECTION AND ANTI-AMBUSH ASSISTANCE</b>	<p>Ambush Marketing is any activity, commercial or non-commercial undertaken by any person or entity which creates, implies or refers to a direct or indirect association of any kind with the Games, the OC or CGFP.</p> <p>The Venue Owner agrees to assist the OC and CGFP to prevent and combat attempts of ambush marketing by advertisers at the Venues (so far as is reasonably practicable). The OC will provide reasonable training and guidance to the Venue Owners and their staff on how to identify and deal-with ambush marketing, e.g. the type of activities which it would consider to constitute ambush marketing and how these may best be dealt with.</p> <p>The Venue Owner will also assist the OC and CGFP in procuring the compliance of all third-party tenants, employees or otherwise whose sites, offices, workplaces and/or facilities are located outside of the Venue (as defined) but within the External Branding Plan Area as shown by the red line on the plan at Appendix 2 (Phased Venue Plan) with the OC and the CGF's brand protection and anti-ambush marketing requirements.</p>
<b>V. ANNOUNCEMENTS</b>	<p>The Venue Owner shall not make any announcement in respect of the selection of the Venue(s) as an official venue of the Games or these Heads of Terms without the prior written consent of the OC.</p>



# 2030 Commonwealth Games Planning & Delivery Venue(s)

## Design Building Requirements

Terms & Conditions for a Venue Development Agreement for new/upgraded venue(s) owned by the Venue Owner for use in 2030 Commonwealth Games related activities are:

1. The Venue Owner:
  - a. identifies all investments in relation to planned new/upgrade venue(s) and provide guarantees from the relevant authorities, or private developers, for the financing of the venue. Also state the percentage of investments covered by each entity,
  - b. provides a guarantee from the relevant authority confirming the new venue(s) will not be in an environmentally protected area and complies with applicable environmental legislation,
  - c. takes appropriate measures to fully mitigate any unfavourable environmental or social impacts caused by the construction of (or other works on the venue(s)).
  - d. has due regard for the pre- and post-games use of the facility and how it contributes to meaningfully improving the wellbeing of the surrounding community.
  - e. provides a guarantee(s) from the competent authorities stating all venue(s) construction complies with:
    - i. local, regional and national regulations and acts, and
    - ii. international agreements and protocols ratified by the Canadian & Provincial Governments regarding planning, construction, protection of the environment, health and safety, labour, and anti-corruption laws.
  - f. oversees and manages activities necessary to prepare for venue(s) construction activities including but not limited to:
    - i. providing support to any necessary provincial and federal environmental assessments in accordance with applicable legislation,
    - ii. obtaining all applicable permits, licenses, agreements (including utility agreements) and approvals from federal, provincial, and municipal governmental and regulatory agencies including but not limited to those which are required to be obtained for the site plan approval, minor variances required and all required building permits and any zoning or use amendments,
    - iii. demolition activities, and
    - iv. servicing and enabling works.
  - g. acknowledges and agrees if remediation or related mitigation measures on the lands are required either before or during construction, the Venue Owner shall be responsible for any costs incurred directly attributable to such additional remediation and related mitigation measures, including but not limited to financial losses arising from delays to construction and other schedule impacts and any requirement for additional building design measures and equipment requirements,
  - h. develop a functional program for the venue design and build to the level required for procurement processes including meeting and incorporating all information and statutory requirements and all applicable international sport technical requirements, all of which is incorporated into the design and build documents,
  - i. engage users, the community, and Indigenous Peoples as appropriate, to ensure their input is reflected in design and build of the new/upgraded venue(s),
  - j. lead in developing or causing to be developed the drawings and specifications to support review and approval of the new/upgraded venue(s) by the OC and international sports federations,
  - k. provide all drawings to OC in AutoCAD format to support development of Games overlay,
  - l. lead in the provision of project management activities of the new/upgraded venue(s) construction work,
  - m. lead all design and build related procurement required for the new/upgraded venue(s) through Request for Qualifications/Proposals (“RFP”) processes, obtaining OC approval prior to issuing any procurement documents and prior to contracting with consultants or contractors and involving the OC as active members of the evaluation and selection process in all instances, including full participation in establishing the criteria for and approving the RFPs. All procurement shall be in accordance with approved open, fair and transparent contract competition procedures, in accordance with the OC’s purchasing policy, including Social Value provisions,
  - n. keeps the OC informed, at regular project update meetings, with respect to the status of design and build, and seek input from the OC to ensure the effective and efficient delivery of the new/upgraded venue(s)
  - o. provides the following reports and information to the OC:
    - i. monthly construction reports in a form and manner as directed by the OC, and
    - ii. financial information, records and documentation quarterly related to the new/upgraded venue(s) build construction in accordance with generally accepted accounting principles and in a manner that clearly distinguishes between “hard” and “soft” costs and the components thereof.
  - p. leads the day-to-day on-site contract management and administration, including change order management of the contractor and all consultants during construction to facilitate an on-time and on-budget delivery. This excludes contract management and administration for agreements with respect to work (including construction and demolition work) related to overlay for the Games,
  - q. employs best practices for project management, design and construction in order to support the efficient, effective delivery of the new/upgraded venue(s) in a manner that will meet or exceed the requirements and expectations of the OC;
  - r. be responsible for all insurance needs of the new/upgraded venue(s) design and build and the usual activities associated with the operation of the Venue and name the OC as an additional insured,
  - s. provide access to the OC and its designates who shall have full access and full disclosure rights during all phases of the new/upgraded venue(s) design and build,
  - t. enforce applicable provisions of the contract documents with consultants and contractors,
  - u. complete all the foregoing with due dispatch and within the timelines established by the OC to ensure that the new/upgraded venue is complete and ready in advance of the Games and in any event by no later than \_\_\_\_\_.
  - v. plan and deliver at least 1 (one) national or international level “test event” in the sport(s) staged in the new/upgrade venue(s) prior to the Games.
  - w. from the date of execution of an Agreement to and during the Games period, OC reserves the right to:
    - i. designate the name for the Venue,
    - ii. erect OC trademarks or branding signage for the Venue without limitation on the construction/venue site,
    - iii. any of the foregoing rights may be sublicensed to any OC sponsor OC and the Venue Owner will not enter nor permit anyone else to enter into any agreement or commitment with any Venue Owner that conflicts with such sponsors rights or interferes with or derogates from OC’s rights hereunder.
2. The OC:
  - a. can rename and re-brand the venue for Games use,
  - b. provides Games-related information on a timely basis to assist the Venue Owner with the timely venue design and build activities,
  - c. provides timely approvals, subject to rights and obligations under the MPA and HCC, when and as required to allow the timely design and build of the new/upgraded venue,
  - d. participate in the development, review, and approval of the design documents at designated intervals as they are being prepared for the Project to the level required for the Project procurement processes based on the approved delivery model, including meeting and incorporating all information, statutory and continuity of functional programming requirements,
  - e. subject to invoice approval and audit rights, contribute up to \_\_\_% of the Project Budget,
  - f. upon receipt of the required drawings and information, facilitate review and approval of the Venue by the international sports federations,
  - g. lead the development of Games overlay plans and its operational oversight for the Project including a traffic management plan,

- h. lead the development, negotiation, and execution of the Venue Use Agreement with venue owner,
  - i. be responsible for supplemental insurance needs at the test event(s) and Games events hosted at the Venue which supplemental insurance shall be in addition to insurance placed by venue owner and will name venue owner as an “additional insured”,
3. The OC and Venue Owner agree that time is of the essence for all aspects of the Project schedule and each Venue Owner shall use commercially reasonable measures to ensure that critical dates are met. To this end, the OC and Venue Owner acknowledge and agree that the Venue must be ready for pre-Games activities (including test events and training) by no later than \_\_\_\_\_. Critical dates and milestones will be further defined in the Facility Agreement.
4. The OC and Venue Owner acknowledge that the actual costs of completing the Project have not yet been determined but that they are estimated to be in the order of \$\_\_\_\_\_. The Venue Owner, in consultation with the OC, will prepare a budget for the Project (the “Budget”) which will include an appropriate contingency for unanticipated circumstances or cost overruns. Budget Allowable Costs and Excluded Costs shall generally be determined as follows
- a. Allowable Costs will include:
    - i. hard construction costs including direct and indirect costs attributable to the construction of the Project,
    - ii. on-site development costs as required by the site plan application process including, as applicable, costs related to archaeological assessment, storm water management report, traffic impact study, soil stability and geotechnical report, lighting study, Federal Environmental Assessment and hydro-geological study, and
    - iii. OC soft costs including advisor costs, and Project management fees
  - b. Excluded Costs will include:
    - i. offsite enabling works, if required,
    - ii. Venue Owner administrative and other soft costs,
    - iii. Remediation costs,
    - iv. pre-development studies costs, and
    - v. costs resulting from increases in scope which are requested and approved by the Venue Owner including because of enhancements to the functional program.
  - c. Project Funding:
    - i. Venue Owner’s capital contribution to the Project shall be \_\_\_\_\_ of the actual costs associated with the Project,
    - ii. OC’s capital contribution to the Project shall be \_\_\_\_\_ of the actual costs associated with the Project, and
    - iii. if there is a reduction in actual costs the OC’s and Venue Owner’s capital contributions corresponding contribution shall be reduced accordingly. Any such reduction in Project Budget shall result in change to the scope of the Project, as agreed by the Parties, to ensure the adequacy of the available funding to complete the Project.

5. Budget Management:
- a. it is the obligation of both the OC and Venue Owner to ensure that the expenditures will not exceed the amounts estimated and shown in the budget,
  - b. both OC and Venue Owner will monitor its expenditures diligently and will provide timely notice to the other of any potential over-runs,
  - c. both OC and Venue Owner will ensure that appropriate contingencies are incorporated into the Budget to provide funds in the event of any expenditure over-runs, and
  - d. if the costs associated with the proposals received from proponents under the RFP are more than the approved Project budget, the Parties agree to explore value engineering, mutually agreed upon scope reductions and other cost mitigations strategies to bring the Project within the capped amount described in Section 10.
6. OC may be required to disclose this Letter Agreement under the Freedom of Information and Protection of Privacy Act (“FIPPA”) or, alternatively, may choose to make voluntary disclosure by way of posting on its website. The Venue Owner expressly agrees to such disclosure.
7. The OC and the Venue Owner agree to develop joint strategies and work in cooperation to move communications priorities for the Project forward. A detailed communications protocol outlining roles and responsibilities will be further developed and agreed upon by the Parties.

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**Once the new/upgraded venue(s) is operational, and the OC takes over operational control all Terms & Conditions outlined in the 2030 Commonwealth Games Planning & Delivery - Venue Operational Requirements apply.**

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Men's Field Lacrosse World Championship -  
Photo by Canadian Lacrosse Association

### Contact Information

For additional information and answers to questions please contact:

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