

AGREEMENT

THIS AGREEMENT IS MADE WITH EFFECT AS OF THE ___ DAY OF FEBRUARY 2025 (THE “**EFFECTIVE DATE**”)

BETWEEN:

ABBOTSFORD ARENA LIMITED PARTNERSHIP

89 West Georgia St
Vancouver, BC
V6B 0N8

(hereinafter referred to as “**AALP**”)

AND:

IATSE 118

**International Alliance of Theatrical Stage Employees, Moving Picture Technicians,
Artists and Allied Crafts of the United States and Canada, Local No.118**

(hereinafter referred to as “**IATSE**”, and
together with AALP the “parties” and each a “party”)

1 - Purpose

- 1.1 AALP maintains, operates, and manages the facility known as Abbotsford Centre, located at 33800 King Road Abbotsford, BC. (“**Abbotsford Centre**”), which is home to the Abbotsford Canucks AHL hockey team.
- 1.2 Part of AALP’s other business outside of its hockey team is comprised of the rental of Abbotsford Centre to third parties (“**Organizers**”) for concerts, theatrical events, exhibitions and tradeshow (collectively “**Productions**”), and to third parties for religious conventions, community events or small production rentals (including by way of example only, high school and college graduations) that are put on by entities within the lower Mainland or Fraser Valley, small non-touring cultural shows, local shows or productions, cheerleading competitions, and in-house audio, video and houselights (“**Other Events**”).
- 1.3 AALP wishes to engage IATSE as the provider of workers for Productions (“**Production Labour**”, as hereinafter defined) to AALP in respect of Productions at Abbotsford Centre on the terms herein set forth.
- 1.4 AALP and IATSE agree to the rates payable by for Production Labour for those certain time periods, as set out in Schedule “B” hereto,
- 1.5 AALP and IATSE agree upon the retroactive payment for the period March 1, 2023 to respective date in the amount to be calculated according to Schedule “B” attached hereto (“**Settlement Payment**”), which payment IATSE will receive on behalf of and pay out to the workers, who were provided by IATSE during that subject period, as full

and final satisfaction of any and all amounts owed by AALP to IATSE to the respective date for the applicable rate periods.

2 - Production Labour

- 2.1 On request of Production Organizers and/or AALP, IATSE will provide workers for in labour categories ("**Production Labour**"), as are required by the Production Organizers, for each Production at Abbotsford Centre, as more particularly described in Schedule A.
- 2.2 AALP will deal with IATSE for Production Labour as provided in Section 2.1 with the following exceptions:
 - a) Productions where such services are to be provided by volunteers participating in the Production (provided always that volunteers are qualified to perform the duties assigned to them). Prior consultation between AALP and IATSE will be done;
 - b) Productions which utilize Organizer's tour production personnel to the extent available for the Production Labour, and IATSE may provide any additional Production Labour as needed or required, which is not otherwise provided by the Organizer;
 - c) Productions in respect of which Production Organizers or AALP purchases or rents equipment on a "supply and install" basis, in which case the services associated with such supply and installation may be provided by the supplier. Prior consultation between AALP and IATSE will be done; and
 - d) Any and all hockey, lacrosse, AALP or Canucks Sports & Entertainment and affiliate owned events as well as Other Events, as defined above. For example, hockey or sports games will use house-owned equipment or property and theatrical elements are not a major component of the event (e.g. a spotlight on players when introduced or when they score). Prior consultation will be done between AALP and IATSE.
- 2.3 All Production Labour shall meet the specifications of Production Organizers and requirements of AALP with respect to the scope of work, timing, and particular requirements associated with each Production.
- 2.4 IATSE will provide a shop steward to supervise its Production Labour ("**IATSE Representative**"). AALP or the Production may provide its own representative to liaise with the IATSE Representative.
- 2.5 If AALP designates a representative of the Production to coordinate with IATSE Representative, IATSE will comply with the AALP's representative's requirements as well. In the event of a conflict between AALP's specifications and the requirement of a Production representative, IATSE will immediately advise AALP and follow AALP instructions.
- 2.6 IATSE will notify AALP promptly upon first becoming aware of any damage to AALP building surfaces, infrastructure or equipment caused by the Production or Production Labour.

3 - Engagement Details

- 3.1 The time of call for each engagement hereunder shall always be at the discretion of AALP, having reference to the requirements of the Production and AALP's commitments. As soon as practicable prior to the time of call for each request for Production Labour, AALP shall advise IATSE of the Production Organizer's requirements and engagement details, consisting of following:
- a) the date and time of call;
 - b) the nature of services to be performed;
 - c) estimate or assessment (in consultation with IATSE) of the number of persons required; and
 - d) an estimate of the duration of the call.

Without limiting the generality of the foregoing, AALP will advise IATSE of the engagement details as soon as reasonable possible and AALP will use commercially reasonable efforts to do so at least seventy-two (72) hours prior to commencement of a call requiring up to twenty-five (25) individuals.

- 3.2 IATSE shall evaluate the engagement details and, if required, make comment back to AALP or the Production Organizers, as the case may be, and then provide an accurate estimate outlining the number and types of workers required, start time, estimated end time and pay rates for each position required on all calls. IATSE must be given a reasonable period of time to evaluate and prepare the estimate, and in turn, the Production Organizers must be given a reasonable period of time to evaluate the estimate after receipt.

4 - Cancellation of Engagement

- 4.1 Production Organizers and/or AALP shall be entitled to cancel a Production call by notifying IATSE of cancellation as soon as practicable, and in any event before **7pm** (being one hour prior to the closing of dispatch) of the evening prior to the Production. In the event such notice is not given to IATSE prior to that time then, unless IATSE consents to such cancellation in writing, AALP shall pay to IATSE a cancellation amount equal to the remuneration for a work call of four (4) hours, with the cancellation amount based on the rates determined by sections 7 and 8 for the respective work categories and personnel numbers cancelled from the call. The Parties acknowledge and agree that the foregoing cancellation amount shall not apply when such cancellation results from an Act of God, fire or national or local calamity, acts or regulations of any public authority, war, epidemic, storm, or inclement weather.

5 - Scheduling of Services

- 5.1 IATSE acknowledges and confirms that Production Labour is required to be provided at times and under circumstances necessary to permit the Productions to be performed at times to attract their intended audiences. IATSE's charges to AALP have been determined based on those requirements as part of the ordinary course of IATSE's business.

5.2 Unless a fixed fee for an engagement has been agreed in writing, AALP agrees to pay a fee to IATSE for the work performed for each engagement based on the hourly rates set forth in Schedule "A" and the following conditions:

- a) subject to subsection h) of this Section 5.2, services which commence between the hours of 8:00 a.m. and midnight shall be charged at the straight time rate, except where a particular person is required to work in excess of eight (8) hours, in which case AALP will be charged one and a half times the straight time rate for the next four (4) hours and twice the straight time rate for the balance of their services in the same work period, irrespective of whether that work period ends before or after midnight;
- b) if at the request of AALP the same person, working on the same Production, is required to work in excess of forty (40) hours at straight time in a work week then AALP will be charged one and a half times the straight time rate for each hour worked over the forty (40) hours;
- c) the end of each day shall be midnight and the end of each week shall be Sunday midnight, except where a call covers a continuous period of work that starts before midnight and ends after midnight in which case the end of the day shall be the end of that continuous period of work;
- d) services performed shall be calculated by the half-hour so that the fee for all services supplied shall be calculated on a full half-hour if any portion of a half-hour period is utilized. A five (5) minute grace period may be used for efficiency at the end of a call (load-in, performance, load-out). Such grace period shall not be scheduled nor automatic, nor is it intended for regular use;
- e) ten (10) minutes from the end of the performance is included as part of the performance call, for the purpose of undressing performers and hanging costumes. If the work exceeds ten (10) minutes, continuity hour(s) will be paid;
- f) subject to subsection h) of this Section 5.2, services which commence between the hours of midnight and 8:00 a.m. shall be charged at one and a half times the straight time rate until 8:00 am, and thereafter shall be charged at the straight time rate, except where a particular person is required to work in excess of eight (8) hours, in which case AALP will be charged one and a half times the straight time rate for the next four (4) hours and twice the straight time rate for the balance of their services in the same work period;
- g) there shall be no pyramiding of hours and/or premium rates for purposes of overtime calculations;
- h) all services will be charged on the basis of a minimum call of four (4) hours charged at the straight time rate under the conditions outlined in this section;
- i) AALP may require Production Labour on Designated Statutory Holidays (as defined below) during the Term. Such services shall be charged at two times the straight time rate for each hour up to the eighth hour and three times the straight time rate thereafter for hours worked on Designated Statutory Holidays. In this Agreement, "Designated Statutory Holidays" means:

New Year's Day, Family Day, Good Friday, Victoria Day, Canada Day, BC Day, Labour Day, National Day for Truth and Reconciliation, Thanksgiving Day, Remembrance Day, Christmas Day, Boxing Day; and

- j) At AALP's request, stage, production and rigging consultations will be provided by IATSE staff at no charge for straightforward approvals or for smaller shows. For a larger show or when a substantive review of the engineer's design is required, IATSE staff will charge for time expended on such review and consultation.

6 - Breaks

- 6.1 IATSE's designated supervisor of the Production Labour will be responsible for monitoring and ensuring that Production Labour takes its required breaks and meal breaks, and any and all other requirements to comply with this Agreement or at law, and having regard to the Production's or AALP's requirements.
- 6.2 All workers shall be entitled to a meal break for every maximum 5 hour work period. A meal break shall be determined as either; 1 hour unpaid time for which the worker can eat their meal (a meal does not have to be supplied on 1 hour meal breaks) OR 1 half-hour paid time for the worker to eat their meal (on meal breaks of 1 half-hour the worker will be supplied with a reasonably nutritious meal). Should workers be required to work through their "meal break" at five (5) hours, then Production Labour will be charged at one and a half times the prevailing rate for each hour worked until such time as the worker receives their "meal break". IATSE must make every effort to ensure that all workers receive their "meal break" at or before 5 hours of work have been performed by the worker. IATSE will advise the AALP representative and Organizer's representative as soon as it appears workers may be required to work beyond 5 hours without their "meal break".
- 6.3 Should a worker be given an unpaid break of 2 hours or more before returning to work on the same production on the same day, that worker shall be entitled to an additional 4 hour minimum call.
- 6.4 Each party will use best efforts to avoid recalling workers within a given eight (8) hour break between shifts. IATSE agrees to provide a different worker in such instances to avoid the same worker being recalled for worker safety reasons. However, the parties acknowledge that from time to time it may be required by a Production to have a worker recalled for the same Production within this break time. Any worker recalled for the same Production within the eight (8) hour shift break will be charged out at two times the straight time rate for the duration of the recall.

7 - Fee Schedule

- 7.1 For the purposes of calculating fees in accordance with the nature of each engagement, service function classifications and hourly rates are as set forth in Schedule "B".

8 - Payment of Fees

8.1 AALP will pay for Production engagements payable within thirty (30) days following the presentation of a detailed invoice for services rendered. All payments shall be made payable to:

IATSE
Attn: Accounts Payable

8.2 IATSE shall be responsible for calculating, invoicing and remitting GST (and any other applicable taxes) with respect to its Production Set-up Services rendered pursuant to this Agreement and agrees that AALP shall be required only to pay such amounts on account of GST as have been invoiced and that no adjustment thereto shall be required of AALP after AALP has settled its accounts with the Organizers of the Production.

8.3 IATSE shall be responsible for calculating, invoicing and remitting any and all payments for IATSE's benefits, pension and training funds, at the rates agreed to in Schedule "B" of this Agreement, and agrees that AALP shall be required only to pay such amounts as have been invoiced, and that no adjustment thereto shall be required of AALP after AALP has settled its accounts with the Organizers of the Production.

8.4 For certainty, IATSE will at all times have responsibility and liability for the remittance from payments made by AALP to IATSE, of all compensation to workers as well as the deduction and remittance to the applicable government or quasi-government authorities of all EI, CPP, WorkSafe and other equivalent or required deductions in respect of their compensation and work.

9 - Supervision and Assignment of Work by IATSE

9.1 On all work calls, IATSE Representative will direct the work of workers providing the Production Labour for the engagement.

9.2 On all engagements requiring fewer than ten (10) IATSE personnel, the IATSE Supervisor will be a working hand and charged for as a Supervisor. AALP acknowledges that from time to time IATSE'S Supervisor will be required to perform IATSE related administrative and other tasks outside the work being done at the time of the work call, provided that this does not negatively impact the Production. For clarity, if car loaders are included in the count, then the count shall be fourteen (14).

9.3 On work calls of ten (10) IATSE personnel or greater, the Supervisor will not be considered a working hand and will be charged separately in addition to the working hands. For clarity, if car loaders are included in the count, then the count shall be fourteen (14).

9.4 For the purposes of charges to AALP, each Production work call will be filled by IATSE in the manner described in Schedule "B".

9.5 To ensure cost-efficient and flexible services to each engagement, IATSE shall ensure that workers are never restricted from performing tasks in more than one department or area. In the case where a specific position is requested to be filled by AALP, IATSE will do so with a qualified person; at no time will that person be limited from

performing other tasks. If, to provide the required services, a worker changes positions to that of a different function at some point during a four hour work period as a result of the Production's failure to notify IATSE of its needs in advance, IATSE will be entitled to charge, in respect of such workers, the higher of the two fee rates for the greater of 4 hours or the time the workers are required to work at the function having the higher rate.

- 9.6 IATSE will use its best efforts to utilize consistent personnel at Abbotsford Centre in order to maximize safety and efficient operations.

10 - IATSE

- 10.1 IATSE shall at all times be responsible for the timely, effective and efficient performance of the Production Labour required for each engagement. Notwithstanding direction by AALP to IATSE'S Representative regarding matters relating to this Agreement, IATSE retains supervisory control over, and responsibility for, the provision of Production Labour and its workers, including but not limited to authority to hire, fire, discipline, promote, and demote IATSE workers.
- 10.2 If AALP has any issues relating to the performance of the services of the Production Labour, those issues must be addressed to IATSE's on-site Supervisor or Representative, or the IATSE office. IATSE agrees to promptly investigate any such issues and to implement such remedial action as IATSE considers appropriate in order to fulfill its obligations under this Agreement.

11 - Performance Standards and Worker Qualifications

- 11.1 IATSE shall perform its services to first class standards expeditiously and efficiently with a view to providing the highest level of service to AALP and the Productions.
- 11.2 IATSE acknowledges that:
- a) Workers handling electrical, lighting or audio-visual equipment are required to hold a Live Performance Electrical Certificate (LPEC). IATSE will maintain, at least, the minimum ratio required by LPEC requirements, namely 1 LPEC certified worker for every 2 uncertified workers. IATSE and AALP will work together to identify whether qualified workers holding a Full Entertainment (FE) or better certification, is required.
 - b) all workers filling the positions of Head Rigger or High Rigger are required to hold a minimum Basic Fall Protection Training Certificate that meets all requirements prescribed by law or WorkSafe BC guidelines in place from time to time.
- 11.3 IATSE shall ensure that its personnel shall conform to all rules, regulations and policies of AALP, including without limitation those respecting conduct, security and access while at Abbotsford Centre. IATSE is responsible to ensure that AALP is, at all times, reasonably satisfied that IATSE's workers are acting in compliance with AALP's rules and regulations. AALP shall have the right to require IATSE forthwith to remove any

IATSE personnel whose conduct is unsafe, hostile or abusive, and/or otherwise not acting in compliance with AALP's rules and regulations. IATSE shall replace such removed personnel with personnel acceptable to AALP acting reasonably. AALP shall provide and will promptly notify IATSE of any changes or amendments to its rules, regulations and policies.

- 11.4 Each party's personnel assigned to work on a Production shall at all times comply with all applicable federal, provincial, municipal and other laws, statutes, by-laws and regulations, including without limitation, electrical codes and health and safety rules and regulations.
- 11.5 IATSE Representative shall ensure that its workers at all times leave the area where they are performing services in a clean and tidy fashion to the same condition as existed at the commencement of IATSE'S activities in that area for the engagement.

12 - Safety

- 12.1 Safe working practices will be followed at all times. IATSE will not be required to work under unsafe conditions and shall not be required to work in any unsafe location without adequate safety equipment.
- 12.2 IATSE shall advise AALP of any unsafe or potentially hazardous acts, equipment and/or working conditions through its on-site IATSE Representative immediately upon becoming aware of the situation.
- 12.3 IATSE will be required to ensure its workers use all personal safety and protective equipment. (e.g. hard hats, steel-toed boots, safety harnesses, etc) as necessary for their labour.
- 12.4 IATSE will be responsible for ensuring that any and all workers providing Production Services have the required training necessary for the Production Labour Services. Where applicable, this includes all training required under applicable WorkSafe BC legislation, all general training such as health & safety orientations, all first aid and evacuation training as well as specific training such as lockout/tagout, fall protection and rescue.
- 12.5 All materials and equipment that are permanently affixed to the building structure will be the responsibility of AALP to inspect, maintain and repair/replace as necessary, in accordance with, and to the standard prescribed by, applicable legislation. This includes, but is not limited to, lifelines, anchors, beam and catwalk.
- 12.6 IATSE will be required to inspect, maintain and repair/replace all materials and equipment that is NOT permanently affixed to the building structure, in accordance with, and to the standards prescribed by, legislation. This includes, but is not limited to, the J.A.G. Rescue System, ropes, harnesses, lanyards, as well as the necessary rigging/hoisting equipment, which are provided by AALP and at AALP's cost. AALP will work with IATSE to provide appropriate time available to IATSE in order for IATSE to carry out such inspections, maintenance/repair and training activities. At the earliest opportunity, IATSE will report any deficiencies or safety concerns with the equipment provided by AALP or the Production Organizers.

For further clarity, the J.A.G. Rescue System will be maintained by AALP, and AALP will implement a “seal” system to indicate an inspected J.A.G. Rescue System. IATSE will report to AALP if the seal has been tampered with, and AALP will arrange for a reinspection prior to use.

13 - Insurance

- 13.1 Each of the parties shall carry throughout the Term comprehensive general liability insurance with appropriate limits as each determine in their sole discretion.
- 13.2 IATSE shall maintain and keep in good standing its registration with WorkSafe BC and pursuant to Section 8.4 above, IATSE will remit all WorkSafe BC premium costs and assessments relating to IATSE workers performing services hereunder.
- 13.3 IATSE shall be responsible for the care, custody, and control of its own equipment and property and that of its assigned workers while on AALP premises.

14 - Term and Termination

14.1 This Agreement shall be in effect for a period of six (6) years and five (5) months, commencing with effect as of the Effective Date through to and including June 30, 2029 (the “**Term**”) unless extended or earlier terminated pursuant to the terms hereof. Within four (4) months prior to the expiry of this Agreement, parties shall make themselves available to renegotiate a new agreement. Until such time as a new agreement has been reached all terms and conditions set forth shall remain in full effect.

14.2 The parties acknowledge that many Productions have limited periods of exhibition and inflexible timetables; and, further, that their economic viability may turn on the ability to exhibit on the precise time and date for a period of a few hours. Accordingly, notwithstanding any other provision of this Agreement, this Agreement will, at the option of the non-defaulting party exercised by notice to the other party in writing, terminate:

- a. upon the bankruptcy, insolvency, dissolution, liquidation, or winding-up of a party, or, any creditor of a party seizing that party's assets; and,
- b. upon thirty (30) days written notice by one party to the other for any breach of this contract by the other party, provided that if such breach has been corrected or the breaching party has undertaken correction of such breach, within ten (10) days of such notice, then the notice shall be deemed void.

14.3 In the event that for any reason IATSE fails to attend or AALP has good reason to believe it will fail to attend to provide Production Labour scheduled for an event, or IATSE informs AALP it will be unable to provide scheduled Production Labour, AALP shall be entitled to bring in its own labour services for that event in order to ensure the event takes place as scheduled and will not thereby be in breach of this agreement. AALP will make reasonable efforts, subject to such time constraints as may be present, to discuss the foregoing with IATSE prior to bringing in replacement services.

16 - Confidentiality and Conflict of Interest

- 16.1 **Confidentiality** - IATSE shall use its best efforts to not disclose any information, plans or designs to which IATSE may have access by virtue of its connection with AALP (unless such information, plans or designs are already publicly available or were disclosed to IATSE by a third party in a non-confidential capacity), or disclose information obtained by IATSE pursuant to its relationship with AALP, to any person not expressly authorized by AALP to receive such information, including promoters and event producers unless required to do so by law. IATSE shall use its best efforts to comply, and shall cause its workers, agents and employees to comply, with such directions as AALP may reasonably make to ensure the preservation and safeguarding or confidentiality of all such information, plans or designs, which directions may include, without restriction, the following:
- a) restrictions upon personnel to be permitted access to information, plans or designs;
 - b) restrictions upon time and place of access and method of reproduction, if any;
 - c) restrictions upon uses to which such information, plans or designs may be put by IATSE; and
 - d) imposition of other procedures to protect and safeguard confidentiality, both prior to and subsequent to the termination of this Agreement.

17 - General Provisions

- 17.1 **Communications** - For the purposes of facilitating communications between the parties, each shall appoint a representative who shall have authority to make decisions binding on the party touching upon the subject matter of this Agreement. Furthermore, IATSE agrees to work with AALP to amend any provision of this Agreement should such provision prove to be detrimental or causes the potential loss of revenue to AALP.
- 17.2 **Dispute Resolution** - The parties will use all reasonable efforts to settle any disputes arising under this Agreement in a timely fashion and on a confidential basis without recourse to third party intervention. Where the parties have been unable to resolve a dispute hereunder within fifteen (15) days of the first written communication between them regarding the dispute, then the dispute shall be referred for final resolution by arbitration administered by the Vancouver International Arbitration Centre (VanIAC) pursuant to its Rules (except to the extent modified by this Section). The Parties agree, pursuant to Rule 24(a)(i), that the Expedited Procedures shall apply regardless of the amount at issue. The place of arbitration shall be Vancouver, British Columbia. Arbitration will be before a single arbitrator selected by mutual agreement of the parties within fifteen (15) days after referral of the dispute, failing which the arbitrator shall be appointed by the VanIAC. Any cases referred to arbitration hereunder shall be conducted on a confidential basis. The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties and the decisions made by the arbitral tribunal, including its awards, except as required by the applicable law and to the extent not already in the public domain. Each party shall be responsible for its own costs associated with the

arbitration. The determination of the arbitrator shall be final and binding on the parties hereto and shall not be subject to appeal. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction.

- 17.3 **Notices** – Unless otherwise expressly agreed, whenever in this Agreement it shall be required or permitted that notice be given or served by either party to or on the other, such notice shall be in writing and shall be delivered personally to the other party to whom it is given or sent by email addressed as follows:

If to AALP, to:

Abbotsford Arena Limited Partnership
33800 King Road,
Abbotsford, BC
V2S 8H8

Attention:

Email:

If to IATSE, to

International Alliance of Theatrical Stage Employees, Moving Picture Technicians, Artists and Allied Crafts of the United States, Its Territories and Canada; Local 118
#206 - 2940 Main Street
Vancouver, BC
V5T 3G3

Attention:

Email:

or such other address(es) as each party to this Agreement may notify to the other party for this purpose. Notice so sent shall be well and sufficiently given and received, except in matters related to operational issues in which case, communication will be directed to the on-site representatives of both parties.

- a) if sent by delivery, when delivered;
- b) if sent by email, when receipt is confirmed electronically or otherwise;

provided that in each case, notice to the party and not copies sent to others shall be used to determine when notice is deemed given. The parties may amend these addresses by appropriate notice in writing of at least ten days.

- 17.4 **Relationship of the Parties** - The legal relationship between the parties hereto is that of AALP contracting with IATSE, as representative of, and provider of labour and associated services for the provision of such labour, for those classes of workers specified in Schedule B. It shall not be deemed to be any other form of legal relationship including, without limitation, joint ventures, partners or principal and agent and neither party shall have the authority to bind the other.

Accordingly, IATSE shall not purport to enter into any contract or subcontract on behalf of AALP, or otherwise act on its behalf; and IATSE hereby acknowledges that AALP shall not be required on its behalf to make remittances, filings or payments required by statute of employers, and that IATSE shall not be entitled to any fringe benefits from time to time provided by AALP to its own personnel.


- 17.5 **Assignment** - Any rights or obligations are non-assignable without the prior written permission of the other party, such permission not to be unreasonably withheld.
- 17.6 **Enurement** - This Agreement is to be binding upon, and enure to the benefit of, the parties and any successors and permitted assigns of the parties.
- 17.7 **Governing Law** - This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia, which shall be deemed to be the proper law hereof.
- 17.8 **Currency** - All payments hereunder are expressed and shall be made in lawful money of Canada.
- 17.9 **Time** - Time shall be of the essence in this Agreement.
- 17.10 **Severability** - The invalidity or unenforceability of any provision of this Agreement or any covenant herein shall not affect the validity or enforceability of any other provision or covenant herein and such invalid provision or covenant shall be deemed to be severable.
- 17.11 **Remedies** - All remedies of a party provided in this Agreement or arising from it either at law or in equity shall be deemed independent, co-extensive and cumulative and shall not be deemed to be in lieu of each other.
- 17.12 **Waiver** - Any waiver by either party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of such provision or of any breach of any other provision of this Agreement. Any waiver must be in writing and express, not implied. Failure by either party to insist upon strict adherence to any term of this Agreement on one or more occasions shall not be considered a waiver or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.
- 17.13 **Further Documents** - Each of the parties hereby covenants and agrees to execute such further and other documents and instruments and to do such further and other things as may be necessary to implement and carry out the intent of this Agreement.
- 17.14 **Language** - If the singular or the neuter pronoun is used, the plural or the masculine or feminine is to be construed wherever the circumstances so require.
- 17.15 **Entire Agreement** - This Agreement constitutes the entire Agreement between the parties and their respective affiliates with respect to the subject matter set forth herein. There are no covenants, representations or warranties express or implied with respect to such subject matter save and except as expressly herein set forth or in any document executed as of or after the date hereof. This Agreement supersedes and replaces any and all prior agreements between the parties with respect to the subject matter hereof.
- 17.16 **Schedules** - The schedules attached hereto form an integral part of the contract.

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

**ABBOTSFORD ARENA
LIMITED PARTNERSHIP**
by its General Partner
**CANUCKS AHL GENERAL
PARTNER INC.**

Per: _____
Authorized Signatory

**IATSE 118
International Alliance of
Theatrical Stage Employees,
Moving Picture Technicians,
Artists and Allied Crafts of the
United States and Canada, Local
No.118**

Per:  _____
Joe Sawan - Business Agent
Authorized Signatory

SCHEDULE "A"

Production Labour includes:

- a) the unloading and marshalling of the equipment, costumes, uniforms and related property of a Production upon arrival at Abbotsford Centre;
- b) the assembly, rigging, erection and interconnection of such Production assets with and within Abbotsford Centre to prepare the Production to be staged;
- c) the set up and strike of the curtain system;
- d) the operation of stage, sound equipment, theatrical lights and lighting equipment in connection with a Production (for clarity: not including any in-house audio, video boards and houselights);
- e) the cleaning, pressing, dressing, maintaining and quick changing of theatrical costumes, including hair, makeup and wigs;
- f) the operation of AALP-owned or third party-owned follow spots for the Production;
- g) the dismantling, disconnection, recovery, packing and loading of Production assets onto transport at Abbotsford Centre for carriage to its next destination;
- h) the provision of all rigging and riggers where aerial activities are utilized;
- i) the provision of other services to Abbotsford Centre as requested by Production Organizers and/or AALP from time to time.

SCHEDULE "B"

Rate Sheet Increases

Dates	Rate
March 1, 2023 – February 28, 2024	10%
March 1, 2024 – June 30, 2024	6%
July 1, 2025 – June 30, 2026	4.5%
July 1, 2026 – June 30, 2027	3%
July 1, 2027 – June 30, 2028	3%
July 1, 2028 – June 30, 2029	3%

Other Labourers:

Sewing machine	\$75/day
Commercial steamer	\$75/day
Iron and ironing board	\$50/day
Extensive sewing kit*	\$50/day
Hair and make-up kit	\$100/day

*Such kit is understood to be equipment beyond the standard flashlight/scissors, etc. normally earned by a dresser.

Additional Provisions:

1. **Retroactive Settlement Payment.** ALLP shall make payment of the Settlement Payment upon the execution of this Agreement, and presentation of a detailed invoice showing the retroactive Settlement Payment.
2. **Applicable Rates.** All invoices provided by IATSE going forward shall be at the rates specified for the respective time period as shown in this Schedule.
3. **Additional Remittances.** As part of the invoices provided by IATSE for Production Labour, IATSE shall collect and remit the following amounts in respect of the categories of payments as follows:

	Items	Rate
a)	Vacation	8%
b)	Employer RRSP	5%
c)	WCB	Statutory Rate
d)	CPP	Statutory Rate
e)	EI	Statutory Rate
f)	Health Tax	Statutory Rate
g)	Medical & Dental Assessment	8%
h)	Admin Fee (on items c, d, e, and f)	9.5%
i)	GST on item h only	5%

Crew Position thresholds

Number of crew or specific condition applicable	Positions required
1	Relevant Department Head
2 to 32	<p>Steward & Relevant Department Heads plus such labour as required</p> <p>Department head is included in the working count</p> <p>Steward always starts 1 hour before first Hands call</p>
32 to 85	<p>Steward, relevant non-working Department Heads (HCarp, HAud, HLX, HVid) plus Working Dept Lead for each department plus such labour as required.</p> <p>note: Working Dept Lead for each department are working positions</p>
First Shift each day	All Department Heads will be scheduled on the first shift each day
8 crew in a single additional department	A Department Head is needed - such as SPFX, Auto, LED, props, etc.
85 to 150	Non-working Supervisor in addition to Steward required.
>150	additional Supervisors required
Non-production work (for Rescue)	<p>Rigging Team</p> <p>3/1 (1 lead up rigger +2 riggers /1 Head rig)</p>
Production standby (for Rescue)	<p>Rigging Team</p> <p>4/2 (1 lead up rigger +3 riggers / 1 Head rig + 1 lead grd rigger)</p>
High Riggers are required	Lead up Rigger and Head Rigger
Maintenance	Relevant department head, plus such labour as required.
Curtain moves	1 up and 1down, (2 total) plus arena ops crew