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April 26, 2011

ACTION REQUIRED

To: The Board of Governors of Exhibition Place

From: Dianne Young
Chief Executive Officer

Subject: **Rogers Communications Inc. – CNEA Sponsorship Agreement**

Summary:

This report seeks approval of a sponsorship agreement between the CNEA and Rogers Communications Inc. (RCI) for the period of the annual Fair in 2011, 2012, 2013 and 2014.

RCI has been a sponsor of the CNE since 2005 with the most recent agreement having expired in 2010. CNE staff have been in negotiations with RCI and are recommending a continuation of the sponsorship relationship with RCI as their Official and Exclusive Wireless Sponsor.

Recommendations:

It is recommended that the Board, subject to the approval of the CNEA Board at its meeting of May 12, 2011:

- (1) Approve a four-year agreement between the CNEA and Rogers Communications Inc., as outlined in this report and on such terms and conditions satisfactory to the CNEA General Manager and the CNEA Solicitor; and**
- (2) Direct that the confidential report contained in Attachment 1 to this report not be released publicly in order to protect the competitive position and future economic interests of the CNEA and the Board.**

Decision History:

At its meeting of May 12, 2011, the Board of Directors of the CNEA will consider the recommendations in this report, wherein the Chair will report the decision of the CNEA Board to the Board at its meeting of May 13, 2011.

Pursuant to CNEA Bylaws any agreement in excess of 1 year must be approved by the Board of Governors of Exhibition Place.

Issue Background:

The sponsorship relationship with RCI has been a very positive one for the CNEA. The proposed terms and conditions of an agreement between the CNEA and RCI are very similar to the previous agreement (although the sponsorship revenue over the four-year term has increased substantially).

Comments:

The proposed terms and conditions are as follows:

(a) The CNEA will provide the following entitlements to RCI:

- Official Sponsor of the Canadian National Exhibition.
- Exclusivity in Wireless category.
- Use of CNE name and logo
- Two exhibit spaces: 2 – 20' x 20' at similar locations to 2010 with flooring
- One satellite space for consumer engagement: 10' X 10' at similar locations to 2010
- Street Team Roaming Rights in designated areas
- Storage unit
- Logo on 1, 250,000 CNE Guide Books
- Logo displayed on six sponsor signs (6' x 4'), at the Dufferin, GO/TTC and Princes' Gates.
- Two 5' X 20' Rogers banners on Lakeshore Blvd.
- Two 5' X 20' Fido banners on Lakeshore Blvd.
- One 5' X 20' Rogers banner on Gardiner.
- One 5' X 20' Fido banner on Gardiner
- Logo appears of six Sponsor Signs, one at each of the six CNE Information Booths.
- Logo on thirty (30) 6' x 4' pedestal maps, displayed throughout the site.
- Logo on six (6) 57" x 36" maps at each of the six CNE Information Booths.
- Logo displayed on each of four Express people movers (trains) operating throughout the grounds for the duration of the 18 day fair.
- Guaranteed visibility on CNE web site www.theEx.com
- 18-Day Staff Passes - 55
- 18 Day Staff Parking Passes – 44
- One Day Admission Passes – 250
- One Day Parking Passes – 125
- Air Show Passes as per 2010 allotment
- Contract for 2013 – 2014 to be reviewed by October 31st, 2012 whereby each party will have an opt out option for the remaining two years of the term.

(b) Union Agreements: Rogers Communications Inc (RCI) shall comply with all agreements in force between the Board and any union or association with respect to Exhibition Place.

(c) Assignment: The agreement between the Board and the Westin Harbour Castle shall not be assigned by Rogers Communications Inc (RCI) without the consent of the Board.

(d) Taxes: Rogers Communications Inc (RCI) shall be responsible for the payment of any and

all rates, taxes or assessments that are imposed upon the Board by any taxing authority having jurisdiction.

- (e) Insurance/Indemnity: Rogers Communications Inc (RCI) shall provide proof of insurance in a form and amount satisfactory to the Board and containing provisions including the Board, CNEA, and the City of Toronto as additional insured with a cross liability/severability of interest clause of standard wording. Insurance shall be primary before any insurance held by the additional insured and the Board shall be entitled to thirty days notice of any intention to cancel or not to renew the policy Rogers Communications Inc (RCI) shall indemnify the Board, the CNEA and the City of Toronto with respect to any and all liability arising from any damage or injury as a result of the acts or omissions of the Westin Harbour Castle, or its employees or any other person for whom it is in law responsible, in the exercise of its rights under the agreement.

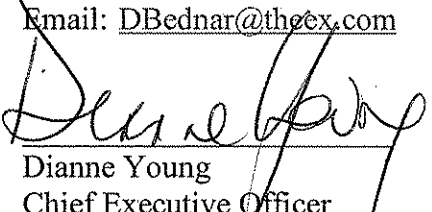
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Dianne Young

Chief Executive Officer