

The Board of Governors on September 11, 2009 approved the recommendations embodied in this report.

August 28, 2009

To: The Board of Governors of Exhibition Place
From: Dianne Young
Chief Executive Officer
Subject: **Sponsorship Agreement with Ricoh Canada Inc.**

ACTION REQUIRED

Summary:

This report recommends amendments to the existing sponsorship agreement with Ricoh Canada Inc. (“Ricoh”) to include a provision to have Ricoh the official office equipment supplier for the Board which includes the right for Ricoh to outfit and manage the Business Centre at the new Allstream Centre at no cost to the Board.

Recommendation:

It is recommended that the Board approve the additional terms and conditions to the sponsorship agreement with Ricoh for a period from October 19, 2009 to February 28, 2011, set out in this report and such other terms and conditions satisfactory to the General Manager & CEO and the City Solicitor.

Financial Implications:

Through this amendment, the Board will receive a benefit of approximately \$20,000 related to the outfitting of the Business Centre at Allstream Centre by Ricoh.

Decision History:

In June 2003, Ricoh became the naming partner for the new Coliseum pursuant to an agreement between Ricoh and the Coliseum Renovation Corporation. At its meeting of January 31, 2003, the Board approved of a sponsorship agreement with Ricoh for the grounds of Exhibition Place including The National Trade Centre for a three-year term expiring January 31, 2006. This sponsorship agreement was subsequently renewed for a five-year term from March 1, 2006 expiring February 28, 2011.

Comments:

Exhibition Place staff has determined that, with the opening of Allstream Centre, there will be a requirement for a “storefront” Business Centre within the facility to service the needs of conference organizers and attendees. Ricoh, being an existing sponsor of Exhibition Place, was approached and was very interested in providing this service through its Business Service Division, IKON. IKON currently operates business centre services across North America and their connections to the business community will benefit the Allstream Centre sales effort in the corporate conference market.

The existing sponsorship agreement between the Board and Ricoh will be amended as follows:

As it relates to proposed Business Centre located within Allstream Centre:

- (a) Term: Commencing October 19, 2009 to February 28, 2011. (Concurrent with the remainder of existing Ricoh agreement).
- (b) Annual Sponsorship Fee: No additional fee.
- (c) Costs: Ricoh will be responsible for all costs related to design, fabrication, equipment, installation, operation and staffing of the Business Centre and any and all approved signage at the facility. Ricoh will be responsible to reimburse the Board for any electrical utility consumption (at cost) and any Telecom / internet (at the Board’s preferred rate).

- (d) Hours of Operations: The operating hours of the Ricoh Business Centre will be concurrent with conferences booked - typically 8 am to 5 pm daily, with extended hours for conferences upon request
- (e) Additional Entitlements: The Board will provide the following business development and promotional opportunities to Ricoh:
- (i) Ricoh will be the exclusive supplier/operator of a Business Centre in the Allstream Centre and will have storefront presence within Allstream Centre and will provide services including:
 - B&W and colour copying/ printing
 - Fax services
 - Bindery/ finishing
 - Imaging
 - CD burning
 - Shipping / mail (small package/ courier)
 - Office supplies
 - Photocopier/printer rentals

Brand Awareness/Exposure:

- **Business Centre**
Signage logo integration, branded order forms within Allstream Centre Business Centre
 - **On-Site Signage**
Allstream Centre signage, including mutually agreed upon signage within the Business Centre.
 - **Logo Integration**
Allstream Centre – Signage as noted above; logo exposure and a hotlink on Allstream Centre website.
- (f) Parking: Ricoh will be provided with two (2) additional annual complimentary parking passes for the underground lot at Direct Energy Centre
- (g) Preferred Pricing: The Board will receive preferred pricing for business centre services intended directly for the Board.
- (h) Environmental Plan: Ricoh will comply with the spirit and intent of the Board's Environmental Plan.

Other terms and conditions already captured in the current RICOH agreement include:

- (i) Union Agreements: Ricoh shall comply with all agreements in force between the Board and any union or association with respect to Exhibition Place.
- (j) Assignment: The agreement between the Board and Ricoh shall not be assigned by Ricoh without the consent of the Board.
- (k) Taxes: RICOH shall be responsible for the payment of any and all rates, taxes or assessments that are imposed upon the Board or Ricoh by any taxing authority having jurisdiction.
- (l) Insurance/Indemnity: Ricoh 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. Ricoh 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 Ricoh, or its employees or any other person for whom it is in law responsible, in the exercise of its rights under the agreement.