

November 25, 2004

EXHIBITION PLACE

To: The Board of Governors of Exhibition Place

From: Dianne Young
General Manager & CEO

Subject: CNEA Satok Mural Agreement

Purpose:

This report is submitted for the consideration of the Board of Governors of Exhibition Place.

Financial Implications and Impact Statement:

There are no financial implications resulting from the adoption of this report.

Recommendation:

It is recommended that:

- (1) the Board approve of entering into an agreement with the Canadian National Exhibition Association ("CNEA") for three years (December 1, 2004 to December 31, 2007) for the loan of the Satok Mural (the "Mural") which is displayed on the east lawn of the Medieval Times Building, on the terms and conditions set out in this report and such other terms and conditions satisfactory to the General Manager & CEO and the City Solicitor; and
- (2) the Board approve amending (as noted below) item 2 (h) in the attached agreement that was adopted by the CNEA Board of Directors at its meeting of November 25, 2004:
 - (h) that if the Mural is moved at the request of the Board it will be moved and replaced at the cost and expense of the Board under the supervision of a Conservator chosen by the Association to a location within the grounds of Exhibition Place and remain in a prominent location.

Background:

The CNEA is in possession of various pieces of art including the Haines Murals and the Garden of the Greek Gods. Entering into agreements with the CNEA on the loan of these works of art helps to ensure the works will be maintained, properly displayed and appreciated by the public at large.

Comments:

The Satok Mural by Ron Satok entitled "Painter's Eye" was commissioned in the late 1950s by Ernest J. Hayes, General Manager of Reeves and Sons (Canada) Limited, Toronto. The Mural was installed on the outside wall at Reeves and unveiled on June 10th, 1959 by A. Jarvis, Director of the National Gallery, Ottawa. In 1971, Mr. Hayes donated the Mural to the CNE Association and asked that it be installed outside the Arts, Crafts and Hobbies Building (now Medieval Times). It was in the Arts, Crafts and Hobbies Building where Reeves had been a long-time exhibitor during the annual CNE.

In 1990, the Capital Works Department, Exhibition Place, engaged the services of Michael Satok-Wolman (son of Ronald Satok) and his company Rialto Mosaic Inc. to restore the weathered Mural to its original condition.

In 1992/93, a plaque was erected to the artist, Ron Satok, and the area around the Mural landscaped.

The agreement is based on the following terms and conditions:

- (a) Term: 3 years commencing December 1, 2004.
- (b) Ownership of the Mural: The ownership of the Mural shall remain with the CNEA.
- (c) Use by CNEA: If the CNEA requests the use of the Mural at any time during the Term, the Mural will be removed from and returned to the east lawn of the Medieval Times Building at the cost and expense of the CNEA.
- (d) Insurance: The Board will provide necessary insurance coverage for the Mural at all times.
- (e) Cost of Maintenance: The Board will maintain the Mural at the Board's expense at an appropriate level of maintenance, as determined by the Conservator chosen by the Association, acting reasonably.
- (f) Standard of Care: The Board will take all reasonable precautions as indicated by the Conservator: (i) to ensure that the Mural is protected from interference from the public; and, (ii) to protect the Mural from damage from fire and water involving any nearby structure. To regularly inspect the Mural for signs of deterioration and/or damage and to immediately inform the CNEA if any such signs are detected.
- (g) Relocating the Mural: If the Mural is moved at the request of the Board it will be moved and replaced at the cost and expense of the Board under the supervision of the Conservator chosen by the CNEA.
- (h) Inspection by CNEA: The Board, at all reasonable times, will allow representatives of the CNEA, at its own expense, access to the east lawn of the Medieval Times Building in order to inspect the Mural.

- (i) Other Terms and Conditions as are satisfactory to the City Solicitor, General Manager & CEO and General Manager, CNEA.

Conclusion:

This report recommends that the Board approve a three-year agreement between the Board and the CNEA for the loan of the Satok Mural with the amendment noted above.

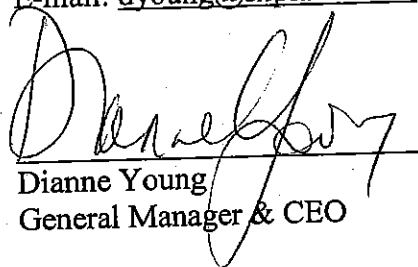
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Dianne Young
General Manager & CEO

THIS AGREEMENT made in triplicate this **1st day of December, 2004**

BETWEEN:

THE CANADIAN NATIONAL EXHIBITION ASSOCIATION
(hereinafter referred to as the "Association")

OF THE FIRST PART

- and -

THE BOARD OF GOVERNORS OF EXHIBITION PLACE
(hereinafter referred to as the "Board")

OF THE SECOND PART

WHEREAS the Board wishes to continue to borrow the **Mural** by Ron Satok entitled "Painter's Eye" (hereinafter referred to as the "Mural") owned by the Association for display on the east lawn of the Medieval Times building;

AND WHEREAS the Association agrees to continue to loan the Board the Mural for display in on the east lawn of the Medieval Times building;

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained, the parties hereby agree as follows:

1. THE ASSOCIATION HEREBY AGREES:

- (a) to loan to the Board the Mural more specifically described in Appendix "A", attached hereto and forming part of this agreement, on an extended loan for display on the east lawn of the Medieval Times building;
- (b) that if the Association requests the use of the Mural for its own purposes the Mural will be removed from and returned to the lawn of the Medieval Times building and replaced by the Association at its cost and expense;
- (c) that it is the owner of the Mural and that no other person possesses any rights or claims with respect to ownership, including moral rights, with respect to the Mural, and that it hereby releases and indemnifies the Board with respect to any such claim.

2. THE BOARD HEREBY AGREES:

- (a) to remove the Mural at the end of the Term of this Agreement at the expense of the Board under the supervision of a Conservator chosen by the Association;
- (b) to provide all necessary insurance coverage for the Mural while located on the east lawn of the Medieval Times building;

- (c) to take professional care of the Mural for the Term of this Agreement;
- (d) to take all reasonable precautions as indicated by the Conservator:
 - (i) to ensure that the Mural is protected from interference from the public; and,
 - (ii) to protect the Mural from damage by fire and water involving any nearby structure;
- (e) to regularly inspect the Mural for signs of deterioration and/or damage and to immediately inform the Association if any such signs are detected;
- (f) to maintain the Mural at the expense of the Board with the appropriate level of maintenance, as determined by the Conservator chosen by the Association;
- (g) that in the event of any incident (fire, social unrest) that would affect the safety of the Mural, the Mural will, as soon as reasonably possible after the detection of such an event, be covered, moved to a safe place or otherwise protected by the Board so that the risk of damage is reduced and/or eliminated;
- (h) that if the Mural is moved at the request of the Board it will be moved and replaced at the cost and expense of the Board under the supervision of a Conservator chosen by the Association;
- (i) at all reasonable times, to allow representatives of the Association at its own expense, to inspect the Mural;
- (j) that, despite this Agreement, ownership of the Mural rests with, and shall remain with the Association.

3. **TERM:**

The Parties agree that the loan of the Mural shall be for a Term of three (3) years commencing on December 1, 2004 and expiring on December 31, 2007, unless earlier terminated by either party in accordance with the provisions herein.

4. **TERMINATION:**

Either party may terminate this agreement by giving to the other party thirty (30) days notice in writing.

At any time that either party gives notice of termination of this Agreement then the Mural will be returned to the Association at the expense of the terminating party.

5. **INDEMNITY:**

Each party (the "Indemnifying Party") shall fully indemnify and save harmless the other, including its agents, officers, servants, employees or elected or appointed officials or any other (hereinafter collectively and individually the "Indemnitees") against and from any and all claims by or on behalf of any person or persons, firm or firms, corporation or corporations, for damage to property or injury, including death, of any nature and kind whatsoever arising from or incidental to the negligence of the Indemnifying Party, its officers, servants, agents, or elected or appointed officials in the exercise or performance of the Indemnifying Party's rights and obligations under this Agreement, provided that such indemnity shall not include any claim arising as a result of the negligence of the Indemnitees.

6. **NOTICE:**

Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the Association may be given or served by delivery by electronic mail, facsimile, courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

**The Canadian National Exhibition Association
Press Building, Exhibition Place
Toronto, Ontario
M6K 3C3
Attention: General Manager**

Or such other address as the Association may advise in writing, or may be served upon the Association or any other person hereafter authorized by the Association to receive such notice;

Any notice provided for by this Agreement or by law to be given, served or exercised by or upon the Board may be given or served by delivery by electronic mail, facsimile, courier or by depositing in the mail, postage prepaid by registered mail, a letter addressed to:

**The Board of Governors of Exhibition Place
Executive Offices, Queen Elizabeth Building
Exhibition Place
Toronto, Ontario
M6K 3C3
Attention: General Manager & CEO**

Or such other address as the Board may advise in writing, or may be served upon the Board or any other person hereafter authorized by the Board to receive such notice.

Any notices given or served as provided herein shall be effectual and binding for all purposes upon the principals of the parties so served and, if mailed or delivered by courier as aforesaid, shall be deemed to have been received in three (3) business days from such

mailing, one (1) business day for electronic mail or facsimile or in the case of delivery by courier, within two (2) business days following the pick-up by the courier.

7. No action or failure to act by either party shall constitute a waiver of any right afforded to that party under this agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed to in writing.

8. Any dispute shall be mutually resolved between the General Manager of the Association and General Manager & CEO of the Board.

9. **SEVERABILITY:**

In the event any part of this Agreement is rendered void, invalid or unenforceable by any court or rule of law for any reason then the remainder of this Agreement shall not be affected thereby in any way but shall remain enforceable.

10. **AMENDMENTS:**

The Association and the Board agree that there are no representations or undertakings apart from this Agreement and the entire agreement is contained in this Agreement and shall be binding upon the parties to it and upon their heirs, executors, administrators and successors and any authorized assigns, and cannot be waived or varied by any oral representation or undertaking. This Agreement, and its related terms and conditions and schedules, is not subject to amendment or reformation except by written agreement executed by both parties.

11. **NON-ASSIGNMENT:**

Neither party shall be permitted to assign its rights under this Agreement, without the prior written consent of the other party, which consent may be arbitrarily withheld provided that a change in the composition of the Board or the Association shall not be considered to be an "assignment" under this paragraph and shall have no effect on this Agreement, and this Agreement shall continue in full force and effect upon the occurrence of any such change.

12. **ENTIRE AGREEMENT:**

It is agreed between the parties that this Agreement, together with the attached Appendix "A" constitutes and expresses the whole Agreement between the parties and there is no oral understanding changing or modifying this Agreement. Any amendment to this Agreement must be in writing and signed by both parties hereto.

Signed this _____ day of _____, 2004, at Toronto, Ontario.

Dianne Young
General Manager & CEO
The Board of Governors of
Exhibition Place

David Bednar
General Manager
The Canadian National
Exhibition Association

Fatima Scagnol
Corporate Secretary
The Board of Governors of
Exhibition Place

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Corporate Secretary
The Canadian National Exhibition
Association

APENDIX "A"

**RON SATOK'S
"PAINTER'S EYE"****FACT SHEET**

(based on an insurance appraisal written by Martin M. Carmelly, 1992)

Type of Object: One large, Venetian glass and ceramic tile mosaic.

Size and Shape/Format: Image 213.5 cm x 487.7 cm in rectangular form with horizontal imagery.

Image Support: Pre-cast concrete

Additional Support: Raised on concrete pillars

Image Narrative: A dynamic composition depicting seven abstract adult figures and one infant in various states: a labourer struggling with everyday life; a couple challenged by temptation; a nurturing mother holding a child; an couple lost in love; and an artist stretching his arm out in an attempt to grasp more insight. The scene is set against a background of organic and curvilinear elements.

Identifying Marks: The image is signed and dated "Satok '59" in black glass chips at the upper left corner.

Colour Composition: Rendered in various shades of royal blue, celestial blue, powder blue, camel, burnt sienna, ivory and canary yellow, with highlights of red, orange and black.

School/Style of Art: An example of the mid-20th century North American school of Abstract Expressionism.

Immediate Environment: Set within an interpretative, landscaped setting that includes a commemorative plaque.

Replacement/Insurance Value (1992): \$195,000

