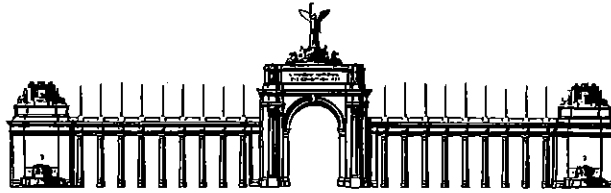


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## EXHIBITION PLACE

November 15, 2004

To: The Board of Governors of Exhibition Place

From: Dianne Young  
General Manager & CEO

Subject: **Exhibition Place Snack Bar -- Renewal of Lease Terms**

**Purpose:**

This report recommends the terms for a one-year lease agreement with Ernie's Arcade for the operation of the Exhibition Place Snack Bar at Exhibition Place.

**Financial Implications & Impact Statement:**

The approval of the recommendations contained in this report will result in the Board earning approximately \$12,000.00 in building rent, plus recovery of all realty taxes and utilities.

**Recommendation:**

**It is recommended that the Board approve a one year lease with Ernie's Arcade for the operation of the Exhibition Place Snack Bar on the terms and conditions contained in this report and any other such terms and conditions as may be required by the General Manager and the City Solicitor.**

**Background:**

At its meeting of November 2003, the Board approved the terms for a one-year lease agreement with Ernie's Arcade for the continued operation of the Exhibition Place Snack Bar. This lease expires on December 31, 2004 and the tenant has expressed a desire to renew the lease.

**Discussion:**

In 2003, staff initially proposed a three-year lease with Ernie's Arcade for the operation of the Snack Bar, but the tenant expressed concerns over recent losses attributable to lower attendance and/or cancellation of events and shows in 2003 due to SARS, the impact of the August black-out, and poor weather conditions during events such as 2003 Caribana. While there has been some recovery from 2003, sales and attendance are building very slowly and the anticipated up-lift from the launch of the helium balloon attraction was limited due to the late opening of this attraction (in June 2004).

For the Board's information, the Snack Bar is now the only location on site that serves light lunches and non-alcoholic beverages to employees seven days a week. During the winter months, it is the employees of the Board and the Board's tenants who are the primary users of the Snack Bar and very few attendees to the NTC frequent the Snack Bar. Information provide by the tenant to staff indicate that during the winter months the tenant's operating costs exceed the revenue generated from sales.

Given all of the tenant's concerns and the need for the Board to be able to provide some level of service to employees, staff proposing a one-year renewal with Ernie's Arcade on the following terms and conditions:

- (a) Term: One year commencing January 1, 2005 and expiring December 31, 2005;
- (b) Rent: \$9,500.00 per annum plus 8% of gross sales not to exceed \$12,000.00 annually and payable as follows: minimum rent for the months of January, February, March, April and December \$500.00 per month plus 8% of sales not to exceed \$1,000.00 per month; rent during May, June, July, August, September October and November \$1,000.00 plus 8% of sales;
- (c) Additional Rent: The Tenant acknowledges that this agreement to lease is fully net to the Board, and that the Tenant shall pay all taxes, and all rates and levies associated with its occupation of the premises including but not limited to utilities, services, insurance, maintenance including all interior maintenance costs and any other associated occupancy costs;
- (d) Permitted Uses: the operation of an unlicensed food and beverage business;
- (e) Insurance: Property and liability insurance with limits of \$5 million in form satisfactory to City;
- (f) Special Conditions: Restrictions/Conditions:
  - i) Closure of Lands Closure of Lands – (a) The Tenant must recognize that from time to time during the Term, Exhibition Place may be totally closed to the public on a temporary basis and/or an admission fee may be charged to enter Exhibition Place. At such times, special provision will be made by the Board to facilitate access to the Snack Bar; (b) the Tenant acknowledges that the Board shall have the right during the Molson Indy and the Canadian National Exhibition to close the grounds of Exhibition Place, including the Snack Bar. In such cases, the Board will deliver advance notice in writing to the Tenant no less than six (6) months prior to any such closing;
  - ii) The Tenant must familiarize itself with *Our Toronto Waterfront*, a report presented to and adopted by City Council by the Toronto Waterfront Revitalization Corporation ("TWRC") led by Robert A. Fung (the "Waterfront Report"). The Tenant agrees its rights under the Lease shall be subject to the authority and rights of TWRC, and to any redevelopment of all or portions of Exhibition Place as contemplated by the Waterfront Report (the "Waterfront Redevelopment");
  - iii) The Tenant agrees that this clause shall constitute notice from the Board that the Front Street Extension project will be proceeding and will have an impact on the Exhibition Place grounds and that the Tenant shall not be entitled to any compensation with respect to any disruption caused by this project;
  - iv) All collective agreements between the Board and Labour/Trade Unions must be recognized and complied with for all work at Exhibition Place; The Tenant acknowledges that the Board retains sole and exclusive claim to all sponsorship

- rights, including naming rights and signage, within all public spaces and grounds and upon all existing and proposed buildings;
- v) The Tenant acknowledges that the Board retains all rights to the operation of all present parking facilities (surface and underground). The Board will provide 3 parking passes at no charge for the Tenant's permanent full-time staff to access designated parking facilities at Exhibition Place which shall be valid throughout the term of the Lease save and except for the period of the Molson INDY and the Canadian National Exhibition when parking passes may be restricted and/or a fee may be imposed;
  - vi) Demolition Clause: In not less than six months written notice to the Tenant, the Board shall at any time during the term of the lease have the right to terminate the lease without compensation or penalty in order to facilitate the demolition or redevelopment of the Food Building;
  - vii) The Tenant will provide audited financial statements within 60 days of its fiscal year end;
- (g) Operation during the Canadian National Exhibition: The Tenant agrees to operate the Snack Bar under a standard CNE Concession License Agreement for the period of the annual CNE and that the fees for such a License Agreement are in addition to the rent(s) specified in section (b) above; the Board agrees to waive Minimum Rent during the period of the annual Canadian National Exhibition ("CNE") if the Tenant is required to remit commissions on sales from this location to the Canadian National Exhibition Association ("CNEA") for that period; the Tenant agrees that it will operate the Snack Bar during the hours of operation as prescribed by the CNEA.
- (h) Hours of Operation: During the period outside the CNEA, the Snack Bar will observe hours of operation during the balance of the operating year as prescribed by the General Manager and CEO.

Conclusion:

This report recommends the approval of a one-year lease with Ernie's Arcade for the operation of the Exhibition Place Snack Bar on the terms and conditions contained in this report and any other terms as may be required by the General Manager or the City Solicitor.

Contact:

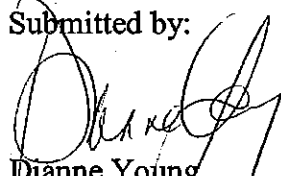
Kathryn Reed-Garrett, Director of Business Development

Telephone: 416-263-3606

Fax: 416-263-3690

E-mail: kreed-garrett@explace.on.ca

Submitted by:



Dianne Young  
General Manager & CEO

