TO: The Mayor & Members of Council
FROM: Nicole Sullivan, Deputy City Clerk
DATE: July 7, 2004
SUBJECT: Appendices to Report No. 04-281 – Grand Theatre Restoration Foundation

Attached are Appendices “A” and “B” to Report No. 04-281 – Grand Theatre Restoration Foundation. This is listed on the agenda as Clause (e) of the Committee of the Whole.

Yours truly,

Nicole Sullivan
Deputy City Clerk

c: Bert Meunier, CAO
   Executive Management Team
   Carolyn Downs, City Clerk
APPENDIX ‘A’

Grand Theatre Restoration Foundation Support Agreement

GRAND THEATRE RESTORATION FOUNDATION SUPPORT AGREEMENT

This Agreement is made as of the day of July, 2004.

BETWEEN:

The Corporation of the City of Kingston

(hereinafter the “City”)

and

Walter Fenlon and Fred Laflamme

(hereinafter the “Committee”)

An Ontario non-share capital charitable corporation to be incorporated by the Committee as contemplated in this Agreement

(hereinafter the “Foundation”)

WHEREAS the Grand Theatre at Kingston, Ontario is a property owned and operated by the City (hereinafter the “Grand Theatre”);

AND WHEREAS the parties wish to incorporate and operate a charitable foundation as the Foundation with the name the “Grand Theatre Restoration Foundation” for the purposes of supporting and funding the renovation, restoration, improvement and maintenance of the Grand Theatre, all as described in the draft Application for Incorporation of a Corporation Without Share Capital attached in Appendix A (the “charitable purposes”);

AND WHEREAS the Foundation will not be incorporated and registered as a charitable foundation before work begins towards the charitable purposes;

THEREFORE in consideration of the recitals set out above, the mutual commitments and promises set out below, and for other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties agree as follows:

The Committee

1. The Committee members have individually, jointly and severally entered into and become bound by this Agreement for and on behalf of the Foundation. Upon the incorporation of the Foundation, the Committee will cause the Foundation to sign and deliver to all of the other parties a counterpart copy of this Agreement upon which the Foundation will assume all of the rights, obligations and liabilities of the Committee under this Agreement, and upon which all of the parties agree that the Committee members shall have no further obligations or liabilities under this Agreement. In particular, the parties agree that the Foundation shall indemnify and hold harmless the members of the Committee in respect of any obligations, liabilities, costs, or expenses
incurred or for which they may be personally liable or suffer in connection with the entering into or performance of this Agreement, where the same arise from actions taken by them in good faith on behalf of the Foundation.

The Foundation

2. The Committee agrees to incorporate the Foundation and apply to the Canada Revenue Agency, Charities Directorate and the Ontario Public Guardian and Trustee for registration and recognition of the Foundation as a charity with the authority to carry on business in the Province of Ontario. Subject to the right of the Committee to reimbursement and indemnity from the Foundation following its incorporation, the Committee shall be solely responsible for:

   a. the incorporation of the Foundation including all related costs, expenses, fees and taxes;
   b. the obtaining of independent legal, accounting and other consulting advice related to such incorporation;
   c. the planning and structuring of the Foundation; and
   d. the operation of the Foundation, including all related costs, expenses, fees and taxes.

3. The Committee will make reasonable commercial efforts to apply for charitable registration and to incorporate the Foundation as soon as possible and in any event within nine months of the date of this Agreement.

4. The Committee shall be free to hire administrative staff and contract with parties of their choice including fundraising consultants and shall also be solely responsible for all related costs, expenses, fees and taxes.

Identification with the City

5. The Committee acknowledges that the City is the owner and holder of the operating name and common law trade mark “Grand Theatre” for use in connection with the operation of the Grand Theatre in Kingston, Ontario, and related logo marks and identification rights which relate to and are used by the City in connection with the operation, marketing and promotion of the Grand Theatre from time to time (the “Rights”). Except as permitted in this Agreement or as otherwise agreed by the City in writing, the Committee shall not use the Rights in any way, give or make any representation or otherwise hold themselves out as being agents, representatives of the City or as having any right to bind the City or any of its assets or property in any way without the written permission of the City. The City consents to the incorporation of the Foundation with the name “Grand Theatre Restoration Foundation”, and will sign any consent or document reasonably required to confirm that consent. The City agrees that the Committee and the Foundation shall be entitled to use the Rights to carry out the charitable purposes, subject to the terms of this Agreement.

Donations and Rights of City Approval

6. Except as set out herein, the Committee shall not enter into a donation or naming rights agreement in relation to the Grand Theatre without the consent of the City where the agreement is in relation to the following categories of donor or naming rights recommended by the Committee’s fundraising consultant, a summary of which is attached as Appendix B:
APPENDIX ‘A’

Grand Theatre Restoration Foundation Support Agreement

a. Leader
b. Builder
c. Founder
d. Corporate Leader
e. Corporate Builder

In respect of other levels of donation, the City may advise of third-parties for whom its consent is required in relation to donations and naming rights.

7. The Committee shall only grant naming and sponsorship rights in accordance with the applicable policies or practices of the City as established from time to time. The Committee shall forward to the Manager of Cultural Services for the City, or any person designated by the Manager of Cultural Services all sponsorship and naming right opportunities, seeking the approval of the City in accordance with its applicable policies or practices. The City will provide or deny approval to the proposals so provided by the Committee within a reasonable time, having regard to the approval process required by the City.

8. The Committee shall not contact any persons or entities in respect of or proposing any amendment to existing donation or naming right agreements in relation to the Grand Theatre, without the consent of the City, but may contact such persons or entities in relation to new donations or naming opportunities.

Financial Transactions

9. Until the incorporation of the Foundation and its opening of an independent bank account with a Canadian chartered bank in its own name, the Committee shall transfer and have deposited all funds received in relation to the charitable purposes, whether received from persons associated with the members of the Committee or individuals or corporations in the community, in a separate account and designated fund, maintained by The Community Foundation of Greater Kingston (the “Community Foundation”). The parties acknowledge that the Community Foundation shall issue tax receipts directly to donors to the designated fund maintained by it for the Committee in relation to all funds received for that fund.

10. The Committee has entered into an agreement with the Community Foundation for the purposes of receiving, safekeeping and managing funds donated for the charitable purposes as contemplated in Section 9 above, a signed copy of which is attached as Appendix C, which among other things, confirms that upon the incorporation of the Foundation all funds received and held by the Community Foundation for the charitable purposes of the Foundation in a separate and segregated account will upon the request of the Foundation be transferred to the account of the Foundation. The Committee will not amend the attached agreement with the Community Foundation in any way, without the written consent of the City.

11. The Manager of Cultural Services of the City shall provide a schedule of milestones to the Foundation which shall set out a recommended timetable for payments from the Foundation to the City, from the available funds on hand with the Foundation toward the renovation and restoration of the Grand Theatre. In the event the Foundation has not been incorporated by the time a payment is required the Committee will cause the Community Foundation, subject to the availability of funds, to pay out any payments required by the Manager of Cultural Services according to the schedule of milestones within 10 days of notice of the milestone being provided to the Foundation. Following the incorporation of the Foundation, the Foundation shall, subject to available funds, make those payments recommended by the Manager of Cultural Services within 10 days notice of the achievement of the agreed milestones.
12. All funds received by the Community Foundation or the Foundation and all proceeds therefrom, in relation to the charitable purposes shall be solely expended towards the charitable purposes, subject to the deduction of reasonable administration costs associated with the charitable purposes, the operation and maintenance of the Foundation, and, should this occur, the liquidation, dissolution or winding-up of the Foundation or the termination of its corporate existence. In the event of the liquidation, dissolution, winding-up or termination of the corporate existence of the Foundation, after the payment of applicable expenses and liabilities, all remaining assets shall be transferred to the City, in trust for the Grand Theatre for the charitable purposes, or transferred to another qualified donee under the Income Tax Act (Canada) designated by the applicable governing council, board, committee or other governing body of, or appointed by, the owner of the Grand Theatre.

**Reporting and Communications**

13. The Committee shall report to the City on a monthly basis. Monthly reporting shall include the following:

   a. a financial report in the form prepared and used by the management of the Committee or Foundation for internal purposes, including total and sub-totals for deposits for the preceding month as well as running total as well as expenses incurred; and

   b. a description of fundraising activities during the reporting period.

14. The City shall also be entitled to request the Committee to provide interim reports on any matter at any time, having reasonable regard to the need to preserve the assets and the time and commitment of the volunteers and employees of the Committee for the charitable purposes.

15. All reports shall be provided to the Manager of Cultural Services for the City, or any person designated by the Manager of Cultural Services, who shall be responsible for distributing such reports within the City.

16. A communications plan with the public shall be developed by the Committee which shall be subject to the approval of the Manager of Cultural Services for the City, or any person designated by the Manager of Cultural Services.

17. All reports and communications provided under this Agreement are subject to the provisions of the *Municipal Act, 2001*, S.O. 2001, c. 25 and the *Municipal Freedom of Information and Privacy Act*, RSO 1990, c. M54 and cannot be considered confidential given the disclosure requirements which may exist under those and other relevant legislation.

**Grand Theatre Restoration Committee**

18. The City shall create committee to provide input into the Grand Theatre restoration and expansion project. The Committee shall be entitled to appoint two representatives to this committee. Each member of the committee appointed by the Committee will be entitled to receive reasonable notice of each meeting, to receive reasonable access to and disclosure of any non-privileged and non-confidential documents relevant to the operation of this committee which are made available to employees or appointees of the City who act on such committee, and to act and vote with the equivalent authority of each other member of the Committee as set out in its terms of reference. The City may require each of the
APPENDIX ‘A’
Grand Theatre Restoration Foundation Support Agreement

Committee members to enter into a written commitment of confidentiality with respect to information received in connection with the operation of this committee.

Board of the Foundation

19. It is currently contemplated that the Foundation will have a board of directors comprised of 8 or 9 members. The Foundation will make reasonable efforts to ensure that the membership of its board is representative of the donors to the Foundation and the Kingston public at large.

Assignment and Adoption

20. Upon and subject to the incorporation of the Foundation on the terms set out in Appendix A, together with such amendments thereto as may be required by Canada Revenue Agency, the Ontario Public Guardian and Trustee or other regulatory authority with jurisdiction, the parties agree that, upon the execution of a counterpart of this Agreement by the Foundation, the Foundation shall be assigned and shall assume all of the rights, obligations and liabilities of the Committee hereunder, without any further consent from or action by the other parties as if it were an initial and original signatory to this Agreement in the place of the Committee. Upon such assignment and assumption, the members of the Committee shall be fully and absolutely released from any obligations or liabilities hereunder and the indemnity contained in Section 1 of this Agreement shall have effect.

General Provisions

21. The following general legal provisions apply to this Agreement:

a. The rights, duties, obligations and liabilities of each of the parties pursuant to this Agreement shall be limited to those rights, duties, obligations and liabilities set out in this Agreement. Nothing herein contained shall be construed to create a partnership or joint venture between the parties and the parties, at all times, are and shall be independent legal entities.

b. Each of the parties agrees to execute all such other additional instruments and documents and to do such other acts and things as may be reasonably necessary to give full force and effect to this Agreement.

c. The headings used in this Agreement are for reference purposes only and do not constitute substantive matter to be considered in construing the terms of this Agreement.

d. Unless otherwise indicated, reference to section or subsection numbers are to sections or subsections, as the case may be, of this Agreement.

e. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

f. Time shall be of the essence of this Agreement.
APPENDIX ‘A’
Grand Theatre Restoration Foundation Support Agreement

g. No waiver by any party of the performance of any provision, condition or requirement herein shall be deemed to be a waiver of, or in any manner release any other party from, performance of any other provision, condition or requirement herein; nor deemed to be a waiver of, or in any manner, release any other party from future performance of the same provision, condition or requirement; nor shall any delay or omission by any party to exercise any right hereunder in any manner impair the exercise of any such right or any like right accruing to it thereafter.

h. This Agreement may only be amended or modified by the parties by means of a written instrument executed by all of the parties, including, after its incorporation, the Foundation.

i. This Agreement constitutes the entire agreement between the parties and shall replace and supersede any prior agreement, representation or understanding, whether oral or in writing.

j. This Agreement may be executed in counterparts, each of which taken together shall constitute one and the same instrument and shall become effective when a counterpart has been signed by each party and delivered to the other parties hereto, provided that this Agreement shall become effective as between the signing parties other than the Foundation, upon the execution and delivery of this Agreement by each of those other parties.

k. This Agreement will be construed under and governed by the laws of the Province of Ontario and the laws of Canada applicable therein.
APPENDIX 'A'
Grand Theatre Restoration Foundation Support Agreement

IN WITNESS OF WHICH the undersigned have signed and delivered this Grand Theatre Restoration Foundation Support Agreement as of the date set out at the top of the first page of this Agreement.

SIGNED, SEALED AND DELIVERED in the presence of

) THE CORPORATION OF THE CITY
) OF KINGSTON:
)
)
)
)

per: ____________________________

Harvey Rosen, Mayor
)
)

Carolyn Downs, Clerk
)
)
I/We have the Authority to Bind the
Corporation
)
)
)
)

________________________
Fred Laflamme, Co-Chair, and
member of the Committee
)
)
)
)

________________________
Walter Fenlon, Co-Chair, and
member of the Committee
)
)
)
)
GRAND THEATRE FOUNDATION

per: ____________________________

Name:
Title:
)

per: ____________________________

Name:
Title:
**APPENDIX ‘A’**

Grand Theatre Restoration Foundation Support Agreement

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**APPLICATION FOR INCORPORATION OF A CORPORATION WITHOUT SHARE CAPITAL**

**REQUÊTE EN CONSTITUTION D’UNE PERSONNE MORALE SANS CAPITAL ACTIONS**

1. **The name of the corporation is:**
   - Grand Theatre Restoration Foundation

2. **The address of the head office of the corporation:**
   - 218 Princess Street, Kingston, Ontario

3. **The applicants who are to be the first directors of the corporation are:**

<table>
<thead>
<tr>
<th>Name</th>
<th>Address for Service</th>
<th>Address for Service, giving Street Name, No., or R.R. No., or Lot and Concession No., or Lot and Plan No., and Postal Code (Post Office Box No. not acceptable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walter P. Fenlon</td>
<td>76 Kenwoods Circle, Kingston, Ontario</td>
<td>K7K 6Y2</td>
</tr>
<tr>
<td>Fred Laflamme</td>
<td>1684 South Boulevard, Treasure Island, Kingston, Ontario</td>
<td>K7L 4V1</td>
</tr>
<tr>
<td>[third director]</td>
<td>[need address]</td>
<td></td>
</tr>
</tbody>
</table>

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*Document prepared by:*

- Robert Smith, President
- Allen & Thomas
- Barristers & Solicitors
- Kingston, Ontario

Built for 4.5

*Word processed by Mary Smith, Secretary*

*Built for a prescribed number of people in Kingston, Ontario, Canada.*

*Date: Nov 2 1989*
4. The objects for which the corporation is incorporated are:

See page 2A annexed hereto.
Objects

To receive and maintain a fund or funds and apply all or part of the principal and income therefrom, from time to time, to "qualified donees" as such term is defined in the Income Tax Act (Canada), as amended from time to time, for the purposes of renovating, restoring, improving and maintaining the Grand Theatre in Kingston, Ontario.
5. The special provisions are:
The corporation shall be carried on without the purpose of gain for its members, and any profits or other accretions to the corporation shall be used in promoting its objects.

Dispositions particulières :
La personne morale doit exercer ses activités sans rechercher de gain pécuniaire pour ses membres, et tout bénéfice ou tout accroissement de l'actif de la personne morale doit être utilisé pour promouvoir ses objets.

See pages 3A, 3B and 3C annexed hereto.
APPENDIX 'A'
Grand Theatre Restoration Foundation Support Agreement

Special Provisions

1. The Corporation shall be subject to the Charities Accounting Act (Ontario) and the Charitable Gifts Act (Ontario).

2. The directors shall serve as such without remuneration and no director shall directly or indirectly receive any profit from their positions as such, provided that directors may be paid reasonable expenses incurred by them in the performance of their duties.

3. The borrowing power of the Corporation pursuant to any by-law passed and confirmed in accordance with section 59 of the Corporations Act (Ontario) shall be limited to borrowing money for current operating expenses, provided that the borrowing power of the Corporation shall not be so limited if it borrows on the security of real or personal property.

4. If it is made to appear to the satisfaction of the Minister, upon report of the Public Guardian and Trustee, that the Corporation has failed to comply with any of the provisions of the Charities Accounting Act (Ontario) or the Charitable Gifts Act (Ontario), the Minister may authorize an inquiry for the purposes of determining whether or not there is sufficient cause for the Lieutenant Governor to make an order under subsection 317(1) of the Corporations Act (Ontario) to cancel the letters patent of the Corporation and declare them to be dissolved.

5. Upon the dissolution of the Corporation and after payment of all debts and liabilities, its remaining property shall be distributed or disposed of to charities registered under the Income Tax Act (Canada), in Canada.

6. To invest the funds of the Corporation in such manner as determined by the directors, and in making such investments the directors shall not be subject to the Trustee Act (Ontario), but provided that such investments are reasonable, prudent and sagacious under the circumstances and do not constitute, either directly or indirectly a conflict of interest.

7. For the above objects, and as incidental and ancillary thereto, to exercise any of the powers as prescribed by the Corporations Act (Ontario), or by any other statutes or laws from time to time applicable, except where such power is limited by these letters patent or the statute or common law relating to charities.

Ancillary Powers

The Corporation shall have the power to do all such things as are incidental or conducive to the attainment of the objects of the Corporation and in particular for the further attainment of its objects:

(a) to acquire, accept, solicit or receive, by purchase, lease, loan, contract, donation, legacy, gift, grant bequest or otherwise any
APPENDIX ‘A’
Grand Theatre Restoration Foundation Support Agreement

kind of real or personal property including money, and to enter into and carry out agreements, contracts and undertakings incidental thereto;

(b) to hold, manage, sell or convert any of the real or personal property from time to time owned by the Corporation, and to invest and reinvest any principal in such manner and in such investments, shares, securities, obligations, assets and property as may from time to time be determined by the directors;

(c) to exercise all voting rights and to authorize and direct the execution and delivery of proxies in connection with any shares or obligations in any company or corporation owned by the Corporation;

(d) in connection with any company or corporation in which the Corporation may at any time hold securities, shares or obligations, to take up the proportion of any increased capital to which as holders of such shares or obligations it may be entitled, and to purchase any additional securities, shares or obligations in such company or corporation; to join in any plan for the reconstruction or reorganization of such company or corporation or for the amalgamation of such company or corporation for the sale of assets of such company or corporation or any part thereof and in pursuance of such plan to accept any securities, shares or obligations in lieu of or in exchange for the securities, shares or obligations held by the Corporation in such company or corporation; and to enter into any shareholders agreement, pooling or other agreement in connection with the securities, shares or obligations held by the Corporation in such company or corporation, and in the case of sale thereof to give any options considered advisable; and to give consent to the creation of any mortgage, lien or indebtedness by any company or corporation whose securities, shares or obligations are held by the Corporation;

(e) to acquire by purchase, lease, devise, gift and other title, and to hold any real property necessary for the carrying on of its undertaking and for the purpose of drawing a revenue therefrom, and to sell, lease, mortgage, dispose of and convey the same or any part thereof as may be considered advisable;

(f) to demand, receive, sue for, recover and compel the payment of all sums of money that may become due and payable to the Corporation, and to apply the said sums for the objects and purposes of the Corporation, and generally to sue and be sued;

(g) to acquire, accept, solicit or receive any gift of real or personal property, either as an annual or other contribution or as an addition to the fund or funds of the Corporation; and
(h) to employ and pay such assistants, clerks, agents, representatives and employees, and to procure, equip and maintain such offices and other facilities, and to insure such reasonable expenses as may be necessary.
6. The names and address for service of the applicants:

<table>
<thead>
<tr>
<th>Name in full, including all first, middle names</th>
<th>Address for Service giving Street and No., or R.R. No., or Lot and Concession No., or Lot and Plan No., and Postal Code (Postal Office Box No. not acceptable)</th>
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<tr>
<td>Walter P. Fenlon</td>
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<tr>
<td>[third director]</td>
<td>[need address]</td>
</tr>
</tbody>
</table>

This application is executed in duplicate.

La présente requête est faite en double exemplaire.

Signature of applicants
Signature des requérants

WALTER P. FENLON

FRED LAFLAMME

[THIRD DIRECTOR]
APPENDIX ‘A’
Grand Theatre Restoration Foundation Support Agreement

AGREEMENT

BETWEEN

The Community Foundation of Greater Kingston, a corporation without share capital incorporated under the laws of Canada, and registered as a charity with Canada Revenue Agency,

(referred to as "CFGK")

and

Walter Fenlon and Fred LaFlamme, individuals residing in the City of Kingston, in the Province of Ontario,

WHEREAS Walter Fenlon and Fred LaFlamme, on behalf of the Grand Theatre Restoration Fundraising Committee (referred to as the “Committee”), intend to set up a public foundation in the Province of Ontario, Canada, for the purposes of raising money to restore the Grand Theatre in the City of Kingston, in the Province of Ontario (referred to as the “Restoration Project”);

AND WHEREAS the Board of Directors of CFGK, in a duly constituted meeting held March 31, 2004, has authorized CFGK to provide services to Walter Fenlon and Fred LaFlamme, on behalf of the Committee, in anticipation of the Committee’s receiving status as a duly constituted and recognized public foundation in the Province of Ontario, Canada (referred to as the “Grand Theatre Foundation”);

AND WHEREAS the parties hereto wish to set out the nature of the services to be provided and their obligations to each other;

NOW THEREFORE in consideration of the mutual covenants set out below, the parties hereto agree as follows:

1. The term of this Agreement shall be for a period of one year from the date of this Agreement, or until the Committee receives status as a registered public foundation. If at the end of such one-year period, the application process to become a registered public foundation is not yet complete, this Agreement may be extended upon the mutual agreement of the Committee and CFGK.

2. Any moneys received by CFGK as gifts designated to the Restoration Project will be recorded and receipted by CFGK as per its usual procedure. Such designated funds will be placed in an account separate from the usual operating and investment accounts of CFGK. An acceptable operating balance will be maintained and additional funds will be placed in fixed term interest bearing instruments separate from CFGK’s other investments. Upon establishment of the Grand Theatre Foundation or some other suitable charitable entity, all moneys remaining in the accounts held by CFGK for the Restoration Project will be
APPENDIX ‘A’
Grand Theatre Restoration Foundation Support Agreement
APPENDIX ‘A’

Grand Theatre Restoration Foundation Support Agreement

transferred to the Grand Theatre Foundation or such charitable entity within 30
days of CFGK receiving notice of the existence of same.

3. CFGK will pay the expenses of the Committee from the assets it holds for the
Restoration Project as directed, in writing, by either Walter Fenlon or Fred
Laflamme. If, during the course of this Agreement, the funds being held by
CFGK for the Restoration Project are insufficient to cover an invoice submitted
for payment, CFGK’s Executive Director shall inform Walter Fenlon or Fred
Laflamme and seek their direction, but in any event CFGK will not be obligated
to use funds other than those being held by CFGK for the Restoration Project to
pay invoices of the Committee. CFGK will not be required to determine the
accuracy or the appropriateness of any invoices submitted by the Committee for
payment by CFGK. However, CFGK reserves the right to decline a request for
payment of expenses or transfer of funds if CFGK believes that such payment or
transfer would contravene any laws applicable to CFGK, would contravene the
constating documents, objects or by-laws of CFGK or would in any manner be
detrimental to the goodwill of CFGK as determined by CFGK.

4. Walter Fenlon and Fred Laflamme shall indemnify CFGK and hold it harmless
from any and all claims, charges or demands made against CFGK arising from
any actions or omissions of Walter Fenlon, Fred Laflamme or any person acting
on behalf of the Committee with respect to this Agreement, the Restoration
Project or the Foundation.

5. CFGK reserves the right to decline a donation to the Restoration Project if CFGK
believes acceptance of the gift would contravene any laws applicable to CFGK or
where the donor is an individual, corporation or organization whose stated
purposes are in opposition to the stated purposes of CFGK or if acceptance of the
gift would contravene the constating documents, objects or by-laws of CFGK or
would in any manner be detrimental to the goodwill of CFGK as determined by
CFGK.

6. Quarterly, CFGK will submit to the Committee a statement of staff time used by
CFGK in support of this Agreement and CKGF will be remunerated for such staff
time at a rate agreed upon by the Committee and CFGK.

7. CFGK shall have the final approval of all grant proposals submitted on behalf of
the Restoration Project and CFGK’s Executive Director will act as the signing
agent for all such grant proposals.

8. Neither party shall be allowed to assign this Agreement without the other party’s
written consent.

9. No amendment, modification or waiver of this Agreement shall be binding on the
parties unless made in writing and signed by the parties hereto.
APPENDIX ‘A’
Grand Theatre Restoration Foundation Support Agreement

10. This Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, other legal personal representatives, successors and permitted assigns, as applicable.

IN WITNESS whereof, the parties have signed below on the day of June, 2004.

________________________
WALTER FENLON

________________________
FRED LAFLAMME

THE COMMUNITY FOUNDATION
OF GREATER KINGSTON

By: _______________________

By: _______________________
APPENDIX ‘B’
Naming Recognition Opportunities

Naming opportunities are designed to provide prominence and recognition opportunities to the major individual and corporate donors. The donations do not reflect the actual cost of renovation for the named area of the Theatre.

Subject to Council approval as per the Corporate Sponsorship policy (Corporate Report No.04-066), the following properties are being suggested for naming rights at the Grand Theatre. The naming rights for each area would be held for up to 15 years, not in perpetuity.

The Theatre has already secured gifts in naming the Lobby (William Rupert Davies), the main auditorium (Regina Rosen) and the Lounge (Springer Lounge).

Properties within the Theatre Centre are available for naming. These include:

- External Courtyard (Founder, $200,000) e.g. Davies Courtyard
- Stage area (Founder, $200,000) e.g. Britton Smith Stage
- Baby Grand (Founder, $200,000) e.g. XYZ Studio Theatre
- Green Room/Rehearsal Room (major corporate sponsor, $100,000) e.g. Empire Life Rehearsal Studio
- Opera Lane (major corporate sponsor, $100,000) e.g. Alcan Opera Lane
- Acoustic Shell (Builder, $100,000)
- Back Stage area (Leader, $50,000)
- Orchestra Pit (Leader, $50,000)
- Theatre Opera Boxes (4) (Corporate Leader, $50,000)
- Lighting and Sound Booth (Leader, $50,000)

Many prominent Theatres have corporate or major donors names based on significant gifts - Hummingbird Centre (formerly O’Keefe Centre), Canon Theatre (formerly Pantages), Four Seasons Centre, Roy Thompson Hall, Massey Hall. While it is not the intention of the Committee to pursue naming rights the theatre centre itself, if opportunities are viable, they will be brought to Council for consideration. At present, the Committee is recommending that the Theatre naming rights could only be retained for an organization or donor who contributes more than $1 million.