

Edmonton Elks License Agreement Key Terms and Conditions

1. Parties: The City of Edmonton ("City") and the Edmonton Eskimo Football Club operating as Edmonton Elks Football Club ("Licensee").
2. Licensed Area: The City owned sports facilities known as Commonwealth Stadium which includes: Commonwealth Community Recreation Centre and Stadium, together with all ancillary grounds and which are located south of 112 Avenue, west and north of Stadium Road and East of 90 Street in the City of Edmonton.
3. Term and License Fee: The City shall grant to the Licensee the non exclusive license of the Licensed Area for the license fee of \$200,000 per year, to be increased by 2.5% each year. The term of the license agreement shall be a term of approximately Five (5) years, commencing on April 1, 2023 and expiring on December 31, 2027 ("Term").
4. Permitted Use: The Licensed Premises shall only be used for the purpose of the playing of professional football and all ancillary activities as approved by the Deputy City Manager of the Community Services Department.
5. Advertisement: The Licensee shall have the right to place, display and sell advertisement in the bowl at the Stadium. The Licensee shall pay annually to the City the greater of Fifty Thousand Dollars (\$50,000) or Forty (40%) percent of the net advertisement revenues that the Licensee derives from the advertising in the bowl at the Stadium.
6. Concession: During the Term, the City retains the exclusive right to operate all facilities for the sale of Concession in the Stadium. The Licensee shall receive all revenues related to concession sold in the Facility during any Licensee Games subject to the City being entitled to Five per cent (5%) of the total of the first Three Million Dollars (\$3,000,000) of gross Concession revenue for all Games and Seven per cent (7%) of the total of all gross Concession revenue over the first Three Million Dollars (\$3,000,000) for all Games.

Attachment 1

7. Game Day Staffing: The Elks will contribute \$130,000 on an annual basis to offset some of the game day stadium staffing and operational costs, increased each year and indexed by CPI per year.
8. Facility Use Fee or Admission Surcharge per football game ticket, paid to the City: The Licensee shall collect, based upon actual attendance, the following amount per ticket redeemed:

Attendance	Up to 300,000	300,000-325,000	325,000-350,000	Over 350,000
2023	\$4.00	\$4.10	\$4.25	\$4.50
2024	\$4.10	\$4.20	\$4.35	\$4.60
2025	\$4.20	\$4.30	\$4.45	\$4.70
2026	\$4.30	\$4.40	\$4.55	\$4.80
2027	\$4.40	\$4.50	\$4.65	\$4.90

The License Agreement shall be acceptable in form and in content to the City Manager. That approval of the License Agreement shall include the approval of such corrective, conformance and incidental amendments to its form and content as necessary or desirable to give effect to or implement the License Agreement, all as may be subsequently approved by the City Manager.