



LICENSE AGREEMENT NUMBER: 120207-01 issued Thursday, March 12, 2026 (the "Effective Date")

Calgary Exhibition and Stampede Limited, a corporation incorporated under the laws of Canada,
with its mailing address at PO Box 1060 Calgary, Alberta T2P 2K8, Canada, (the "**CALGARY STAMPEDE**")
-- AND --

Canadian Team Cattle Penning Association

949 Briarwood Crescent, Strathmore, AB T1P 1E8, Canada
(the "LICENSEE")

Representative: ~~Brad Richardson~~ (Fax: 403-262-7833) *Spencer Gamache* 250-983-5372 *gb*

This Agreement is comprised of the following documents:

- (a) this Signature Page;
 - (b) Attachment - A - Rental Structure and Payment Schedule;
 - (c) Attachment - B - Terms and Conditions;
 - (d) Attachment - C - Additional Terms and Conditions; and
 - (e) Attachment - D - Form of Invoice
- (collectively the "**Agreement**").

The LICENSEE is not permitted to promote or sell tickets to its Event on its website(s) or any other material identifying the Event at any venue on Calgary Stampede Park until this Agreement has been fully executed.

The LICENSEE hereby acknowledges having read all pages of this Agreement and agrees to be bound by all covenants, agreements, terms and conditions this Agreement. By signing below, and for the payment schedule specified in Attachment A, the LICENSEE shall be permitted to use and occupy the Premises pursuant to this Agreement. This Agreement shall become a binding contract as of the Effective Date. The LICENSEE shall promptly return a signed copy of this License Agreement to the attention of the CALGARY STAMPEDE'S Representative via email (electronic signatures or digitally scanned documents are accepted) or original.

Accepted this Thursday, March 12, 2026.

Canadian Team Cattle Penning Association

Per *[Signature]*
Name Spencer Gamache
Title CTCPA President
Date March 31/2026

CALGARY EXHIBITION AND STAMPEDE LTD.

Per *[Signature]*
Name Jillian Butcher (Please print)
Title Director, BMO Business Development
Date March 12, 2026

Reviewed By *[Signature]*
Date March 12, 2026

Attachment A - Rental Structure and Payment Schedule**Rental Structure:**

<u>Start</u>	<u>End</u>	<u>Booked Space</u>	<u>Function / Setup</u>	<u>Agreed Attendance</u>	<u>Units</u>	<u>Rate</u>	<u>Amount</u>
07-Oct-26 07:00	07-Oct-26 21:00	Nutrien Western Event Centre Arena Move in/out Rate	Set-up: Arena		1.0 Day	4,796.00	\$4,796.00
07-Oct-26 07:00	07-Oct-26 23:59	Nutrien Western Event Centre Altalink Exhibit Hall Full Day Rate	Set-up: Altalink Exhibit Hall		1.0 Day	4,427.00	\$4,427.00
07-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Jackson Suite Full Day Rate	Jackson Suite		6.0 Days	368.00	\$2,208.00
07-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Robson Suite Full Day Rate	Robson Suite		6.0 Days	738.00	\$4,428.00
07-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Rotunda Full Day Rate	Rotunda (Exclusive Use)		6.0 Days	10,161.00	\$60,966.00
07-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Show Office No Charge Rate	Show Office		6.0 Days	0.00	N/C
07-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Suite #1 Full Day Rate	Suite #1		6.0 Days	368.00	\$2,208.00
07-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Suite #2 Full Day Rate	Suite #2		6.0 Days	368.00	\$2,208.00
07-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Suite #3 Full Day Rate	Suite #3		6.0 Days	368.00	\$2,208.00
08-Oct-26 07:00	13-Oct-26 07:00	GMC Stadium Infield Parking Lot No Charge Rate	Parking		6.0 Days	0.00	N/C
08-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Altalink Exhibit Hall Full Day Rate	Event & Move Out		5.0 Days	4,427.00	\$22,135.00
08-Oct-26 07:00	12-Oct-26 23:59	Nutrien Western Event Centre Arena Full Day Rate	Event & Move Out	800	5.0 Days	9,592.00	\$47,960.00

Subtotal Rental Charges: \$153,544.00

Additional Charges / Discounts:

Rent Discount for 2026 1.00 \$ -76,499.00 EVT -76,499.00

Total Rental Charges, excluding Applicable Taxes: \$77,045.00

Please note that labour charges will be incurred if the setup needs to be changed or modified during the rental period.

Payment Schedule:

<u>Due Date</u>	<u>Description</u>	<u>Amount (\$CDN)</u>
March 31, 2026	Initial Rental Deposit - Non-refundable (includes GST)	\$5,000.00
September 04, 2026	Rental Deposit - Non-refundable (includes GST)	\$75,897.25
September 23, 2026	Remainder of Estimated Services	TBD
Total Deposits:		\$80,897.25

All services and related charges to include security deposit are to be estimated pre-event and **paid in full, fourteen (14) days prior to move-in date**, by cash, bank draft or electronic funds transfer. If required services are yet to be defined, a similar event or prior year's experience will be the basis for the event estimate.

Contract Notes:

Number of Competing Teams:

If (999) competing teams or less are confirmed, rental will be reduced to \$68,265.00 + GST for a 6-day event. The number of competing teams is to be confirmed in writing to THE CALGARY STAMPEDE no later than September 6, 2026. Should the deadline be missed, full rent will apply.

The following is included in Rent:

- Harrowing and Footing Management
- Bulk Shavings
 - Two loads from bulk shavings
 - One bag per stall
- Building Cleaning
- Concessions and Bar Setup
- House Sound and Paging Microphone
- Two - Wireless Internet Connections for Show Management
- Animal Waste Removal (Client is responsible for mucking Stalls into Aisles)
- Overnight Security for animal care (11:00pm to 7:00 am)
- Pen Gate
- Wash Racks
- Two – Building Screens

Parking:

Dedicated ~~North~~ ^{SE} Infield Parking for Agricultural Events
Infield Lot for RV Parking (75 x 30 amp of power included)
Lot 25A & Lot 25B for RVs and Trailers

The following is not included in Rent:

- Day-stay parking
- Audio Visual
- Power - for NWECC or lot 25A & 25B
- RV Power Rate: \$71.65 per 30amp per unit for duration of event

**All additional expenses over and above the package rate must be approved by Show Management

***Approx 50. stalls in H-Barn and the Infield parking lot will be used Monday, October 12, 2026 overnight. All attendees must be out of both spaces by 7 am Tuesday morning.

Outside paramedical will be permitted with the following:**Medical Service Provider Requirements**

- Provider Information: Company name and primary contact.
- Insurance: Minimum \$5M liability insurance, naming The Calgary Stampede as additional insured.
- WCB Coverage: Proof of valid Alberta WCB coverage.
- Certifications: Any personnel above standard first aid must provide certification with the Alberta College of Paramedics (EMR, PCP, ACP).

·Medical Rooms: No access to on-site medical rooms or supplies; these are operated solely by Aaron Paramedical.

·Pre-Event Briefing: The provider's manager/supervisor must attend a briefing on Calgary Stampede emergency procedures before arriving on site.

·Post-Event Report: Within 72 hours, provide basic statistics (patients seen, injury types, and outcomes such as return to event or hospital transport).

Attachment B - Terms and Conditions**1. DEFINITIONS**

- a) **"Agreement"** means this agreement and any amendments hereto;
- b) **"Deposit"** means the deposit(s) specified, if any, in Attachment A;
- c) **"Event"** means the purpose for which the Premises are to be used during the Time and no other, which, Event is described and known as: **Canadian Team Penning Cattle Association National Finals**;
- d) **"Event Date(s)"**: means **October 07, 2026 to October 12, 2026**;
- e) **"Event Planning Guide"** means the Event Planning Guide setting out the operational policies and procedure for venue(s) at the Calgary Stampede Park, further set out in the link provided to LICENSEE;
- f) **"License"** means the License granted under Section 2 and in accordance with Section 3;
- g) **"Party"** means either the LICENSEE or the CALGARY STAMPEDE, and **"Parties"** means, collectively, the LICENSEE and the CALGARY STAMPEDE;
- h) **"Premises"** means all or that portion of those buildings, facilities, and improvements identified in Attachment A; and
- i) **"Time"** means the period of time from: **07:00 on October 07, 2026 to 07:00 on October 13, 2026**;

2. GRANT OF LICENSE

Subject to this Agreement, including receipt of all payments to be made as required hereunder, the CALGARY STAMPEDE grants to the LICENSEE, the License to use and occupy the Premises during the Time. If the LICENSEE fails to satisfy all terms of this Agreement, then:

- (a) prior to entry, the CALGARY STAMPEDE shall have the right to prevent entry onto the Premises and terminate this Agreement; and
- (b) after entry, the CALGARY STAMPEDE shall have the right to terminate this Agreement and immediately remove or cause to be removed or bar entry of LICENSEE and all other persons, goods, property, equipment, or other material in connection with the LICENSEE's intended use of the Premises.

Licensee covenants and agrees to pay all deposits, fees and additional charges as contemplated by this Agreement and as further set out in Attachment A.

3. USE AND OCCUPATION

The LICENSEE covenants and agrees:

- (a) that it will use or occupy only the Premises as stipulated in this Agreement;
- (b) that it will use the Premises during the Time and only for the purpose stipulated in this Agreement and not to use or permit the Premises to be used for any other purpose;
- (c) to leave the Premises at the conclusion of the Event in the same condition and state of repair as received by LICENSEE excepting only reasonable wear and tear, and to bear the cost of repairing any and all damage that may have been caused by the LICENSEE, its exhibitors, contractors, sub-contractors, employees, agents, representatives, patrons and guests;
- (d) to remove from the Premises on or before the expiration of the Event, any and all goods, property, equipment, or other material brought on the Premises by the LICENSEE, or any person(s) with the authority of the LICENSEE, and if the same shall not have been removed within such time, the CALGARY STAMPEDE shall have the right to remove and dispose, or cause the removal and disposal, of same as it sees fit and shall not be accountable to the LICENSEE, provided that the CALGARY STAMPEDE may sell the same by private sale or public auction and account to the LICENSEE for the proceeds thereof, subject to the prior deduction from such proceeds of:
 - (i) the cost to the CALGARY STAMPEDE of removing, storing and selling same; and
 - (ii) any and all other financial obligations remaining due and owing to the CALGARY STAMPEDE by the LICENSEE.
- (e) the CALGARY STAMPEDE will not be responsible for damage to, or loss of, any articles left by the LICENSEE or LICENSEE'S patrons or guests in the facility prior to, during, or following any function. The LICENSEE and its exhibitors, contractors, sub-contractors, employees, agents, representatives, patrons and guests shall enter and/or use the Premises at its sole risk, and on an "as is, where is" basis;
- (f) that no shipment or delivery of property of any kind to the Premise shall be accepted onto the Premise unless the LICENSEE or its authorized employees, agents or representatives are present to accept the same, unless prior consent in writing has been provided for THE CALGARY STAMPEDE'S employees, agents or representatives to agree to accept the same; provided that all such shipments or property so accepted shall remain at and be the sole and exclusive risk and liability

of the LICENSEE;

- (g) and acknowledges that, as a result of Stampede Park having various public, multi-event facilities, there may be other functions occurring at the time of your event which may result in some sound transference and/or shared pre-function space;
- (h) that the LICENSEE has inspected the Premises and accepts the same in the existing condition and state of repair and expressly acknowledges that it has entered into this Agreement without any representation or warranty by the CALGARY STAMPEDE that the premises are suitable for the purposes of the LICENSEE; and
- (i) the License does not include the right of the LICENSEE to use or occupy those portions of the Premises used for the purpose of serving the public by the CALGARY STAMPEDE such as concession stands, kitchens, coat checks, and any similar or related areas, and that are entitled to be exclusively occupied by a third party pursuant to a License granted by the CALGARY STAMPEDE, and the LICENSEE expressly acknowledges that all areas in the Premises constituting common areas, including but not limited to lobbies, vestibules, hallways, box offices, lounge, public rooms, washrooms and other facilities, have no exclusive rights attached thereto.

4. EVENT PLANNING GUIDE

The LICENSEE acknowledges receipt of the Event Planning Guide as currently published by the CALGARY STAMPEDE, which Event Planning Guide is incorporated herein by reference and forms an integral part of this Agreement. The LICENSEE confirms that it has read the Event Planning Guide, and it understands that there are additional terms and conditions that it must comply with in connection with the Event. The LICENSEE acknowledges and agrees that the Event Planning Guide may be amended from time to time and such amended Event Planning Guide shall be deemed to be the Event Planning Guide pursuant to this Section upon delivery of a copy thereof by the CALGARY STAMPEDE to the LICENSEE. Any infringement, violation or breach of the Event Planning Guide by the LICENSEE or those for whom the LICENSEE is at law responsible shall be deemed to be a breach of this Agreement and the CALGARY STAMPEDE shall be entitled to all rights and claims at law as are available to the CALGARY STAMPEDE upon the breach of this Agreement.

5. SECURITY AND DAMAGE

The LICENSEE covenants and agrees:

- (a) that if the Premises or any portion of them during the Time of this Agreement shall be damaged by the act, omission, default or negligence of the LICENSEE, or of the LICENSEE'S exhibitors, contractors, sub-contractors, employees, agents, representatives, patrons and guests, or any person admitted to the Premises by the LICENSEE, the LICENSEE will be responsible for, and shall pay the CALGARY STAMPEDE, upon demand, such sum as shall be necessary to restore the Premises to their original condition. The CALGARY STAMPEDE shall inspect, together with the LICENSEE if it so desires, the Premises as soon as reasonably possible after vacating, and the LICENSEE agrees to pay for the repair of all such recorded damages to the satisfaction of the CALGARY STAMPEDE;
- (b) to provide, at the LICENSEE'S sole expense, sufficient police, security, ushering, and medical aid personnel to maintain order and protect persons and property as required by the CALGARY STAMPEDE in connection with the Licensee's use of the Premises; and
- (c) the CALGARY STAMPEDE has the exclusive right to evacuate all people from the Premises during any time that it deems necessary for the safety or well-being of such people and the CALGARY STAMPEDE shall not be liable for, and shall not indemnify, LICENSEE, and LICENSEE hereby releases the CALGARY STAMPEDE, for any costs or damages associated with such action.

6. DECORATIONS AND EVENT PROMOTIONAL MATERIALS

The LICENSEE covenants and agrees:

- (a) all of LICENSEE's advertising or promotional material for the Event on the Premises shall include reference to the applicable venue at the "BMO Centre at Stampede Park"; provided that, the CALGARY STAMPEDE shall first have the right to approve the use of the "BMO Centre at Stampede Park" logo on the LICENSEE'S advertising or promotional material prior to use and distribution, and the CALGARY STAMPEDE retains the right to reject any use of its logo or request changes be made to the advertising or promotional material in order for the logo to be displayed;
- (b) notwithstanding the prior consent of the CALGARY STAMPEDE, the LICENSEE shall immediately take down and remove all signs, advertisements, show bills, lithographs, posters, cards or any other Event promotional material of any description objected to by the CALGARY STAMPEDE; and
- (c) that all signs, posters or other material posted within or around the Premises shall be professionally printed and not handwritten and shall be removed at the termination of the Event.

7. STAFF & SERVICES

The LICENSEE covenants and agrees:

- (a) to provide sufficient security personnel as may be required by the CALGARY STAMPEDE at the LICENSEE'S sole expense;
- (b) all staff and services required for the Event shall be obtained from or through the CALGARY STAMPEDE except:

- (i) management and administrative personnel of the LICENSEE engaged in the production of the Event;
- (ii) the performers of the Event and reasonable support personnel approved by the CALGARY STAMPEDE; and
- (iii) any other personnel, staff and services approved in writing by the CALGARY STAMPEDE which personnel, staff and services shall be the responsibility of the LICENSEE. The LICENSEE shall ensure that the engagement and the actions of any such personnel will not lead to any labor dispute or disruption involving any personnel engaged at the Premises. Any personnel that are the responsibility of the LICENSEE and that are or become unsatisfactory to the CALGARY STAMPEDE shall be promptly removed from the Premises by the LICENSEE upon the CALGARY STAMPEDE'S request without the LICENSEE having any claim or recourse against the CALGARY STAMPEDE for any loss, costs, damages, or expenses incurred or suffered by the LICENSEE by or as a result of the said removal;
- (c) the CALGARY STAMPEDE reserves the right to require the LICENSEE to procure certain minimum staff and services from the CALGARY STAMPEDE;
- (d) all electrical, telecommunications, banner hanging, plumbing, gas, medical and security requirements including equipment, installations and labor will be provided exclusively by the CALGARY STAMPEDE at the LICENSEE'S sole expense;
- (e) to notify the CALGARY STAMPEDE of its requirements for staff and services at least twenty-one (21) days prior to the commencement of the Time, after which the CALGARY STAMPEDE shall not be obligated to make any additions, deletions or changes to staff or services. In the event changes are made, the Licensee shall, if requested by the CALGARY STAMPEDE, pay the CALGARY STAMPEDE a 15% surcharge for such changes;
- (f) the CALGARY STAMPEDE has preferred suppliers for audio visual services, show services and décor. Additional charges will apply should the LICENSEE select an alternative service provider; and
- (g) ENCORE is the exclusive rigging contractor for Events at the Calgary Stampede for all business. The hoist (chain fall), rigging points/attachment hardware, lifts and all truss and rigging labor shall be exclusively provided by ENCORE to LICENSEE for the Event. If the LICENSEE requires these services for the Event, it shall enter into a contract directly with ENCORE, based on ENCORE'S form of agreement, for these services. The LICENSEE'S entering into a contract with ENCORE shall not create any contractual relationship whatsoever between CALGARY STAMPEDE, LICENSEE and ENCORE in respect of ENCORE'S provision of rigging services.

8. FOOD AND BEVERAGE SERVICES

The LICENSEE covenants and agrees:

- (a) the CALGARY STAMPEDE retains the exclusive right to provide, control and retain all food and beverage services (concessions and catering) including alcoholic and non-alcoholic beverages, and all revenues therefrom throughout the Premises and Stampede Park, except where express written consent has been granted by the CALGARY STAMPEDE; and
- (b) the LICENSEE must advise the CALGARY STAMPEDE of the finalized menu selection and estimated number of guests no less than 30 days prior to the event. After this time, a reduction of no more than 20 percent will be allowed (to a maximum of 200 guests) or an attrition penalty will be applied, calculated at 50 percent of the menu price per person above the 20 percent threshold. Guaranteed attendance numbers must be provided 14 days before the event commences. Any reductions after this time will have an attrition penalty of 100 percent of the menu price per person applied. Any increases after this date will be charged the original menu price plus a 15 percent surcharge, provided that the increase can be accommodated by the Centre. The Centre reserves the right to relocate your event to an alternate space in case of significant fluctuations in expected attendance.

9. PARKING

The LICENSEE covenants and agrees:

- (a) that the CALGARY STAMPEDE retains the exclusive rights to charge for parking space on Stampede Park and to retain all revenue therefrom;
- (b) that Stampede Park is a multi-use facility and parking is on a first-come, first-served basis; and
- (c) the overnight parking of motorhomes and campers shall be charged based on the amount of space occupied on a per day basis. Any vehicles so parked must be approved by the CALGARY STAMPEDE and all such payments shall be pre-paid.

10. INSURANCE

- (a) The LICENSEE shall, without limiting its obligations or liabilities herein, obtain and maintain at least seven days before the Event, and for the duration of the Event, at the LICENSEE'S cost and expense, reasonable insurance coverage, including the following

minimum insurance coverage:

- (i) Workers Compensation, if applicable, covering all personnel engaged in the performance of this Agreement in accordance with the statutory requirements of the jurisdiction in which any work related to the Event is performed;
 - (ii) Automobile liability insurance, if applicable, covering all motor vehicles owned, leased or licensed by the LICENSEE with a limit of not less than \$2,000,000;
 - (iii) Public Liability Insurance with a limit of not less than \$2,000,000, with not less than \$2,000,000 per person, per claim, for bodily injury, and not less than \$2,000,000 for property damage in respect of any one occurrence. Such insurance should list the Calgary Exhibition and Stampede Limited and the City of Calgary as Additional Insureds; and
 - (iv) such other insurance and insurance limits as may be reasonably requested or allowed from time to time by the CALGARY STAMPEDE or that the LICENSEE is required by law to provide.
- (b) The LICENSEE shall provide the CALGARY STAMPEDE with satisfactory evidence that such insurance is in full force and effect no later than seven days before the Event.
- (c) The insurance policies in this Section shall be primary for all purposes, without right of contribution from any other insurance available to the CALGARY STAMPEDE, and shall contain cross liability coverage via a separation of insureds clause. All insurance policies shall be endorsed to include waivers or any right of subrogation of the insurers against the CALGARY STAMPEDE and the City of Calgary, officers, directors and employees.
- (d) The insurance coverage and certificate provided to the CALGARY STAMPEDE include as co-insured all agents, subcontractors or exhibitors which the LICENSEE may hire or sublet space. Performers entitled to enter the Premises during the Time shall have their own insurance policies with coverage limits that are reasonable in regard to services being performed.

11. LIABILITY AND INDEMNIFICATION

- (a) The LICENSEE shall be liable for and indemnify and hold harmless CALGARY STAMPEDE and the City of Calgary, and their respective directors, officers, employees, representatives, agents, and representatives (collectively, the "indemnified parties") from and against all actions, injury, illness or death, claims, liabilities, loss, damages, demands, penalties, fines, expenses (including legal expenses on a full indemnity basis), costs, obligations and causes of action of every kind and nature whatsoever ("Losses and Liabilities"), that may be asserted or brought against, or suffered or incurred by, the indemnified parties for or in respect of, or arising in any way whatsoever or in any way attributable to:
- (i) the LICENSEE'S use and occupation of the Premises, including without limitation, any damaged or environmental impact as a result resulting from the LICENSEE'S use and occupation of the Premises;
 - (ii) use of, or property damage to, any equipment or materials loaned or rented to the LICENSEE by the CALGARY STAMPEDE;
 - (iii) the negligent acts or omissions or wilful misconduct of the LICENSEE or any of its exhibitors, contractors, sub-contractors, employees, agents, representatives, patrons and guests;
 - (iv) breach of this Agreement;
 - (v) any third party claims that may be asserted against the CALGARY STAMPEDE arising from the LICENSEE'S negligence or breach of this Agreement or use of the Premises.
- (b) The indemnified parties shall not in any way be liable for any Losses and Liabilities incurred by the LICENSEE as a result of its use and occupation of the Premises and the LICENSEE hereby releases the indemnified parties from any liability whatsoever of LICENSEE'S use and occupation of the Premises, and the LICENSEE acknowledges it is doing so on an "as is, where is basis" and without any fault of the indemnified parties, including, without limitation, any Losses or Liabilities incurred directly or indirectly as a result of the CALGARY STAMPEDE's or any service providers' inability or failure to provide telecommunications, utilities or miscellaneous services or any interruption thereto.
- (c) All property taken onto the Premises by the LICENSEE is taken there and removed at its own risk and the CALGARY STAMPEDE shall not be responsible for any loss due to damage from fire, theft, windstorm, breakage, or from any cause whatsoever, nor for failure upon its part of this Agreement should officers of the law seize, stop or prevent the LICENSEE from using the Premises. The CALGARY STAMPEDE is providing only general, park and building security, which is not specific to the LICENSEE'S property or use of the Premises.

12. CANCELLATION

- (a) The LICENSEE covenants and agrees that if the LICENSEE cancels or terminates this Agreement:
- (i) more than 90 days prior to the commencement of the Event, the full space rental amount (as set out in Attachment A) shall be forfeited by the LICENSEE;
 - (ii) 90 days to 15 days prior to the commencement of the Event, the full space rental amount plus 50% of all estimated services costs (as set out in Attachment A) shall be forfeited by the LICENSEE; or
 - (iii) if the LICENSEE cancels or terminates this Agreement within 14 days prior to the commencement of the Event, the entire amount set out in Attachment A, including additional charges, shall become immediately due and payable by the Licensee and any amounts paid in advance shall be forfeited by the LICENSEE.
- (b) Each Party hereby acknowledges and agrees that the payment obligations set forth in this Section reflect their reasonable genuine

pre-estimates of the likely financial damages that the CALGARY STAMPEDE may incur in the circumstances described in this Section and are not intended to be penalties. The LICENSEE hereby waives the right to contest such payments are a penalty or that the obligations hereunder to pay such amounts are void or unenforceable (whether in whole or in part). If, notwithstanding the foregoing, any of the amounts payable in this Section are found to be a penalty, or are found to be void or unenforceable for any reason (whether in whole or in part), the LICENSEE will be liable to the CALGARY STAMPEDE to pay unliquidated damages under applicable law for the breach for which the amounts hereunder would have been payable had the relevant Section or obligation not been a penalty or not been void or unenforceable.

- (c) If cancellation is caused by reason of the CALGARY STAMPEDE being unable for any reason to provide the Premises for the agreed Time for the Event, then no payment charges of any sort will be made, including obligations incurred by the CALGARY STAMPEDE with respect to the Event, and the CALGARY STAMPEDE will reimburse LICENSEE for any amounts paid in advance of the Event.

13. DEFAULT

Without prejudice to any other right or remedy that the CALGARY STAMPEDE may have, if the LICENSEE fails to pay an amount due and owing hereunder, or the LICENSEE fails to comply with any of the provisions of this AGREEMENT, the CALGARY STAMPEDE may avail itself of any one or more of the following remedies at its discretion:

- (a) terminate this Agreement;
- (b) remove the LICENSEE and/or any of its exhibitors, contractors, sub-contractors, employees, agents, representatives, patrons and guests, from the Premises;
- (c) provide the LICENSEE the opportunity at the LICENSEE'S expense to either remedy the default to ensure that the terms of this Agreement are fulfilled;
- (d) claim such damages as may have been sustained by the CALGARY STAMPEDE in consequence of the LICENSEE'S breach of this Contract; or
- (e) any other remedy available to the CALGARY STAMPEDE at law or in equity.

14. FORCE MAJEURE

- (a) Neither Party shall be in breach of its obligations under this Agreement or incur any liability to the other Party to the extent that it is prevented from carrying out those obligations (including using, or permitting use of, the Premises for the Event) as a result of an Event of Force Majeure. If a Party wishes to claim protection in respect of an Event of Force Majeure (the "Impacted Party"), it shall notify the other Party of the nature and effect of such Event of Force Majeure upon the performance of such Party's obligations, and shall thereafter keep the other Party informed until such time as it is able to perform its obligations. The Party claiming the Event of Force Majeure shall use its commercially reasonable efforts to mitigate the effect of the Event of Force Majeure, provided that, neither Party shall be obliged to settle any strike, lock out, work stoppage, labour dispute or such other industrial action by its employees, nor shall the CALGARY STAMPEDE be required to find alternative event space for the LICENSEE.
- (b) If it is reasonably determined, having regard to the nature of the Event of Force Majeure, that the use, or continued use, of the Premises for the Event, as intended by this Agreement, is not possible, then either Party may give written notice to the other to terminate this Agreement effective as of the date of the notice. Alternatively, the Parties may, if commercially reasonable, agree to modifications to this Agreement that are equitable, having regard to the nature of the Event of Force Majeure and that are consistent with legal and statutory requirements, in order to permit the Event to proceed, subject to any such agreed modifications.
- (c) In the event this Agreement is terminated pursuant to Section 14(b), then:
 - (i) if this Agreement is terminated after the Event has commenced, the LICENSEE shall pay all amounts otherwise owing by the LICENSEE to the CALGARY STAMPEDE for the use of the Premises up to the time of such termination, and the LICENSEE shall not be permitted to any refunds for amounts it has paid; or
 - (ii) if this Agreement is terminated prior to the commencement of the Event, the CALGARY STAMPEDE shall have the right to retain all or a portion of the monies paid to it by the LICENSEE and setoff such amounts against its actual costs and expenses (without mark-up or profit and in accordance with the payment provisions herein) as a result of the performance by the CALGARY STAMPEDE of all or any portion of its obligations in this Agreement prior to the date of termination. Any surplus amount remaining after such deductions have been determined and retained by the CALGARY STAMPEDE shall be refunded to the LICENSEE.
- (d) For the purpose of this Agreement, an "Event of Force Majeure" means any circumstance whatsoever that is unforeseen and not within the reasonable control of the Party affected and, subject to the foregoing, shall include, but not be limited to:
 - (i) fire, tornadoes, floods, or such other extreme weather or environmental conditions, or other acts of God;
 - (ii) total or partial destruction of the Premises caused by any Force Majeure Event set out in subclause (i);
 - (iii) pandemic, epidemic, public health emergency, communicable disease outbreak (including, but not limited to COVID-19);

- (iv) strikes, lockouts, work stoppages, labour disputes or widespread illness among staff or others;
- (v) in relation to a Party, non-performance by a counter-party to a contract relating to the Party's business by reason of an event or circumstance that would constitute an Event of Force Majeure under this Agreement;
- (vi) acts of war (whether declared or undeclared), invasion, acts of terrorists, blockade, embargo, riot, public disorder, violent demonstrations, insurrection, rebellion, civil commotion and sabotage;
- (vii) curtailment of travel by a relevant governmental or judicial authority preventing at least 30% of the contracted number of attendees from traveling to or from the Premises using commercially reasonable methods;
- (viii) a governmental advisory or order prohibiting or advising against gatherings of the size or nature contemplated by this Agreement; or
- (ix) any legal prohibition on a Party's ability to conduct the Party's business, including passing of a statute, decree, regulation, advisory or order by a relevant governmental or judicial authority that materially impedes the Party from conducting the Party's business.

15. RELATIONSHIP

The LICENSEE covenants and agrees that the relationship between the CALGARY STAMPEDE and the LICENSEE constituted by this Agreement is solely that of an operator and a party licensed for temporary use of the Premises and the same shall not constitute the LICENSEE as a tenant, agent, servant, employee or representative of the CALGARY STAMPEDE nor shall the same constitute the LICENSEE as a partner of or joint venturer with the CALGARY STAMPEDE and this Agreement confers no interest in land upon the LICENSEE.

16. LICENSE, REGULATORY AUTHORITIES, RULES & REGULATIONS

The LICENSEE covenants and agrees:

- (a) that it will obtain from all necessary governmental authority all licenses and permits as may be necessary under applicable law for the Event during the Time;
- (b) that it will comply with all applicable laws, rules and regulations of the Government of Canada and the Province of Alberta and all bylaws, rules, resolutions, and requirements of the City of Calgary, and all rules and requirements of the police and fire departments or other municipal authorities of the City of Calgary, and will not do nor suffer to be done anything on the Premises in violation of any such laws, bylaws, rules, regulations, resolutions and requirements;
- (c) to abide by and conform to all rules, regulations, and requirements from time to time adopted or prescribed by the CALGARY STAMPEDE and its insurers;
- (d) that it will not admit people onto the Premises that would exceed the maximum capacity as permitted by the City of Calgary Fire Department;
- (e) that no fireworks producing pyrotechnic or sound effects shall be discharged within the Premises without the prior approval of the CALGARY STAMPEDE and the City of Calgary Fire Department;
- (f) that no portion of the sidewalks, entries, passages, vestibules, lobbies, halls, elevators or stairways on the Premises, or of the building(s) of which the Premises form a part shall be obstructed by the LICENSEE or used for any purpose other than for ingress to and egress from the Premises. The doors, windows, heating or cooling systems and house lighting attachments shall not be covered or obstructed by the LICENSEE;
- (g) that the LICENSEE shall not put up or operate without the consent of the CALGARY STAMPEDE any engine or motor or machinery, or use flammable substances on the Premises; nor shall it use any other agent than electricity for illuminating the Premises; nor bring or allow to be brought onto the Premises any materials or substance nor do any act or permit any act to be done which will increase the fire hazard of the Premises or affect any insurance held by the CALGARY STAMPEDE or render any such insurance liable to cancellation or invalid;
- (h) that it shall ensure compliance with all applicable legislation, by-laws and regulations including, but not limited to, the Alberta Fire Code, Electrical Protection Act, Gas Protection Act, the Occupational Health and Safety Act, the Alberta Liquor Control Act, Calgary Health Services - Food Establishment Policy and regulations made thereunder while occupying the Premises; and
- (i) it is the responsibility of the LICENSEE to ensure all neighboring events within premises will remain free from outdoor or indoor distractions, disturbances and interruptions including noise, odors, dust and debris that are known to interfere with concurring events. Sound checks require prior approval from the CALGARY STAMPEDE and the CALGARY STAMPEDE reserves the right to regulate and/or lower sound levels affecting any neighboring events.

Event activities causing distractions, interruptions and/or disturbances for neighboring clients will not be permitted.

17. EARLY TERMINATION DUE TO RENOVATIONS/REDEVELOPMENT

The LICENSEE covenants and agrees that the CALGARY STAMPEDE reserves the right, notwithstanding anything in this Agreement, to cancel all rights of the LICENSEE in the event the CALGARY STAMPEDE wishes to renovate or redevelop all or any portion of

the Premises by giving to the LICENSEE written notice of such cancellation. Notice of such cancellation shall be given at least 12 months prior to the Time of the commencement of the Event.

18. ENVIRONMENTAL

The LICENSEE covenants and agrees to take all reasonable measures to prevent, or minimize, any damage to the environment and the LICENSEE shall be responsible for the clean-up or other costs associated with any environmental damage.

19. MISCELLANEOUS

- (a) The LICENSEE covenants and agrees:
- (i) the CALGARY STAMPEDE and the City of Calgary, the Province of Alberta, the Government of Canada, their agents and employees, and any persons authorized by the above, shall have the right to enter and/or inspect any part of the Premises during the Time;
 - (ii) subject to Article 4, the CALGARY STAMPEDE at its sole discretion may amend non-material terms and conditions of this Agreement not pertinent to the Event. For purposes of this Section 19(a)(ii), such amendments may include changes to the name of the Calgary Stampede Park or venues within, sponsorship changes, modifications to a booked space as set out in Attachment A;
 - (iii) if an obligation, right or covenant of this Agreement is conditional upon the prior permission of the CALGARY STAMPEDE, such obligation, right or covenant shall not be undertaken until that permission is first received by the LICENSEE. the CALGARY STAMPEDE may exercise absolute discretion in granting or withholding such permission except as otherwise provided herein and may require the LICENSEE to apply for such permission or consent using a form as may be determined by the CALGARY STAMPEDE;
 - (iv) the CALGARY STAMPEDE shall have the right to revoke, suspend, or propose amendments to this Agreement in the event of either a strike, lockout or any other labour dispute or widespread illness among staff or others, that directly or indirectly involves the CALGARY STAMPEDE or the LICENSEE and which, in the reasonable judgment of the CALGARY STAMPEDE, may adversely affect the CALGARY STAMPEDE or any of its activities or its or LICENSEE'S ability to perform their respective obligations in this Agreement. If the CALGARY STAMPEDE proposes variations to this Agreement to accommodate or mitigate the effects of a strike, lockout, labour dispute or illness, and Licensee does not accept such proposed variations, acting reasonably, then the CALGARY STAMPEDE shall be permitted to terminate this Agreement without any liability to the LICENSEE;
 - (v) any matters not expressly provided for in this Agreement shall require the prior permission of the CALGARY STAMPEDE, such permission to be provided at its discretion;
 - (vi) that it shall not assign this Agreement or any of the benefits provided herein or part with possession of the Premises during the Time of use thereof granted to it according to the terms hereof either in whole or in part without the express written consent of the CALGARY STAMPEDE, which consent may be granted or withheld in the sole discretion of the CALGARY STAMPEDE, and any such disposition or attempt thereat shall be null and void;
 - (vii) all monies received in advance of the Event shall be non-interest bearing; and
 - (viii) to pay collection fees as may be incurred by the CALGARY STAMPEDE in enforcing its rights in this Agreement, including solicitor fees.
- (b) This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta, and the federal laws of Canada applicable therein, without regard to any choice of law or conflicts of law provisions, and each Party agrees to attorn to the exclusive jurisdiction of the Courts of the Province of Alberta to resolve any disputes in connection herewith.
- (c) This Agreement constitutes the Parties' entire agreement with respect to the subject matter hereof. If any term or condition herein shall be held invalid, unenforceable, or against public policy, such term or condition shall be deemed severable, and the validity, binding effect, and enforceability of the remaining provisions shall not be affected. Failure of either Party to enforce any of the terms and conditions herein shall not prevent a subsequent enforcement of such terms and conditions or be deemed a waiver of any subsequent breach.
- (d) This Agreement shall enure to the benefit of and be binding upon the CALGARY STAMPEDE and the LICENSEE and its successors and permitted assigns.

Attachment C - Additional Terms and Conditions

1. The CALGARY STAMPEDE reserves the right to charge LICENSEE for additional labour charges in the event the setup is changed or modified during the Event.
2. In addition to the additional charges identified above or in this Agreement, the CALGARY STAMPEDE reserves the right to charge for gratuities, bar/wine service, any costs associated with additional audio/visual requirements, and any costs associated with additional decor or entertainment coordinated by LICENSEE.
3. The use of live or recorded music at events requires a license and is subject to Entandem fees. Fees are collected by the Calgary Stampede on behalf of Entandem (RE:SOUND and SOCAN) who then distributes to songwriters, composers, record companies, music publishers and performing artists so that they are compensated for the use of their music. More information can be found at www.entandemlicensing.com. To the extent LICENSEE uses live or recorded music, such fee will be added to all invoices issued to, and will be payable by, the LICENSEE.
4. A Goods & Services Tax (GST) of 5% will be added to each invoice, as applicable and in accordance with law.
5. LICENSEE shall pay all invoices within net 30 days of billing. Any amounts not paid when due shall be charged interest at 2% per month calculated and compounded monthly. Such interest shall be applied and shall continue to accrue until payment has been made in full. The form of invoice is set out as Attachment D.
6. All services and related charges to include security deposit are to be estimated pre-event and paid in full, fourteen (14) days prior to move-in date, by cash, bank draft or electronic funds transfer. If required services are yet to be defined, a similar event or prior years' experience will be the basis for the event estimate.
7. Maximum capacity of the space contracted above can be found in the Event Planning Guide document. The actual maximum capacity will be determined by the Calgary Fire Department upon approval of the formal and accurate floor plan submitted by the Licensee. The Licensee agrees to abide by and not to exceed the capacities once determined by the proper authorities. In the event that LICENSEE'S attendance changes from the time of booking, the Calgary Stampede reserves the right to re-evaluate which venue space best meets the need of both Parties.
8. The LICENSEE covenants and agrees that it shall provide THE CALGARY STAMPEDE fifty (50) complimentary tickets to the Event;
9. The LICENSEE covenants and agrees:
 - (a) that if the Event involves box office ticket sales:
 - (i) the CALGARY STAMPEDE retains the exclusive right to operate all novelty concessions and/or program sales on behalf of the LICENSEE at a 35% commission of gross sales, or at a commission of 25% where the LICENSEE provides its own vendors. Gross novelty and program revenue shall mean the aggregate of the proceeds from the sale of novelties and programs for each Event, and in all cases exclusive of the amount of any Federal, Provincial, or Municipal tax, or taxes levied or payable in respect of novelties and programs;
 - (ii) it will indicate to the CALGARY STAMPEDE at least ten (10) days prior to the Event that it will be providing souvenirs, novelties or programs; and
 - (b) all other types of Events:
 - (i) the CALGARY STAMPEDE shall have the right to sell its own souvenirs, novelties and programs at all Events;
 - (ii) the CALGARY STAMPEDE reserves the right to withhold space in the Premises without compensation to the LICENSEE in order to sell its own souvenirs, novelties and programs; and
 - (iii) the LICENSEE will provide only such souvenirs, novelties and programs of quality and value that the CALGARY STAMPEDE determines is suitable, fair, and reasonable for the public to purchase.

**Attachment D - Deposit Invoice**

Invoice #: 120207-01

Due: 2026-03-31

Event: Canadian Team Penning Cattle Association National Finals (120207)
Event ID: 120207
Start Date: Wednesday, October 7, 2026
Account: Canadian Team Cattle Penning Association
Contact: ~~Brad Richardson~~ *Spencer Gamache-89*

Deposit Description	Due	Amount Due
Initial Rental Deposit - Non-refundable (includes GST)	31-Mar-2026	\$5,000.00
Total Deposit Due:		\$5,000.00

All Funds to be paid in Canadian Dollars.**Pay via EFT or Wire:**

Bank Name: **Bank of Montreal** Account Name: **Calgary Exhibition and Stampede**
Bank Account Number: **0000-382** Branch Number: **00109** Institution Number: **001**
Currency: **Canadian Dollar** Swift Code: **BOFMCAM2**

Please e-mail the EFT/Wire payment details, including the invoice number to PaymentsandCash@calgarystampede.com.**Pay via Cheque:**

Please make cheques payable to:
Calgary Exhibition & Stampede
P.O. Box 1060 Station M
Calgary AB T2P 2K8
Attention: Payments & Cash - 2nd Floor BMO Centre

**** Credit card payments to a maximum of \$5,000 per event ****Licensee Initials: *SG*