

Re-thinking the HarbourCats Contract in a Municipal Park #2



1

City Contract with HarbourCats, section 8.1

During the Baseball Season, the Licensee may install, at its sole cost and expense, third party advertising signs within the Facility and may retain all revenue derived from such third party advertising, provided that:

Smoking ad next
to City of Victoria
kids program
booth



2

Good governance = less discretionary powers

(a)

the location and content of all third party advertising must **be approved by the Director**, such approval not to be unreasonably withheld. Without limiting the foregoing, the City shall provide the Licensee with **a letter generally defining the type and content of advertising that will be permitted**;

(b)

on days other than Scheduled Game Days, the City and other Facility users will be entitled to temporarily cover any third party advertising signs placed by the Licensee, provided that the City and its other Facility users will be responsible to ensure that any such temporary signs or sign coverage are removed before Scheduled Game Days; and

Time and money the city doesn't have to police content, and cover ads between games.

3

The contract is weakened 11 times by too much discretion. Sometimes with a lot of money at stake.

5.9

If, **in the opinion of the Director**, the Licensee is liable to pay the City for damage caused to the Facility or the loss of equipment or other chattels, and if the Licensee fails to pay the City for such loss or damage within thirty (30) days of a demand in writing from the City, the City may hold back any such amount the Director deems is owing to the City from the Licensee's share of the Gross F&B Revenue.

4

Good clauses are not enforced

- 9.13
- The Licensee will meet regularly, and work cooperatively, with representatives of the North Park Neighbourhood Association and Fernwood Neighbourhood Resource Group Society to discuss and resolve community issues related to the Licensee's use of the Facility.

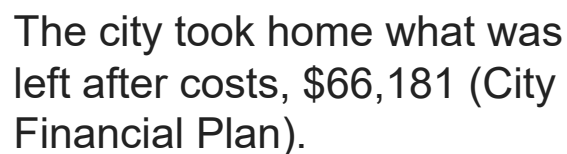
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Flyball danger is ongoing and urgent: don't leave this up to HarbourCats choice

- 7.4
- **If the Licensee chooses**, it may at its sole cost, and within such reasonable period of time as the City directs, install additional safety netting at the Facility to **prevent baseballs from** leaving the playing area and causing injury or damage to property.

6

- Net payment to HC of \$10,756.98 from city 2019, data submitted to city.

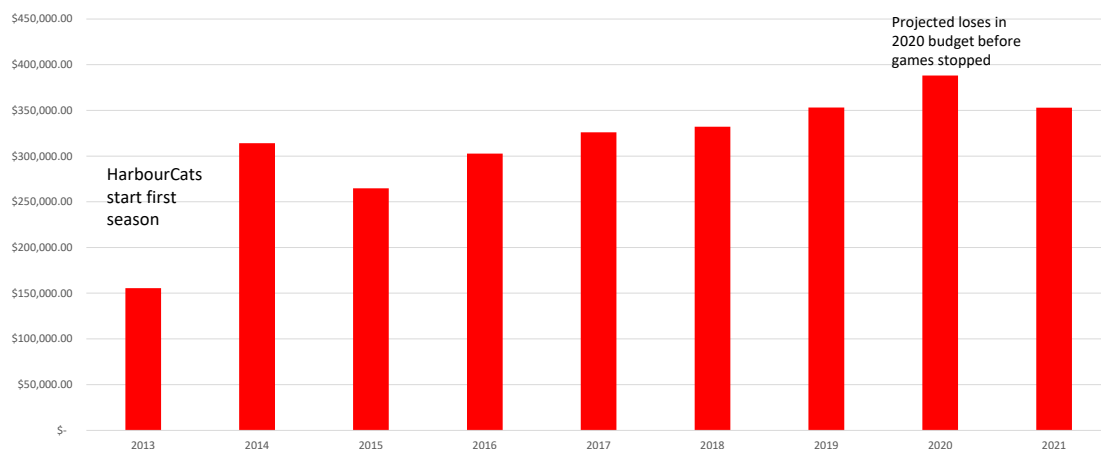


Key points to consider for renegotiating.

- the team does not pay their players
- they only pay the city (*e.g.*, \$1000 per game) when they use the park
- they only commit to using the park 20 times a year
- the fields are held for them as a priority; the maintenance is footed by the city
- The liquor licence is maintained by the city, but 30 % gross revenue goes to the HarbourCats
- The HarbourCats get advertising revenue, including \$30,000 from Wilson Group for the right to name stadium “Wilson’s Group Stadium at RAP”.
- Too much discretion to waive contract points makes a reasonable contract unpredictable.

9

Royal Athletic Park loses



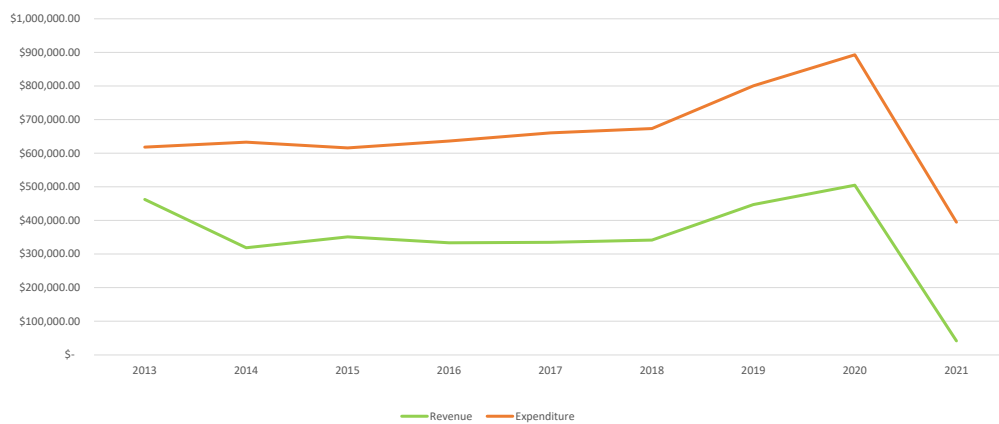
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The more you make, the more you lose



11

Subsidy to HarbourCat tied to games



12

Economic benefits of stadiums don't pan out.

- A multitude of studies have shown that the economic benefit of stadiums rarely if ever actually pan out.
- The Royal Athletic Park is a dead zone. It is a full city block of fenced off inactivity for 275 days/year.
- I challenge anyone to find a time these seats were used in last 8 years.

