

NEW WESTMINSTER

DEC 28 2018

CIVIL REGISTRY

File no. 209759

New Westminster Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

BETWEEN:

THE REDEEMED CHRISTIAN CHURCH OF GOD, BRITISH COLUMBIA

Petitioner

AND:

CITY OF NEW WESTMINSTER

Respondent

AFFIDAVIT OF RONALD BROWN

I, Ronald Brown, of the District of Mission, in the Province of British Columbia SWEAR THAT:

1. I am the administrator for the Redeemed Christian Church of God, British Columbia and as such have personal knowledge of the matters and facts hereinafter deposed to by me, except where same are stated to be based upon information and belief, in which cases I believe them to be true.
2. The Redeemed Christian Church of God, British Columbia, also known as Grace Chapel ("Grace Chapel"), is a parish of the Redeemed Christian Church of God, an international Christian denomination. Grace Chapel is a multi-ethnic church that meets in New Westminster, British Columbia. Grace Chapel does not own any facilities, but rents meeting space in New Westminster for its Sunday services, events and office needs.

3. For some of its events, Grace Chapel has previously rented space in the Anvil Centre, a conference and event centre owned by the City of New Westminster.
4. In December 2017, Grace Chapel began to plan a one-day youth conference for July 21, 2018 (the "Conference").
5. On or about December 20, 2017, Grace Chapel's Teens' Pastor, Seun Salami submitted an inquiry to the Anvil Centre about booking space for the Conference, among other things. On December 22, 2017, Mary Kyritsis, Sales Manager at the Anvil Centre responded to Mr. Salami by email providing further information. See submission form and email response attached as **Exhibit "A"** to this Affidavit.
6. On or about May 15, 2018, I called the Anvil Centre and spoke with Heidi Hughes, Director of Sales and Marketing, about booking space for our Conference. Following my conversation with Ms. Hughes, I received an email from Maria Tashkova on May 17, 2018, providing me with the Anvil Centre's preliminary "Proposal" on behalf of Ms. Hughes. See email and "Proposal" attached as **Exhibit "B"** to this Affidavit.
7. I contacted Ms. Tashkova and confirmed our intention to proceed with renting space at the Anvil Centre (the "Rental"). On May 18, 2018, Ms. Tashkova thanked me for "confirming your event at Anvil Centre on July 21", and provided a "License Agreement and Event Resume" and Credit Card Authorization form. See email and attachments attached as **Exhibit "C"** to this Affidavit. Ms. Tashkova offered to give a tour of the space and concluded by stating, "We look forward to welcoming your group in July."
8. On May 22, 2018, I toured the space for the Rental at the Anvil Centre.

9. On May 23, 25, 27 and 28, 2018, Ms. Tashkova and I exchanged emails addressing additional details for the Rental, including receiving the charitable rental rate. See emails attached as **Exhibit “D”** to this Affidavit.
10. On May 25, 2018, Kathy McLellan of the Anvil Centre emailed me to provide notice that the signed contract and first deposit payment were due on May 28, 2018. See email attached as **Exhibit “E”** to this Affidavit.
11. On May 27, 2018, I emailed Ms. McLellan our signed License Agreement, executed on May 25, 2018, to rent space at the Anvil Centre for the Conference. See email and signed License Agreement attached to this affidavit as **Exhibit “F”**.
12. On May 28, 2018, Ms. McLellan emailed me to acknowledge receipt of the License Agreement (email attached to this affidavit as **Exhibit “G”**).
13. On May 29, 2018, I emailed to the Anvil Centre a revised Event Proposal reflecting the 15% non-profit discount (email and Event Proposal attached to this affidavit as **Exhibit “H”**). I also paid the required deposit of \$1000.00 for the Rental on May 29, 2018 (payment receipt attached as **Exhibit “I”** to this affidavit).
14. From May 29 to June 15, 2018, I continued to exchange emails with the Anvil Centre staff concerning the details of the Rental. See emails attached as **Exhibit “J”** to this Affidavit.
15. On June 20, 2018, I paid the remaining \$974.70 owed for the Rental (payment receipt attached as **Exhibit “K”** to this affidavit).
16. Grace Chapel arranged for posters to be printed advertising the Conference. On Wednesday evening, June 20, 2018, a draft Conference Poster was displayed in a window of the space

Grace Chapel rents for its Sunday services. The Conference Poster listed the names of the individuals who were to speak at the Conference.

17. At 11:52 AM on June 21, 2018, AM 1130 News Radio posted on their website an article discussing the Conference and included an image of the Conference Poster (the “1130 News Radio Article”). The 1130 News Radio Article was updated at 6:16 AM on June 22, 2018. The updated version of the 1130 News Radio Article is attached to this affidavit as **Exhibit “L”**.

18. At 12:41 PM on June 21, 2018, Heidi Hughes, Director of Sales and Marketing for the Anvil Centre, sent an email to me (attached to this affidavit as **Exhibit “M”**) in which she stated, in part:

We became aware today, that one of your event speakers / facilitators, Kari Simpson, highlighted for your July 21st, 2018 event, vocally represents views and a perspective that run counter to City Of New Westminster and Anvil Centre booking policy.

Specifically, Anvil Centre booking policy *restricts or prohibits user groups if they promote racism, hate, violence, censorship, crime or other unethical pursuits*. In accordance with our policy we are informing you that we are cancelling your booking and will immediately process a refund for the entirety of your booking fee. [Emphasis in original]

19. I was surprised by Ms. Hughes sudden decision to renege the License Agreement and cancel the Rental. I telephoned her at approximately 1:00 PM on June 21, 2018. I asked her to reconsider her decision, but she refused. I explained to Ms. Hughes that no hate, racism or violence would be promoted at the Conference.

20. On that same afternoon, June 21, 2018, I sent Ms. Hughes an email, requesting the opportunity for “due process” and to discuss the matter further. See email attached to this Affidavit as **Exhibit “N”**.

21. Ms. Hughes responded to my request indicating a willingness to meet, but stated, "Please understand that this does not change our decision and the event is cancelled."
22. Ms. Hughes did not explain how she thought Grace Chapel had contravened or would contravene either the License Agreement or the Anvil Centre *Booking and Space Allocation Policy* (attached to this affidavit as **Exhibit "O"**).
23. On July 6, 2018, counsel for Grace Chapel wrote to Vali Marling, General Manager for the Anvil Centre, and copied Ms. Hughes, the Mayor and City Councillors of New Westminster, requesting that the Anvil Centre reverse its decision to cancel the Rental (attached to this affidavit as **Exhibit "P"**). The Anvil Centre and the City of New Westminster did not respond to the letter, despite its express request for a response by July 11, 2018.
24. I swear this Affidavit *bona fide* in support of Grace Chapel's petition for judicial review, and for no improper purpose.

SWORN BEFORE ME at

MISSION
British Columbia, on this 27th
day of December 2018.


Commissioner for Oaths

HERBERT J. DUNTON
Barrister and Solicitor
3261(B) Rathrevor Court
Abbotsford, B.C. V3G 2X8
Email: herby.dunton@gmail.com
24-807-0102


RONALD BROWN

From: Seun Salami [mailto:seun.salami@hotmail.com]
Sent: Wednesday, December 20, 2017 5:06 PM
To: External-AnvilCentre
Subject: Anvil Centre Inquiry from Seun Salami

First Name

Seun

Last Name

Salami

Organization/Company

RCCG BC

Phone

7788857514

Emailseun.salami@hotmail.com**Type of event**

Conference

Subject

Ballroom North Prices

Notes

Hello,

I'll like to know:

(1) the cost of using the smallest of the Ballroom North meeting rooms for 4 hours on a Sunday morning every week for a small youth group

(2) cost of two of the rooms combined for a one off Saturday evening youth conference for 2.5 hours.

Is it also possible to see what the rooms look like without having to come down there?

Thanks

THIS IS EXHIBIT " A "
referred to in the Affidavit of
Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]

From: Mary Kyritsis <mkyritsis@anvilcentre.ca>
Sent: Friday, December 22, 2017 8:52:55 AM
To: 'seun.salami@hotmail.com'
Subject: RE: Anvil Centre Inquiry from Seun Salami

Dear Seun,

Thank you for your interest in Anvil Centre.

We would be pleased to welcome your group. We do have a booking policy window, and as such cannot confirm our rental space on a weekly basis. We would be able to book each event date 3 weeks prior, if the space is available at the time of booking. Would this work for your planning? When is your first meeting date?

What is your preferred room layout and how many people are you expecting? Will you require any audio visual or a stage? The room rental fee for Ballroom North ranges from \$380-\$1000 per day, plus a setup labour fee of \$512-\$768 will also apply. The setup fee amount depends on your final setup requirements.

Will you require any catering? Please click on the following link to view a copy of our current Catering Menu <http://anvilcentre.com/media/AnvilCentre-Catering-Menu-2017-1.pdf> Menu items and prices are subject to change and catering menu prices can only be guaranteed 3 months prior to your meeting date.

All aforementioned prices do not include applicable taxes and service charge.

Please call me if you have any questions or if you would like to check availability for your next meeting date.

Kind regards,
Mary



Marty Moore <mmoore@jccf.ca>

FWD: RCCG BC July 21, 2018 Anvil Centre Proposal

Marty Moore <mmoore@jccf.ca>
Draft

Wed, Dec 19, 2018 at 7:34 PM

Subject: RCCG BC July 21, 2018 Anvil Centre Proposal
From: "Maria Tashkova" <mtashkova@anvilcentre.ca>
Date: 5/17/18 4:12 pm
To: admin@rccgbc.org

Hello Ronald,

Attached is our Proposal to host your event on July 21, 2018 which I am sending on behalf of Heidi Hughes. This is a preliminary proposal, which we can revise once we are provided with more details. If you wish to proceed with booking the event please let us know and we will prepare and send over our license agreement with deposit schedule for your review and signature.

Should you have any questions, please do not hesitate to get in touch.

Thank you,
Maria

Maria Tashkova | Coordinator Conference & Event Sales, Anvil Centre
T 604-636-4460 | E mtashkova@anvilcentre.ca

City of New Westminster | Office of the Chief Administrative Officer
777 Columbia Street, New Westminster, BC V3M 1B6
www.anvilcentre.ca

THIS IS EXHIBIT " B "
referred to in the Affidavit of
Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]



ANVIL CENTRE
NEW WESTMINSTER

Proposal

May 17, 2018 4:07 pm

Event # 10056

Redeemed Christian Church of God July 21, 2018

Event Contact	Bill-to Contact	Onsite Contact
Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Anvil Centre Team

Event Mgr:	Sales Mgr: Heidi Hughes
Phone:	Phone: 604-515-3815
E-Mail:	E-Mail: hhughes@anvilcentre.ca

Note

Please note staffing charges on this document are an estimate only. Staffing costs will be reconciled on the final invoice. Catering menu items & pricing are subject to change, and will be guaranteed 3 months prior to event date.

Function Summary

Saturday, July 21, 2018

9:00 am	5:00 pm	Staffing		
9:00 am	5:00 pm	Room Set	Ballroom West	150 ppl
10:00 am	4:00 pm	Event	Ballroom West	150 ppl

Space Rental Charges

Space	Start	End	Rate	Amount
Ballroom West	Jul-21-18 9:00 am	Jul-21-18 5:00 pm	1,400.00/Day	1,400.00
Estimated Room Rental Charges Subtotal:				\$1,400.00
Total Estimated Room Rental:				\$1,400.00

Functions

Saturday, July 21, 2018

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Staffing		0
			<u>Qty</u>	<u>Rate</u>
				<u>Charges</u>
Event Management		Room Set Up/Restore Labour	16.00 HR	\$32.00
				\$512.00
9:00 am	5:00 pm	Room Set	Ballroom West	150
			<u>Qty</u>	<u>Rate</u>
				<u>Charges</u>
Event Management		Theatre Style	1.00 Days 150.00 PRS	
		Padded Banquet Chairs	150.00 EA	
		Podium	1.00 EA	\$50.00
				\$50.00
Audio Visual		Podium Mic	1.00 Days 1.00 EA	\$40.00 /Day
				\$40.00
		Subtotal:		\$90.00

Proposal
Redeemed Christian Church of God

May 17, 2018 4:07 pm
Event # 10056

Saturday, July 21, 2018 (continued)

Start	End	Function	Room	Attendance
10:00 am	4:00 pm	Event	Ballroom West	150
Taxes & Service Charges				
				<u>Charges</u>
				<u>Taxable Amt</u> <u>Rate</u>
PST				50.00 7.00 \$3.50
GST				2,002.00 5.00 \$100.10
Total Estimated Taxes and Service Charges:				\$103.60
Total Estimated Charges:				\$2,105.60

Event Services Summary	Charges
Space Rental	\$1,400.00
Event Management	\$562.00
Audio Visual	\$40.00
PST	\$3.50
GST	\$100.10
	<u>\$2,105.60</u>

All invoicing will be reconciled post event

Client Signature _____ Date: _____

***** END OF REPORT *****

12/21/2018

FWD: RCCG BC July 21, 2018 Anvil Centre License Agreement - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RCCG BC July 21, 2018 Anvil Centre License Agreement
From: "Maria Tashkova" <mtashkova@anvilcentre.ca>
Date: 5/18/18 12:08 pm
To: admin@rccgbc.org

Hello Ronald,

Thank you for confirming your event at Anvil Centre on July 21.

Attached please find a copy of the License Agreement and Event Resume, which outlines your event details.

Please refer to the **Schedule of Deposits and Payments** on the last page of this Agreement for due dates.

Kindly return a signed copy of the License Agreement, along with the completed Credit Card Authorization form if you would like to pay by credit card. We do not require a signed copy of the Event Resume, this is just for your information.

I would be happy to give you a tour of the Ballroom on Tuesday. Would 10:30am work for you?

If you have any questions, please do not hesitate to contact me.

We look forward to welcoming your group in July.

Kind regards,

Maria

Maria Tashkova | Coordinator Conference & Event Sales, Anvil Centre
T 604-636-4460 | E mtashkova@anvilcentre.ca



City of New Westminster | Office of the Chief Administrative Officer
777 Columbia Street, New Westminster, BC V3M 1B6
www.anvilcentre.ca

THIS IS EXHIBIT " C "
referred to in the Affidavit of Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]

License Agreement

May 18, 2018 11:42 am

Event # 10056

Redeemed Christian Church of God Saturday, July 21, 2018

Licensee	Client Contact
Redeemed Christian Church of God 100 – 60 Eighth Street New Westminster, BC V3M 3P1 Canada Main 604 526 7732	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Agreement Between

This License Agreement between The City of New Westminster herein "Anvil Centre", a Corporation incorporated pursuant to the laws of the Province of British Columbia, of 777 Columbia Street, New Westminster, BC, V3M 1B6, phone 604.515.3830 and the "Licensee" named in Schedule "A".

WITNESSETH:

1) License

In consideration of the License Fee to be paid by the Licensee to Anvil Centre in the manner set out herein and the covenants and agreements contained herein, Anvil Centre hereby grants to the Licensee a License to use those portions set forth in Schedule "A" (the "Premises") of the Anvil Centre Facility (the "Centre") solely for the purpose of the "Event" described in Schedule "A" for the period of time set forth in Schedule "A" (the "License Period") upon the terms and conditions specified herein. Special terms and conditions, if any, are set forth in Schedule "B". In the event of a conflict between the special terms and conditions contained in Schedule B and this License Agreement or any other attachments hereto, the special terms and conditions shall prevail.

2) License Fee

The Licensee shall pay to Anvil Centre a fee (the "License Fee") for the granting of the License, together with any applicable taxes, by way of those deposits and payments set forth in Schedule "A", which License Fee shall be the aggregate of:

- the "Basic Rent" being the Total Room Rental set forth in Schedule "A";
- the "Service Charges" being Anvil Centre's charges, calculated at Anvil Centre's rates in effect at the time of the Event, for the services and staff provided by Anvil Centre for the Event, whether such services and staff were required by Anvil Centre or were requested by the Licensee. Anvil Centre's estimate of the Service Charges, based on Anvil Centre's and the Licensee's current determination of the requirements for the Event and on current rates, is set forth in Schedule "A";
- the "Food & Beverage Charges" being all charges for food and beverage service provided to the Licensee at Anvil Centre's rates in effect at the time of the Event;
- all other amounts payable by the Licensee pursuant to this License Agreement; and
- interest calculated at 1.5% (one and a half percent) per month or portion thereof and compounded monthly, equivalent to 19.56% (nineteen point five six percent) per annum, on:
 - any deposits payable pursuant to this License Agreement that are not paid within 7 days from the due date as specified herein; and
 - any amounts owing to Anvil Centre that are not paid within 30 days from the date of invoice therefore.

3) License Insurance

- The Licensee shall obtain and maintain in force during the, License Period, and any Move-In and Move-Out Periods the following insurance coverage in a form satisfactory to Anvil Centre:
 - Comprehensive General Liability insurance with a minimum limit of \$2,000,000, per occurrence, covering bodily injury to, death of, or property damage to, third parties, and Anvil Centre property not in the care, custody and control of the licensee and such policies of insurance shall include Anvil Centre, City of New Westminster as Additional Insureds and shall contain a cross liability clause; and
 - Tenant's Legal Liability insurance with a minimum limit of \$1,000,000 covering Anvil Centre property in the care, custody and control of the Licensee.
- Written evidence in the form of a certificate or certified copy of an insurance policy issued by the insurer shall be delivered to Anvil Centre sixty (60) days prior to the Event, and shall contain an undertaking by the insurer not to cancel or limit the insurance coverage so described except upon thirty (30) days prior written notice served on Anvil Centre.
- The Licensee shall ensure that all personnel engaged by or on behalf of the Licensee shall be covered by Workers' Compensation

License Agreement
Redeemed Christian Church of God

May 18, 2018 11:42 am
Event # 10056

insurance, or equivalent, where required by law.

- d) Anvil Centre may, at its option, and with seven (7) days' notice, require additional parties as Additional Insureds or require increases in types or amounts of insurance.
- e) The Licensee acknowledges that Anvil Centre does not insure the Licensee's property and that the Licensee has been advised to insure its property whilst such property is on or about the Premises and that if the Licensee omits to so insure its property, it shall do so at its own risk and Anvil Centre shall not be liable for any loss or damage to the Licensee's property no matter how or by whom caused. Any insurance policies obtained by the Licensee for its own property shall contain a waiver of subrogation in favour of Anvil Centre.

4) Staff and Services

- a) Anvil Centre may determine that certain minimum staff and services are provided for the Event to maintain order, safety and operating standards at the Centre.
- b) Anvil Centre has granted, and may grant, to third parties, rights to provide certain services and products at the Centre as official suppliers or sponsors, and therefore, Anvil Centre may require certain types of services or products for the Event to be obtained from Anvil Centre or through Anvil Centre's contracting system and to establish rules and policies in respect of such services or products. At the time of entering into this License Agreement, Anvil Centre retains the exclusive right to provide and control throughout the Centre, and to retain all revenues from, the following services and products: i) food and beverage products and services, including concessions and catering and the sale of alcoholic as well as non-alcoholic beverages; ii) electrical services; iii) housekeeping; iv) mobile and lift equipment operators; v) move in/out security; vi) plumbing; vii) rigging; and viii) telecommunication, internet ix) valet parking, and any other services related to the Event. Anvil Centre may establish additional exclusive services and products between the date hereof and the commencement of the Event, in which case Anvil Centre shall notify the Licensee of the additional exclusive services and products and the Licensee shall utilize such exclusive services or products, unless the Licensee provides reasonable proof that, at the time of notification, the Licensee had already entered into a contract with a third party to provide such services or products for the Event.
- c) Any personnel, staff or services provided by the Licensee shall be the responsibility of the Licensee. The Licensee shall ensure that the engagement and the actions of any personnel who are the responsibility of the Licensee will not lead to any labour dispute or disruption involving such personnel or any other personnel engaged at the Centre. Any personnel which are the responsibility of the Licensee and whose conduct is, in the opinion of Anvil Centre, disorderly, disruptive or objectionable shall be promptly removed from the Centre by the Licensee upon Anvil Centre's request without the Licensee having any claim or recourse against Anvil Centre for any loss, costs, damages or expenses incurred or suffered by the Licensee by or as a result of the said removal.
- d) The Licensee shall provide Anvil Centre with a list of all contractors it intends to use at the Centre. Except where the Licensee has received prior approval from Anvil Centre, Anvil Centre may deny access to the Centre to any contractor (or the employees of any contractor) that is not in good standing with Anvil Centre.

5) Licensee's Indemnity

The Licensee covenants to indemnify and save harmless Anvil Centre, its directors, officers, employees and agents from and against any and all liabilities, losses, claims, demands, costs and expenses whatsoever (including lawyers' fees and litigation expenses on a solicitor and own client basis) to which Anvil Centre, its directors, officers, employees or agents may become subject at any time either before or after the expiration or termination of this License Agreement as a result of the breach by the Licensee of any covenant, agreement, term or condition of this License Agreement or as a result of or in connection with the use or occupation of the Premises or the Centre by, or by reason of any act or omission of, the Licensee or its servants, agents, employees, licensees, invitees or attendees of the Event except to the extent that Anvil Centre is liable or responsible under paragraph 6(a).

6) Limitation of Liability

- a) Anvil Centre shall not be liable or responsible for:
 - i) any loss, damage or injury to any person or property in or around the Centre, unless due to its own acts or omissions;
 - ii) any interference or inconvenience caused by damage to the Premises or the Centre or by failure or interruption in the supply of water, electricity, heat, light, air conditioning or any other facility or utility, unless due to Anvil Centre's negligence or willful misconduct. Anvil Centre shall use reasonable diligence to restore any such services when they are interrupted. If any failure or interruption in the supply of such services is due to causes beyond the control of Anvil Centre and is of such magnitude that the Event cannot effectively continue, the terms of paragraph 7) c) shall apply; and
 - iii) indirect, special, punitive or consequential loss or damage of any kind, whether or not it was advised of the possibility of such loss or damage.
- b) The Licensee acknowledges that from time to time construction or repairs may be undertaken by Anvil Centre in the Centre, or by third parties beyond the control of Anvil Centre in the vicinity of the Centre and accepts that there may be noise and other disturbances during the Event owing to such construction or repairs. Anvil Centre on becoming aware of any construction or repairs that are likely to impact the Event agrees to advise the Licensee of such construction or repairs and agrees to make

License Agreement

May 18, 2018 11:42 am

Event # 10056

Redeemed Christian Church of God

commercially reasonable efforts to minimize the impact of such construction or repairs on the Event. If the noise or other disturbances adversely affect the Event, the Licensee and Anvil Centre, both acting reasonably, shall negotiate a refund from Anvil Centre to the Licensee, such refund not to exceed the aggregate of the Basic Rent, the Service Charges and Food and Beverage Charges for food and beverage not already consumed.

7) Cancellation and Termination

- a) The Licensee covenants and agrees to give notice to Anvil Centre of the cancellation of the Event immediately upon the necessity or desire for cancellation becoming known to the Licensee and upon such notice of cancellation:
 - i) all rights granted to the Licensee pursuant to this License Agreement shall cease and Anvil Centre shall be at liberty to use the Premises during the License Period in such manner and for such purposes as it sees fit without liability or accountability to the Licensee in any respect whatsoever;
 - ii) all monies paid to Anvil Centre by the Licensee on account of the License Fee shall be forfeited to Anvil Centre; and
 - iii) the Licensee shall reimburse Anvil Centre, on demand, for all additional costs, expenses and losses incurred by Anvil Centre as a result of the cancellation provided that the Licensee's aggregate liability under this paragraph 6(a) shall not exceed the License Fee.
- b) In the event that the Licensee is in default of any provision of this License Agreement and fails to correct or cure such default to the satisfaction of Anvil Centre within such period of time as is set out in a written notice from Anvil Centre, in addition to all other remedies that may be available to Anvil Centre in law or in equity, Anvil Centre shall have the right, at its sole option, to revoke the License and the Licensee shall pay to Anvil Centre, on demand, the entire License Fee together with all additional costs, expenses and losses incurred by Anvil Centre (as determined by Anvil Centre, acting reasonably) as a result of the default by the Licensee and the subsequent revocation of the License by Anvil Centre. Notwithstanding the foregoing, if the default involves public safety or immediate waste or damage to the Centre, a time period to cure the default shall not be required. In the event of any revocation of the License pursuant to this paragraph 7(b), the Licensee shall not have any direct or indirect right of action at law or in equity against Anvil Centre for any loss or damage of any nature or kind whatsoever suffered by the Licensee as a result of such revocation.
- c) In the event that any riot, act of terrorism, war, governmental order or regulation or formal advisory, embargo, Act of God, direct or indirect labour disturbance including strike, lockout or slow down, loss of Anvil Centre's entitlement to occupy the Premises, disruption to any local Airport or any cause beyond the reasonable control of the parties, makes it illegal or impossible to hold the Event or prevents more than 40% of the anticipated attendees from attending the Event, either party may revoke the License (or a portion thereof) by written notice to the other and no License Fee or other charges of any kind will be payable by the Licensee to Anvil Centre for the portion of the Event which has been cancelled. In the event of any revocation of the License pursuant to this paragraph 7(c), neither party shall have any direct or indirect right of action at law or in equity against the other party for any loss or damage of any nature or kind whatsoever suffered as a result of such revocation.

8) Premises

The Licensee covenants and agrees:

- a) To use and cause its employees, agents and invitees to use the Premises only for the purpose stipulated herein and for no other purpose.
- b) To leave the Premises at the conclusion of the License Period in the same condition and state of repair as received by it, reasonable wear and tear excepted.
- c) To observe and comply with, and cause its servants, agents, employees, licensees, invitees and attendees of the Event to observe and comply with, all rules, regulations and orders established from time to time by Anvil Centre.
- d) To observe and comply with, and cause its servants, agents, employees, licensees, invitees and attendees of the Event to observe and comply with, all laws including without limitation federal and provincial legislative enactments, municipal bylaws, including building by-laws, and any other governmental regulations from time to time in place that relate to the use of the Premises and to observe and comply with all police, fire and health regulations imposed by any governmental authority or insurance underwriters.
- e) To procure at its own expense all licenses or permits which may be required to operate or conduct the Event and to pay all taxes, fees and royalties, levied against it as a result of, or in connection with, the Event.
- f) That the Premises and the keys therefor shall at all times be under the charge and control of Anvil Centre and all persons authorized by Anvil Centre shall have the right from time to time to enter the Premises for any reasonable purpose and such entry shall be deemed not to be an interference with the Licensee and the Licensee's privileges granted by this License Agreement.
- g) Not to use or permit the Premises to be used for any performance, exhibition, entertainment or any other purpose which is illegal or which, in the reasonable opinion of Anvil Centre, is immoral, improper or may cause public disorder in or near the Premises.
- h) Anvil Centre may eject from the Centre any person or persons who, in the reasonable opinion of Anvil Centre, are conducting themselves in an objectionable, disorderly or disruptive manner and the Licensee hereby waives all claim for damages arising from the exercise of such right unless due to Anvil Centre's negligence or willful misconduct.

License Agreement

May 18, 2018 11:42 am

Event # 10056

Redeemed Christian Church of God

- i) That in the event that the Premises are not vacated and delivered up by the Licensee at the conclusion of the License Period, the Licensee shall indemnify and save harmless Anvil Centre from any resulting loss, costs, damages or expenses incurred or suffered by Anvil Centre and shall, in addition to the payments required by this indemnity, pay Anvil Centre a further charge, based on Anvil Centre's established rates at the time of the Event, for each additional hour or portion thereof that the Licensee or its employees or agents remain in possession of all or any part of the Premises and, without limiting the foregoing, Anvil Centre may remove all of the Licensee's property from the Premises and store such property at the Licensee's expense.
- j) That the Licensee and its duly authorized exhibitors shall have the right to sell their services and products, subject to paragraph 8(k), only within the Premises and only to the attendees of the Event, except as may be otherwise expressly provided.
- k) That, due to exclusive food and beverage service described in paragraph 3(b), the Licensee shall not sell, allow the sale of or otherwise dispense any food and beverage products and services in the Centre, except products and services supplied by Anvil Centre or its exclusive supplier. Where food and beverage services and products are a key component or an integral part of the Event, the sale or dispensing of such services and products by a bona fide exhibitor shall be allowed provided such items are not intended for consumption within the Centre or are of a portion size that would reasonably be regarded as a sample only. All exhibitors selling or dispensing food products will follow the Food Services Policy Guidelines of the Centre and Vancouver Coastal Health.
- l) That, due to agreements that Anvil Centre has entered and may enter into with third parties in respect of sponsorship and advertising at the Centre, Anvil Centre shall have the exclusive rights to any and all forms of advertising (including without limitation, signs, posters and displays) throughout the Centre during the License Period and Anvil Centre shall retain all revenue received therefrom. Anvil Centre shall be entitled to display such advertising during the Event and the Licensee shall not in any way cover up or hide the whole or any part of such advertising. The Licensee may display advertising only within the rooms included in the Premises but shall not display or permit to be displayed any advertising outside of those rooms without Anvil Centre's prior written approval.
- m) That in addition to any other express provision of this License Agreement, the Licensee shall not cause or permit anything to be done whereby the Centre or any of Anvil Centre's furnishings or fixtures are in any manner injured, marred or defaced, shall not drive or permit to be driven nails, hooks, tacks or screws into any part of the Centre or any of Anvil Centre's furnishings or fixtures and shall not make or allow to be made any alterations of any kind therein or thereto.

9) Parking

The License granted does not include any right for the Licensee to use or occupy the underground parking areas below the Centre or any other parking areas or facilities owned or controlled by Anvil Centre.

10) Miscellaneous

- a) If, after entering into this License Agreement, the Licensee's estimate of attendance at a function or component of the Event changes, Anvil Centre may require that such function or component of the Event use alternative space that is better suited to the Licensee's revised estimate of attendance.
- b) The Licensee shall not assign this License nor sub-license all or any part of the Premises without obtaining the prior written approval of Anvil Centre.
- c) If any term, covenant or condition of this License Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this License Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- d) The captions and headings in this License Agreement are for reference only and shall not affect the interpretation of any provisions of this License Agreement or of their intent.
- e) Time shall in every respect be of the essence of this License Agreement.
- f) This License Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the Licensee hereby attorns to the jurisdiction of the courts of the Province of British Columbia.
- g) This License Agreement may be executed in any number of counterparts, each of which, when delivered by hand, mail, Fax or electronic transmission, shall be deemed to be an original and all of which together shall constitute one and the same document.

In witness whereof the parties have executed this License Agreement on the _____ day of _____.

License Agreement
Redeemed Christian Church of God

May 18, 2018 11:42 am
Event # 10056

LICENSEE: Redeemed Christian Church of God

ANVIL CENTRE:

Per: _____
(Signature)

Per: _____
(Signature)

(Name and Title (please print))

Vali Marling, General Manager

Date: _____

Date: _____

License Agreement
Redeemed Christian Church of God

May 18, 2018 11:42 am
Event # 10056

SCHEDULE A

Estimated Event Charges

Space Rental

Jul-21-18	9:00AM	Jul-21-18	5:00PM	Ballroom West 112 - Daily Rate	1.0 EA	\$1400.00 /Day	\$1,400.00
Total Estimated Space Rental							\$1,400.00

Event Management

Jul-21-18	9:00AM	Jul-21-18	5:00PM	Room Set Up/Restore Labour	16.0 HR	\$32.00	\$512.00
Jul-21-18	9:00AM	Jul-21-18	5:00PM	Theatre Style	150.0 PRS		
				Padded Banquet Chairs	150 EA		
Jul-21-18	9:00AM	Jul-21-18	5:00PM	Podium	1.0 EA	\$50.00	\$50.00
Total Estimated Event Management							\$562.00

Audio Visual

Jul-21-18	9:00AM	Jul-21-18	5:00PM	Podium Mic	1.0 EA	\$40.00 /Day	\$40.00
Total Estimated Audio Visual							\$40.00
Estimated GST							\$100.10
Estimated PST							\$3.50
Total Estimated Charges:							\$2,105.60

License Agreement
Redeemed Christian Church of God

May 18, 2018 11:42 am
Event # 10056

Schedule of Deposits and Payments

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
May 28, 2018	Initial Deposit due on Contract	\$1,052.80
Jun 21, 2018	Final Deposit	\$1,052.80
Total Payments Required:		<u>\$2,105.60</u>

Please make cheques payable to:
City of New Westminster

Please send payments to:
Anvil Centre
Attn: Kathy McLellan
777 Columbia Street
New Westminster BC V3M 1B6



Deposit Invoice

Event: Redeemed Christian Church of God

Event #: 10056

License Dates: Jul 21, 2018 - Jul 21, 2018

Deposit Due: \$1,052.80

Due Date: May 28, 2018

Invoice Total: \$1,052.80

We accept cash, cheque or credit card payment types.

For cheque payments, please make payable to City of New Westminster

Please send payments to:

**Anvil Centre (GST #: 1194 39503)
Attn: Kathy McLellan
777 Columbia Street
New Westminster BC V3M 1B6**

**For Visa, MasterCard, and American Express credit card payments, complete
attached Credit Card Authorization Form**



CREDIT CARD PAYMENT AUTHORIZATION

Authorization:

I, _____ of _____
(print name) (organization)

hereby authorize The City of New Westminster- Anvil Centre to charge my credit card as follows:

CARD NUMBER # _____ EXP DATE: _____ CSC: _____

VISA / MASTERCARD / AMERICAN EXPRESS

3 Digit Code

Name shown on card _____

Deposit/Final payment in the amount of: \$ _____

DETAILS OF REMITTANCE:

Contract (Event) # _____

For event(s) dated on _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

PLEASE COMPLETE and e-mail to kmclellan@anvilcentre.ca or fax to 604.549.0776



Proposal

May 18, 2018 11:55 am

Event # 10056

Redeemed Christian Church of God

July 21, 2018

Event Contact	Bill-to Contact	Onsite Contact
Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Anvil Centre Team

Event Mgr:

Phone:

E-Mail:

Sales Mgr: Heidi Hughes

Phone: 604-515-3815

E-Mail: hhughes@anvilcentre.ca

Note

Please note staffing charges on this document are an estimate only. Staffing costs will be reconciled on the final invoice. Catering menu items & pricing are subject to change, and will be guaranteed 3 months prior to event date.

Function Summary

Saturday, July 21, 2018

9:00 am	5:00 pm	Staffing		
9:00 am	5:00 pm	Room Set	Ballroom West	150 ppl
10:00 am	4:00 pm	Event	Ballroom West	150 ppl

Space Rental Charges

Space	Start	End	Rate	Amount
Ballroom West	Jul-21-18 9:00 am	Jul-21-18 5:00 pm	1,400.00 /Day	1,400.00
Estimated Room Rental Charges Subtotal:				\$1,400.00
Total Estimated Room Rental:				\$1,400.00

Functions

Saturday, July 21, 2018

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Staffing		0
			<u>Qty</u>	<u>Rate</u>
				<u>Charges</u>
		Event Management		
		Room Set Up/Restore Labour	16.00 HR	\$32.00
				\$512.00
9:00 am	5:00 pm	Room Set	Ballroom West	150
			<u>Qty</u>	<u>Rate</u>
				<u>Charges</u>
		Event Management		
		9:00 am Theatre Style	1.00 Days 150.00 PRS	
		Padded Banquet Chairs	150.00 EA	
		Podium	1.00 EA	\$50.00
				\$50.00
		Audio Visual		
		Podium Mic	1.00 Days 1.00 EA	\$40.00 /Day
				\$40.00
				Subtotal:
				\$90.00

Proposal
Redeemed Christian Church of God

May 18, 2018 11:55 am
Event # 10056

Saturday, July 21, 2018 (continued)

Start	End	Function	Room	Attendance
10:00 am	4:00 pm	Event	Ballroom West	150

Taxes & Service Charges

	<u>Taxable Amt</u>	<u>Rate</u>	<u>Charges</u>
PST	50.00	7.00	\$3.50
GST	2,002.00	5.00	\$100.10
Total Estimated Taxes and Service Charges:			\$103.60

Total Estimated Charges: **\$2,105.60**

Event Services Summary

Charges

Space Rental	\$1,400.00
Event Management	\$562.00
Audio Visual	\$40.00
PST	\$3.50
GST	\$100.10
	<hr/>
	\$2,105.60

Deposit Payment Schedule

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
May 28, 2018	Initial Deposit due on Contract	\$1,052.80
Jun 21, 2018	Final Deposit	\$1,052.80

Total Deposits: **\$2,105.60**

All invoicing will be reconciled post event

Client Signature _____ Date: _____

***** END OF REPORT *****

12/21/2018

FWD: RCCG BC July 21, 2018 Anvil Centre License Agreement - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RCCG BC July 21, 2018 Anvil Centre License Agreement

From: admin@rccgbc.org

Date: 5/23/18 4:32 pm

To: "Maria Tashkova" <mtashkova@anvilcentre.ca>

Cc: "Seun Salami" <salsals2002@gmail.com>, "Dorcas Oginni" <dorcas_yetty@yahoo.com>

Hi Maria

Good day to you. Thanks for taking the time yesterday to show us the conference space that we intend to use for our upcoming meeting on July 21st. We are looking forward to a very successful meeting at the Anvil.

As discussed yesterday, please let us have information on the cost for having a 3 ft riser or something similar in height to the one we saw. The stage/riser can be approximately 16 X 12 ft. Instruments will be off to the sides.

As mentioned our church **The Redeemed Christian Church of God BC** is a registered charity. Our **Charity No. 85471 1405RR0001**. **We would appreciate getting the charitable rental rate**

Please resend the Schedule A with the charitable rates.

Thanks

Ronald Brown
Admin

THIS IS EXHIBIT " D "
referred to in the Affidavit of
Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]

12/21/2018

FWD: RE: RCCG BC July 21, 2018 Anvil Centre License Agreement - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: RCCG BC July 21, 2018 Anvil Centre License Agreement

From: "Maria Tashkova" <mtashkova@anvilcentre.ca>

Date: 5/25/18 11:32 am

To: "'admin@rccgbc.org'" <admin@rccgbc.org>

Cc: "Seun Salami" <salsals2002@gmail.com>, "Dorcas Oginni" <dorcas_yetty@yahoo.com>

Hi Ronald,

It was nice to meet you the other day.

The cost for the riser we saw is \$40 for a 6ftx8ft piece. Meaning you will need at least two pieces. They can be set either at 16" or 24" height.

Are you registered as a non-profit organization?

Thank you,

Maria

Maria Tashkova | Coordinator Conference & Event Sales, Anvil Centre

T 604-636-4460 | Emtashkova@anvilcentre.ca



ANVIL CENTRE
NEW WESTMINSTER

City of New Westminster | Office of the Chief Administrative Officer

777 Columbia Street, New Westminster, BC V3M 1B6

www.anvilcentre.ca

12/21/2018

FWD: RE: RCCG BC July 21, 2018 Anvil Centre License Agreement - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: RCCG BC July 21, 2018 Anvil Centre License Agreement

From: admin@rccgbc.org

Date: 5/27/18 2:31 pm

To: "Maria Tashkova" <mtashkova@anvilcentre.ca>

Cc: "Seun Salami" <salsals2002@gmail.com>, "Dorcas Oginni" <dorcas_yetty@yahoo.com>

Hi Maria

Note has been taken of the cost for the risers.

Yes we are a registered non profit. I sent you or charity number in my last mail

As mentioned our church **The Redeemed Christian Church of God BC** is a a registered charity. Our **Charity No. 85471 1405RR0001**. *We would appreciate getting the charitable rental rate*

regards,

Ronald Brown
Admin

12/21/2018

FWD: RE: RCCG BC July 21, 2018 Anvil Centre License Agreement - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: RCCG BC July 21, 2018 Anvil Centre License Agreement

From: "Maria Tashkova" <mtashkova@anvilcentre.ca>

Date: 5/28/18 9:22 am

To: "'admin@rccgbc.org'" <admin@rccgbc.org>

Cc: "Seun Salami" <salsals2002@gmail.com>, "Dorcas Oginni" <dorcas_yetty@yahoo.com>

Thank you very much, Ronald!

I will email you the revised License Agreement by the end of the day.

Kind regards,

Maria

Maria Tashkova | Coordinator Conference & Event Sales, Anvil Centre

T 604-636-4460 | Emtashkova@anvilcentre.ca



City of New Westminster | Office of the Chief Administrative Officer
777 Columbia Street, New Westminster, BC V3M 1B6
www.anvilcentre.ca

Subject: Event #10056 - July 21, 2018
From: "Kathy McLellan" <kmclellan@anvilcentre.ca>
Date: 5/25/18 10:52 am
To: admin@rccgbc.org

Hello Ronald,

This is a friendly reminder that the signed contract and first deposit payment are due Monday, May 28th for the above noted event. Please advise as to when I can expect to receive the documents.

Regards,

Kathy

Kathy McLellan | Administrative Assistant, Anvil Centre
T 604.515.3820 | E kmclellan@anvilcentre.ca
W www.anvilcentre.com

City of New Westminster | Office of the Chief Administrative Officer
777 Columbia Street, New Westminster, BC V3M 1B6
T Anvil Centre | 604.515.3830
Where Commerce, Culture and Community Meet

THIS IS EXHIBIT " E "
referred to in the Affidavit of
Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]

12/21/2018

FWD: RE: Event #10056 - July 21, 2018 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: Event #10056 - July 21, 2018

From: admin@rccgbc.org

Date: 5/27/18 3:02 pm

To: "Kathy McLellan" <kmclellan@anvilcentre.ca>

Hi Kathy

Good day to you pleas find signed agreement for the conference on July 21st.

We will drop off the deposit cheque on Tuesday May 29th

regards,

Ronal Brown
Admin

THIS IS EXHIBIT " F "
referred to in the Affidavit of
Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
H. L. D. Genta



ANVIL CENTRE
NEW WESTMINSTER

Proposal

May 17, 2018 4:07 pm

Event # 10056

Redeemed Christian Church of God

July 21, 2018

Event Contact	Bill-to Contact	Onsite Contact
Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Anvil Centre Team

Event Mgr:	Sales Mgr: Heidi Hughes
Phone:	Phone: 604-515-3815
E-Mail:	E-Mail: hhughes@anvilcentre.ca

Note

Please note staffing charges on this document are an estimate only. Staffing costs will be reconciled on the final invoice. Catering menu items & pricing are subject to change, and will be guaranteed 3 months prior to event date.

Function Summary

Saturday, July 21, 2018

9:00 am	5:00 pm	Staffing		
9:00 am	5:00 pm	Room Set	Ballroom West	150 ppl
10:00 am	4:00 pm	Event	Ballroom West	150 ppl

Space Rental Charges

Space	Start	End	Rate	Amount
Ballroom West	Jul-21-18 9:00 am	Jul-21-18 5:00 pm	1,400.00/Day	1,400.00
Estimated Room Rental Charges Subtotal:				\$1,400.00
Total Estimated Room Rental:				\$1,400.00

Functions

Saturday, July 21, 2018

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Staffing		0
		Event Management	<u>Qty</u>	<u>Rate</u>
		Room Set Up/Restore Labour	16.00 HR	\$512.00
9:00 am	5:00 pm	Room Set	Ballroom West	150
		Event Management	<u>Qty</u>	<u>Rate</u>
9:00 am		Theatre Style	1.00 Days	150.00 PRS
		Padded Banquet Chairs		150.00 EA
		Podium	1.00 EA	\$50.00
		Audio Visual		
		Podium Mic	1.00 Days	1.00 EA
				\$40.00 /Day
Subtotal:				\$90.00



ANVIL CENTRE
NEW WESTMINSTER

Proposal

May 17, 2018 4:07 pm
Event # 10056

Redeemed Christian Church of God July 21, 2018

Event Contact	Bill-to Contact	Onsite Contact
Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Anvil Centre Team

Event Mgr:	Sales Mgr: Heidi Hughes
Phone:	Phone: 604-515-3815
E-Mail:	E-Mail: hhughes@anvilcentre.ca

Note

Please note staffing charges on this document are an estimate only. Staffing costs will be reconciled on the final invoice. Catering menu items & pricing are subject to change, and will be guaranteed 3 months prior to event date.

Function Summary

Saturday, July 21, 2018

9:00 am	5:00 pm	Staffing		
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Space Rental Charges

Space	Start	End	Rate	Amount
Ballroom West	Jul-21-18	9:00 am Jul-21-18 5:00 pm	1,400.00/Day	1,400.00
Estimated Room Rental Charges Subtotal:				\$1,400.00
Total Estimated Room Rental:				\$1,400.00

Functions

Saturday, July 21, 2018

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Staffing		0
		Event Management	<u>Qty</u>	<u>Rate</u>
		Room Set Up/Restore Labour	16.00 HR	\$32.00
				\$512.00
9:00 am	5:00 pm	Room Set	Ballroom West	150
		Event Management	<u>Qty</u>	<u>Rate</u>
		9:00 am Theatre Style	1.00 Days	150.00 PRS
		Padded Banquet Chairs		150.00 EA
		Podium	1.00 EA	\$50.00
				\$50.00
		Audio Visual		
		Podium Mic	1.00 Days	1.00 EA
				\$40.00 /Day
				\$40.00
		Subtotal:		\$90.00



License Agreement

May 18, 2018 11:42 am

Event # 10056

Redeemed Christian Church of God Saturday, July 21, 2018

Licensee	Client Contact
Redeemed Christian Church of God 100 - 60 Eighth Street New Westminster, BC V3M 3P1 Canada Main 604 526 7732	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Agreement Between

This License Agreement between The City of New Westminster herein "Anvil Centre", a Corporation incorporated pursuant to the laws of the Province of British Columbia, of 777 Columbia Street, New Westminster, BC, V3M 1B6, phone 604.515.3830 and the "Licensee" named in Schedule "A".

WITNESSETH:

1) License

In consideration of the License Fee to be paid by the Licensee to Anvil Centre in the manner set out herein and the covenants and agreements contained herein, Anvil Centre hereby grants to the Licensee a License to use those portions set forth in Schedule "A" (the "Premises") of the Anvil Centre Facility (the "Centre") solely for the purpose of the "Event" described in Schedule "A" for the period of time set forth in Schedule "A" (the "License Period") upon the terms and conditions specified herein. Special terms and conditions, if any, are set forth in Schedule "B". In the event of a conflict between the special terms and conditions contained in Schedule B and this License Agreement or any other attachments hereto, the special terms and conditions shall prevail.

2) License Fee

The Licensee shall pay to Anvil Centre a fee (the "License Fee") for the granting of the License, together with any applicable taxes, by way of those deposits and payments set forth in Schedule "A", which License Fee shall be the aggregate of:

- the "Basic Rent" being the Total Room Rental set forth in Schedule "A";
- the "Service Charges" being Anvil Centre's charges, calculated at Anvil Centre's rates in effect at the time of the Event, for the services and staff provided by Anvil Centre for the Event, whether such services and staff were required by Anvil Centre or were requested by the Licensee. Anvil Centre's estimate of the Service Charges, based on Anvil Centre's and the Licensee's current determination of the requirements for the Event and on current rates, is set forth in Schedule "A";
- the "Food & Beverage Charges" being all charges for food and beverage service provided to the Licensee at Anvil Centre's rates in effect at the time of the Event;
- all other amounts payable by the Licensee pursuant to this License Agreement; and
- interest calculated at 1.5% (one and a half percent) per month or portion thereof and compounded monthly, equivalent to 19.56% (nineteen point five six percent) per annum, on:
 - any deposits payable pursuant to this License Agreement that are not paid within 7 days from the due date as specified herein; and
 - any amounts owing to Anvil Centre that are not paid within 30 days from the date of invoice therefore.

3) License Insurance

- The Licensee shall obtain and maintain in force during the, License Period, and any Move-In and Move-Out Periods the following insurance coverage in a form satisfactory to Anvil Centre:
 - Comprehensive General Liability insurance with a minimum limit of \$2,000,000, per occurrence, covering bodily injury to, death of, or property damage to, third parties, and Anvil Centre property not in the care, custody and control of the licensee and such policies of insurance shall include Anvil Centre, City of New Westminster as Additional Insureds and shall contain a cross liability clause; and
 - Tenant's Legal Liability insurance with a minimum limit of \$1,000,000 covering Anvil Centre property in the care, custody and control of the Licensee.
- Written evidence in the form of a certificate or certified copy of an insurance policy issued by the insurer shall be delivered to Anvil Centre sixty (60) days prior to the Event, and shall contain an undertaking by the insurer not to cancel or limit the insurance coverage so described except upon thirty (30) days prior written notice served on Anvil Centre.
- The Licensee shall ensure that all personnel engaged by or on behalf of the Licensee shall be covered by Workers' Compensation

License Agreement

May 18, 2018 11:42 am

Event # 10056

Redeemed Christian Church of God

insurance, or equivalent, where required by law.

- d) Anvil Centre may, at its option, and with seven (7) days' notice, require additional parties as Additional Insureds or require increases in types or amounts of insurance.
- e) The Licensee acknowledges that Anvil Centre does not insure the Licensee's property and that the Licensee has been advised to insure its property whilst such property is on or about the Premises and that if the Licensee omits to so insure its property, it shall do so at its own risk and Anvil Centre shall not be liable for any loss or damage to the Licensee's property no matter how or by whom caused. Any insurance policies obtained by the Licensee for its own property shall contain a waiver of subrogation in favour of Anvil Centre.

4) Staff and Services

- a) Anvil Centre may determine that certain minimum staff and services are provided for the Event to maintain order, safety and operating standards at the Centre.
- b) Anvil Centre has granted, and may grant, to third parties, rights to provide certain services and products at the Centre as official suppliers or sponsors, and therefore, Anvil Centre may require certain types of services or products for the Event to be obtained from Anvil Centre or through Anvil Centre's contracting system and to establish rules and policies in respect of such services or products. At the time of entering into this License Agreement, Anvil Centre retains the exclusive right to provide and control throughout the Centre, and to retain all revenues from, the following services and products: i) food and beverage products and services, including concessions and catering and the sale of alcoholic as well as non-alcoholic beverages; ii) electrical services; iii) housekeeping; iv) mobile and lift equipment operators; v) move in/out security; vi) plumbing; vii) rigging; and viii) telecommunication, internet ix) valet parking, and any other services related to the Event. Anvil Centre may establish additional exclusive services and products between the date hereof and the commencement of the Event, in which case Anvil Centre shall notify the Licensee of the additional exclusive services and products and the Licensee shall utilize such exclusive services or products, unless the Licensee provides reasonable proof that, at the time of notification, the Licensee had already entered into a contract with a third party to provide such services or products for the Event.
- c) Any personnel, staff or services provided by the Licensee shall be the responsibility of the Licensee. The Licensee shall ensure that the engagement and the actions of any personnel who are the responsibility of the Licensee will not lead to any labour dispute or disruption involving such personnel or any other personnel engaged at the Centre. Any personnel which are the responsibility of the Licensee and whose conduct is, in the opinion of Anvil Centre, disorderly, disruptive or objectionable shall be promptly removed from the Centre by the Licensee upon Anvil Centre's request without the Licensee having any claim or recourse against Anvil Centre for any loss, costs, damages or expenses incurred or suffered by the Licensee by or as a result of the said removal.
- d) The Licensee shall provide Anvil Centre with a list of all contractors it intends to use at the Centre. Except where the Licensee has received prior approval from Anvil Centre, Anvil Centre may deny access to the Centre to any contractor (or the employees of any contractor) that is not in good standing with Anvil Centre.

5) Licensee's Indemnity

The Licensee covenants to indemnify and save harmless Anvil Centre, its directors, officers, employees and agents from and against any and all liabilities, losses, claims, demands, costs and expenses whatsoever (including lawyers' fees and litigation expenses on a solicitor and own client basis) to which Anvil Centre, its directors, officers, employees or agents may become subject at any time either before or after the expiration or termination of this License Agreement as a result of the breach by the Licensee of any covenant, agreement, term or condition of this License Agreement or as a result of or in connection with the use or occupation of the Premises or the Centre by, or by reason of any act or omission of, the Licensee or its servants, agents, employees, licensees, invitees or attendees of the Event except to the extent that Anvil Centre is liable or responsible under paragraph 6(a).

6) Limitation of Liability

- a) Anvil Centre shall not be liable or responsible for:
 - i) any loss, damage or injury to any person or property in or around the Centre, unless due to its own acts or omissions;
 - ii) any interference or inconvenience caused by damage to the Premises or the Centre or by failure or interruption in the supply of water, electricity, heat, light, air conditioning or any other facility or utility, unless due to Anvil Centre's negligence or willful misconduct. Anvil Centre shall use reasonable diligence to restore any such services when they are interrupted. If any failure or interruption in the supply of such services is due to causes beyond the control of Anvil Centre and is of such magnitude that the Event cannot effectively continue, the terms of paragraph 7) c) shall apply; and
 - iii) indirect, special, punitive or consequential loss or damage of any kind, whether or not it was advised of the possibility of such loss or damage.
- b) The Licensee acknowledges that from time to time construction or repairs may be undertaken by Anvil Centre in the Centre, or by third parties beyond the control of Anvil Centre in the vicinity of the Centre and accepts that there may be noise and other disturbances during the Event owing to such construction or repairs. Anvil Centre on becoming aware of any construction or repairs that are likely to impact the Event agrees to advise the Licensee of such construction or repairs and agrees to make

License Agreement

May 18, 2018 11:42 am
Event # 10056

Redeemed Christian Church of God

commercially reasonable efforts to minimize the impact of such construction or repairs on the Event. If the noise or other disturbances adversely affect the Event, the Licensee and Anvil Centre, both acting reasonably, shall negotiate a refund from Anvil Centre to the Licensee, such refund not to exceed the aggregate of the Basic Rent, the Service Charges and Food and Beverage Charges for food and beverage not already consumed.

7) Cancellation and Termination

- a) The Licensee covenants and agrees to give notice to Anvil Centre of the cancellation of the Event immediately upon the necessity or desire for cancellation becoming known to the Licensee and upon such notice of cancellation:
 - i) all rights granted to the Licensee pursuant to this License Agreement shall cease and Anvil Centre shall be at liberty to use the Premises during the License Period in such manner and for such purposes as it sees fit without liability or accountability to the Licensee in any respect whatsoever;
 - ii) all monies paid to Anvil Centre by the Licensee on account of the License Fee shall be forfeited to Anvil Centre; and
 - iii) the Licensee shall reimburse Anvil Centre, on demand, for all additional costs, expenses and losses incurred by Anvil Centre as a result of the cancellation provided that the Licensee's aggregate liability under this paragraph 6(a) shall not exceed the License Fee.
- b) In the event that the Licensee is in default of any provision of this License Agreement and fails to correct or cure such default to the satisfaction of Anvil Centre within such period of time as is set out in a written notice from Anvil Centre, in addition to all other remedies that may be available to Anvil Centre in law or in equity, Anvil Centre shall have the right, at its sole option, to revoke the License and the Licensee shall pay to Anvil Centre, on demand, the entire Licensee Fee together with all additional costs, expenses and losses incurred by Anvil Centre (as determined by Anvil Centre, acting reasonably) as a result of the default by the Licensee and the subsequent revocation of the License by Anvil Centre. Notwithstanding the foregoing, if the default involves public safety or immediate waste or damage to the Centre, a time period to cure the default shall not be required. In the event of any revocation of the License pursuant to this paragraph 7(b), the Licensee shall not have any direct or indirect right of action at law or in equity against Anvil Centre for any loss or damage of any nature or kind whatsoever suffered by the Licensee as a result of such revocation.
- c) In the event that any riot, act of terrorism, war, governmental order or regulation or formal advisory, embargo, Act of God, direct or indirect labour disturbance including strike, lockout or slow down, loss of Anvil Centre's entitlement to occupy the Premises, disruption to any local Airport or any cause beyond the reasonable control of the parties, makes it illegal or impossible to hold the Event or prevents more than 40% of the anticipated attendees from attending the Event, either party may revoke the License (or a portion thereof) by written notice to the other and no License Fee or other charges of any kind will be payable by the Licensee to Anvil Centre for the portion of the Event which has been cancelled. In the event of any revocation of the License pursuant to this paragraph 7(c), neither party shall have any direct or indirect right of action at law or in equity against the other party for any loss or damage of any nature or kind whatsoever suffered as a result of such revocation.

8) Premises

The Licensee covenants and agrees:

- a) To use and cause its employees, agents and invitees to use the Premises only for the purpose stipulated herein and for no other purpose.
- b) To leave the Premises at the conclusion of the License Period in the same condition and state of repair as received by it, reasonable wear and tear excepted.
- c) To observe and comply with, and cause its servants, agents, employees, licensees, invitees and attendees of the Event to observe and comply with, all rules, regulations and orders established from time to time by Anvil Centre.
- d) To observe and comply with, and cause its servants, agents, employees, licensees, invitees and attendees of the Event to observe and comply with, all laws including without limitation federal and provincial legislative enactments, municipal bylaws, including building by-laws, and any other governmental regulations from time to time in place that relate to the use of the Premises and to observe and comply with all police, fire and health regulations imposed by any governmental authority or insurance underwriters.
- e) To procure at its own expense all licenses or permits which may be required to operate or conduct the Event and to pay all taxes, fees and royalties, levied against it as a result of, or in connection with, the Event.
- f) That the Premises and the keys therefor shall at all times be under the charge and control of Anvil Centre and all persons authorized by Anvil Centre shall have the right from time to time to enter the Premises for any reasonable purpose and such entry shall be deemed not to be an interference with the Licensee and the Licensee's privileges granted by this License Agreement.
- g) Not to use or permit the Premises to be used for any performance, exhibition, entertainment or any other purpose which is illegal or which, in the reasonable opinion of Anvil Centre, is immoral, improper or may cause public disorder in or near the Premises.
- h) Anvil Centre may eject from the Centre any person or persons who, in the reasonable opinion of Anvil Centre, are conducting themselves in an objectionable, disorderly or disruptive manner and the Licensee hereby waives all claim for damages arising from the exercise of such right unless due to Anvil Centre's negligence or willful misconduct.

License Agreement

May 18, 2018 11:42 am

Event # 10056

Redeemed Christian Church of God

- i) That in the event that the Premises are not vacated and delivered up by the Licensee at the conclusion of the License Period, the Licensee shall indemnify and save harmless Anvil Centre from any resulting loss, costs, damages or expenses incurred or suffered by Anvil Centre and shall, in addition to the payments required by this indemnity, pay Anvil Centre a further charge, based on Anvil Centre's established rates at the time of the Event, for each additional hour or portion thereof that the Licensee or its employees or agents remain in possession of all or any part of the Premises and, without limiting the foregoing, Anvil Centre may remove all of the Licensee's property from the Premises and store such property at the Licensee's expense.
- j) That the Licensee and its duly authorized exhibitors shall have the right to sell their services and products, subject to paragraph 8(k), only within the Premises and only to the attendees of the Event, except as may be otherwise expressly provided.
- k) That, due to exclusive food and beverage service described in paragraph 3(b), the Licensee shall not sell, allow the sale of or otherwise dispense any food and beverage products and services in the Centre, except products and services supplied by Anvil Centre or its exclusive supplier. Where food and beverage services and products are a key component or an integral part of the Event, the sale or dispensing of such services and products by a bona fide exhibitor shall be allowed provided such items are not intended for consumption within the Centre or are of a portion size that would reasonably be regarded as a sample only. All exhibitors selling or dispensing food products will follow the Food Services Policy Guidelines of the Centre and Vancouver Coastal Health.
- l) That, due to agreements that Anvil Centre has entered and may enter into with third parties in respect of sponsorship and advertising at the Centre, Anvil Centre shall have the exclusive rights to any and all forms of advertising (including without limitation, signs, posters and displays) throughout the Centre during the License Period and Anvil Centre shall retain all revenue received therefrom. Anvil Centre shall be entitled to display such advertising during the Event and the Licensee shall not in any way cover up or hide the whole or any part of such advertising. The Licensee may display advertising only within the rooms included in the Premises but shall not display or permit to be displayed any advertising outside of those rooms without Anvil Centre's prior written approval.
- m) That in addition to any other express provision of this License Agreement, the Licensee shall not cause or permit anything to be done whereby the Centre or any of Anvil Centre's furnishings or fixtures are in any manner injured, marred or defaced, shall not drive or permit to be driven nails, hooks, tacks or screws into any part of the Centre or any of Anvil Centre's furnishings or fixtures and shall not make or allow to be made any alterations of any kind therein or thereto.

9) Parking

The License granted does not include any right for the Licensee to use or occupy the underground parking areas below the Centre or any other parking areas or facilities owned or controlled by Anvil Centre.

10) Miscellaneous

- a) If, after entering into this License Agreement, the Licensee's estimate of attendance at a function or component of the Event changes, Anvil Centre may require that such function or component of the Event use alternative space that is better suited to the Licensee's revised estimate of attendance.
- b) The Licensee shall not assign this License nor sub-license all or any part of the Premises without obtaining the prior written approval of Anvil Centre.
- c) If any term, covenant or condition of this License Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this License Agreement, or application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term, covenant or condition of this License Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
- d) The captions and headings in this License Agreement are for reference only and shall not affect the interpretation of any provisions of this License Agreement or of their intent.
- e) Time shall in every respect be of the essence of this License Agreement.
- f) This License Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the Licensee hereby attorns to the jurisdiction of the courts of the Province of British Columbia.
- g) This License Agreement may be executed in any number of counterparts, each of which, when delivered by hand, mail, Fax or electronic transmission, shall be deemed to be an original and all of which together shall constitute one and the same document.

In witness whereof the parties have executed this License Agreement on the

May 25 day of May 2018

License Agreement

May 18, 2018 11:42 am
Event # 10056

Redeemed Christian Church of God

LICENSEE: Redeemed Christian Church of God

ANVIL CENTRE:

Per:

(Signature)

Per:

(Signature)

RONALD BROWN Provincial Administrator
(Name and Title (please print))

Vali Marling, General Manager

Date:

May 25, 2018

Date:

License Agreement
Redeemed Christian Church of God

May 18, 2018 11:42 am
Event # 10056

SCHEDULE A

Estimated Event Charges

Space Rental

Jul-21-18	9:00AM	Jul-21-18	5:00PM	Ballroom West 112 - Daily Rate	1.0 EA	\$1400.00 /Day	\$1,400.00
Total Estimated Space Rental							\$1,400.00

Event Management

Jul-21-18	9:00AM	Jul-21-18	5:00PM	Room Set Up/Restore Labour	16.0 HR	\$32.00	\$512.00
Jul-21-18	9:00AM	Jul-21-18	5:00PM	Theatre Style	150.0 PRS		
				Padded Banquet Chairs	150 EA		
Jul-21-18	9:00AM	Jul-21-18	5:00PM	Podium	1.0 EA	\$50.00	\$50.00
Total Estimated Event Management							\$562.00

Audio Visual

Jul-21-18	9:00AM	Jul-21-18	5:00PM	Podium Mic	1.0 EA	\$40.00 /Day	\$40.00
Total Estimated Audio Visual							\$40.00
Estimated GST							\$100.10
Estimated PST							\$3.50
Total Estimated Charges:							\$2,105.60

License Agreement
Redeemed Christian Church of God

May 18, 2018 11:42 am
Event # 10056

Schedule of Deposits and Payments

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>
May 28, 2018	Initial Deposit due on Contract	\$1,052.80
Jun 21, 2018	Final Deposit	\$1,052.80
Total Payments Required:		\$2,105.60

Please make cheques payable to:
City of New Westminster

Please send payments to:
Anvil Centre
Attn: Kathy McLellan
777 Columbia Street
New Westminster BC V3M 1B6

12/21/2018

FWD: RE: Event #10056 - July 21, 2018 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: Event #10056 - July 21, 2018

From: "Kathy McLellan" <kmclellan@anvilcentre.ca>

Date: 5/28/18 8:21 am

To: "admin@rccgbc.org" <admin@rccgbc.org>

Thank you Ronal.

I will send you a countersigned copy of the contract later today.

Regards,

Kathy

THIS IS EXHIBIT " G "
referred to in the Affidavit of
Ronald Brown

Sworn before me this 27th

day of DECEMBER A.D. 20 18

[Signature]

12/21/2018

FWD: Message from KM_C258 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: FWD: Message from KM_C258

From: admin@rccgbc.org

Date: 5/29/18 10:12 am

To: "Maria Tashkova" <mtashkova@anvilcentre.ca>, "Kathy McLellan" <kmclellan@anvilcentre.ca>

Please find signed copy of the revised event order attach.

I will be dropping off the deposit cheque today.

Regards,

Ronald Brown
Admin

THIS IS EXHIBIT " H "
referred to in the Affidavit of
Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]



ANVIL CENTRE
NEW WESTMINSTER

Proposal

May 28, 2018 3:40 pm

Event # 10056

Redeemed Christian Church of God

July 21, 2018

Event Contact	Bill-to Contact	Onsite Contact
Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Anvil Centre Team

Event Mgr: Cathy Storoz
Phone:
E-Mail: cstoroz@anvilcentre.ca

Sales Mgr: Mary Kyritsis
Phone: 604-515-3838
E-Mail: mkyritsis@anvilcentre.ca

Note

Please note staffing charges on this document are an estimate only. Staffing costs will be reconciled on the final invoice.
Catering menu items & pricing are subject to change, and will be guaranteed 3 months prior to event date.

Function Summary

Saturday, July 21, 2018

9:00 am	5:00 pm	Staffing		
9:00 am	5:00 pm	Room Set	Ballroom West	150 ppl
10:00 am	4:00 pm	Event	Ballroom West	150 ppl

Space Rental Charges

Space	Start	End	Rate	Amount
Ballroom West	Jul-21-18	9:00 am Jul-21-18 5:00 pm	1,400.00/Day	1,400.00
Estimated Room Rental Charges Subtotal:				\$1,400.00

Discounts/Incentives

Space Adjustment - 15% - Non-profit New Westminster	15.00 %	-\$1,400.00	-\$210.00
Discounts/Incentives Subtotal:			-210.00
Total Estimated Room Rental:			\$1,190.00

Functions

Saturday, July 21, 2018

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Staffing		0
		Event Management	<u>Qty</u>	<u>Rate</u>
			<u>Charges</u>	
		Room Set Up/Restore Labour	16.00 HR	\$32.00
				\$512.00
9:00 am	5:00 pm	Room Set	Ballroom West	150
		Event Management	<u>Qty</u>	<u>Rate</u>
			<u>Charges</u>	
9:00 am		Theatre Style	1.00 Days	150.00 PRS
		Padded Banquet Chairs		150.00 EA

Proposal

May 28, 2018 3:40 pm
Event # 10056

Redeemed Christian Church of God

Saturday, July 21, 2018 (continued)

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Room Set	Ballroom West	150
Event Management(continued)				
		Podium	1.00 EA	\$50.00 \$50.00
		Riser (6'x8') (24" high) - 16ftx12ft	2.00 EA	\$40.00 \$80.00
Audio Visual				
		Podium Mic	1.00 Days 1.00 EA	\$40.00 /Day \$40.00
Subtotal:				\$170.00

10:00 am	4:00 pm	Event	Ballroom West	150
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Taxes & Service Charges

	Taxable Amt	Rate	Charges
PST	130.00	7.00	\$9.10
GST	1,872.00	5.00	\$93.60
Total Estimated Taxes and Service Charges:			\$102.70

Total Estimated Charges: **\$1,974.70**

Event Services Summary

	Charges
Space Rental	\$1,190.00
Event Management	\$642.00
Audio Visual	\$40.00
PST	\$9.10
GST	\$93.60
	\$1,974.70

Deposit Payment Schedule

Due Date	Description	Amount
May 28, 2018	Initial Deposit due on Contract	\$987.35
Jun 21, 2018	Final Deposit	\$987.35

Total Deposits: **\$1,974.70**

All invoicing will be reconciled post event

Client Signature _____ Date: _____

***** END OF REPORT *****



ANVIL CENTRE
NEW WESTMINSTER

Payment Receipt

Redeemed Christian Church of God
100 – 60 Eighth Street
New Westminster, BC V3M 3P1

Receipt: P000003577-5

Towards

Event: Redeemed Christian Church of God (10056)

Date	Transaction	Amount
05/29/2018	Deposit Cheque	\$-1,000.00

THIS IS EXHIBIT " I "
referred to in the Affidavit of
Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]

Thank you for your payment.
We look forward to hosting your next event at the Anvil Centre.

Anvil Centre
777 Columbia Street, New Westminster, BC V3M 1B6
T 604-515-3830
www.anvilcentre.ca

12/21/2018

FWD: Upcoming Event - July 21 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: Upcoming Event - July 21
From: "Cathy Storoz" <cstoroz@anvilcentre.ca>
Date: 5/29/18 4:12 pm
To: admin@rccgbc.org

Hi Ronald,

I just wanted to touch base and introduce myself as I will be your event manager for you upcoming event with us on July 21.

Please review the attached event resume and let me know if the times and set up details are correct.

Please contact me anytime if you would like anything changed or added.

We look forward to having you.

Kind Regards,

Cathy

Cathy Storoz | Event Manager, Anvil Centre
T 604.636.4466 | E cstoroz@anvilcentre.ca
W www.anvilcentre.com

City of New Westminster | Office of the Chief Administrative Officer
777 Columbia Street, New Westminster, BC V3M 1B6
T Anvil Centre | 604.515.3830

THIS IS EXHIBIT " J "
referred to in the Affidavit of Ronald Brown
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]



ANVIL CENTRE
NEW WESTMINSTER

Event Resume

May 29, 2018 4:07 pm

Event # 10056

Redeemed Christian Church of God

July 21, 2018

Event Contact	Bill-to Contact	Onsite Contact
Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Anvil Centre Team

Event Mgr: Cathy Storoz
Phone:
E-Mail: cstoroz@anvilcentre.ca

Sales Mgr: Mary Kyritsis
Phone: 604-515-3838
E-Mail: mkyritsis@anvilcentre.ca

Note

Please note staffing charges on this document are an estimate only. Staffing costs will be reconciled on the final invoice. Catering menu items & pricing are subject to change, and will be guaranteed 3 months prior to event date.

Function Summary

Saturday, July 21, 2018

9:00 am	5:00 pm	Staffing		
9:00 am	5:00 pm	Room Set	Ballroom West	150 ppl
10:00 am	4:00 pm	Event	Ballroom West	150 ppl

Space Rental Charges

Space	Start	End	Rate	Amount
Ballroom West	Jul-21-18 9:00 am	Jul-21-18 5:00 pm	1,400.00/Day	1,400.00
Estimated Room Rental Charges Subtotal:				\$1,400.00

Discounts/Incentives

Space Adjustment - 15% - Non-profit New Westminster	15.00 %	-\$1,400.00	-\$210.00
Discounts/Incentives Subtotal:			-210.00
Total Estimated Room Rental:			\$1,190.00

Functions

Saturday, July 21, 2018

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Staffing		0
			<u>Qty</u>	<u>Rate</u>
				<u>Charges</u>
Event Management		Room Set Up/Restore Labour	16.00 HR	\$32.00
				\$512.00
9:00 am	5:00 pm	Room Set	Ballroom West	150
			<u>Qty</u>	<u>Rate</u>
				<u>Charges</u>
Event Management		Theatre Style	1.00 Days	150.00 PRS
9:00 am		Padded Banquet Chairs		150.00 EA

Event Resume

Redeemed Christian Church of God

May 29, 2018 4:07 pm
Event # 10056

Saturday, July 21, 2018 (continued)

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Room Set	Ballroom West	150
Event Management(continued)				
		Podium	1.00 EA	\$50.00 \$50.00
		Riser (6'x8') (24" high) - 16ftx12ft	2.00 EA	\$40.00 \$80.00
Audio Visual				
		Podium Mic	1.00 Days 1.00 EA	\$40.00 /Day \$40.00
Subtotal:				\$170.00

10:00 am	4:00 pm	Event	Ballroom West	150
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Taxes & Service Charges

	<u>Taxable Amt</u>	<u>Rate</u>	<u>Charges</u>
PST	130.00	7.00	\$9.10
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Total Estimated Charges: \$1,974.70

Event Services Summary

Charges

Space Rental	\$1,190.00
Event Management	\$642.00
Audio Visual	\$40.00
PST	\$9.10
GST	\$93.60
	\$1,974.70

Deposit Payment Schedule

Payments Received

<u>Due Date</u>	<u>Description</u>	<u>Amount</u>	<u>Date Rec'd</u>	<u>Description</u>	<u>Amount</u>
May 28, 2018	Initial Deposit due on Contract	\$987.35	May 29, 2018	Deposit Cheque	\$-1,000.00
Jun 21, 2018	Final Deposit	\$987.35			

Total Deposits: \$1,974.70

All invoicing will be reconciled post event

Client Signature _____ Date: _____

***** END OF REPORT *****

12/21/2018

FWD: RE: Upcoming Event - July 21 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: Upcoming Event - July 21

From: admin@rccgbc.org

Date: 6/2/18 2:17 pm

To: "Cathy Storoz" <cstoroz@anvilcentre.ca>

Cc: "Seun Salami" <salsals2002@gmail.com>, "Dorcas Oginni" <dorcas_yetty@yahoo.com>

Hi Cathy

Thanks for your mail. Please find the signed event resume attached.

I would like to come with my planning team to have another look at the facilities. The best time for us would be on a Sunday. Please let me know if we can come next Sunday (June 10th). Let me know what time would work best for you.

regards,

Ronald Brown
Admin



ANVIL CENTRE
NEW WESTMINSTER

Event Resume

May 29, 2018 4:07 pm

Event # 10056

Redeemed Christian Church of God

July 21, 2018

Event Contact	Bill-to Contact	Onsite Contact
Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Anvil Centre Team

Event Mgr: Cathy Storoz
Phone:
E-Mail: cstoroz@anvilcentre.ca

Sales Mgr: Mary Kyritsis
Phone: 604-515-3838
E-Mail: mkyritsis@anvilcentre.ca

Note

Please note staffing charges on this document are an estimate only. Staffing costs will be reconciled on the final invoice.
Catering menu items & pricing are subject to change, and will be guaranteed 3 months prior to event date.

Function Summary

Saturday, July 21, 2018

9:00 am	5:00 pm	Staffing		
9:00 am	5:00 pm	Room Set	Ballroom West	150 ppl
10:00 am	4:00 pm	Event	Ballroom West	150 ppl

Space Rental Charges

Space	Start	End	Rate	Amount
Ballroom West	Jul-21-18	9:00 am Jul-21-18 5:00 pm	1,400.00/Day	1,400.00
Estimated Room Rental Charges Subtotal:				\$1,400.00

Discounts/Incentives

Space Adjustment - 15% - Non-profit New Westminster	15.00 %	-\$1,400.00	-\$210.00
Discounts/Incentives Subtotal:			-210.00
Total Estimated Room Rental:			\$1,190.00

Functions

Saturday, July 21, 2018

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Staffing		0
			<u>Qty</u>	<u>Rate</u>
				<u>Charges</u>
Event Management		Room Set Up/Restore Labour	16.00 HR	\$32.00
				\$512.00
9:00 am	5:00 pm	Room Set	Ballroom West	150
			<u>Qty</u>	<u>Rate</u>
				<u>Charges</u>
Event Management		Theatre Style	1.00 Days	150.00 PRS
9:00 am		Padded Banquet Chairs		150.00 EA

Event Resume

Redeemed Christian Church of God

May 29, 2018 4:07 pm
Event # 10056

Saturday, July 21, 2018 (continued)

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Room Set	Ballroom West	150
Event Management(continued)		Podium	1.00 EA	\$50.00
		Riser (6'x8') (24" high) - 16ftx12ft	2.00 EA	\$80.00
Audio Visual		Podium Mic	1.00 Days	1.00 EA
				\$40.00 /Day
				\$40.00
				Subtotal:
				\$170.00

10:00 am	4:00 pm	Event	Ballroom West	150
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Taxes & Service Charges

	Taxable Amt	Rate	Charges
PST	130.00	7.00	\$9.10
GST	1,872.00	5.00	\$93.60
Total Estimated Taxes and Service Charges:			\$102.70

Total Estimated Charges: \$1,974.70

Event Services Summary

Charges

Space Rental	\$1,190.00
Event Management	\$642.00
Audio Visual	\$40.00
PST	\$9.10
GST	\$93.60
	\$1,974.70

Deposit Payment Schedule

Payments Received

Due Date	Description	Amount	Date Rec'd	Description	Amount
May 28, 2018	Initial Deposit due on Contract	\$987.35	May 29, 2018	Deposit Cheque	\$-1,000.00
Jun 21, 2018	Final Deposit	\$987.35			

Total Deposits: \$1,974.70

All invoicing will be reconciled post event

Client Signature

Date:

***** END OF REPORT *****

12/21/2018

FWD: RE: Upcoming Event - July 21 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: Upcoming Event - July 21
From: "Cathy Storoz" <cstoroz@anvilcentre.ca>
Date: 6/5/18 3:32 pm
To: "admin@rccgbc.org" <admin@rccgbc.org>
Cc: "Seun Salami" <salsals2002@gmail.com>, "Dorcas Oginni" <dorcas_yetty@yahoo.com>

Hi Ronald,

Thank you for your reply.

Unfortunately, we have a very large event running this Saturday, and Sunday, and all the rooms will be booked.

Sunday may be a challenge to meet, as I typically work Monday to Friday, and we do not have any staff on Sunday's unless we have an event.

Is there any other day that may work for you? If you are just wanting to have a quick look at the space, perhaps you could stop by during the week?

Please let me know if this works for you and what day you could come. We have a lot of events happening this month, so we will need to book a time, otherwise you may come down and the ballrooms will be full.

I can send you a floor plan as well if this helps.

Kind Regards,

Cathy

12/21/2018

FWD: Floorplan for upcoming event - July 21 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: Floorplan for upcoming event - July 21
From: "Cathy Storoz" <cstoroz@anvilcentre.ca>
Date: 6/14/18 5:06 pm
To: admin@rccgbc.org

Hi Ronald,

My apologies for the delay in getting this to you.

Please see attached event resume, as well the layout for your floor plan in ballroom West.

The front of the room will have two 6 x 8 stage pieces, and a podium with microphone on the stage.

Please let me know if there is anything else I can assist you with.

Kind Regards,

Cathy

Cathy Storoz | Event Manager, Anvil Centre
T 604.636.4466 | E cstoroz@anvilcentre.ca
W www.anvilcentre.com

City of New Westminster | Office of the Chief Administrative Officer
777 Columbia Street, New Westminster, BC V3M 1B6
T Anvil Centre | 604.515.3830



Event Resume

June 14, 2018 5:03 pm

Event # 10056

Redeemed Christian Church of God

July 21, 2018

Event Contact	Bill-to Contact	Onsite Contact
Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org	Ronald Brown Redeemed Christian Church of God 100 - 60 Eighth Street BC V3M 3P1 Main 604 526 7732 E-Mail admin@rccgbc.org

Anvil Centre Team

Event Mgr: Cathy Storoz
Phone:
E-Mail: cstoroz@anvilcentre.ca

Sales Mgr: Mary Kyritsis
Phone: 604-515-3838
E-Mail: mkyritsis@anvilcentre.ca

Note

Please note staffing charges on this document are an estimate only. Staffing costs will be reconciled on the final invoice.
Catering menu items & pricing are subject to change, and will be guaranteed 3 months prior to event date.

Function Summary

Saturday, July 21, 2018

9:00 am	5:00 pm	Staffing		
9:00 am	5:00 pm	Room Set	Ballroom West	150 ppl
10:00 am	4:00 pm	Event	Ballroom West	150 ppl

Space Rental Charges

Space	Start	End	Rate	Amount
Ballroom West	Jul-21-18 9:00 am	Jul-21-18 5:00 pm	1,400.00/Day	1,400.00
Estimated Room Rental Charges Subtotal:				\$1,400.00

Discounts/Incentives

Space Adjustment - 15% - Non-profit New Westminster	15.00 %	-\$1,400.00	-\$210.00
Discounts/Incentives Subtotal:			-210.00
Total Estimated Room Rental:			\$1,190.00

Functions

Saturday, July 21, 2018

Start	End	Function	Room	Attendance	
9:00 am	5:00 pm	Staffing		0	
Event Management			<u>Qty</u>	<u>Rate</u>	<u>Charges</u>
		Room Set Up/Restore Labour	16.00 HR	\$32.00	\$512.00
9:00 am	5:00 pm	Room Set	Ballroom West	150	
Event Management			<u>Qty</u>	<u>Rate</u>	<u>Charges</u>
9:00 am		Theatre Style	1.00 Days	150.00 PRS	
		Padded Banquet Chairs		150.00 EA	

event resume day time

Client Initials: _____

Event Resume

Redeemed Christian Church of God

June 14, 2018 5:03 pm
Event # 10056

Saturday, July 21, 2018 (continued)

Start	End	Function	Room	Attendance
9:00 am	5:00 pm	Room Set	Ballroom West	150
Event Management(continued)		Podium	1.00 EA	\$50.00
		Riser (6'x8') (24" high) - 16ftx12ft	2.00 EA	\$80.00
Audio Visual		Podium Mic	1.00 Days	1.00 EA
				\$40.00 /Day
				\$40.00
				Subtotal: \$170.00

10:00 am	4:00 pm	Event	Ballroom West	150
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Taxes & Service Charges

	Taxable Amt	Rate	Charges
PST	130.00	7.00	\$9.10
GST	1,872.00	5.00	\$93.60
Total Estimated Taxes and Service Charges:			\$102.70

Total Estimated Charges: \$1,974.70

Event Services Summary

Charges

Space Rental	\$1,190.00
Event Management	\$642.00
Audio Visual	\$40.00
PST	\$9.10
GST	\$93.60
	\$1,974.70

Deposit Payment Schedule

Payments Received

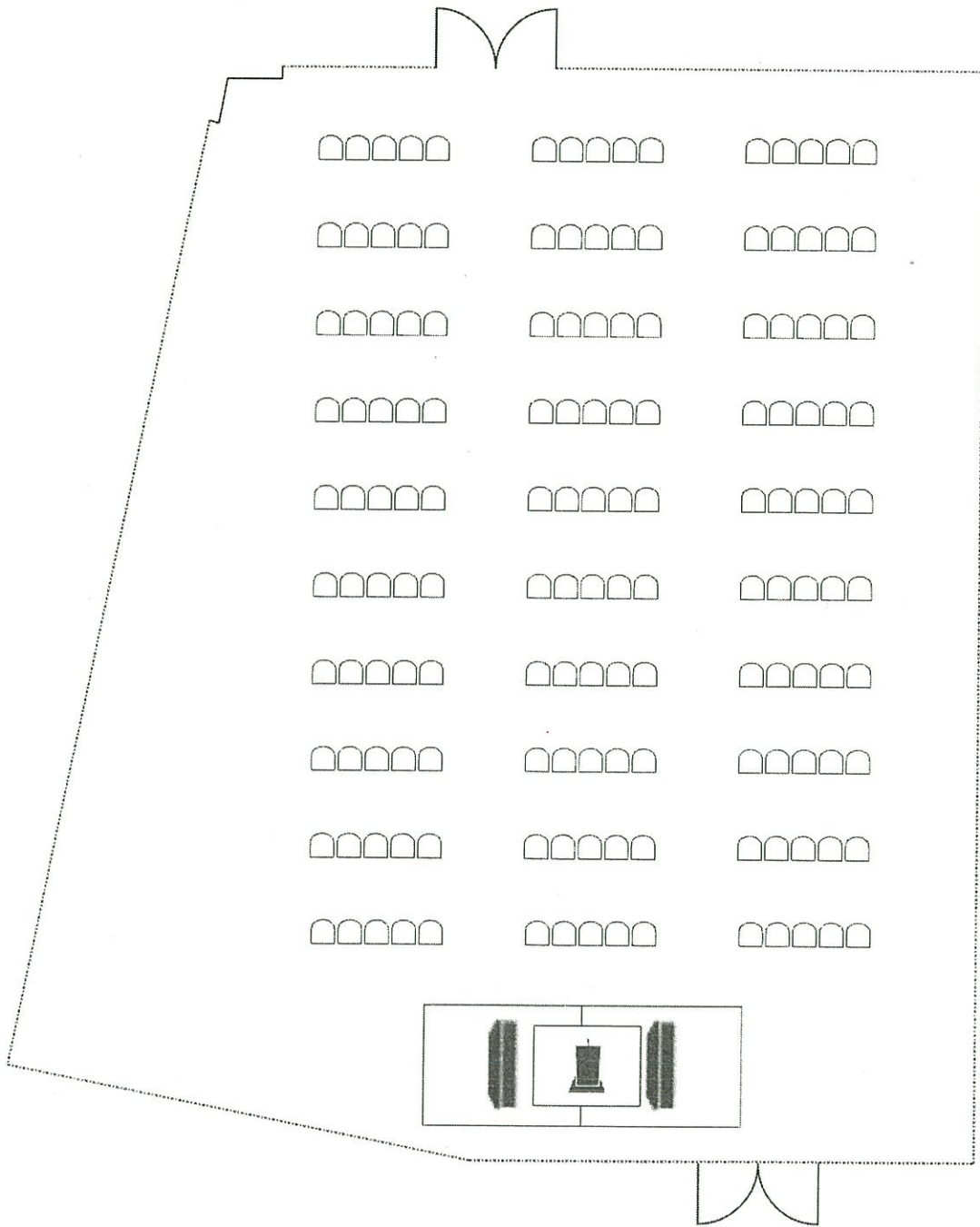
Due Date	Description	Amount	Date Rec'd	Description	Amount
May 28, 2018	Initial Deposit due on Contract	\$1,000.00	May 29, 2018	Deposit Cheque	\$-1,000.00
Jun 21, 2018	Final Deposit	\$974.70			

Total Deposits: \$1,974.70

All invoicing will be reconciled post event

Client Signature _____ Date: _____


***** END OF REPORT *****




5 Feet

Equipment List

[0 Total Tables, 155 Total Chairs]

 155 16" X 16" Banquet

 1 4' X 5.33' Podium

 2 8' X 6' Riser

Notes

12/21/2018

FWD: RE: Floorplan for upcoming event - July 21 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: Floorplan for upcoming event - July 21

From: admin@rccgbc.org

Date: 6/15/18 11:41 am

To: "Cathy Storoz" <cstoroz@anvilcentre.ca>

Cc: "Seun Salami" <salsals2002@gmail.com>, "Dorcas Oginni" <dorcas_yetty@yahoo.com>

Hi Cathy

Thanks for your mail.

Floor plans looks ok. Is it possible for you to increase the number to 200? or can this be added on request on the day.

We are also thinking of having a banner on the stage to form a back drop.

We will need a few display tables (approximately 6) including registration table either inside the room or in the foyer/lobby area.

I will stop by to see you on Tuesday. Please confirm the best time for you.

regards,

Ronald Brown
Admin

Subject: RE: Floorplan for upcoming event - July 21
From: "Cathy Storoz" <cstoroz@anvilcentre.ca>
Date: 6/15/18 4:11 pm
To: "'admin@rccgbc.org'" <admin@rccgbc.org>
Cc: "Seun Salami" <salsals2002@gmail.com>, "Dorcas Oginni" <dorcas_yetty@yahoo.com>

Hi Ronald,

Yes, we can certainly add the chairs, however, it is much easier for us to set for 180, and adjust. We typically do not have staff on shift to do any equipment conversion on the day of the event.

I have attached a copy of another floor plan, showing you what 180 looks like in that room. As well, I have added a registration table, with 2 chairs, and 5 extra tables which will go along the West wall in the Atrium.

As for your banner/backdrop, we will just need to discuss how this will be posted. You are able to put items on our walls, but you would just need to bring painters tape or masking tape. Your stage is 16 feet wide, and 6 feet deep.

If you think you may need one more 8' stage piece, I can certainly add that.

I am available on Tuesday anytime between 11 and 3:00pm.

Please let me know what time you will be coming.

Kind Regards,

Cathy



ANVIL CENTRE
NEW WESTMINSTER

Payment Receipt

Redeemed Christian Church of God
100 – 60 Eighth Street
New Westminster, BC V3M 3P1

Receipt: P000003651-6

Towards

Event: Redeemed Christian Church of God (10056)

Date	Transaction	Amount
06/20/2018	Deposit Cheque	\$-974.70

THIS IS EXHIBIT " K "
referred to in the Affidavit of
Ronald Brown
Sworn before me this 21st
day of DECEMBER A.D. 20 18
[Signature]

Thank you for your payment.
We look forward to hosting your next event at the Anvil Centre.

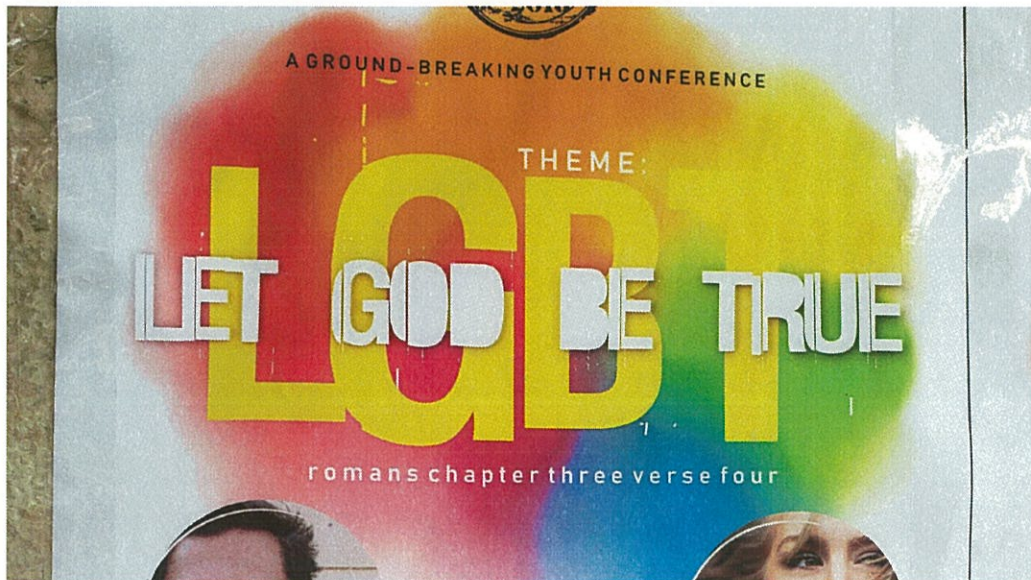
Anvil Centre
777 Columbia Street, New Westminster, BC V3M 1B6
T 604-515-3830
www.anvilcentre.ca

'LGBT: Let God Be True' event cancelled by New Westminster venue



BY MARCELLA BERNARDO AND SONIA ASLAM
11:52 am PST Last Updated Jun 22, 2018 at 6:16 am PST

Posted Jun 21, 2018



THIS IS EXHIBIT " L " referred to in the Affidavit of RONALD BROWN
Sworn before me this 27th day of DECEMBER A.D. 2018
[Signature]

(Contributed Photo)

SUMMARY

New Westminster venue cancels 'LGBT: Let God Be True' event after learning more about it



Anvil Centre says youth conference doesn't align with its policies as it cancels the event



NEW WESTMINSTER (NEWS 1130) – A youth conference planned for mid-July in New Westminster has now been cancelled by the venue where it was supposed to be held.

The theme of the event was “LGBT: Let God Be True” and it planned on having speakers and facilitators use biblical quotes to discuss LGBT issues and LGBTQ advocates had expressed their concern about it.

One of the people behind the “Get a Grip 2018” Youth Conference is a well-known critic of SOGI 123 — the new anti-bullying and harassment program brought in schools around BC.

Kari Simpson with the group Culture Guard believes the curriculum indoctrinates children and takes away a parent’s right to educate their own kids.

Colin McKenna with PFlag Vancouver is among those concerned about the event. In a letter to the Simon Fraser Student Society, which was listed on a poster as a supporter of the event, he wrote, “A facilitator of this event, apparently being hosted in conjunction with a religious organization, has a long history of causing harm to the LGBTQ community.”

McKenna notes he is a graduate of SFU, adding, “As a long-time advocate in this city for the rights of LGBTQ people, I am extremely disappointed to see my own university’s name on such an obviously divisive and discriminatory event. In fact, I am horrified.”

Related articles:

[Controversial Chilliwack trustee the subject of Human Rights Tribunal complaint](#)

BC's sexual orientation and gender identity education under fire again in Chilliwack

Heidi Hughes with the Anvil Centre in New Westminster, where the event was set to be held, says they made the decision to pull the event earlier today.

“We notified the organizer from the Redeemed Church of God that the Anvil Centre will not be hosting this event on July 21. In accordance with our policy for Anvil Centre, we decided to cancel the booking. It was not in accordance with our space allocation policy,” explains Heidi Hughes with the Anvil Centre.

She explains social media played a part in their decision.

“Primarily based on our policies, but we did receive an email as well we saw some social media activity around our event which prompted us to do some further investigating and looking into the matter.”

Hughes adds they were not comfortable with the “subject matter.”

The Anvil Centre is owned and operated by the City of New Westminster.



Simon Fraser Student Society has asked that its logo be removed from the poster until they learn more about the event.

In a statement to **NEWS 1130**, the society says, "Typically, clubs submit their requests for printed materials (banners, posters, flyers, etc.) in advance, which provides us with an opportunity to review these requests and approve or reject them for publishing. Unfortunately, this process was not used

for this event. We hope to meet with representatives from the club tomorrow to learn more about the event and determine how best to move forward.”

The statement continues and adds, “The Simon Fraser Student Society stands in strong support of the LGBTQ+ community. We have a long history of LGBTQ+ advocacy and have also established and continue to support an active Out on Campus office.”

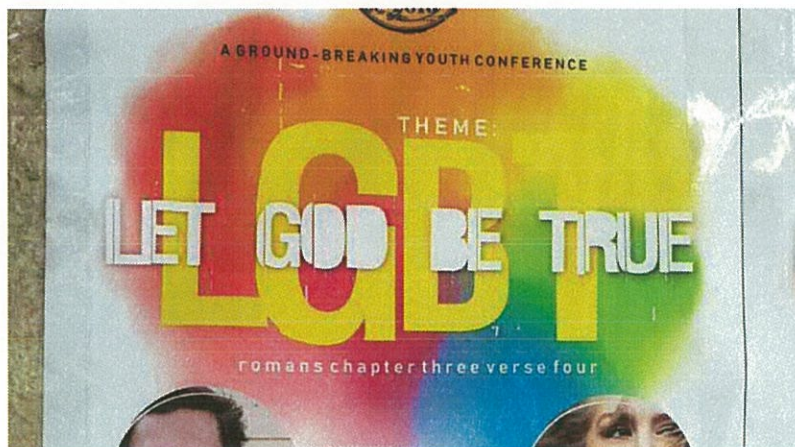
Reaction to news of the cancellation by the venue has been mixed, with some calling it a “wise” decision and others arguing the event can simply go ahead in a different venue.



NEWS 1130 ✓ @NEWS1130 · Jun 21, 2018



'LGBT: Let God Be True' event cancelled by New Westminster venue saying it doesn't align with its policies bit.ly/2twx4Vk



BCTF
@bctf

A wise decision by venue.



3 5:50 PM - Jun 21, 2018



[See BCTF's other Tweets](#)



12/21/2018

FWD: Event Cancellation July 21st, 2018 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: Event Cancellation July 21st, 2018

From: "Heidi Hughes" <hhughes@anvilcentre.ca>

Date: 6/21/18 12:41 pm

To: admin@rccgbc.org

Cc: lspitale@newwestcity.ca, ymarling@anvilcentre.ca, bfryer@newwestcity.ca, dheal@anvilcentre.ca, cmacfarlane@newwestcity.ca

Good afternoon Ronald,

We became aware today, that one of your event speakers / facilitators, Kari Simpson, highlighted for your July 21st, 2018 event, vocally represents views and a perspective that run counter to City Of New Westminster and Anvil Centre booking policy.

Specifically Anvil Centre booking policy *restricts or prohibits user groups if they promote racism, hate, violence, censorship, crime or other unethical pursuits*. In accordance with our policy we are informing you that we are cancelling your booking and will immediately process a refund for the entirety of your booking fee.

Should you have any questions please do not hesitate to call me directly.

Sincerely,

Heidi Hughes

Director of Sales & Marketing

Anvil Centre

T 604 515 3815 E hhughes@anvilcentre.ca

777 Columbia Street

New Westminster, BC, V3M 1B6

www.anvilcentre.ca

THIS IS EXHIBIT " M " referred to in the Affidavit of

RONALD BROWN

Sworn before me this 27th

day of DECEMBER A.D. 20 18

[Signature]

12/21/2018

FWD: RE: Event Cancellation July 21st, 2018 - jkitchen@jccf.ca - Justice Centre for Constitutional Freedoms Mail

Subject: RE: Event Cancellation July 21st, 2018

From: admin@rccgbc.org

Date: 6/21/18 1:19 pm

To: "Heidi Hughes" <hhughes@anvilcentre.ca>

Cc: lsptale@newwestcity.ca, ymarling@anvilcentre.ca, bfryer@newwestcity.ca, dheal@anvilcentre.ca, cmacfarlane@newwestcity.ca, "Pastor Bayo Adediran" <bayoadediran@yahoo.com>, "Seun Salami" <salsals2002@gmail.com>

Hi Heidi

Good day to you. As discussed in our telephone conversation a short time ago, It is unfortunate that the Anvil Centre has taken the decision to cancel the event without first discussing the matter with us. If there are queries or concerns from the centre, we believe that due process should prevail and the center should give us an opportunity to explain what our intentions are.

We are happy to meet with the Anvil Team to discussed the focus of the conference and to further highlight that there will be no hate, racism or violence promoted at our conference. This is a Christian conference for Teens and Youths and is opened to the general public.

We would be happy meet with your team sometime next week to discuss this matter further. Please let us know which day and time is doable for you and your team.

regards,

Ronald Brown
Admin

THIS IS EXHIBIT " N "
referred to in the Affidavit of
RONALD BROWN
Sworn before me this 27th
day of DECEMBER A.D. 20 18
[Signature]

City of New Westminster – Anvil Centre

Policy & Procedure

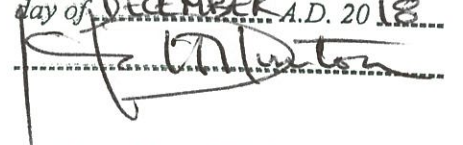
ANVIL CENTRE BOOKING AND SPACE ALLOCATION POLICY & PROCEDURES: CONFERENCE CENTRE		Effective Date:	December 2, 2014
		Supersedes Date:	none
Department	Office of the City Administrator	File No.	474125V5
Approved	<input checked="" type="checkbox"/> City Council <input type="checkbox"/> Anvil Centre Oversight Group	<input checked="" type="checkbox"/> Chief Administrative Officer	

PURPOSE

The purpose of this policy is to identify allocation priorities for Anvil Centre Conference spaces to maximize use, generate revenue and to stimulate the local economy and attract visitors to New Westminster.

AUTHORIZATION

Anvil Centre staff are responsible for the implementation of this policy authorized by City Council.

THIS IS EXHIBIT " 0 " referred to in the Affidavit of RONALD BROWN Sworn before me this 27th day of DECEMBER A.D. 2018


INTERRELATED

The following policies supersede this policy:

- Applicable law governing the scope of Anvil Centre operations

DEFINITIONS

Community Events – means events being organized and implemented by registered New Westminster charitable non-profit organizations primarily offering services to New Westminster residents.

Civic Operations & Functions – means events organized, implemented and paid for by the City for the purpose of conducting City business or offering community events.

Partnered Events – means events booking space at Anvil Centre that are co-organized by the City or supported by the City through its participation, grants and/or in-kind services.

Ancillary Services – means any good or service associated with rental group bookings.

Tentative Booking – means the unconfirmed reservation of conference space(s) for a user or user group and is subject to change or challenge.

Challenge – means rentals that better achieve the Booking & Space Allocation Policy objectives and allocation priorities can displace tentative bookings.

Confirmed Booking– means that the user group or individual has confirmed their event booking by means of payment, insurance and performance requirements outlined in the executed (signed) rental agreement.

Event Booking – means the booking of Anvil Conference Centre and ancillary services for an event (meeting, conference, banquet etc.).

OBJECTIVES

The objective of this policy is to:

1. Maximize revenue generation;
2. Maximize use of conference spaces;
3. Maximize use of all business units and programs;
4. Act as a stimulus to the local economy;
5. Enhance the profile of New Westminster as a desirable destination and to attract visitors; and
6. Support Civic operations and functions

FEES

Anvil Centre Conference fees are listed and approved in the applicable Fees & Charges bylaws.

Associated fees are designed to generate net revenues, per rental, with the user group paying all associated rental and ancillary costs. Ancillary fees are subject to change, without notice, based on market value.

ALLOCATION

The allocation of Anvil Centre Conference space (i.e. rentals) is allocated on a revenue maximization basis using the following criteria:

1. Size of group;
2. Term of event booking;
3. Ancillary Conference services purchased (i.e. food and beverage, equipment rentals, staffing, custodial, etc.);
4. Repeat full paying customers;
5. Meeting the objectives outline herein;
6. Maximizing use of Conference spaces; and
7. Total net revenue per rental.

The table below demonstrates priority of use by rental type.

Rental	Priority of Use
Commercial/Industry Bookings	User groups pays rack (full) rates
Civic Event Booking	City of New Westminster events or partnered events (i.e. Annual Civic Dinner, May Day Banquet, Canada Day, etc.)
Partnership & Community Event Bookings	Rental user groups offering publically accessible and desirable community services. These rentals may or may not be sponsored and/or organized by the City

ALLOCATION CONFIRMATION

Event booking requests are received on an on-going basis and result in a tentative booking of conference space(s). All tentative bookings are subject to change or challenge. In the case of a challenge, Anvil Centre Staff will make best efforts to:

- Find an alternate Anvil Centre event booking date suitable to the user group; or
- Assist the user group in booking alternative space to accommodate their event date and needs in other venues.

Confirmed event bookings cannot be challenged.

CONFIRMATION SCHEDULE

Commercial Events

Type of Event	# of People (size)	18+ Months prior	13-18 Months prior	10-12 Months prior	7-9 Months prior	3-6 Months Prior	1-2 Months prior	0-3 Weeks prior
Multi-Day Conference & Tradeshow	350+							
One-day Conference & Tradeshow	350+							
Wedding	≥350							
Galas / Banquet	≥350							
Weddings	100-350							
Gala / Banquet	100-350							
Multi-Day Conference (2+ days)	100-350							
Multi day meetings	≥100							
One day meeting	51-100							
One day meeting	26-50							
One day meeting	≤26							
Partial day meeting	51-100							
Partial day meeting	26-50							
Partial day meeting	≤26							

Tentative hold

Able to confirm

Civic, Community & Partner Events

Type of Event	# of People (size)	18+ Months prior	13-18 Months prior	10-12 Months prior	7-9 Months prior	3-6 Months Prior	1-2 Months prior	0-3 Weeks prior
Multi – Day Conference & Tradeshow	350+							
One-day Conference & Tradeshows	350+							
Galas / Banquets	350+							
Weddings	100-350							
Gala / Banquet	100-350							
Multi-Day Conference (2+ days)	100-350							
Multi day meetings	100+							
One day meeting	100+							
One day meeting	51-100							
One day meeting	26-50							
One day meeting	≤26							
Partial day meetings	100+							
Partial day meetings	26-50							
Partial Day Meeting	≤26							

Tentative hold only

Able to confirm

CONDITIONS & INSURANCE

Event bookings may be canceled, at any time, based on violations of the rental agreement, non-payment of fees, unexpected facility closures, changes in service delivery or unforeseen circumstances.

Additional terms and conditions requirements are outlined in Anvil Centre event booking agreements. In addition, all event booking user groups are required to attain \$5M insurance with the Corporation of the City of New Westminster named as additional insured on the policy. Proof of insurance is required to confirm the event booking.

User groups will be restricted or prohibited if they:

- a) promote racism, hate, violence, censorship, crime or other unethical pursuits;
- b) involve non-sanctioned sales of ancillary services;
- c) disrupts other facility patrons or operations
- d) involve busking or providing entertainment for tips, gratuities or donations without written permission in the Event Booking Agreement;
- e) misrepresent the scope and/or purpose of the booked function;
- f) intend to conduct activities in City facilities that are incongruent with the Mission and Vision of Anvil Centre and the City of New Westminster;
- g) include animals within civic facilities (Provincially certified and leashed guide dogs are exempted)



Justice Centre
for Constitutional Freedoms

THIS IS EXHIBIT " Q "
referred to in the Affidavit of
Ronald Brown
Sworn before me this
day of A.D. 20
.....

July 6, 2018

VIA EMAIL AND FACSIMILE

Vali Marling,
General Manager, Anvil Centre
777 Columbia Street
New Westminster, BC V3M 1B6
Fax: 604 549 0776

Dear Ms. Marling:

RE: Unlawful Cancellation of Rental

We write on behalf of The Redeemed Christian Church of God BC, as represented by Grace Chapel. The Anvil Centre has cancelled a rental booking for a conference Grace Chapel had contracted with the Anvil Centre to host at the Centre on July 21, 2018. The cancellation was affected unlawfully and is an unjustifiable infringement of the constitutionally-protected freedom of expression.

We request the cancellation be reversed and that the Anvil Centre adhere to its contractual and constitutional obligations to permit Grace Chapel to proceed with its conference on July 21.

Background

Grace Chapel is a parish of the BC Redeemed Christian Church of God located in downtown New Westminster. Part of Grace Chapel's vision is to "build a multi-ethnic, diverse church where people of every nation in our community will worship God together in unity of the Spirit and will in turn impact their communities for Christ". In an effort to fulfill this vision, Grace Chapel serves the local community in various ways, such as regularly providing breakfast to homeless individuals.

On May 25, 2018, the leadership of Grace Chapel executed a contract with the City of Westminster to rent a portion of the Anvil Centre, which is a conference centre owned and operated by the City. The rental was for a religious youth conference called "Get a Grip", which was to be held on July 21, 2018. The theme for the conference is "LGBT: Let God Be True". The focus of the conference is to consider Biblical views regarding sexuality and identity issues. The conference is to be attended by youth and young adults aged 13-25.

Grace Chapel does not have a church building of its own. Church events are held in rented spaces throughout New Westminster, including the Anvil Centre.

On June 21, 2018, Grace Chapel received an email from Anvil Centre Director of Sales & Marketing, Heidi Hughes. Ms. Hughes stated that the Anvil Centre was reneging on the contract and cancelling the rental. The Anvil Centre had not expressed any concerns regarding Grace Chapel or the conference prior to June 21. The email stated:

We became aware today, that one of your event speakers / facilitators, Kari Simpson, highlighted for your July 21st, 2018 event, vocally represents views and a perspective that run counter to City of New Westminster and Anvil Centre booking policy.

Specifically Anvil Centre booking policy restricts or prohibits user groups if they promote racism, hate, violence, censorship, crime or other unethical pursuits. In accordance with our policy we are informing you that we are cancelling your booking and will immediately process a refund for the entirety of your booking fee.

Ms. Hughes did not state how the inclusion of a particular speaker at the conference caused Grace Chapel to “promote racism, hate, violence, censorship, crime or other unethical pursuits”, or how it is possible that this speaker’s “views” or “perspective” could contravene the Anvil Centre Booking Policy.

The Charter Guarantees Freedom of Expression

The *Canadian Charter of Rights and Freedoms* guarantees Canadians the “fundamental freedoms” of expression, association, conscience and religion. As a government facility that is regularly used for expressive and associative activities, such as conferences, the Anvil Centre cannot deny use of its facilities in a manner that unjustifiably infringes the freedoms protected by section 2 of the *Charter*.¹

The Anvil Centre is constitutionally prohibited from restricting expression on its premises, religious or otherwise, on the basis of the content of the expression. It cannot justify censorship by simply labelling expression it disapproves of as “racist” or “hateful”. Saying so does not make it so. Neither the leadership of Grace Chapel nor any of the conference speakers has in the past, or will on July 21, “promote racism, hate, violence, censorship, crime or other unethical pursuits”.

The Anvil Centre is legally obligated to uphold, as part of the freedom of expression, the right of citizens to hear and consider all views and perspectives. Section 2(b) of the *Charter* protects the right to receive expressive material as much as it does the right to speak.² By cancelling the rental, the Anvil Centre unjustifiably infringed the constitutional right of those intending to attend the conference to receive information, and to listen and consider diverse opinions on topics of interest to them.

¹ *Greater Vancouver Transportation Authority v. Canadian Federation of Students — British Columbia Component*, 2009 SCC 31, at paras. 41-44.

² *Harper v. Canada (Attorney General)*, 2004 SCC 33, at paras. 17-18; *Little Sisters Book & Art Emporium v. Canada (Minister of Justice)*, 2000 SCC 69, at para. 41.

It is not against the public interest to hold and express diverse views regarding sexuality.³ Further, governments at all levels are precluded from favouring any one belief system over another, including beliefs regarding sexuality and gender, and from discriminating against the expression of minority beliefs.⁴

Difficult though some may find the issues of human sexuality and gender, there must be room for free and open discussion about such issues, including religious, ideological and conscientiously-held beliefs regarding such issues. Peaceful, public expression regarding issues of sexuality and gender is entitled to protection under the fundamental Canadian value of free expression, even if such expression is unpopular or makes some people feel uncomfortable.

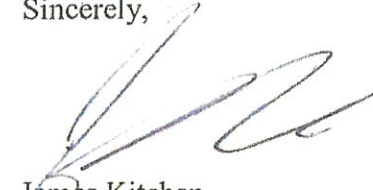
Conclusion

Canada is a diverse, pluralistic, free and democratic society, not a police state where the “wrong” opinions are suppressed by an authoritarian government. We request that the Anvil Centre reverse its arbitrary cancellation of Grace Chapel’s July 21st rental.

Considering the urgent nature of this matter, we request a response from the Anvil Centre no later than the close of business on July 11, 2018.

Govern yourselves accordingly.

Sincerely,



James Kitchen
Barrister and Solicitor

cc: Grace Chapel
Heidi Hughes, Anvil Centre Director of Sales & Marketing
New Westminster Mayor Jonathan X. Côté
City Councillors Bill Harper, Patrick Johnstone, Jaimie McEvoy, Chuck Puchmayr, Mary Trentadue, and Lorrie Williams

³ *Civil Marriage Act*, SC 2005, c 33, preamble; s 3.1.

⁴ *Mouvement laïque québécois v Saguenay (City)*, 2015 SCC 16, at paras. 71-75.



Justice Centre for Constitutional Freedoms

THIS IS EXHIBIT "F" referred to in the Affidavit of
Ronald Brown

Sworn before me this 27th

day of DECEMBER A.D. 2018

[Signature]

July 6, 2018

VIA EMAIL AND FACSIMILE

Vali Marling,
General Manager, Anvil Centre
777 Columbia Street
New Westminster, BC V3M 1B6
Fax: 604 549 0776

Dear Ms. Marling:

RE: Unlawful Cancellation of Rental

We write on behalf of The Redeemed Christian Church of God BC, as represented by Grace Chapel. The Anvil Centre has cancelled a rental booking for a conference Grace Chapel had contracted with the Anvil Centre to host at the Centre on July 21, 2018. The cancellation was affected unlawfully and is an unjustifiable infringement of the constitutionally-protected freedom of expression.

We request the cancellation be reversed and that the Anvil Centre adhere to its contractual and constitutional obligations to permit Grace Chapel to proceed with its conference on July 21.

Background

Grace Chapel is a parish of the BC Redeemed Christian Church of God located in downtown New Westminster. Part of Grace Chapel's vision is to "build a multi-ethnic, diverse church where people of every nation in our community will worship God together in unity of the Spirit and will in turn impact their communities for Christ". In an effort to fulfill this vision, Grace Chapel serves the local community in various ways, such as regularly providing breakfast to homeless individuals.

On May 25, 2018, the leadership of Grace Chapel executed a contract with the City of Westminster to rent a portion of the Anvil Centre, which is a conference centre owned and operated by the City. The rental was for a religious youth conference called "Get a Grip", which was to be held on July 21, 2018. The theme for the conference is "LGBT: Let God Be True". The focus of the conference is to consider Biblical views regarding sexuality and identity issues. The conference is to be attended by youth and young adults aged 13-25.

Grace Chapel does not have a church building of its own. Church events are held in rented spaces throughout New Westminster, including the Anvil Centre.

On June 21, 2018, Grace Chapel received an email from Anvil Centre Director of Sales & Marketing, Heidi Hughes. Ms. Hughes stated that the Anvil Centre was reneging on the contract and cancelling the rental. The Anvil Centre had not expressed any concerns regarding Grace Chapel or the conference prior to June 21. The email stated:

We became aware today, that one of your event speakers / facilitators, Kari Simpson, highlighted for your July 21st, 2018 event, vocally represents views and a perspective that run counter to City of New Westminster and Anvil Centre booking policy.

Specifically Anvil Centre booking policy restricts or prohibits user groups if they promote racism, hate, violence, censorship, crime or other unethical pursuits. In accordance with our policy we are informing you that we are cancelling your booking and will immediately process a refund for the entirety of your booking fee.

Ms. Hughes did not state how the inclusion of a particular speaker at the conference caused Grace Chapel to “promote racism, hate, violence, censorship, crime or other unethical pursuits”, or how it is possible that this speaker’s “views” or “perspective” could contravene the Anvil Centre Booking Policy.

The Charter Guarantees Freedom of Expression

The *Canadian Charter of Rights and Freedoms* guarantees Canadians the “fundamental freedoms” of expression, association, conscience and religion. As a government facility that is regularly used for expressive and associative activities, such as conferences, the Anvil Centre cannot deny use of its facilities in a manner that unjustifiably infringes the freedoms protected by section 2 of the *Charter*.¹

The Anvil Centre is constitutionally prohibited from restricting expression on its premises, religious or otherwise, on the basis of the content of the expression. It cannot justify censorship by simply labelling expression it disapproves of as “racist” or “hateful”. Saying so does not make it so. Neither the leadership of Grace Chapel nor any of the conference speakers has in the past, or will on July 21, “promote racism, hate, violence, censorship, crime or other unethical pursuits”.

The Anvil Centre is legally obligated to uphold, as part of the freedom of expression, the right of citizens to hear and consider all views and perspectives. Section 2(b) of the *Charter* protects the right to receive expressive material as much as it does the right to speak.² By cancelling the rental, the Anvil Centre unjustifiably infringed the constitutional right of those intending to attend the conference to receive information, and to listen and consider diverse opinions on topics of interest to them.

¹ *Greater Vancouver Transportation Authority v. Canadian Federation of Students — British Columbia Component*, 2009 SCC 31, at paras. 41-44.

² *Harper v. Canada (Attorney General)*, 2004 SCC 33, at paras. 17-18; *Little Sisters Book & Art Emporium v. Canada (Minister of Justice)*, 2000 SCC 69, at para. 41.

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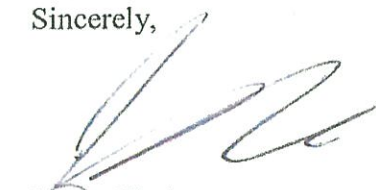
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