

**GLENORA COMMUNITY LEAGUE
SPONSORSHIP AGREEMENT**

This Agreement made as of the _____ day of 20_____

Between:

**GLENORA COMMUNITY LEAGUE
(the "League")**

-and-

(the "Sponsor")

- A. The League owns the Rink Boards and has the right to authorize the display of advertising at the Facility. The Facility is located on City of Edmonton property and is leased to the League and the League has been given permission to advertise on the Rink Boards as per the Tripartite Licence Agreement and the Municipal Improvement Agreement.

- B. The Sponsor wishes to display their advertising at the Facility and the League agrees to permit the Sponsor to do so in accordance with the terms and conditions of this Agreement and in consideration of the mutual covenants, terms and conditions set out herein and other good and valuable consideration.

- C. The League and the Sponsor wish to set out the terms and conditions by which the Sponsor will advertise on the Rink Boards.

The League and Sponsor agree as follows:

1.1 In this Agreement:

- (a) "Advertising" means the words and images associated with the Sponsor to be displayed on the Rink Boards pursuant to this Agreement;
- (b) "Agreement" means this agreement;
- (c) "Business Day" means any day, other than a Saturday, Sunday, or a statutory or civic holiday;
- (d) "Contract Administrator" means the person authorized to represent the League in respect of the Agreement;
- (e) "Facility" means the League's rink located at the civil address 13712 - 104 Avenue NW (Block W, Plan 3875P);
- (f) "Rink Boards" means the surface of the rink boards facing the ice or playing surface of the Facility rink,
- (g) Term commences on the effective date of this agreement and terminates on the 6 year anniversary of the date the boards are installed.

1.2 Either party may terminate this Agreement by giving the other party thirty (30) days' notice in writing. The League will not refund the Sponsor for early termination of this agreement.

2. Grant of Rights

2.1 The Sponsor is granted the right, by the League, to display Advertising on the Rink Boards during the Term of the Agreement subject to, and in accordance with, the terms and conditions of this Agreement.

2.2 The Advertising to be displayed upon the Rink Boards shall be in accordance with law including but not limited to provincial and federal legislation and regulation, bylaws, common law, and in particular, without limitation to the foregoing, the regulations and standards set by the Advertising Standards Canada and shall be of a moral and reputable standard. The League will not accept Advertising which is, in the League's sole discretion, likely to be considered to be of questionable taste or offensive in its style, content or presentation. The League will not accept Advertising for alcoholic beverages, tobacco, cannabis or electronic vaping products. The League may, in its sole discretion, determine any advertising to be of an immoral or not of reputable standard, or unacceptable taking into consideration the users having access to the Facility and Rink Boards.

(a) The League may refuse, or order removal of, the Advertising at any time at its sole and absolute discretion.

2.3 The Sponsor acknowledges and agrees that no exclusivity for Advertising of products or services is granted pursuant to this Agreement and that the League retains the right to solicit sponsors, without the prior approval of the Sponsor, for the sponsoring of other Rink Boards, components of the facility, events, programs or goods-in-kind.

2.4 Advertising location on Rink Board spaces are granted on a first come, first served and paid basis.

3. Major Events

3.1 In the event that the Facility has a major event which is corporately sponsored and for which exclusivity of advertising or signage has been granted, the League reserves the right to remove or cover the Advertising for a period not to exceed one month. If the Advertising is removed or covered for more than seven (7) consecutive calendar days during the Term, then the Term of the Agreement will be extended for such period that the Advertising is removed or covered, in excess of seven (7) days.

4. Sponsorship Fee

4.1 In consideration of the right to display Advertising on the Rink Boards, the Sponsor shall pay to the League the Sponsorship Fee specified in Schedule A.

5. Hours of Operation

5.1 The Facility will typically be open during its regular operating hours, subject to reduced hours or being closed on statutory holidays, and shut down for annual maintenance (shut down times vary), weather, or inclement conditions. The Sponsor acknowledges that there is no representation or warranty given in respect of when the Facility will be open to the public.

6. Sponsor's Responsibilities

6.1 The Sponsor shall:

- (a) Provide the Contract Administrator with the Advertising as follows:
 - (i) Provide an image in a PDF, or other mutually agreed upon format, of the proposed Advertising for the League's approval and placement.

- (ii) Upon receipt of the League's approval of the proposed Advertising, provide the approved advertising in a Vector file;
- (b) be responsible for the cost of replacing the Advertising if damaged;
- (c) be responsible for removing and/or replacing the Advertising if so required under this Agreement

7. The League's Responsibilities

7.1 The League:

- (a) will review the proposed Advertisement and provide confirmation of approval, or any required changes, within 10 Business Days of receipt of the same as provided for in 6.1(a)(i). Approval by the League is required for the type, size, orientation and color of the Advertising.
- (b) will provide and install the Rink Boards with the approved Advertising applied thereon;
- (c) will install the Rink Boards, with the Advertising, within thirty (30) Business Days of completion of the Facility or League will advise Sponsor of any issues beyond their control that may cause delay, in accordance with the League's standards;
- (d) may remove the Advertising at any time following the end of the Term, unless a further Sponsorship Agreement has been executed between the parties in advance of the Term expiring.

8. Warranties and Representations

8.1 The Sponsor shall provide proof that it is incorporated or otherwise authorized to do business in the City of Edmonton, Alberta or Canada, if requested to do so by The League.

8.2 The Sponsor warrants that the words and images which form any part of the Advertising are the intellectual property of the Sponsor, or that it is authorized to make use of the same, and that the Advertisement, and content thereof, does not infringe any, statute, law, code, bylaw or rights of others.

8.3 The Sponsor represents and warrants to the League that it has rights to any name or logo to be used in the Advertising and that the Sponsor has taken all necessary steps to enable the League to use the name or logo as contemplated herein.

8.4 The League will retain ownership of the Rink Boards and all equipment, material, and supplies provided for by this Agreement. Notwithstanding anything herein contained, the League shall acquire no right, title or interest in any Sponsor brands or logos.

9. Condition of Rink Boards

9.1 The League will take reasonable precautions to secure the rink but should damage occur, the Sponsor will have the option to fix or remove their signage but will not be entitled to a return of the funds provided. The Term of the Agreement will not be extended for the period the Advertising is removed for repair or replacement.

9.2 The League will not be responsible for vandalism or damage to the Advertising. The League has the right to remove Advertising that is vandalized, damaged or not in good repair. In the event of any such damage, the Sponsor will be responsible for repair or replacement cost of the Advertising on the Rink Boards. The Sponsor will not be entitled to a refund of any fee or payment if it chooses not to repair or replace the damaged Advertising.

10. Indemnity

10.1 The Sponsor shall at all times indemnify and save harmless the League from and against any and all actions, claims, demands, suits, proceedings, damages, costs (including, without restriction, legal costs on a solicitor and his own client full indemnity basis) and expenses whatsoever, that may be brought, made, or incurred by or against the League by reason of, arising out of, or in any way related to the Advertising by the Sponsor (including but not limited to actions, claims, or demands for allegations of passing off, defamation, infringement of any patent, copyright, trademark or other intellectual property rights) except where the action, claim, demand, cost or expense was caused solely by the intentional acts or negligence of the League.

10.2 Should the League undertake the defense and/or settlement of a Claim in accordance with this section, the Sponsor shall pay to the League all costs of the legal fees (on a solicitor own client, full indemnity basis) and disbursements required to settle any such Claim or to defend the League against any such Claim notwithstanding that the settlement or defence of the said action was undertaken on behalf of the League by a salaried employee of the League or external counsel. If the Sponsor fails to make any such payments, the League shall be entitled to deduct the amount of such payment from any payment required to be made by the League to the Sponsor under the Agreement or take whatever other remedies against the Sponsor that the League may have at law.

11. Events of Default

11.1 If the Sponsor:

(a) fails to pay any monies required to be paid under this Agreement at the time the monies are required to be paid; or

(b) engages in conduct which reflects unfavourably upon the name, goodwill, reputation, image or mission of the League, determined in the sole discretion of the League, and such conduct is not remedied as soon as possible, but in any event, no later than thirty (30) Business Days after receipt by the Sponsor of written notice from the League with respect to such conduct; or

(c) fails to comply with any condition or term of this Agreement and does not remedy such non-compliance no later than thirty (30) Business Days after receipt by the Sponsor of written notice from the League; the League may immediately remove the Advertising and terminate this Agreement, and consequently, all rights of the Sponsor are also terminated without entitlement to claim any damages, reimbursement, compensation, refund or remuneration. These remedies are in addition to, and shall not preclude the League's recourse to, any statutory or common law rights, remedies or entitlements.

12. Contract Administrator

12.1 The League has designated _____, as its Contract Administrator for purposes of this Agreement. The Contract Administrator is authorized to act on the League's behalf to transmit instructions to and accept information and advice from the Sponsor, to receive, review and approve the Advertising. If the Contract Administrator changes, the League will provide reasonable notice to the Sponsor in writing of such change.

13. Sponsor Representative

13.1 The Sponsor has designated _____, as its representative for purposes of this Agreement. The Sponsor's representative is authorized to act on the Sponsor's behalf to carry out the terms of this Agreement, including providing instructions and payment to the League. If the Sponsor's representative changes, the Sponsor shall provide The League with notice in writing within five (5) days of such change.

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14. Relationship of the Parties

14.1 This Agreement does not constitute, designate or agree that any party hereto is the agent or employee of the other, or create a partnership, joint venture or similar relationship between the parties, and no party shall have the power to obligate or bind the other party in any manner whatsoever.

15. Modification of Agreement

15.1 This Agreement may be modified by the parties hereto only by a written supplemental agreement executed by both parties.

16. Notice

16.1 Any notice, consent, request, approval, invoice, document or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered personally, sent by fax or similar transmitted message, or mailed by registered mail, postage prepaid, to the said parties at the respective addresses or fax numbers set forth hereunder, namely:

If to the League:

Glenora Community League
10426 136 Street NW Address
Edmonton, Alberta T5N 2E8
Email: president@glenoracl.com

If to the Sponsor:

Name:
Address:
Telephone:
Email:

16.2 Any notice, consent, approval, statement, authorization, document or other communication required or permitted to be given by the League in this Agreement may be given by the Contract Administrator unless otherwise expressly herein provided.

17. Assignment

17.1 Only League approved Advertising of the Sponsor is granted display rights herein. The Sponsor shall not voluntarily or by operation of law assign or otherwise transfer the rights granted to the Sponsor under this Agreement without the prior written consent of the League.

18. Waiver

18.1 The waiver by either party of any breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach.

19. Disputes

19.1 In the event that a dispute, except as regards a question of law, arises with respect to this Agreement the parties agree to resolve it as follows: within three (3) Business Days of one party notifying the other in writing of a Dispute, the Contract Administrator and the Sponsor representative shall meet and resolve the Dispute. If the parties fail to resolve the Dispute within ten (10) Business Days from the initial meeting date, either party shall bring the Dispute to the Community Board for resolution. In the event the Dispute is not resolved, both parties agree to settle the Dispute through Mediation.

20. General

20.1 This Agreement shall ensure to the benefit of and be binding upon the parties hereto and upon their respective successors and permitted assigns.

20.2 The titles of the paragraphs herein are for convenience of reference only and are not to be considered in construing this Agreement.

20.3 This Agreement has been executed and delivered in the Province of Alberta, and its interpretation, validity and performance shall be construed and enforced in accordance with the laws of Alberta and of Canada as applicable therein.

20.4 This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contains the entire Agreement of the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties concerning the subject matter hereof.

20.5 In the event that this Agreement cannot be given effect because the Facility is not constructed, the parties shall treat this Agreement as being void ab initio.

The League and the Sponsor have executed this Agreement on the date first written above.

Signed for the Sponsor:

Per: _____

Date: _____

I declare that I have authority to bind the Sponsor to this Agreement.

Signature

Print Name

Print Title

Signed for The League
GLENORA COMMUNITY LEAGUE

Per: _____

SCHEDULE A

Sponsorship Fee: \$5000.00 per Rink Board Signage on the Interior of each Rink Board will be on an 8'0' x 4.0' board.