

**BETWEEN THE DISTRICT OF LAKE COUNTRY AND** \_\_\_\_\_

**ON THIS** \_\_\_\_\_ **DAY OF** \_\_\_\_\_

**ADVERTISER INFORMATION**

Advertiser:					
Contact Name:					
Address:					
City:		Province:		Postal:	
Phone:		Cell:			
Email:					

**NOTES**

The advertiser is responsible for the production of all artwork, advertising materials and deliver of such materials to the Winfield Arena. Sign construction must meet the following material specifications:

- 1) **Rink boards – 33 inches by 76 inches constructed out of polystyrene to a maximum of 0.040 inches;**
- 2) **Wall boards – 48 inches by 96 inches constructed out of coroplast.**

**LOCATION INFORMATION**

--

**BILLING INFORMATION:**

Annual Cost	GST	Total
<input type="checkbox"/> \$900.00 – Wall Board 1 Year Contract	\$45.00	\$945.00
<input type="checkbox"/> \$700.00 – Rink Board 1 Year Contract	\$35.00	\$735.00
<input type="checkbox"/> \$765.00 – Wall Board 2 Year Contract	\$38.25	\$803.25
<input type="checkbox"/> \$595.00 – Rink Board 2 Year Contract	\$29.75	\$624.75
<input type="checkbox"/> \$720.00 – Wall Board 3 Year Contract	\$36.00	\$756.00
<input type="checkbox"/> \$560.00 – Rink Board 3 Year Contract	\$28.00	\$588.00

## Terms and Conditions

1. The Advertiser agrees to pay the Annual Price to the District when the contract is signed. Advertising will not be placed until the full amount is paid.
2. All gross revenues received from sale of rink boards and wall boards shall be divided amongst the Parties as follows:

District of Lake Country	30%
KidSport BC – Lake Country Chapter	20%
Selling Agent	50%
3. The Advertiser will deliver to the District the material to be displayed in the sign frame at least seven (7) days before the Commencement Date free of all costs to the District.
4. The District may refuse or alter any advertising material submitted by the Advertiser for display in the said sign frame or location if the District deems such material objectionable or for any reason undesirable and, without limiting the generality of the foregoing, the Advertiser agrees that all advertising will comply with the Canadian Code of Advertising Standards of the Canadian Advertising Advisory Board.
5. The District will, upon receipt and approval of the advertising material, install the material at the District's cost in the agreed location.
6. The District will maintain and service the said sign frame and location including the making of all necessary repairs, cleaning and repainting of the said frame and location. The maintenance and service of the advertising material is the responsibility of the Advertiser and the District shall not be responsible for any damage or destruction to the advertising material whatsoever unless caused by the negligence of the District.
7. Although the District will make its best efforts to avoid obstructing advertising material, the District may temporarily obstruct, cover or remove the sign frame and location for any reason which the District may deem necessary.
8. Should either the District or the Advertiser default on any obligation imposed on it under this Agreement, the other party may serve written notice thereof to the party alleged to be in default. If, within ten (10) days of the date of receipt of such notification, the party so notified does not make good the default, the party not in default may terminate this Agreement by giving written notice to that effect.
9. Neither this Agreement nor the sign frame and location allocated to the Advertiser may be assigned, sublet or leased by the Advertiser without previous written consent of the District.
10. In the event that the display of the advertising in the location is prevented or cancelled because of an act of God, an inevitable accident, fire, blackout, strike or other labour dispute, riot or civil commotion, act of public enemy, enactment, rule, order or act of government (whether federal or provincial, local or foreign) including, but not limited to, legislation prohibiting certain types of advertising, failure of technical facilities, or other causes of a similar or different nature beyond the control of the District (any of which are hereinafter referred to as an "**Occurrence of Force Majeure**"), the District will have the right, at any time after the Occurrence of Force Majeure and while such Occurrence of Force Majeure continues, to suspend the operation of this Agreement for a period equal to the duration of any such Occurrence of Force Majeure, and/or to terminate this Agreement. If such a period of suspension continues for an aggregate period of three (3) weeks, the Advertiser may terminate this Agreement. In the event this Agreement is suspended or terminated in accordance with this Section 9, the District shall reimburse the Advertiser on a *pro-rated* basis for any amount actually paid by the Advertiser in respect of days on which the display of the advertising in the location was prevented or cancelled because of the

Occurrence of Force Majeure, and such reimbursement shall represent full and final satisfaction of any and all losses, damages, expenses, fees and costs sustained by the Advertiser as a result of or in any way connected to the suspension or termination including, but not limited to, loss of profit and consequential damages.

11. This Agreement shall not be binding upon the District for any purpose until the same is executed by the District.
12. It is understood and agreed that the District has made no representations, covenants, warranties, guarantees, promises, or agreements, oral or otherwise, with the Advertiser other than those contained in this contract.
13. Any notice required to be given hereunder shall be in writing and shall be deemed to be well and sufficiently given if, to the District: by delivery to the Director of Parks and Recreation of the District and, if to the Advertiser; then by delivery or by mailing to the Advertiser at the address on the face hereof, and any such notice shall be deemed to have been received forty-eight 48 hours after the mailing thereof, or, if delivered, when delivered.
14. The failure of any party hereto to require the strict observance of any term or condition by the other party shall not be taken or construed as a waiver of the term or condition with respect to any future breach thereof.
15. The Terms of this Agreement may be amended from time to time by mutual agreement but no such amendment shall be valid unless expressed in writing and signed by authorized signatories of all parties. If this is a multi-year agreement the Advertiser will have the option of cancelling before the expiry date by sending a letter to the District of Lake Country, Attention: Shaun Lesowski, Parks and Facilities Superintendent forty-five days or more before the next anniversary date. If a letter has not been received automatic billing for the next year's amount will be issued.
16. Wherever the singular or masculine is used herein, it shall be deemed to include the plural, feminine or body corporate as the context may require.
17. This Agreement will be governed by and construed and enforced in accordance with the laws of the Province of British Columbia.
18. This Agreement shall enure to the benefit of and be binding upon the parties hereto, their heirs and permitted assigns.

**APPROVED BY THE DISTRICT:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**APPROVED BY THE ADVERTISER:**

\_\_\_\_\_

**DATE:** \_\_\_\_\_