

The Corporation Municipality of Strathroy-Caradoc

Advertising Agreement

THIS AGREEMENT ("Agreement") is entered into this 9th day of September 2024 ("Effective Date") by and between the Corporation of the Municipality of Strathroy-Caradoc ("MOSC") and the Junior B Rockets Hockey Club ("Rockets").

RECITALS

On the terms set forth below, the parties have agreed that the MOSC will contract with the Rockets to sell advertising space within the West Middlesex Memorial Centre ("WMMC") for the agreed upon fees and terms.

AGREEMENT

NOW, THEREFORE, for due consideration which is hereby acknowledged by the parties, it is agreed that:

1. **Definitions.** The following terms shall have the meaning ascribed to them below:
 - a. **"Arena"** shall mean the WMMC.
 - b. **"Signs"** shall mean displays confined to rink boards, scoreboard, glass railing at the west of the arena, rink glass at the west end of the arena, and wall space limited to and within the refrigerated area of the arena and not ice-resurfacers, in-ice logos, or in such other areas as mutually agreed in writing by the parties.
 - c. **"Sponsors"** shall mean the companies, enterprises or individuals that choose to pay a monetary sum for Signs which are to be placed within the Arena for advertising purposes.
 - d. **"Advertising Period"** shall mean between October 1 and September 30 of the Term of this Agreement.
 - e. **"Contract Year"** shall mean September 1 of a calendar year to August 31 of the immediately succeeding contract year. For the first year, the Contract Year shall be from the Effective Date through August 31, 2025. Following August 31, 2025, the contract year shall mean as stated above.
 - f. **"Term"** shall commence on the Effective Date and terminate on August 31, 2027.

2. **Rights and Responsibilities of the Rockets**
 - a. The Rockets shall ensure that all advertising meets the standards set out by the Canadian advertising Standards Council, [www.canadianadvertisingstandardscouncil](http://www.canadianadvertisingstandardscouncil.com); The freedoms of expression protection under The Charter of Rights and Freedoms; and the Municipality of Strathroy – Caradoc's Branding Policy.
 - b. The Rockets shall ensure that advertising adheres to any Municipal bylaws or policies, for example with regard to signage including those related to heritage and business standards.

- c. The Rockets shall provide to the MOSC with a detailed location map of advertisers for installation purposes, as well as a graphic or digital copy of the proposed Sign. Such graphics or digital copy of the proposed Sign shall be submitted to the MOSC's Director of Community Services, or their designate, at least 15 days prior to the installation of the Sign.
- d. The Rockets shall be responsible for the installation and maintenance of all Signs that are not located on rink boards, scoreboard or walls, due to location, application and/or technology.

3. **Advertising Rights**

- a. The MOSC shall have the exclusive right and sole discretion to approve or reject all Signs in the Arena. If the MOSC does not accept or reject the Sign within 15 days after it is submitted to the MOSC, it is deemed approved. No Sign may contain or involve the use of contraception, pornography, politics, or tobacco/cannabis/alcohol products, obscene, immoral or indecent pictures or graphics. All advertising shall comply with applicable laws, be in good taste and conform to the standards approved by the Advertising Council of Canada.
- b. Nothing herein shall be interpreted as consent, or otherwise grant the Sponsor, the right to use the MOSC's logo or marks unless specifically approved prior to permission in writing by the MOSC, at the MOSC's sole discretion.
- c. The MOSC reserves the right to permit any organization using the Arena the opportunity to decorate the facility in whatever fashion deemed necessary by the organizing group, in concert with the MOSC. Decoration may result in Signs being covered or obscured from the view of spectators.
- d. The MOSC will be responsible for the installation and maintenance associated with the Signs located on the rink boards, scoreboard, and walls located within the refrigerated area of the arena. All other Signs due to the location, application, and or technology shall be the responsibility of the Rockets.

4. **Payment of Fees.** In consideration for the rights granted in this Agreement, the Rockets shall pay to the MOSC the following fees

- a. 2024-2025 season \$4,000.00 unless the Rockets realize \$25,000.00 in gross sales, then the fee would be \$5,000.00 payable no later than December 31, 2024.
- b. 2025-2026 season \$6,500.00 payable no later than August 31, 2025.
- c. 2026-2027 season \$8,500.00 payable no later than August 31, 2026.

5. **Exclusivity.** With the payment of fees above the Rockets will have purchased the exclusive rights to sell advertising within the refrigerated portion of the Arena upon payment of an annual exclusivity fee as identified in section 4 of this agreement **Payment of Fees.**

6. **Termination.** Either party shall have the right to terminate this Agreement upon thirty (30) days' prior written notice in the event that the other party shall breach or otherwise fail to perform a material provision of this Agreement and such breach or failure to perform is not cured within thirty (30) days after being given written notice.

7. **Indemnification and Liability.**

- a. The MOSC shall not be liable to the Rockets for any damage to Signs installed pursuant to this Agreement, except for willful acts or omissions of the MOSC. The Rockets waive all claims against the MOSC for damage to persons or property arising for any reason out of the Rocket's use of the Arena, except for willful acts or omissions of the MOSC. The Rockets shall hold the MOSC harmless from all damages to any persons or property occurring in, on, or about the Arena which stems from the Rockets use of the Arena, except for willful acts or omissions of the MOSC. In no event shall the MOSC be liable to the Sponsors for any damages, of whatever nature, including, but not limited to, consequential, direct, general, or lost profits.
- b. The Rockets acknowledge that the MOSC is not responsible for any damage, loss or theft of Signs from the Arena.
- c. Throughout the Term of this Agreement the Rockets shall maintain liability insurance coverage in the amount of \$5 Million (\$5,000,000.00), naming the MOSC as an additional insured and proof of such insurance will be provided by the Rockets to the MOSC upon signing this Agreement and at any time upon request.

8. **General**

- a. **Assignment.** This Agreement shall not be assigned or transferred without the prior written consent of the MOSC.
- b. **Amendments.** Any amendments to this Agreement shall be in writing and executed by each party.
- c. **Notices/Administration.** All notices, requests and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally, or by facsimile (provided such delivery is confirmed), or by recognized overnight courier service or by Canada Post mail, certified or registered, postage prepaid, return receipt requested, to the other party at its address set forth below or to such other address as such party may designate by notice given pursuant to this section:

To the Rockets:

c/o Conacher Hockey
1179 Northside Rd,
Burlington, ON
L7M 1H5

To the MOSC:

The Corporation of the Municipality of Strathroy-Caradoc
52 Frank Street
Strathroy, ON N7G 2R2
Attn: Municipal Clerk

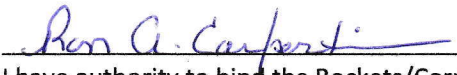
9. **Effect of Prior or Collateral Agreements.** This Agreement (including all addenda, exhibits and schedules) is intended by the Parties as the final and binding expressions of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements among the parties, whether oral or written, relating to the subject matter of this Agreement.
10. **Severability.** If any provision contained herein shall be deemed or declared unenforceable, invalid, or void the same shall not impair any of the other provisions contained herein, which shall be enforced in accordance with their respective terms.
11. **Applicable Law-Choice of Forum.** The laws of the province of Ontario shall govern the validity, construction and enforceability of this Agreement. All claims or causes of action arising from this Agreement shall be resolved by way of binding arbitration governed by the *Arbitration Act*. The parties agree that they shall not commence an action or application to the Ontario Courts for purposes other than to enforce the result of an arbitration.
12. **Non-Waiver.** No waiver by any party of any default or non-performance shall be deemed a waiver of any subsequent default or non-performance.
13. **No Third Party Beneficiaries.** No provision of this Agreement, express or implied, is intended to confer upon any person other than the parties to this Agreement any rights, remedies, obligation, or liabilities.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date shown below.

The Corporation of the Municipality of Strathroy-Caradoc

I have authority to bind the Corporation

Junior B Rockets Hockey Club



I have authority to bind the Rockets/Corporation