



Item No. 10.1.1
Halifax Regional Council
October 30, 2012

TO: Mayor Kelly and Members of Halifax Regional Council

SUBMITTED BY:

Original signed by 

Richard Butts, Chief Administrative Officer

Original Signed by 

Mike Labrecque, Deputy Chief Administrative Officer

DATE: October 17, 2012

SUBJECT: Oval Sponsorship – Canadian Tire

ORIGIN

Canadian Tire Jumpstart representatives approached HRM staff in September of 2011 to formalize and expand upon existing partnership benefits to HRM in return for recognition at the Oval.

RECOMMENDATION

It is recommended that Halifax Regional Council:

1. Approve the Program Funding Agreement with Canadian Tire and the Letter Agreement with Canadian Tire Jumpstart Charities Agreement as provided in Attachments 1 and 2, and authorize the Mayor and Municipal Clerk to execute them with both parties; and
2. Authorize an increase in the amount of \$39,000 to Project Account No. CBX01344 – Outdoor Arena Legacy Project, to reflect additional funding to be provided by Canadian Tire.

BACKGROUND

On November 22, 2011 Halifax Regional Council approved as amended the key terms of an agreement between HRM and Emera for Oval naming rights. As well, on December 6, 2011 Halifax Regional Council approved the key terms of an agreement between HRM and Molson Coors for Oval Entry Plaza naming rights.

As indicated in the November 22, 2011 report, Regional Council was also informed that staff would be continuing to seek program sponsors in an effort to ensure that the maximum amount of time available for public skating, special events and skating lessons are available free of charge to all members of the HRM community. Program sponsors or “partners” will assist with offsetting budgetary costs and providing value added services.

DISCUSSION

The Program Funding Agreement with Canadian Tire agreement and the Canadian Tire Jumpstart Charities (Jumpstart) agreement are included as Attachments 1 and 2. This past year, both the Canadian Tire local franchise owners and Jumpstart representatives approached Recreation staff to explore a program sponsorship for the Emera Oval. As they are two separate entities, it is proposed that each of them will be recognized through a separate agreement beginning in the 2012/13 season. The term for both agreements is three years, with 2 three year renewable terms. This agreement is also for year round recognition of Jumpstart’s ongoing financial contributions to recreation.

Both Canadian Tire and Jumpstart representatives have expressed interest in sponsoring and partnering on various aspects of the Oval program. Both corporate entities want to contribute based on their own corporate objectives and mandates. The Canadian Tire Jumpstart Program has had a long standing partnership with HRM Community Recreation and Culture; proposed to be called Jumpstart REC Kids (formally HRM Kids). Jumpstart is a registered charity that currently partners with HRM to provide assistance to financially disadvantaged children and youth so they can participate in recreational, sport and physical activity programs. Each year, the Jumpstart Program has progressively matched or surpassed HRM funding for this Access Program, and the partnership represents a mutually beneficial connection between the Recreation mandate for access and the funding goals for the Jumpstart national charitable program. HRM has never formally recognized Jumpstart and the importance of their financial contributions. This agreement provides that opportunity, as well as formal recognition for their contribution specifically to the Emera Oval.

The following is an overview of the contributions proposed by the local Canadian Tire franchises and Jumpstart each year for a three year term. Both the Franchises and the Jumpstart Charity have expressed a longer term interest, but Canadian Tire legalities have dictated the requirement for a three year term, with 2 three year renewable terms.

Programming: \$30,000 annually from Jumpstart towards the “I Love to Skate” program to subsidize skate monitors and instructors.

Annual contributions in Jumpstart funding for Jumpstart REC Kids – minimum \$40,000.

\$20,000 annually in coupons for helmets/skates for children and youth in need. While this portion of the agreement has no financial impact to HRM, it is in keeping with the accessible mandate of HRM Recreation and Culture and supportive of the goal to introduce more children to skating.

It should also be noted this past season (2011/12), Canadian Tire donated 7,500.00 for jackets/uniforms for skate monitors as well as the \$20,000 worth of coupons.

Infrastructure: \$35,000 for one gantry system
\$4,000 for signage
First right of refusal on naming rights for the future skate and helmet facility as part of the future permanent support building planned for the oval.

These contributions are recognized by HRM through Jumpstart or Canadian Tire signage at the Oval including: gantry signage (two signs in the primary position and one in the secondary position), French barricade signs, (seasonal, five signs) and flags (seasonal, three flags). There are also joint marketing opportunities available for Jumpstart programs and HRM. The funding agreement also provides for the mutual use of trademarks between HRM and Canadian Tire/Jumpstart for program promotion.

Annual operating costs for the oval are in the range of \$730,000. During the winter season of 2012, attendance at the oval exceeded 130,000.

BUDGET IMPLICATIONS

Project Budget

The additional cost of the infrastructure and signage (estimated at \$39,000) being provided for by Canadian Tire has not previously been included in the HRM Project No. CBX01344 – Outdoor Arena Legacy Project. This provision, therefore, will not generate extra capacity.

Budget Summary: Project No. CBX01344 – Outdoor Arena Legacy Project

Cumulative Unspent Budget	\$1,844,112.77
Add: Canadian Tire Cost Share	<u>\$ 39,000.00</u>
Balance	\$1,883,112.77

The budget availability has been confirmed by Finance.

Operating Budget

There will be increased operating costs to HRM in the form of installation, maintenance and possible replacement costs associated with the additional infrastructure and signage. These costs are estimated at \$1,000 annually and can be accommodated within the annual operating budget in account C471- Halifax Commons Oval and have been provided for in the 2012/13 Operating Cost of Capital budget for Phase I of the oval facility.

The \$30,000 for the “I Love to Skate” program is included in the program operating budget in C471- Halifax Commons Oval to offset those costs.

The \$40,000 for the ongoing Jumpstart REC Kids program will be added to the D590-6919, Rec Kids Special Projects.

FINANCIAL MANAGEMENT POLICIES/BUSINESS PLAN

This report complies with the Municipality’s Multi-Year Financial Strategy, the approved Operating, Project and Reserve budgets, policies and procedures regarding withdrawals from the utilization of Project and Operating reserves, as well as any relevant legislation. If approved, it will increase the gross Project budget but not the net.

COMMUNITY ENGAGEMENT

There was extensive community consultation on the Emera Oval design and programming component. Additional consultation was not undertaken specific to these Partnership Agreements.

ALTERNATIVES

1. Council could choose not to approve the Program Funding Agreement and Memorandum of Understanding and direct staff to inform Canadian Tire that HRM will not be proceeding with further sponsorship at this time. This alternative is not recommended.
2. Council could direct staff to undertake further negotiations for different key terms. There is a risk that the partnership opportunity for this season’s programming could be lost.

ENVIRONMENTAL IMPLICATIONS

None identified.

ATTACHMENTS

Attachment 1 – HRM/Canadian Tire Program Funding Agreement

Attachment 2 – HRM/Canadian Tire Franchise Jumpstart Charities Agreement

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Karen MacTavish, Manager, Community Recreation and Culture, 490-4734

Report Approved by: Brad Anguish, Director of Community & Recreation Services, 490-4933

Report Approved by: Marian Tyson, Acting Director of Legal, Insurance and Risk Management Services, 490-4219

Financial Approval by: Greg Keefe, Director of Finance & Information Technology/CFO, 490-6308

Attachment 1

PROGRAM FUNDING AGREEMENT

THIS AGREEMENT made as of the ____ day of _____, 2012.

AMONG:

HALIFAX REGIONAL MUNICIPALITY, a municipality existing under the laws of Nova Scotia

(hereinafter referred to as "**HRM**")

- and -

CANADIAN TIRE CORPORATION, LIMITED, a body corporate, incorporated under the laws of Ontario

(hereinafter referred to as "**CTC**")

- and -

ALVIN H. CUNNINGHAM and **STEPHEN K. MANN**, on behalf of the Canadian Tire dealers located in the Halifax Regional Municipality, Nova Scotia

(hereinafter collectively referred to as "**Dealers**")

WHEREAS HRM operates recreational facilities throughout the Halifax Regional Municipality, Nova Scotia, and provides recreational programming at its facilities;

AND WHEREAS HRM is the registered legal and beneficial owner of the outdoor skating facility constructed by HRM, located on the Halifax Common, being the public park bordered by Robie Street, Cunard Street, North Park Street and Cogswell Street in Halifax, Nova Scotia and commonly referred to as the Emera Oval (the "**Oval**");

AND WHEREAS HRM has entered into an agreement (the "**Jumpstart Agreement**"), concurrent with this Agreement, with Canadian Tire Jumpstart Charities ("**Jumpstart**"), a registered charity affiliated with CTC, whereby Jumpstart has agreed to provide funding for certain recreational programming provided by or administered by HRM, including programming at the Oval;

AND WHEREAS CTC, the Dealers and HRM (collectively, the "**Parties**") wish to enter into this Agreement to further assist children and youth to partake in recreation and physical activity opportunities at the Oval;

AND WHEREAS for this purpose, CTC made a one-time payment of \$7500.00 during the 2011/2012 winter skating season for the purchase of uniforms for the skate monitors at the Oval.

NOW THEREFORE this Agreement witnesseth that for valuable consideration (the receipt and sufficiency of which each of the Parties acknowledges), the Parties agree as follows:

1. **DEFINITIONS**

Where used herein or in any schedules or amendments hereto, the following terms shall have the following meanings:

- (1) **"Affiliate"** means with respect to any Person, any other Person directly or indirectly controlling, controlled by or under direct common control of such Person. A Person shall be deemed to control another Person if such Person possesses, directly or indirectly, the power to direct or determine the direction of the management and policies of such other Person, whether through the ownership of voting securities by contract or otherwise;
- (2) **"Agreement"** means this program funding agreement;
- (3) **"Business Day"** means any day other than a Saturday, Sunday or any statutory holiday in the Province of Nova Scotia;
- (4) **"Canadian Tire"** means collectively, Jumpstart, the Dealers and CTC;
- (5) **"Confidential Information"** shall have the meaning set forth in Section 11(5) hereof;
- (6) **"Effective Date"** means the date first written above;
- (7) **"Canadian Tire Trademarks"** shall have the meaning set forth in Section 4(1)(a) hereof;
- (8) **"HRM Trademarks"** shall have the meaning set forth in Section 4(1)(b) hereof;
- (9) **"Merchandise"** means any or all products, including, without limitation, articles of clothing, uniforms and equipment, bearing the Canadian Tire Trademarks;
- (10) **"Person"** means an individual, corporation, other legal person, division, partnership, governmental body, association, trustee or trust, or unincorporated organization, or such person's heirs, executors, administrators or assigns, as the case may be;

- (11) **"Programs"** means the child and youth learn-to-skate program to be operated by the HRM at the Oval during the winter skating season and called the "Canadian Tire Jumpstart I Love to Skate" program, and the "Canadian Tire Jumpstart REC Kids" program offered by HRM year round to assist HRM in helping children and youth participate in sport and recreation throughout HRM;
- (12) **"Promotional Materials"** means any and all promotional, advertising, communication and educational materials relating to the Programs; and
- (13) **"Term"** shall have the meaning set forth in Section 3(1) hereof.

2. **PROGRAMS**

- (1) The Parties agree that during the Term of this Agreement the name of the child and youth learn-to-skate program to be operated by the HRM at the Oval during the winter skating seasons shall be called the "Canadian Tire Jumpstart I Love to Skate" program.
- (2) CTC and the Dealers acknowledge and agree that HRM shall be solely responsible for the design and delivery of the Programs.
- (3) To the extent that the Canadian Tire Trademarks are used in association with the Programs, such use will be subject to Section 4 of this Agreement.

3. **TERM**

- (1) Subject to the termination rights set out in Section 10 in this Agreement, the term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years until _____, 2015 (the **"Term"**), with an option to renew on terms no less favourable to HRM than the terms contained herein for two (2) successive three (3) year periods.
- (2) CTC shall notify HRM in writing no later than sixty (60) days prior to the expiry of the Term of this Agreement that it wishes to renew this Agreement pursuant to subsection 3(1) above.

4. **GRANT AND USE OF TRADEMARKS**

(1) **Grant**

- (a) CTC hereby grants to HRM the non-exclusive, non-transferrable, limited license to use such trademarks as designated by CTC, including, without limitation, the Jumpstart trademarks set out in Schedule A hereto, as such trademarks may change from time to

time in the sole discretion of CTC (collectively, the "**Canadian Tire Trademarks**") in association with the Programs, its related signage at the Oval, Merchandise and Promotional Materials, as well as its merchandizing activities in accordance with the terms and conditions of this Agreement. For greater certainty, the Canadian Tire Trademarks set out in Schedule A hereto shall be used in accordance with the provisions of this section 4 unless and until such trademarks are changed by CTC. Further, HRM acknowledges and agrees that it has no right to license others to use the Canadian Tire Trademarks unless otherwise agreed to in writing. Notwithstanding the foregoing, the Parties acknowledge and agree that HRM's media sponsors shall have the right to use the Canadian Tire Trademarks to promote the Programs, provided such use is in accordance with the terms of this Agreement.

- (b) HRM grants to CTC the non-exclusive, non-transferrable, limited license to use such trademarks as designated by HRM, as such trademarks may change from time to time in the sole discretion of HRM (the "**HRM Trademarks**") in association with promotional activities in respect to the Programs and corporate information in accordance with the terms and conditions of this Agreement. For greater certainty, the HRM Trademarks set out in Schedule B hereto shall be used in accordance with the provisions of this section 4 unless and until such trademarks are changed by HRM. Further, CTC acknowledges and agrees that it has no right to license others to use the HRM Trademarks unless otherwise agreed to in writing.
- (c) In the event any Party changes its respective trademarks from time to time during the Term, such Party shall be responsible for the cost associated with replacing all applicable signage, print materials or Merchandise bearing such trademarks.

(2) **Use**

- (a) HRM acknowledges and agrees that:
 - (A) The use of the Canadian Trademarks shall be subject to the prior express approval of CTC (who may, where appropriate and convenient, provide blanket approvals) such approval not to be unreasonably withheld or delayed;
 - (B) CTC is and will remain the exclusive owner of the Canadian Tire Trademarks, and all intellectual property and all goodwill associated therewith. HRM shall not dispute, directly or indirectly, during the Term or thereafter, the validity, ownership or enforceability of any Canadian Tire Trademarks nor directly or

indirectly attempt to dilute the value of the goodwill attached to any of the Canadian Tire Trademarks;

- (C) If HRM uses the HRM Trademarks in association with the Programs, it shall also be required to use the Canadian Tire Trademarks as set out in Schedule A to this Agreement;
 - (D) The Canadian Tire Trademarks, the specifications of which are set out in Schedule A to this Agreement, shall only appear on any and all items that would normally bear the name of the Programs, including, without limitation, the HRM Program Catalogues, the HRM website, community advertising, online publications, membership cards, promotional and corporate information, Merchandise and other sundry items that would be issued to the public;
 - (E) In using the Canadian Tire Trademarks, HRM shall comply with and act in good faith in accordance with standards that protect business reputation and good business practices which do not compromise or reflect unfavourably on the good name or goodwill of Canadian Tire;
 - (F) HRM shall not (unless CTC approves in writing) use or associate the Canadian Tire Trademarks with (i) any operations, facilities, programs or business of HRM's other than the Programs, or (ii) any trade-mark, trade name, logo or other marks denoting or identifying any third party's product or service, except where such third party mark is owned by other sponsors of the Oval and is used by HRM in association with the Oval or except with CTC's prior written consent; and
 - (G) Whenever a Jumpstart trademark of the Canadian Tire Trademarks is used by HRM, HRM shall ensure that an asterisk (*) is placed next to such Canadian Tire Trademark and that the following phrase shall appear on the materials incorporating the following words: "®/™. The trademark of Jumpstart is used under licence.", unless otherwise approved by CTC.
- (b) CTC and the Dealers acknowledge and agree that:
- (A) The use of the HRM Trademarks shall be subject to the prior approval of HRM (who may, where appropriate and convenient, provide blanket approvals) such approval not to be unreasonably withheld or delayed;

- (B) HRM is and will remain the exclusive owner of all HRM Trademarks, and all intellectual property and all goodwill associated therewith. CTC shall not dispute, directly or indirectly, during the Term or thereafter, the validity, ownership or enforceability of any HRM Trademarks nor directly or indirectly attempt to dilute the value of the goodwill attached to any of the HRM Trademarks;
- (C) If CTC uses the Canadian Tire Trademarks in association with the Programs, it shall also be required to use the HRM Trademarks as set out in Schedule B to this Agreement;
- (D) In using the HRM Trademarks, CTC shall comply with and act in good faith in accordance with standards that protect reputation and good business practices which do not compromise or reflect unfavourably on the good name or goodwill of HRM;
- (E) HRM intends to carry out promotional activities and merchandising in association with the Programs and will use the Canadian Tire Trademarks in association with such activities; and
- (F) CTC shall not (unless HRM approves in writing) use or associate the HRM Trademarks with any operations, facilities, programs or business of HRM's other than the Programs.

5. SIGNAGE

- (1) The Dealers shall pay all costs and expenses associated with the production, acquisition and installation of signage to be located at the Oval and owned by HRM, including one (1) gantry sign system at a cost of \$35,000.00 and signs at a cost of \$4000.00, to be physically placed and/or affixed at locations as determined by HRM, in its sole discretion, with such payment to be made by Dealers within fifteen (15) days of receipt of an invoice(s) for such costs.
- (2) The actual size, design and placement of any and all signage bearing the Canadian Tire or Jumpstart names or any of the Canadian Tire Trademarks shall be in accordance with and subject to the size, specifications and assignments as set out in Schedule C to this Agreement. For greater certainty, the signage assignment is for both Canadian Tire and Jumpstart signs collectively, with the breakdown of such signs to be determined by Canadian Tire. Except as otherwise mutually agreed by the Parties, HRM shall be responsible for the installation and maintenance of the signage during the Term.

6. RIGHT OF FIRST REFUSAL

- (1) During the Term, HRM shall not grant naming rights to the temporary structure or the portion of the permanent building located at the Oval to be used for skate rentals and other equipment loans (the "**Equipment Loan Structure**") unless such right is first offered to CTC.
- (2) In the event HRM wishes to grant naming rights to the Equipment Loan Structure, the decision of which shall be in HRM's sole discretion, HRM shall give written notice (the "**Notice**") to CTC offering to grant naming rights to the Equipment Loan Structure on the terms and conditions contained in the Notice, which terms shall be separate from the terms contained in this Agreement, including, without limitation, the additional consideration to be paid to HRM for such naming rights and whether the naming rights shall apply to the temporary structure or the portion of the permanent building be used for skate rentals and other equipment loans.
- (3) The right of first refusal described in this section 6 must be exercised by CTC within thirty (30) Business Days after receiving the Notice by notifying HRM in writing (the "**Election Notice**") that it elects to name the Equipment Loan Structure pursuant to the terms and conditions contained in the Notice and agrees to enter into a separate agreement with HRM on such terms and conditions.
- (4) If CTC fails to deliver the Election Notice to HRM pursuant to subsection 6(3) above, then CTC shall be deemed to have rejected the Notice and elected not to name the Equipment Loan Structure, and HRM shall be discharged from its obligations under this section 6 and shall be entitled to make other arrangements or enter into another agreement with a third party with respect to naming the Equipment Loan Structure, provided such arrangement or agreement is on the same terms or on terms no more favourable to the third party as the terms specified in the Notice.

7. REPRESENTATIONS AND WARRANTIES

(1) Representations and Warranties by HRM

HRM hereby represents and warrants to CTC and the Dealers that:

- (a) HRM has the full right and authority to enter into this Agreement; and
- (b) the entering into of this Agreement by HRM does not violate any other obligation or agreement to which HRM is a party.

(2) **Representations and Warranties by CTC and the Dealers**

CTC and the Dealers hereby represent and warrant to HRM that:

- (a) CTC and the Dealers each have the full right and authority to enter into this Agreement;
- (b) The execution, delivery and performance of this Agreement has been duly and validly authorized by all necessary corporate action; and
- (c) the entering into of this Agreement by each of CTC and the Dealers does not violate any other obligation or agreement to which Canadian Tire is a party.

8. **INFRINGEMENT BY OTHERS**

Each of the Parties to this Agreement shall immediately notify the other of any act of infringement or passing off involving the other Party's trademarks or any variation or limitation thereof, of which such Party becomes aware, arising from or relating to usage rights under this Agreement. Nothing in this Agreement shall obligate either Party to undertake any investigation on the other Party's behalf in this regard. Each Party shall have the authority, but not the obligation, at its own expense, to prosecute such proceedings and take such steps as it deems necessary, acting reasonably, to restrain the improper or unauthorized use of its trademarks, or to settle any dispute with any third party at any time, on its own behalf. Each of the Parties agree to co-operate and assist the other to the fullest extent possible in any proceedings instituted involving the other Party's trademarks.

9. **INSURANCE**

- (1) HRM shall maintain Commercial General Liability (CGL) Insurance, providing coverage for bodily injury, property damage, personal and advertising injury, including products liability and completed operations liability coverage with minimum limits of five million dollars (\$5,000,000) per occurrence and in the annual aggregate in connection with this Agreement, and agrees to provide CTC with proof of insurance within ten (10) days of ratification of this Agreement.
- (2) HRM shall ensure that with respect to the insurance policy mentioned in 9(1):
 - (a) CTC, and the two (2) Canadian Tire dealers that are signatories to this Agreement, are added as an additional insured for the purposes of this Agreement only;

(b) its insurer(s) will endeavor but not be obligated to, provide CTC with at least thirty (30) days written notice of cancellation or material change in form; and

(c) it maintains contractual liability coverage on a blanket basis.

10. **TERMINATION**

(1) **Termination by Election**

CTC or HRM may, on six (6) months' prior written notice to the other Parties, elect to terminate this Agreement, which notice may be given at such Party's sole discretion.

(2) **Termination by Canadian Tire**

(a) Canadian Tire shall also have the right to terminate this Agreement and the rights granted hereunder, without prejudice to the enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if HRM (i) is, becomes or is declared bankrupt, insolvent, (ii) is generally unable to meet its obligations as they become due, (iii) permanently ceases to carry on business, or (iv) commits fraud, or wilful misconduct or is negligent or in the performance of its obligations hereunder.

(b) Canadian Tire shall have the right to terminate this Agreement and the rights granted hereunder if HRM commits a breach of its obligations under this Agreement and such breach is not cured within thirty (30) Business Days following receipt by HRM of a written notice of such breach.

(3) **Termination by HRM**

(a) HRM shall have the right to terminate this Agreement and the rights granted hereunder if CTC or the Dealers commit a breach of their obligations under this Agreement and such breach is not cured within thirty (30) Business Days following receipt by CTC and/or the Dealers of a written notice of such breach.

(b) HRM shall also have the right to terminate this Agreement and the rights granted hereunder, without prejudice to the enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if Canadian Tire (i) is, or becomes or is declared bankrupt, insolvent, (ii) is generally unable to meet its obligations as they become due, or (iii) permanently ceases to carry on business.

(4) **Automatic Termination**

This Agreement shall be automatically terminated upon the termination of the Jumpstart Agreement.

(5) **Additional Remedies**

Any termination of this Agreement by either Party shall be without prejudice to any other rights to which it may be entitled against the other Party at law or in equity by reason of any default under this Agreement by the other Party or any other cause of action.

(6) **Effect of Termination**

- (a) Upon expiration or termination of this Agreement for any reason whatsoever, HRM shall:
 - (A) immediately cease, and not anytime thereafter, use the Canadian Tire Trademarks, directly or indirectly, in any manner including, without limitation, on any Promotional Materials or Merchandise and destroy any and all Promotional Materials and Merchandise in their possession or otherwise bearing the Canadian Tire Trademarks; and
 - (B) promptly execute such documents or take such actions as may be necessary to abandon HRM's use of any corporate, partnership, business or other name containing any of the Canadian Tire Trademarks.
- (b) Upon expiration or termination of this Agreement for any reason whatsoever, CTC shall immediately cease and cause Canadian Tire to cease, and not anytime thereafter, use the HRM Trademarks, directly or indirectly, in any manner including, without limitation, on any Promotional Materials and destroy any and all Promotional Materials in their possession or otherwise bearing the HRM Trademarks.
- (c) CTC and the Dealers hereby acknowledge and agree that all payments made by the Dealers pursuant to this Agreement and all payments made by Jumpstart pursuant to the Jumpstart Agreement are non-refundable.

11. **MISCELLANEOUS**

(1) **Assignment**

The Parties hereto acknowledge and agree that the terms and conditions set forth in this Agreement are not assignable by either Party. Any attempt to assign the rights, duties or obligations set forth herein is void.

(2) **Independent Parties**

The Parties hereto acknowledge and agree that HRM, CTC and the Dealers shall perform their obligations hereunder as independent contractors. Canadian Tire shall not be considered to be agent, representative, master or servant of the other Party for any purpose whatsoever, and that neither HRM nor Canadian Tire has any authority to enter into any contract, assume any obligations or to give any warranties or representations on behalf of the other Party hereto. Nothing in this Agreement shall be construed to create a relationship of partners, joint venturers, fiduciaries, franchise or any other similar relationship as between HRM and Canadian Tire.

(3) **Indemnity**

HRM agrees to indemnify and save CTC, the Dealers and their subsidiaries, affiliates, agents, and each of their officers, directors, employees, representatives, and shareholders (collectively, the "**Indemnified Parties**") harmless from and against any and all claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses and other costs (including all reasonable attorney fees and disbursements) (the "**Claims**") incurred, suffered, or caused by or arising out of any occurrence in any manner:

- (i) in connection with this Agreement, or
- (ii) resulting from any injury to persons or loss of or damage to property which may be or alleged to be caused by the participation or operation of the Oval and/or the Programs,

except to the extent such Claims are caused by a breach of this Agreement by CTC and/or the Dealers, or in respect of any third party infringement of the Canadian Tire Trademarks.

(4) **Article and Section Headings**

The headings and section numbers appearing in this Agreement or any schedule hereto are inserted for convenience of reference only and shall not in any way affect the construction or interpretation of this Agreement.

(5) **Confidentiality and Public Disclosure**

- (a) Each of the Parties acknowledge that in respect of the negotiations and/or during the Term, each may come into contact with confidential information pertaining to the business or operations of

the other unrelated to the covenants and obligations of that Party hereunder (collectively, "**Confidential Information**"). Each of the Parties agrees to maintain the strict confidentiality of such Confidential Information of the other party and shall not use any Confidential Information for purposes other than performing its obligations pursuant to this Agreement. Without limiting the generality of the foregoing, each Party shall make all reasonable efforts to (i) not disclose the Confidential Information or permit the same to be disclosed, (ii) to ensure that its employees or agents that are exposed to such Confidential Information maintain the confidentiality of such information, and (iii) to protect the Confidential Information in a manner consistent with the standard of care such party uses with respect to its own Confidential Information.

- (b) Notwithstanding the foregoing, a Party may disclose the Confidential Information if required by any applicable law or any rule or regulation of any governmental entity or court having jurisdiction over that Party; provided however that the Party making the disclosure shall promptly notify the other Party and only make the disclosure to the extent legally required based on the advice of legal counsel.
- (c) The obligations of confidentiality imposed herein shall survive the term of this Agreement and continue for a period of three (3) years.
- (d) The Parties hereto acknowledge that improper disclosure or use of any Confidential Information may cause irreparable harm to the party owning the Confidential Information which harm may not be adequately compensated in damages. As a result, in addition to any other remedy that such affected Party may have, the affected Party may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use of any Confidential Information contrary to the provisions of this Agreement.

(6) **Privacy**

- (a) Notwithstanding any provision contained herein, CTC and the Dealers acknowledge that HRM is a municipal body governed by provincial legislation, including, without limitation, the Halifax Municipality Charter, the *Municipal Government Act* (Nova Scotia), and the *Personal Information International Disclosure Protection Act* (Nova Scotia). CTC and the Dealers Tire acknowledge that HRM is subject to the freedom of information and protection of privacy provisions of this legislation.
- (b) The Parties agree to comply with all applicable privacy and data protection laws, rules and regulations, including, without limitation, the Freedom of Information and Protection of Privacy provisions of the *Municipal Government Act* (Nova Scotia), which are applicable to the Programs and that are in force at the effective date of this Agreement or that may be enacted from time to time.
- (c) The Parties acknowledge in the course of performing its duties hereunder, HRM may collect and/or receive from Jumpstart or individuals applying for the Programs ("**Applicants**"), personal information which can be linked to an identifiable individual ("**Personal Information**"). Personal Information will only be used by HRM staff members that require the information in order to carry out the responsibilities of their job. HRM will pre-determine the eligibility of Applicants in the Programs and will submit through the Jumpstart Online Community Center ("**JOCC**") the name, date of birth, gender, postal code and any other information as may be reasonably required, of eligible Applicants to Jumpstart. With respect to such Personal Information, the Parties shall do or ensure the following:
 - i. designate a representative who is responsible for all aspects of privacy and confidentiality required hereunder;
 - ii. collect, use and maintain it accurately for the purposes of and in accordance with the terms of this Agreement;
 - iii. at the time of collection, inform any such Applicants of the stated purpose for its collection, use or disclosure and request their consent to the same, which if obtained, must be recorded;
 - iv. limit collection to what is necessary for the stated purpose of its collection and in accordance with the terms of this Agreement;
 - v. use it only for the purposes necessary to fulfil this Agreement;

- vi. maintain it only for so long as the Parties agree it may be required to fulfil the purposes for which it was collected, or as may be required by law;
- vii. promptly refer to the other Parties any requests received for access to, amendment of or complaints about Personal Information within the Parties' care and control, and to co-operate in providing timely access to the same;
- viii. amend, rectify, delete or update it only upon receiving approval from the other Parties to do so, or as may be required by law and shall notify the other Parties of such actions thereafter;
- ix. employ adequate administrative, physical, technological, and other safeguards to protect it in an environment secure against loss, theft, or unauthorized access, disclosure, copying, use or modification;
- x. not disclose or permit any employee, contractor, agent or other third party over whom the Parties exercise control, to disclose it, or any part thereof (other than, to employees who have a need-to-know and have agreed to abide by the terms of this section, as may be otherwise agreed to by the Parties or as may be required by law);
- xi. abide by all other reasonable rules and procedures of the Parties, as amended and timely communicated from time to time in relation to it;
- xii. permit the other Parties, on prior notice, to have reasonable access to its facilities (during normal business hours) and records to review security policies and procedures and discuss the same with the designated representative in order to verify compliance herewith;
- xiii. notify the other Parties immediately of any breach hereof and use its best efforts to co-operate to remedy the same;
- xiv. mutually indemnify and hold harmless the other Parties, its subsidiaries, affiliates, agents, and each of their respective directors, officers, employees and representatives against all losses, claims, damages, liabilities and costs arising from a breach hereof;
- xv. at any time upon any of the other Parties' request, and in any event, upon termination of this Agreement, to immediately return or destroy all originals, summaries and copies of it held in whatever

form unless retention of such Personal Information is required by law; and

- xvi. not acquire any express or implied rights, title or interest in it, which shall at all times be deemed to remain the exclusive property of Jumpstart.

- (7) The provisions in this section shall survive the expiry or termination of this Agreement.

(8) **Public Announcement**

Subject to Section 4 of this Agreement, the Parties agree to work co-operatively in respect of the timing, nature and content of any public announcements or events related to the initial launch of the Jumpstart I Love to Skate Program following the execution of this Agreement.

(9) **Applicable Laws and Forum**

This Agreement shall be governed and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein.

(10) **Severability**

If any provision in this Agreement is determined to be invalid or unenforceable by any arbitrator or a court of competent jurisdiction from which no further appeal lies or is taken, that provision will be deemed to be severed herefrom and the remaining provisions of this Agreement will not be affected thereby and will remain valid and enforceable.

(11) **Waiver of Obligations**

Each of the Parties to this Agreement may by written instrument unilaterally waive any obligation of or restriction upon the other Parties under this Agreement. No acceptance by any Party to this Agreement and no failure, refusal or neglect of any Party to this Agreement to exercise any right under this Agreement or to insist upon full compliance by the other Parties with their respective obligations hereunder, including without limitation, any mandatory specification, standard or operating procedure, shall constitute a waiver of any provision of this Agreement.

(12) **Entire Agreement**

This Agreement, including the recitals and the Schedules which are attached hereto and form part of this Agreement, and the Jumpstart Agreement as applicable, constitutes the entire agreement among the Parties hereto with regard to the subject matter hereof and supersedes all other prior agreements,

understandings, representations or warranties, negotiations and discussions, whether oral or written, among the Parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.

(13) Binding Agreement

Subject to the restrictions on assignment and sub-licensing herein contained, this Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, and successors.

(14) Survival

All obligations of the Parties to this Agreement which expressly or by their nature survive expiration or termination of this Agreement shall continue in full force and effect following such expiration or termination.

(15) Notice and Approvals

All notices, consents, approvals, statements, authorizations, documents or other communications (collectively "**notices**") required or permitted to be given hereunder shall be in writing, and shall be delivered personally or by facsimile, or mailed by registered mail, postage pre-paid, to the said Parties at the respective addresses set forth hereunder, namely:

To CTC at:

Canadian Tire Corporation, Limited
2180 Yonge Street,
Toronto, Ontario M4P 2V8
Fax No.: (416) 416-480-8480
Attention: John Burns

To the Dealers:

Canadian Tire Associate Dealer
10 Radcliffe Drive
Halifax, Nova Scotia B3M 4K7
Fax No.: (902) 457-2723
Attention: Al Cunningham

To HRM at:

Halifax Regional Municipality
P.O. Box 1749
Halifax, Nova Scotia B3J 3A5
Fax No: (902)
Attention: Karen MacTavish, Manager, Community Recreation &
Culture

or at any such other address or addresses as may be given by them to the other in writing from time to time. Such notices, if mailed, shall be deemed to have been given on the 4th Business Day following such mailing, or, if delivered personally or by facsimile, shall be deemed to have been given on the day of delivery, if a Business Day, or if not a Business Day or delivered after 5:00pm (Halifax time) on a Business Day, on the Business Day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless delivered.

(16) Execution in Counterparts

This Agreement may be executed and delivered in counterpart copies and by fax or other readable digital format and such copies shall be binding on the Parties. This Agreement shall not be binding on either Party until executed by all Parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Parties have duly executed and delivered this Agreement as of the date first written above.

HALIFAX REGIONAL MUNICIPALITY

Name :

Title :

Name :

Title :

**CANADIAN TIRE CORPORATION,
LIMITED**

Name: John Burns

Title: Manager, Targeted
Programs

Name: **ALVIN H. CUNNINGHAM**

Title: Associate Dealer

Name: **STEPHEN K. MANN**

Title: Associate Dealer

SCHEDULE A

CANADIAN TIRE TRADEMARKS





**Supported by Local
Canadian Tire Stores**



SCHEDULE B

HRM TRADEMARKS

Corporate Logo

The Corporate Logo shall be used by the Chief Administrative Officer business units and employees on stationery, notices, buildings, signage, vehicle markings, badges, uniforms, and other similar uses for the purpose of indicating the authority, property, or officials of the Municipality (HRM Administrative Order 19).

The standard colour application is a two-colour version using blue and yellow (see **Colours** below). Four-colour process inks can be used to reproduce the two-colour version.

A one-colour version may be used in blue (see **Colours** below) or black. Reversed versions of one-colour applications are acceptable.

Colours

The colours for the Corporate Logo are as follows:

Pantone 130 (Yellow)

Pantone 654 (Blue)

To maintain a strong and consistent impression of this identity program, these colours are not to be substituted. In applications where these colours are not available, the closest match is to be used.



Pantone 654 (Blue) and 130 (Gold)



Black



Pantone 654



Reverse on Pantone 654

*The colours shown throughout these guidelines are not intended to match the PANTONE Colour Standards.
PANTONE ® is a registered trademark.*

Typography

There are several basic layout formats to select from depending on the application being used. Goudy, upper and lower case, is the typeface used within the Corporate Logo.

The Corporate Logo size determines the type size for the other elements. All spacing is based on the height of the letter “H” within the Logo.

Misuse

Distortion of the logo is not permitted, however slight.



Neither is the use of colours other than those specified.



It is also inappropriate to manipulate any part of the logo (e.g. making the lighthouse element taller) or to use any of the elements in the logo for another purpose (e.g. using the lighthouse element in another word).

Other Elements

The Corporate Logo must not be used smaller than 1 inch (25 mm) in length in order to maintain legibility and quality of appearance.



When the Corporate Logo is used outside the country, CANADA is added to the logo.



SCHEDULE C

SIGNAGE SPECIFICATIONS AND LOCATION ASSIGNMENTS

Gantrys

Two signs in the Primary Position, with one CTC sign with the “I love to Skate branding” and one Jumpstart sign.

One Jumpstart or Canadian Tire sign in the Secondary Position

Gantry signage will be displayed on the interior gantry system and not on the gantries on the street sides of the Commons.

French Barricade Signs (Seasonal)

Five Jumpstart or Canadian Tire Signs

Flags (Seasonal)

Three Jumpstart or Canadian Tire Flags

Attachment 2

THIS AGREEMENT ("Agreement") made this ____ day of _____, 2012

BETWEEN:

Halifax Regional Municipality
(hereinafter called "**HRM**")
OF THE FIRST PART

- and –

Canadian Tire Jumpstart Charities
(hereinafter called "**Jumpstart**")
OF THE SECOND PART

WHEREAS HRM operates recreational facilities, including an outdoor skating oval commonly referred to as the Emera Oval and located on the Halifax North Common, being the public park bordered by Robie Street, Cunard Street, North Park Street and Cogswell Street (the "**Oval**");

AND WHEREAS HRM provides recreational programming at its facilities and wishes to provide certain skating programming at the Oval;

AND WHEREAS Jumpstart is a national charitable program incorporated under the *Canada Corporations Act*, Part II of Canada and helps financially disadvantaged children and youth participate in organized sport and recreation;

AND WHEREAS Jumpstart provides funding to HRM for a program known as the "Jumpstart REC Kids" program to assist HRM in helping children and youth in HRM participate in sport and recreation throughout HRM;

AND WHEREAS Jumpstart also wishes to assist HRM in helping children and youth in HRM participate in ice skating programming at the Oval;

AND WHEREAS Jumpstart and HRM are collectively referred to herein as the "**Parties**", and may be referred to individually as a "**Party**";

IN CONSIDERATION of the mutual conditions and covenants contained herein and the provision of other valuable consideration, receipt of which is acknowledged, the Parties hereto agree as follows:

1. Purpose

HRM and Jumpstart entered into this Agreement to define their relationship in respect of certain recreation programming known as the following:

1. the "Canadian Tire Jumpstart REC Kids" program throughout HRM; and
2. the "Canadian Tire Jumpstart I Love to Skate" program at the Oval,

hereinafter collectively referred to as the "**Programs**".

2. Term

2.1 The term of this Agreement will commence on the date first written above and will continue for a period of three (3) years until _____, 2015 (the "**Term**") with an option to renew on terms no less favourable to HRM than the terms contained herein for two (2) successive three (3) year periods.

2.2 Jumpstart shall notify HRM in writing no later than sixty (60) days prior to the expiry of the Term of this Agreement that it wishes to renew this Agreement.

3. Program Delivery

3.1 During the Term, HRM will offer the Canadian Tire Jumpstart REC Kids program throughout the Halifax Regional Municipality year round and the Canadian Tire Jumpstart I Love to Skate program at the Oval during the winter skating seasons.

3.2 HRM staff maintains full responsibility for the creation and management of any and all recreation programming, including the Canadian Tire Jumpstart I Love to Skate program at the Oval, and will continue to administer the Canadian Tire Jumpstart REC Kids program as HRM staff deems appropriate.

3.3 With respect to the Canadian Tire Jumpstart I Love to Skate program, the opening, length, and end of the skating season at the Oval shall be determined by HRM Oval staff, in their sole and absolute discretion.

3.4 The Canadian Tire Jumpstart I Love to Skate program will be reviewed by the Jumpstart and HRM on an annual basis, within sixty (60) days of completion of the winter skating season each year during the Term. HRM will submit a final report to Jumpstart annually with recommendations to maintain, enhance, or terminate the Canadian Tire Jumpstart I Love to Skate program for the following skating season.

4. Funding

4.1 Jumpstart will provide funding for the Programs through the Jumpstart Online Community Centre (the "JOCC") as follows:

- (i) \$30,000 per year for the Canadian Tire Jumpstart I Love to Skate program for each of the three (3) years based on Jumpstart's traditional per participant funding formula; and
- (ii) \$40,000 per year for the Canadian Tire Jumpstart REC Kids program for each of the three (3) years based on Jumpstart's traditional per participant funding formula.

4.2 Jumpstart agrees to provide to HRM coupons (valued at retail as \$20,000.00) (the "Coupons") per year during the Term of this Agreement for helmets and skates for children and youth between the ages of four (4) and eighteen (18) years old who, because of financial disadvantage, might not otherwise be able to participate in organized sport and recreation, as determined by HRM in its sole discretion based on the information provided by applicants to HRM. The Coupons shall be delivered to HRM in advance of each of the winter skating seasons.

4.4 Jumpstart acknowledges and agrees that all payments made pursuant to this Agreement are non-refundable.

4.5 Jumpstart will use commercially reasonable efforts to cause the Dealers to accept and redeem the Coupons when presented for payment.

5. Marketing

5.1 With respect to promotion and awareness of Jumpstart and the Programs, Jumpstart will extend communication opportunities for key messaging and stories, as agreed to by the Parties in advance, through Jumpstart's ongoing communication plan, including, but not limited to:

- (i) Exposure on the Jumpstart website jumpstart.canadiantire.ca;
- (iii) Reference the Programs in the Jumpstart Annual Report; and
- (iv) Raise awareness of the Programs through stories within the Jumpstart e-newsletter marketing and other communication materials as well as presentations.

5.2 HRM's promotion of the Programs may include, without limitation, communications in the HRM program catalogues and on the HRM website, community advertising, and other

online publications. HRM may extend logo recognition through the following benefits, including but not limited to, brochures, program directories and registration forms related to the Programs, as well as customized instructor and participant clothing used at the Oval and related to the Programs, if developed, and HRM's website.

5.3 All communication materials will be approved by both HRM and Jumpstart prior to final production and each of the Parties will receive not less than five (5) business days for comments and approvals.

6. Insurance

6.1 HRM shall maintain Commercial General Liability (CGL) Insurance, providing coverage for bodily injury, property damage, personal and advertising injury, including products liability and completed operations liability coverage with minimum limits of five million dollars (\$5,000,000) per occurrence and in the annual aggregate in connection with this Agreement, and agrees to provide Jumpstart with proof of insurance within ten (10) days of ratification of this Agreement.

6.2 HRM shall ensure that with respect to the insurance policy mentioned above in 6.1:

- (i) Jumpstart is added as an additional insured for the purposes of this Agreement only;
- (ii) its insurer(s) will endeavour but not be obligated to, provide Jumpstart with at least thirty (30) days written notice of cancellation or material change in form; and
- (iii) it maintains contractual liability coverage on a blanket basis.

7. Personnel

All personnel employed by HRM in the management, administration and operations of the Programs, will be employees of HRM, and will under no circumstances or at any time be deemed or implied to be employees of Jumpstart. HRM will be solely responsible for the hire, dismissal, control, direction, supervision, instruction, and training of its employees.

8. Confidentiality

8.1 Each of the Parties acknowledge that in respect of the negotiations and/or during the Term, each may come into contact with confidential information pertaining to the business or operations of the other unrelated to the covenants and obligations of that Party hereunder

(collectively, "**Confidential Information**"). Each of the Parties agrees to maintain the strict confidentiality of such Confidential Information of the other party and shall not use any Confidential Information for purposes other than performing its obligations pursuant to this Agreement. Without limiting the generality of the foregoing, each Party shall make all reasonable efforts to (i) not disclose the Confidential Information or permit the same to be disclosed, (ii) to ensure that its employees or agents that are exposed to such Confidential Information maintain the confidentiality of such information, and (iii) to protect the Confidential Information in a manner consistent with the standard of care such party uses with respect to its own Confidential Information.

8.2 Notwithstanding the foregoing, a Party may disclose the Confidential Information if required by any applicable law or any rule or regulation of any governmental entity or court having jurisdiction over that Party; provided however that the Party making the disclosure shall promptly notify the other Party and only make the disclosure to the extent legally required based on the advice of legal counsel.

8.3 The obligations of confidentiality imposed herein shall survive the term of this Agreement and continue for a period of three (3) years.

8.4 The Parties hereto acknowledge that improper disclosure or use of any Confidential Information may cause irreparable harm to the party owning the Confidential Information which harm may not be adequately compensated in damages. As a result, in addition to any other remedy that such affected Party may have, the affected Party may seek and obtain from any court of competent jurisdiction injunctive relief in respect of any actual or threatened disclosure or use of any Confidential Information contrary to the provisions of this Agreement.

8.5 Notwithstanding any provision contained herein, Jumpstart acknowledges that HRM is a municipal body governed by provincial legislation, including, without limitation, the *Halifax Municipality Charter*, the *Municipal Government Act* (Nova Scotia), and the *Personal Information International Disclosure Protection Act* (Nova Scotia). Jumpstart acknowledges that HRM is subject to the freedom of information and protection of privacy provisions of this legislation.

9. **Privacy**

9.1 The funding for the Programs will be put in place to assist children between the ages of four (4) and eighteen (18) in eliminating barriers to recreation and assisting those children in accessing recreation programs in the HRM. The Parties agree to comply with all applicable privacy and data protection laws, rules and regulations, including, without limitation, the Freedom of Information and Protection of Privacy provisions of the *Municipal Government Act* of Nova Scotia, which are applicable to the Programs and that are in force at the effective date of this Agreement or that may be enacted from time to time.

9.2 Without limiting the foregoing, HRM acknowledges that, in the course of performing its duties hereunder, HRM may collect and/or receive from Jumpstart or individuals applying for the Programs ("**Applicants**"), personal information which can be linked to an identifiable individual ("**Personal Information**"). Applicants are required to submit certain Personal Information to HRM for the purposes of administering the Programs. Personal Information will only be used by HRM staff members that require the information in order to carry out the responsibilities of their job. HRM will pre-determine the eligibility of Applicants in the Programs and will submit through the JOCC the name, date of birth, gender, postal code and any other information as may be reasonably required, of eligible Applicants to Jumpstart. With respect to such Personal Information, the Parties shall:

- (i) designate a representative who is responsible for all aspects of privacy and confidentiality required hereunder;
- (ii) collect, use and maintain it accurately for the purposes of and in accordance with the terms of the Agreement;
- (iii) at the time of collection, inform any such Applicants of the stated purpose for its collection, use or disclosure and request their consent to the same, which if obtained, must be recorded;
- (iv) limit collection to what is necessary for the stated purpose of its collection and in accordance with the terms of the Agreement;
- (v) use it only for the purposes necessary to fulfil the Agreement;
- (vi) maintain it only for so long as the Parties agree it may be required to fulfil the purposes for which it was collected, or as may be required by law;
- (vii) promptly refer to the other Party any requests received for access to, amendment of or complaints about Personal Information within the Parties care and control, and to co-operate in providing timely access to the same;
- (viii) amend, rectify, delete or update it only upon receiving approval from the other Party to do so, or as may be required by law and shall notify the other Party of such actions thereafter;

- (ix) employ adequate administrative, physical, technological, and other safeguards to protect it in an environment secure against loss, theft, or unauthorized access, disclosure, copying, use or modification;
- (x) not disclose or permit any employee, contractor, agent or other third party over whom the Parties exercise control, to disclose it, or any part thereof (other than, to employees who have a need-to-know and have agreed to abide by the terms of this section, as may be otherwise agreed to by the Parties or as may be required by law);
- (xi) abide by all other reasonable rules and procedures of the Parties, as amended and timely communicated from time to time in relation to it;
- (xii) permit the other Party, on prior notice, to have reasonable access to its facilities (during normal business hours) and records to review security policies and procedures and discuss the same with the designated representative in order to verify compliance herewith;
- (xiii) notify the other Party immediately of any breach hereof and use its best efforts to co-operate to remedy the same;
- (xiv) mutually indemnify and hold harmless the other Party, its subsidiaries, affiliates, agents, and each of their respective directors, officers, employees and representatives against all losses, claims, damages, liabilities and costs arising from a breach hereof;
- (xv) at any time upon the other Party's request, and in any event, upon termination of the Agreement, to immediately return or destroy all originals, summaries and copies of it held in whatever form unless retention of such Personal Information is required by law; and
- (xvi) not acquire any express or implied rights, title or interest in it, which shall at all times be deemed to remain the exclusive property of Jumpstart.

9.3 The provisions in this section shall survive the expiry or termination of this Agreement.

10. Indemnification

HRM agrees to indemnify and save Jumpstart, its subsidiaries, affiliates, agents, and each of their officers, directors, employees, representatives, and shareholders (collectively, the "**Indemnified Parties**") harmless from and against any and all claims, actions, suits or other actual or threatened proceedings, and all losses, judgments, damages, expenses and other costs (including all reasonable attorney fees and disbursements) (the "**Claims**") incurred, suffered, or caused by or arising out of any occurrence in any manner:

- (i) in connection with this Agreement, or
- (ii) resulting from any injury to persons or loss of or damage to property which may be or alleged to be caused by the participation in or operation of the Oval and/or the Programs,

except to the extent such Claims are caused by a breach of this Agreement by Jumpstart.

11. Amendment and Waiver

This Agreement can only be amended by written agreement signed by the Parties. The waiver by either Party of the strict observance or performance of any term of this Agreement or any breach of this Agreement on the part of the other Party shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term of this Agreement or of any breach thereof on the part of such Party.

12. Notice and Approvals

All notices, consents, approvals, statements, authorizations, documents or other communications (collectively "**notices**") required or permitted to be given hereunder shall be in writing, and shall be delivered personally or by facsimile, or mailed by registered mail, postage pre-paid, to the said Parties at the respective addresses set forth hereunder, namely:

To HRM:

Halifax Regional Municipality

P.O. Box 1749

Halifax, NS B3J 3A5

Fax No.: _____

Attention: Karen MacTavish, Manager, Community Recreation & Culture

To Jumpstart:

Canadian Tire Jumpstart Charities

2180 Yonge Street

Toronto, Ontario M4P 2V8

Fax No: 416-480-8556

Attention: Dan Thompson, President

or at any such other address or addresses as may be given by them to the other in writing from time to time. Such notices, if mailed, shall be deemed to have been given on the 4th business day following such mailing, or, if delivered personally or by facsimile, shall be deemed to have been given on the day of delivery if a business day, or if not a business day or delivered after 5:00pm (Halifax time) on a business day, on the business day next following the day of delivery; provided that if such notice shall have been mailed and if regular mail service shall be

interrupted by strike or other irregularity before the deemed receipt of such notice as aforesaid, then such notice shall not be effective unless delivered.

13. Termination

13.1 Jumpstart or HRM may, on six (6) months' prior written notice to the other Party, elect to terminate this Agreement, which notice may be given at such Party's sole discretion.

13.2 Jumpstart shall also have the right to terminate this Agreement and the rights granted hereunder, without prejudice to the enforcement of any other legal right or remedy, immediately upon giving written notice of such termination if HRM (i) is, becomes or is declared bankrupt, insolvent, (ii) is generally unable to meet its obligations as they become due, (iii) permanently ceases to carry on business, or (iv) commits fraud, or wilful misconduct or is negligent in the performance of its obligations hereunder.

13.3 The Parties shall have the right to terminate this Agreement and the rights granted hereunder if the other Party commits a breach of its obligations under this Agreement and such breach is not cured within thirty (30) business days following receipt by the other Party of a written notice of such breach.

13.4 This Agreement will automatically be terminated upon the termination of the Program Funding Agreement entered into concurrently with this Agreement between Canadian Tire Corporation, Limited, certain Canadian Tire associate dealers located in the Halifax Regional Municipality, and HRM (the "**Program Funding Agreement**").

13.5 Termination of this Agreement does not release any of the Parties from any obligations which accrued while the Agreement was in force.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Nova Scotia and the federal laws of Canada applicable therein, and the Parties hereby submit to the exclusive jurisdiction of the courts of Nova Scotia.

15. Independent Contractors

The Parties are independent contractors. Nothing herein shall be deemed to establish a partnership, agency, joint venture, association or employment relationship between the Parties.

16. Survival

Unless otherwise expressly provided for herein, in the event of the expiration or termination of this Agreement for any reason whatsoever, all rights and obligations which are intended to

endure or have accrued prior to the expiration or termination of this Agreement or remedies which may be available to the Parties, shall be deemed to survive and continue in effect for such period as is required to fulfill their purpose.

17. Assignment

The Parties hereto acknowledge and agree that the terms and conditions set forth in this Agreement are not assignable by any Party. Any attempt to assign the rights, duties or obligations set forth herein is void.

18. Severability

If any provision in this Agreement is determined to be invalid or unenforceable by any court of competent jurisdiction from which no further appeal lies or is taken, that provision will be deemed to be severed herefrom and the remaining provisions of this Agreement will not be affected thereby and will remain valid and enforceable.

19. Binding Agreement

This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, executors, administrators, and successors.

20. Entire Agreement

This Agreement, including the recitals hereto, and the Program Funding Agreement as applicable constitutes the entire agreement among the Parties hereto with regard to the subject matter hereof and supersedes all other prior agreements, understandings, representations or warranties, negotiations and discussions, whether oral or written, among the Parties hereto with respect thereto, entered into prior to the date hereof, which are hereby terminated.

21. Execution in Counterparts

This Agreement may be executed and delivered in counterpart copies and by fax or other readable digital format and such copies shall be binding on the Parties. This Agreement shall not be binding on either Party until executed by all Parties.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF the parties hereto have properly executed and delivered this Agreement as of the date first written above.

CANADIAN TIRE JUMPSTART CHARITIES

Witness

Name: Dan Thompson
Position: President

HALIFAX REGIONAL MUNICIPALITY

Witness

Peter Kelly, Mayor

Witness

Cathy Mellett, Municipal Clerk