

**PARKVIEW COMMUNITY LEAGUE
DONOR'S AGREEMENT**

This Agreement made as of the ____ day of _____ 20 ____

Between:

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

- and -

(the "Donor")

- A. The League owns the Rink Boards and has the right to authorize the display of donor names at the Facility. The Facility is 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 Donor wishes to display their Family Name at the Facility and the League agrees to permit the Donor 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 Donor wish to set out the terms and conditions by which the Donor will display their Family Name on the Rink Boards.

The League and the Donor agree as follows:

1.1 In this Agreement:

- (a) "Family Name" means the surname of the Donor, or family member of the Donor, to be displayed pursuant to this Agreement on the surface of the Rink Boards facing away from the ice or playing surface in the Facility;
- (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 rink located at civil address: _____;

(f) "Rink Boards" means the surface of the rink boards facing away from the ice or playing surface of the Facility rink, in the location and dimension specified in Schedule "A" hereto;; and

(g) "Term" means that period starting on the __ day of ____ 20__ and terminating on the __ day of ____ 20____. Maximum of five (5) years.

2. Grant of Rights

2.1 The Donor acknowledges and agrees that no exclusivity for displaying a Family Name is granted pursuant to this Agreement.

2.2 There is a limited number of Rink Boards and spaces for Family Names on the Rink Boards. Placement of Family Names on Rink Boards are granted on a first come, first served paid basis.

2.3 The Donor is granted the right, by the League, to display their Family Name on the Rink Boards during the Term of the Agreement subject to, and in accordance with, the terms and conditions of this Agreement.

2.4 The League may refuse, or order the removal of, the Family Name at any time at its sole and absolute discretion.

3. Donor Fee

3.1 In consideration of the right to display the Family Name on the exterior of the Rink Boards listed in Schedule A, the Donor shall pay to the League the Donor Fee in full as specified in Schedule B.

4. Hours of Operation

4.1 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.

5. Donor's Responsibilities

5.1 The Donor shall be responsible for the costs of replacing the Family Name on the Rink Boards if damaged.

5.2 The Donor confirms that the correct spelling of the Family Name is: _____

5.3 The Donor represents and warrants the Family Name is the Donor's family name and that the Donor is authorized to publicly display the Family Name. Upon the League's request, the

Donor shall provide proof, to the League's satisfaction, that the Family Name is the Donor's family name.

6. The League's Responsibilities

6.1 The League:

- (a) will provide and install the Rink Boards with the Family Name applied thereon;
- (b) will install the Rink Boards, with the Family Name, within fifteen (15) Business Days of completion of the Facility, in accordance with the League's standards;
- (c) may remove the Family Name at any time following the end of the Term, unless a further Donor Agreement has been executed between the parties in advance of the Term expiring.

7. Condition of Donor Sign

7.1 The League will not be responsible for vandalism or damage to the Family Name. The League has the right to remove a Family Name that is vandalized, damaged or not in good repair. In the event of any such removal, the Donor will be responsible for repair or replacement cost of the Family Name on the Rink Boards. The Donor will not be entitled to a refund of any fee or payment if it chooses not to repair or replace the Family Name. The Term of the Agreement will not be extended for the period the Family Name is removed for repair or replacement.

8. Contract Administrator

8.1 The League has designated _____, to act 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 from the Donor. If the Contract Administrator changes, the League will provide notice to the Donor in writing within five (5) Business Days of such change.

9. Relationship of the Parties

9.1 This Agreement does not constitute, designate, or bind any party hereto as the agent 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.

10. Modification of Agreement

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

11. Notice

11.1 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:

Parkview Community League
9135 146 St NW,
Edmonton, Alberta T5R 4L5
Telephone: (780) 341-1988
Email: Info@PVCL.ca

If to the Donor:

Donor Name
Donor Address

Telephone:
Email:

11.2 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.

12. Disputes

12.1 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 Donor shall meet and resolve the dispute. If the parties fail to resolve the dispute within ten (15) Business Days from the initial meeting date, either party may request the Dispute be resolved by Mediation.

13. General

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

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

13.3 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.

13.4 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.

13.5 In the event that the Facility is not constructed this agreement shall be considered void ab initio.

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

Signed for the Donor:

Per: _____

Date: _____

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

Signature

Print Name

Print Title

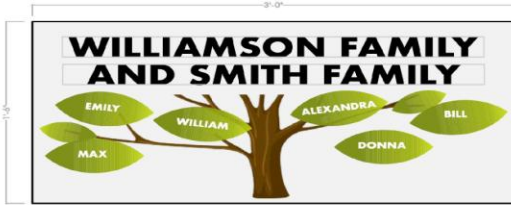
Signed for The League
PARKVIEW COMMUNITY LEAGUE

Per: _____

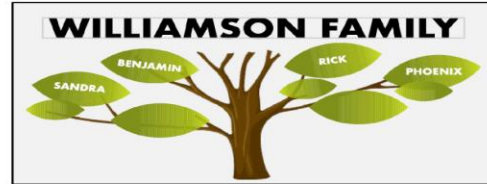
SCHEDULE A

Rink Address:

9135 146 Street, Edmonton
Parkview Community League



A. MULTI-FAMILY DONOR BOARD



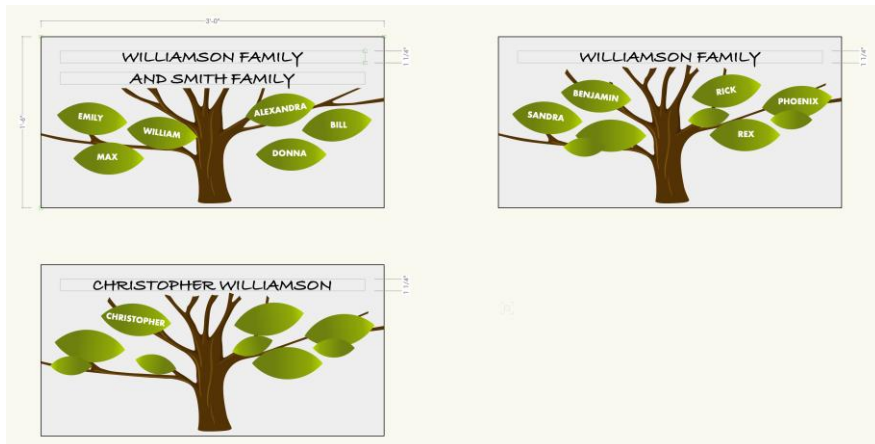
A1. SINGLE FAMILY DONOR BOARD

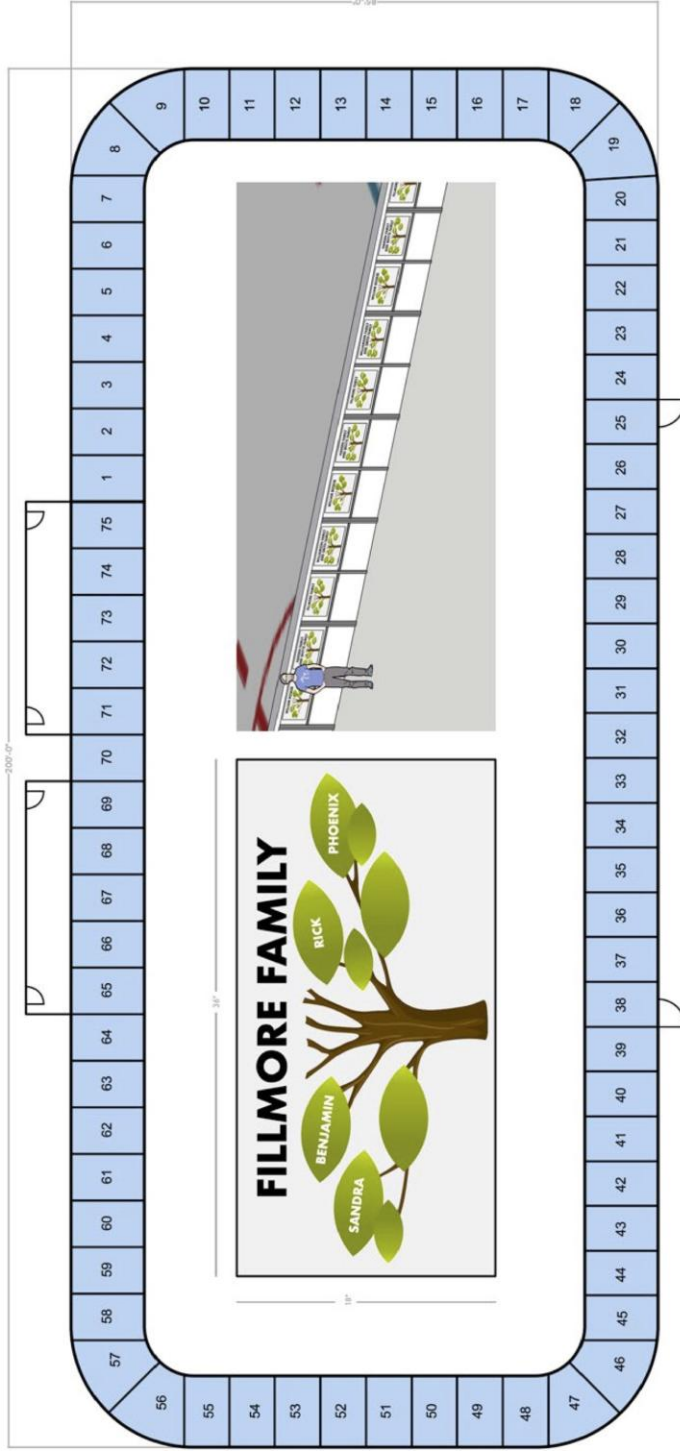


A2. INDIVIDUAL DONOR BOARD

COMMUNITY ART DISPLAY CONCEPT:

- HONORING LARGE FAMILY OR INDIVIDUAL DONORS IN A WAY OF COMMUNITY ART DISPLAY
- TYP. SIZE: 18" x 36" BOARD
- MAX TWO LINES PER HEADING
- 18 CHARACTERS MAX PER HEADING
- HEADING TEXT: FUTURA MEDIUM
- 75 BOARDS MOUNTED ON OUTSIDE OF FUTURE RINK BOARDS (APPROX. COUNT ONLY. FINAL NUMBER TO BE DETERMINED UPON FINAL DESIGN/LAYOUT OF RINK)





COMMUNITY ART DISPLAY CONCEPT:

- HONORING LARGE FAMILY OR INDIVIDUAL DONORS IN A WAY OF COMMUNITY ART DISPLAY
- 75 BOARDS MOUNTED ON OUTSIDE OF FUTURE RINK BOARDS (APPROX. COUNT AND LOCATION ONLY. DRAWING IS NOT TO SCALE. FINAL NUMBER TO BE DETERMINED UPON FINAL DESIGN/LAYOUT OF RINK)



COMMUNITY ART DISPLAY - CONCEPT

OUTDOOR REVITALIZATION PROJECT

Prepared by: STUDIO [D]

FEB 6, 2020

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SCHEDULE B

"Donor Fee": \$1,000.00 Signage on the Exterior of the Rink Boards will be approximately 18" high x 36" wide.

SCHEDULE C

(i) Please list the names you would like printed on the leaves of the tree graphic:

- 1. _____
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____
- 7. _____
- 8. _____
- 9. _____
- 10. _____
- 11. _____
- 12. _____
- 13. _____
- 14. _____

(ii) Please indicate the board number you would like: _____

(Please note board locations are not exact. We will contact you if your choice is not available)

(iii) Please provide an email address we can contact you at for any clarification:
