

THIS LICENSE AGREEMENT, made this        day of

BETWEEN:

THE CORPORATION OF THE COUNTY OF BRANT,

Hereinafter called the “County”

- and -

ADVANCED MEDIA EDGE INC.

Hereinafter called the “AME”

NOW THEREFORE IN CONSIDERATION OF THE MUTUAL COVENANTS AND FINANCIAL COMMITMENTS HEREIN CONTAINED, THE PARTIES HERETO AGREE AS FOLLOWS:

## **CONTRACT TERMS AND CONDITIONS**

### **1.0 Provision of Advertising Services**

During the term AME shall provide the Digital Signage to the County of Brant, Recreation Facilities as set out in Appendix A, at AME’s sole expense. AME will create, sell, upload and monitor all advertisements for the digital equipment located at the Brant Sports Complex, Burford Community Centre and South Dumfries Community Centre.

### **2.0 Donation of Equipment**

AME agrees to install ten (10), 40” digital signs with hardware and software for the purpose of third party advertising. All components installed as outlined in Appendix “A” will become the property of the County upon the completion of a five year contract

AME agrees to install four (4), 40” digital signs with hardware and software to be used as digital dressing room assignment boards at recreation facilities as outlined in Appendix “A”.

### **3.0 Capital Campaign Donation**

For each contract year during the term of the agreement, AME agrees to donate to the County Twin Pad Capital Campaign, a flat rate of \$5 per month per digital ad sold by AME and displayed on the digital signs at the County Facilities

### **4.0 County Recreational Subsidy Program Donation**

For each contract year during the term of agreement, AME agrees to donate;

a) A Flat Rate of \$5 per month per digital ad sold to the County towards the County recreational subsidy program that provides financial assistance for recreation and leisure services.

#### 5.0 Contract Duration

The agreement will be effective for three (3) years, beginning February ? , 2011 with an additional two (2) year term to be negotiated upon mutual consent upon completion of the first term. The company will not sell any advertising past the term of this agreement.

#### 6.0 Existing Contracts

The County has an agreement with Nustadia Media Inc. to manage the advertising for rink boards, lobby signs, ice logos, banners, ice resurfacers ads, dressing rooms and scoreboards. AME will be required to work cooperatively with Nustadia Media Inc. to ensure a good working relationship is maintained and products are cross-promoted.

#### 7.0 Compensation

For each contract year during the term of agreement, the proponent agrees to pay to the County

a) A Flat Rate of \$30 per month, plus HST per digital ad sold and displayed on the digital signs.

b) a flat rate donation of \$5 per month per digital ad sold by AME towards the Twin Pad Capital Campaign

c) A flat rate donation of \$5 per month per digital ad soled by AME towards the County Recreational Subsidy Program.

Payments will be made to the County in quarterly installments, for each year during the term of the agreement or any renewal, on (April 1<sup>st</sup> July 1st, October 1<sup>st</sup> , and January 1st), commencing April 1, 2011.

## **8.0 County Digital Signage Advertisements**

AME will also permit the County one (1) open space including creative work to upload a flash video for special events and sponsorship pertaining to the Parks and Recreation and other community facilities to the Advanced Media Digital Signage Network that is currently running in Brantford, Paris and St. George.

AME will also donate one (1) flash video and upload it to the network for one (1) charity ad per month, up to 12 charities per year of Brant County's choosing.

## **9.0 Reporting**

The quarterly payments shall be accompanied by a report which includes, at minimum, the following information for each location:

- a) Date and statement period, facility name, number of signs/advertising media at each facility, summary of advertising clients with duration of each Agreement, sales per facility, and total sales;
- b) The County or a duly authorized representative of the County shall have the right to verify any of the Statements made by AME by an examination of all the books, records and other memoranda of AME pertaining to, or pertaining partially to, AME's dealings with the County.

## **10.0 Equipment Installation and Maintenance**

The County, in consultation with AME, shall determine the exact location for the installation of the digital signs within each facility.

- a) AME agrees to provide all system management and all onsite service for the digital signs with a maximum 48 hour onsite response time.

b) AME ensures that all digital sign components will be maintained, upgraded and kept in excellent working condition for the term and any renewal term, at no cost to the County of Brant.

c) AME agrees to provide all content management on the digital signs for the term of the agreement.

d) AME will provide all training required to operate the digital signs. (does this conflict with Nustadia agreement)

e) AME will turn over all usernames and passwords and provide complete training to a County staff member 30 days prior to the final day of the contract.

### **11.0 County Responsibilities**

The County agrees to provide the following:

- a) Two (2) receptacles of 120v at the point of installation for each digital sign;
- b) Two (2) internet connections at the point of installation of the # ? digital signs at the Brant Sports Complex;
- c) One (1) Internet connection at point of installation for digital sign at the remaining locations? (?individual units);
- d) A stable support above the ceiling to install the brackets to hang the monitors;
- f) All logos of the County and sponsors

### **12.0 Advertisement Restrictions**

a) AME shall not place any advertisement on digital signs that advertises, promotes or mentions in any way;

- i) cigarettes, cigars or any tobacco product,
- ii) liquor, wine, beer or any other alcoholic beverage,
- iii) adult entertainment,
- iv) gambling

b) Any advertisements placed on the digital signs by AME shall be of moral and reputable character and AME shall forthwith remove from any advertising device any advertisement that the County, in the reasonable exercise of its discretion, desires removed.

The County will not accept advertising of questionable taste or which is irritating in its content or method of presentation.

c) AME must ensure that any advertising placed on the digital signs is free from offensive references or racial terms.

d) AME shall not place any advertising on the digital signs that calls for the advocacy of, or opposition to, a political point of view, policy or action.

e) Advertising advocating the name of any political party is acceptable.

f) Advertising advocating the candidacy of an individual may be accepted providing the content is in keeping with all guidelines and that the message centres generally on the candidate's name and party affiliation, the office being sought, election date or other such information pertinent to the election.

g) AME shall not place any advertising which tends to disparage a candidate or party or cause.

h) Advertising informing the public of the specifics relating to a meeting, gathering or event will be permitted if the information is confined to subject, name of speaker, location, date and time of event.

i) AME shall not place any religious advertising on any digital sign which promotes ideology, ethic, point of view, policy or action, which in the opinion of the County might be deemed prejudicial to other religious groups or offensive to users, is not permitted. Religious advertising will be permitted if the information is designed to promote a specific meeting, gathering or

event, if the information is confined to subject, name of speaker, location, date and time of event.

j) The County has an existing contract with Pepsi Bottling Ltd. AME shall not place any advertising of other soft drink products, other than Pepsi products on any digital sign.

k) Although the County is guided by the Canadian Code of Advertising Standards and notwithstanding any other provision to this document or of the contract, the County is the sole and final arbiter in all matters relating to the acceptance of advertisement in County facilities. The County may refuse or order removal of any advertisement at any time, at its discretion.

l) AME shall not place any advertising deemed by the County at its sole discretion to be competitors to Recreation facilities and programs .

m) The "County" hereby agrees to pay the municipal property taxes payable, utilities and maintenance on the said property. *(why is this in here?)*

## **8.0 Subcontracting**

AME will be considered to be the exclusive provider for digital signage and will be held fully responsible for the performance of any subcontractor employed and will ensure that any defects in performance are rectified to the satisfaction of the County. AME will be responsible for ensuring all subcontractors are fully trained, qualified and experienced.

## **9.0 Special Events**

In exceptional circumstances, special events may make use of the facilities that will require existing advertising to be covered. The County reserves the right to require advertising to be covered for short periods at its sole discretion.

## 10.0 Termination

Upon default of any payment provided for in this agreement, the agreement will continue for a period of thirty days after written demand for payment has been duly made upon AME by mailing a registered letter to AME at the address as indicated in the notice provisions of this agreement and if payment is not received thirty (30) days following the written demand, the County may terminate this agreement and require the removal of all digital signs from the facilities at AME's expense.

Any breach or default of any covenants and agreements herein contained by a party and not corrected within thirty (30) days or such other time as may be reasonable of such breach, shall entitle the other party to terminate this Agreement. Either party shall be granted the option of terminating the agreement, without cause, upon sixty (60) days written notice.

## 11.0 Other Information

The County is not responsible for damage to digital signs caused by vandalism or the nature of the sporting activities with the facilities.

**The County further reserves the right to add additional non-digital advertising locations throughout the Agreement term, inclusive of any subsequent Agreement renewals, if applicable.**

## 12.0 Infringements and Indemnifications

AME shall indemnify and shall ensure that all subcontractors indemnify the County, its officers, employees and agents, from all claims, demands, actions or other proceedings initiated by others, arising out of, or attributable to anything done or omitted to be done by Nustadia, its officers, employees or agents, in connection with the services performed, or required to be performed, under this agreement.

## 13.0 Insurance Requirements

AME shall provide, maintain and pay for the insurance coverage listed below during the term of the agreement and any renewal term and shall ensure that any subcontractors provide and maintain the insurance coverages listed below during the term they are performing work at any County facility.

**a) Commercial General Liability Insurance**

Commercial General Liability Insurance acceptable to the County, placed with an insurer licensed to do business in Ontario and subject to limits of not less than Two Million Dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof.

The Commercial General Liability Insurance shall include coverage for:

- 1) Premises and operations liability
- 2) Products or completed operation liability
- 3) Blanket contractual liability
- 4) Cross liability
- 5) Severability of interest clause
- 6) Employers liability
- 7) Liability with respect to non-owned licensed motor vehicles

Such Commercial General Liability Insurance policies shall be in the name of AME and shall name the County, as an additional insured there under.

The insurance policies shall be endorsed to provide the County with not less than thirty (30) days written notice in advance of a cancellation, change or amendment restricting coverage.

**b) Automobile Liability Insurance**

Automobile liability insurance acceptable to the County in respect of licensed vehicles shall have limits of not less than Two Million Dollars (\$2,000,000) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, in the following forms and endorsed to provide the County with not less than thirty (30) days written notice in advance of any cancellation, change or amendment restricting coverage:

- a) Standard non-owned automobile policy including standard contractual liability endorsement; and
- b) Standard owner's form automobile policy providing third party liability and accident benefits insurance and covering licensed vehicles owned or operated by the insured.



**c) Certificate of Insurance**

AME shall provide the County and shall ensure that any subcontractors provide the County, with a certificate of insurance verifying the coverage listed above . If requested, AME shall promptly provide the County with a certified true copy of each insurance policy exclusive of information pertaining to premium or premium bases used by the insurer to determine the cost of the insurance. The certified true copy shall include a signature by an officer of AME and in addition, a signature by an officer of the insurer or the underwriter or the broker.

Where a policy is renewed AME shall provide the County renewed proof of insurance immediately following the completion of renewal.

**d) Workplace Safety and Insurance Board**

AME shall provide the County with a current WSIB Clearance Certificate specific to the type of work being performed prior to the start of work. If the owner of AME is involved in the day-to-day operation of the company and will be present on site at any time during the term of this agreement, proof of optional insurance through WSIB must be also submitted in combination with the standard Clearance Certificate (as required by WSIB). A copy of AME's current WSIB Clearance Certificate must be submitted with every request for payment. If any persons will be present on site to perform work related to this contract other than those employed directly by AME (i.e.: temporary services), a current WSIB Clearance Certificate, specific to the type of work being performed, must be submitted to the County prior to these person(s) entering the site.

**14.0 Notice**

a) Any written notice provided for in this Agreement shall be conclusively deemed to be sufficiently given if personally delivered or sent by prepaid registered mail addressed as follows:

County of Brant  
25 Park Avenue  
Burford, ON N0E 1A0

and

Advanced Media Edge Inc.  
84 Dalhousie St.  
Brantford, ON N3R 2J2

b) Any notice given by registered mail shall conclusively be deemed to have been

received on the fifth (5th) business day following the date on which such notice is mailed, provided that such notice has also been delivered to the party by facsimile transmission or email. In the event of a postal strike, notice may only be given by email.

IN WITNESS WHEREOF Advanced Media Edge INC (has hereunto under the hands of its duly authorized officers and the "County" has affixed its corporate seal under the hands of its duly authorized officers.

THE CORPORATION OF THE COUNTY OF BRANT

\_\_\_\_\_  
R. E. F. Ron Eddy, Mayor

\_\_\_\_\_  
Jayne Carman, Clerk

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Darren Gooder, President

There are 14 signs total...8 advertising signs for the twin pad. 1 advertising sign for st george and one for burford, Total 10- the remaining 4 are for dressing room assignments.

### **Appendix A**

#### **Equipment to be supplied to the County by AME**

Brant Sports Complex, 944 Powerline Road, Paris

- 8- 40" LCD Monitors – 4 for each entrance for advertising.
- 2- 40" LCD Monitors with hardware for dressing room assignments

- 4- SP-100 digital multi media players.
- 2- 4 screen brackets that will mount to the ceiling just beyond each entrance.
- 8- HDMI cables
- 4- HDMI Splitters

Burford Community Centre, 14 Potter Drive, Burford

- 2- 40" Monitors (1 Advertising, 1 Dressing Room Assignments)
  
- 2- Mounting Brackets
- 2- SP-100 digital multi media player
- 2- HDMI Cable
- 1- Surge Protector
- 1- Complete installation of the system.

South Dumfries Community Centre, 7 Gaukel Drive, St. George

- 2 - 40" Monitors (1 Advertising, 1 Dressing Room Assignments)
  
- 2- Mounting Brackets
- 2- SP-100 digital multi media player
- 2- HDMI Cable
- 1- Surge Protector
- 1- Complete installation of the system.