

This Agreement made as of the 12 day of October, 2021.

B E T W E E N:

The Corporation Of The Town Of Tecumseh, hereinafter called the “Town”

OF THE FIRST PART;

- and -

The Stephanie and Barry Zekelman Foundation, hereinafter called the “ZEKELMAN”

OF THE SECOND PART.

In consideration of the mutual covenants and other contained herein, the Parties agree that:

1. The Town grants Zekelman naming rights (as detailed in section 4.) on that area of the Lacasse Park Pickleball Courts as depicted in Schedule A attached to this Agreement (herein, the “Premises”) for a term to commence on the first day of January, 2022 and to end and to be fully completed the first day of January 2037, for consideration of One Hundred Thousand Dollars (\$100,000) paid/payable by Zekelman as follows:
 - a) \$50,000 paid on the day of the signing of the Agreement, the receipt of which is acknowledged;
 - b) The sum of \$50,000 to be paid on the 1 day of June, 2022;
2. At any time during the final year of the Agreement, either the Town or Zekelman may submit a request, in writing, to negotiate an extension of the term of the Agreement otherwise set out in section 1, to allow for its extension past January 1, 2037 on such terms as the parties may subsequently agree.
3. For the sake of clarity, the Town and Zekelman state that, notwithstanding paragraph 2 above, this Agreement remains a fixed term Agreement and, if the Town and Zekelman do not conclude an Agreement, which will be in operation subsequent to the first day of January 2037, this Agreement, will terminate on December 31, 2036.
4. From the date of commencement of this Agreement, the Town shall designate Premises as the ***Zekelman Pickleball Complex***. During the term of this Agreement the Premises shall at all times be known as the ***Zekelman Pickleball Complex*** and the Town shall in all business and other documentation and in municipal promotional material refer to the Premises as the ***Zekelman Pickleball Complex*** located at Lacasse Park. Provided that the Town shall not be obligated to commence legal action against any of the following, the Town shall make reasonable efforts to prohibit its tenants and other users of the ***Zekelman Pickleball Complex*** from advertising or using material on the Premises that refer to the Premises as other than the ***Zekelman Pickleball Complex***.
5. The Town will work with Zekelman for the design construction of facility signage. Zekelman will be responsible for the costs associated with the construction and installation of the signage and which the cost will be added to the donation for naming rights. The Town will be responsible to coordinate the installation of the signage.
6. The location of the signage will be agreed upon between Zekelman and the Town.
7. Zekelman shall have the right, upon reasonable notice and upon agreeing with the Town on the new signage, to replace its signage at its own expense from time to time during the period of this agreement.

8. The Town represents and covenants with Zekelman that the Town is the owner of the Premises, and has authority to make the Agreement. The Town further covenants that if, at any time, during the term of this Agreement it transfers or relinquishes control of the Premises it will cause the party acquiring control of the Premises to assume this Agreement in full, including the continuing obligation under this section.
9. The Town Retains the right to sell or permit advertising on or within the **Zekelman Pickleball Complex** provided that the Town shall not permit the Zekelman sign to be obstructed in any manner.
10. It is agreed that neither party to this Agreement shall be bound by any representation or agreement that is not written in this Agreement.
11. This Agreement shall ensure to the benefit of and be binding upon the successors and assigns of the Parties.
12. If Zekelman fails to make the payments as described in Paragraph 2 of this Agreement, then, in addition to any other remedies the Town may have, the Town may remove the Zekelman sign and/or replace it with any sign that it deems advisable.
13. Zekelman shall defend, indemnify and save harmless the Town its elected officials, officers, employees and agents from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Zekelman, its directors, officers, employees, agents, contractors and subcontractors, or any of them, in connection with or in any way related to the delivery or performance of this Agreement. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Zekelman in accordance with this Agreement and shall survive this Agreement.

14. The Parties agree that any dispute pursuant to this Agreement will be determined pursuant to the *Arbitrations Act*, R.S.O. 1990, Chapter A-24.

SIGNED, SEALED & DELIVERED

In the presence of

“Seal”

**THE CORPORATION OF THE
TOWN OF TECUMSEH**

By:

Name: Gary McNamara

Title: Mayor

Name Laura Moy

Title: Clerk

The Stephanie and Barry Zekelman Foundation

By:

Witness:

Name:

I/We have authority to bind the Corporation.

Schedule A

