

**Attachment 2, DS-2022-23**  
**Tecumseh Transit Service**  
**Bus Stop Bench Advertising License Agreement**

THIS LICENSE AGREEMENT MADE THIS \_\_\_\_ DAY OF \_\_\_\_ IN THE YEAR \_\_\_\_\_

**BETWEEN:**

THE CORPORATION OF THE TOWN of TECUMSEH

(Hereinafter called the "THE TOWN ")

- And -

THE BENCH PRESS LTD

o/a CREATIVE OUTDOOR ADVERTISING.

(Hereinafter called "COA")

**WHEREAS** COA is engaged in providing Streetscaping™ transit Amenities and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services;

**AND WHEREAS** COA has asked THE TOWN of TECUMSEH for the privilege of placing such street amenities on untraveled portions of public highways within the jurisdiction of THE CORPORATION OF THE TOWN of TECUMSEH.

**NOW THEREFORE IN CONSIDERATION OF** the sum of \$10.00 (Ten Dollars), receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties do hereby agree as follows:

***DEFINITIONS***

1. For the purposes of this Agreement,
  - 1.1. "**Street Furniture**" means the actual piece of functioning street furniture placed by COA within the Town right of way such as the seating, recycling container, bus shelter, bike rack, trash can, or newspaper box organizer with integrated trash receptacles and/or recycling containers
  - 1.2. "**Amenities**" means: Units installed by COA, with or without advertising faces, that are modular or

individual, that incorporate, or are Seating units, recycling units, bus shelters, bike racks, trash cans, newspaper box organizers with integrated trash receptacles, recycling containers, (where agreed upon), advertising faces, a mounting pad for each Amenity, and; for maintenance purposes, an area of three feet surrounding all visible vertical sides of each piece of street furniture, except where the 3 feet surrounding encroaches upon a mounting pad or piece of street furniture provided or installed by a 3rd party. The parties agree that the style and design of the Amenities provided are to be approved by the TRANSIT COORDINATOR.

1.3. "TOWN " and "TOWN (s)" means The Incorporated entity known as THE CORPORATION OF THE TOWN OF TECUMSEH.

1.4. "TRANSIT COORDINATOR" means THE TECUMSEH TRANSIT COORDINATOR or his or her designate.

### ***TERM***

1.5. The term of this Agreement shall be 10 years commencing STARTDATE and ending ENDDATE (the "Term") unless terminated earlier pursuant to the terms of this Agreement.

1.6. The term length as set out in clause 1.5 will commence at COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement. The TOWN will not count the wait period towards this Agreement term.

1.7. Providing that COA has met all of the contractual obligations hereinafter contained, COA will continue to provide its services as outlined in this agreement for successive one-year terms at the end of the original term of the contract.

1.8. The TOWN MANAGER agrees to provide COA with notice, in writing, of the intent NOT to extend this agreement under the same terms and conditions, at least one (1) year before the expiry of this agreement. If said notice is not provided in writing, COA will continue to operate its transit amenities program for the period contained within 1.7.

1.9. Thereafter, in the absence of (1) years notice, COA's transit amenities program shall extend each 12 months, for an additional 12 months, until such time as notice is issued.

### ***INSTALLATIONS & MAINTENANCE***

2. COA agrees to install all Amenities on a mounting pad unless a suitable base exists. Where a mounting pad does not exist and is required, COA agrees to install, at COA's sole expense, a mounting pad for every Amenity installed pursuant to this Agreement. COA shall be responsible for ensuring that all mounting pads provide for the safe movement of pedestrians to, from and around the Amenity.

2.1. COA is responsible for and owns the concrete pads. If, however THE TOWN chooses to pour a pad, it owns such pad, and it shall be responsible for maintaining that pad.

2.2. Where COA has poured a pad and THE TOWN requires construction to occur at the location a COA

mounting pad has been installed, THE TOWN will be responsible for replacing the mounting pad. This will be at the expense of THE TOWN.

- 2.3. If THE TOWN requires a concrete mounting pad larger than 55 square feet, THE TOWN will be responsible for the cost of the additional concrete required.
3. COA agrees during the construction or installation of the Amenities to keep each location in a clean and orderly condition and remove all waste and unusable material from each location upon completion of the construction or installation of each Amenity or as required by the TRANSIT COORDINATOR.
4. COA shall be solely responsible for obtaining any and all authorizations, consents and/or permits of any kind before any Amenity is installed and for any other work undertaken by COA pursuant to this Agreement. Any fees paid for such authorizations shall be deducted from revenue paid to the TOWN.
5. THE TOWN agrees to permit COA to install Amenities on untraveled portions of public highways within the jurisdiction of The Town of TECUMSEH:
  - 5.1. COA agrees to install Amenities at locations that are agreed upon by COA and approved by the TRANSIT COORDINATOR, in the TRANSIT COORDINATOR'S sole and absolute discretion.
  - 5.2. Amenities will be placed at locations within THE TOWN as mutually determined by the TRANSIT COORDINATOR and COA. Both the TRANSIT COORDINATOR and COA may request sites anywhere in THE TOWN, but final approval of all sites rests with the TRANSIT COORDINATOR in the TRANSIT COORDINATOR'S sole and absolute discretion.
  - 5.3. Amenities cannot be placed within the traffic sight triangle.
6. Amenities must not interfere with the pedestrian right of way.
7. COA shall maintain all Amenities as defined herein in good repair and is solely responsible for ensuring the provision of normal maintenance to those amenities as follows:
  - 7.1. to keep the grass trimmed,
  - 7.2. to keep the area free of debris,
  - 7.3. to keep the Amenities clean and free of graffiti, and
  - 7.4. to inspect amenities for damage during regular maintenance and make arrangements for timely repair. COA shall provide normal maintenance to the amenities once a month or as often as reasonably required, limited to a maximum of 1 visit per week. If an Amenity requires more than 2 visits per week, COA has the right to remove the Amenity or the TOWN and COA may reach a mutually agreeable alternative solution.
8. COA agrees to continuously maintain all Amenities and keep them free from damage and to protect the property of THE TOWN from injury or loss.

9. The TOWN, during its regular removal of snow shall NOT, to the extent possible in the circumstances, leave or place accumulated snow between the COA street furniture and the street. Nor shall THE TOWN, to the extent possible in the circumstances, leave or place the accumulated snow on the approaching side of the COA street furniture. COA will be responsible for removal of naturally falling snow from its street furniture during its scheduled visits. COA is NOT responsible for the removal of snow placed on or around the Amenity by THE TOWN and/or private plows. In addition THE TOWN agrees that it is responsible for the sanding and salting of the sidewalks and the area around the COA street furniture including the pad.
10. The TOWN agrees to enforce applicable bylaws (ordinances) with regards to private plows pushing snow onto the COA pad and/or with regards to the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.
11. THE TOWN undertakes to empty, remove and dispose of waste and recyclable material from the waste receptacles.
  - 11.1. The TOWN will be responsible for the tipping fees at the disposal site(s).
12. The TOWN shall arrange for collection and removal of recyclables and waste from all units at the The TOWN's cost by THE TOWN's Department of Public Works or an authorized vendor. COA shall provide the The TOWN with information about the units and shall distribute keys which would allow access to the units for collection and removal. The TOWN is responsible for locking all units after each collection and to immediately report to COA any problems with or damage to the units. The TOWN shall maintain a level of reasonable care in collection and removing recyclables and waste from the unit and shall assist COA as reasonably appropriate in protecting and safeguarding same.
13. It is acknowledged by the parties that, in the selection of each location, consideration will be given to the convenience of the public. It is further acknowledged that the placement of the Amenities shall be in such a manner so as not to obscure signs, transit stops or interfere with the visibility or effectiveness of advertising on transit shelters. The placement of all Amenities must be approved by the TRANSIT COORDINATOR although COA, acting reasonably, has the right to refuse to install at any location. The TOWN will permit installations at up to a 30 degree angle provided the placement does not impede sidewalk traffic or otherwise create a danger to citizens.
14. COA shall comply with all requirements of THE TOWN with respect to parking and street occupancy during all installations and maintenance of Amenities.
15. COA will not service the Amenities during special events due to road closures and other reasons that may reasonably affect access to the Amenities as a result of said special events, THE TOWN and / or the event organizers must supplement our service with THE TOWN's own roadside activities.
16. Maintenance information going back as far as 12 months from the requested date will be available to the TOWN via COA's municipal website portal. Login credentials to the municipal portal website shall be provided

to the TOWN by COA.

### ***EMERGENCY REPAIR - MAINTENANCE***

17. THE TOWN may provide written notice to COA when any Amenity requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense.
18. THE TOWN may provide written notice to COA when any Amenity requires emergency maintenance or repair if its condition is such that, in the TRANSIT COORDINATOR's sole opinion, the condition renders a serious danger to the public. In such an event, COA shall as soon as possible and not later than 24 hours after the giving of such notice, repair and make safe the Amenity at COA's sole expense and to the satisfaction of the TRANSIT COORDINATOR.

### ***REMOVAL AND RELOCATION***

19. COA acknowledges and agrees that THE TOWN shall have the right to order the removal or relocation of any Amenity installed within the jurisdiction of THE TOWN . COA agrees to remove or relocate any such Amenity within 48 hours of THE TOWN giving notice to COA. COA shall restore the site from which the Amenity was removed to the condition the site was in immediately prior to the installation of the Amenity and to the satisfaction of the TRANSIT COORDINATOR. Such removal, relocation and restoration shall be at no expense to THE TOWN and all such costs associated therewith shall be borne and paid by COA. Where COA fails to remove or relocate such Amenity within 48 hours or where COA fails to restore the site as required, THE TOWN may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying THE TOWN all costs incurred by THE TOWN for such work.
20. COA shall have the right to move and relocate the Amenity and relocate it to a location mutually agreed upon by both parties, if it is subjected to vandalism or otherwise incurs excessive damage. If either THE TOWN or COA determines that any location presents a safety hazard, the parties shall promptly agree upon a new location for that amenity and COA shall relocate the amenity within two (2) business days.
  - 20.1. If COA determines the original location lacks sufficient advertising interest, COA reserves the right to remove the amenity. THE TOWN has the option to purchase the amenity from COA to keep the existing amenity in place. Should the amenity be sponsored at a later date, COA will share an annual revenue payment with the TOWN.

### ***TRANSIT SHELTER PROXIMITY***

21. COA may provide Amenities at sites where advertising transit shelters exist providing that the terms are adhered to by COA and that the TRANSIT COORDINATOR has approved such sites under the same approval criteria as all other sites.

### ***OTHER ADVERTISING PRODUCTS***

22. The TRANSIT COORDINATOR will not allow the placement of any other advertising products within the jurisdiction of THE TOWN in locations generally understood to be a transit stop, which interferes with the visibility or effectiveness of COA products.

22.1. The TRANSIT COORDINATOR will not allow the placement of any other advertising products or amenities that serve a similar purpose to those provided under this agreement (as defined "Amenities"). These include, but are not limited to recycling containers or newspaper receptacles with third party advertising within the jurisdiction of THE TOWN (in locations generally understood to be transit stops).

### ***REVENUE, ACCOUNTING & AUDIT***

23. COA shall pay to THE TOWN :

For the duration of this agreement,

23.1. 5% of net advertising revenues for each installed advertising amenity.

24. COA shall pay installments (1/12) to THE TOWN for each installed Advertising Amenity at the rate set out in Clause 23.1 each and every month commencing on the first month of this Agreement. This payment will be due within 90 days following the completion of the month the payment relates to.

25. By April 30 of each year, COA shall, if so requested by THE TOWN , provide THE TOWN with financial statements satisfactory to the TRANSIT COORDINATOR showing the revenues received or receivable for all Advertising Amenities for the previous calendar year.

26. THE TOWN or anyone designated by THE TOWN in writing shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the Advertising revenues associated with amenities installed under this agreement and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by THE TOWN .

### ***EXCLUSIVITY***

27. COA shall have the exclusive right to supply advertising on the Advertising Amenities described under this Agreement during the Term provided the Agreement is in good standing.

### ***REGULATION OF ADVERTISING COPY/STANDARDS***

28. COA covenants and agrees that all sponsorship panels must be aesthetically pleasing and fit into the environments in which they are placed. Sponsorship panel copy and design must not contain any material, language, representation or image which discriminates on any prohibited grounds of discrimination as set out in the Human Rights Code, and all advertising copy and design must comply with Advertising Standards Codes and Guidelines including but not limited to the Canadian Code of Advertising Standards and with all other applicable laws. Advertisements shall not:

- 28.1. contain inaccurate or deceptive claims or statements;
  - 28.2. present products prohibited from Sale to minors in such a way as to appeal particularly to persons under legal age;
  - 28.3. present demeaning or derogatory portrayals of individuals or groups;
  - 28.4. take a stand on controversial societal issues;
  - 28.5. exploit violence or sexuality;
  - 28.6. promote tobacco or cannabis products;
  - 28.7. interfere with the operation of equipment or the provision of programs and services; and
  - 28.8. violate or conflict with any existing TOWN policies or any new policies which may be adopted.
29. COA shall remove any advertising that is deemed by the TRANSIT COORDINATOR in his or her sole discretion not to comply with the provisions herein or is otherwise objectionable within 24 hours of THE TOWN giving COA notice, failing which THE TOWN may remove such a panel at the sole expense of COA.

***PROVISION OF PROMOTION AMENITIES & TERMS***

30. COA agrees to make accessible to THE TOWN (upon 30 days written notice), 10% of the unsold, available amenities of THE TOWN under this Agreement during any month for use by THE TOWN (or their agencies) free of charge for public service messages or advertising for municipal purposes. THE TOWN will be responsible for the cost of designing, producing and supplying such public service messages or municipal advertising to COA. COA will be responsible for installation and removal of the advertising at COA's sole expense. COA will install THE TOWN messaging on the 15<sup>th</sup> of the month following the date of receipt of a final copy of THE TOWN messaging. COA will install all TOWN promotional messaging as a part of its regular posting procedures. Signs will be installed and removed ONLY on the 15th of each month following the date of receipt of a finished copy of TOWN messaging.

***OWNERSHIP***

31. COA shall provide Amenities (where space requirements permit), and retain the full ownership. COA shall be solely responsible for the maintenance and repair of the Amenities provided.
32. It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

***TERMINATION FOR JUST-CAUSE/REMEDY***

33. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the TRANSIT COORDINATOR may, after having given written notice to COA of such default

and which default was not corrected to the satisfaction of the TRANSIT COORDINATOR within 30 days of the notice being given, terminate this Agreement by giving 90 days notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice and on termination. Upon such notice having been so delivered or sent, COA shall forthwith at COA's entire expense remove all Amenities. The sites from which the Amenities were removed shall be restored at COA's expense to the condition they were in immediately prior to the installation of the Amenities and to the satisfaction of the TRANSIT COORDINATOR.

34. Where COA fails to remove any Amenity or to restore any site as required by this Agreement at the termination of this Agreement or as otherwise required under this Agreement, THE TOWN may arrange for the removal of all or any of the Amenities and the related site restoration and COA shall be solely responsible for paying to THE TOWN all reasonable costs incurred by THE TOWN for such work.
35. COA may terminate this Agreement for convenience at any time and for any reason. COA shall give THE TOWN minimum 60 days' notice in advance of the date of termination for convenience. The Agreement shall terminate and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement. The terms of this Agreement shall remain in effect until the date of termination.

***NOTICE***

36. The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by fax to:

To: TOWN of TECUMSEH  
Name / Title: Chad Jeffery, Manager Planning Services & Local Economic Development  
Address: 917 Lesperance Road  
TECUMSEH, ONTARIO N8N 1W9  
Fax # 519-735-6712

COA: Creative Outdoor Advertising  
Municipal Relations  
2402 Stouffville Road  
Gormley, Ontario, L0H 1G0  
Email: Municipal@CreativeOutdoor.com

37. Service by mail shall be deemed effective the 3rd day after mailing and service by fax shall be deemed upon sending by fax. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

***ACTS OF GOD***

38. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond control of the party affected, including but



not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

### ***INSOLVENCY***

39. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, THE TOWN without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in Clause 33 of this Agreement shall be waived.

### ***ASSIGNMENT***

40. COA may not assign their rights or obligations under this Agreement, or portions thereof without the written approval of THE TOWN not to be unreasonably withheld.

### ***INDEMNITY***

41. Notwithstanding anything else contained in this agreement and except as provided expressly below in this paragraph, COA will not be liable or obligated to THE TOWN or any other person or entity with respect to any matter or thing relating, directly or indirectly, to this agreement under any contract, negligence, strict liability or other legal or equitable theory for any indirect, incidental, special or consequential damages including, without limitation, any capital expenditures, reliance costs, lost profits, lost revenues or lost business opportunities even if the parties hereto had been advised of the possibility of such damages. Subject to the foregoing exclusions, COA's aggregate liability in connection with or arising, directly or indirectly, out of or from this agreement and its performance or non-performance shall not exceed, under any circumstances whatsoever, in aggregate the greater of (a) the aggregate amount paid by COA to THE TOWN pursuant to this agreement as of the date of any claim made against COA by THE TOWN hereunder and (b) the stated face amount of any letter of credit, performance bond or similar instrument provided to THE TOWN by COA (or provided to THE TOWN by any financial institution or insurance or bonding company on behalf of COA) as security for the performance by COA to THE TOWN of its obligations under this agreement.

42. COA shall be responsible for any and all damages, or claims for damages for injuries or accidents done or caused by it or its employees or contractors, or resulting from the prosecution of the work, or any of its operations, or caused by reason of the existence or location or condition of the work, or of any materials, paint or machinery used hereon or herein or which may happen by reason hereof, or arising from any failure, neglect or omission on their part, or on the part of any of their employees or contractors, to do or perform any or all of the several acts or things required to be done by it or them under and by this Agreement. COA covenants and agrees to hold THE TOWN harmless and indemnified for all such damages and claims for damage; and in case COA's failure, neglect or omission to observe and perform faithfully and strictly, all the provisions of this Agreement, THE TOWN may, 30 days after having given notice in writing of such failure,

neglect or omission, take such steps, procure such material, items, trucks and workers and so such work or things as they may deem advisable toward carrying out and enforcing the same and may, to the extent of the costs thereof, charge these costs back to be paid by COA and may recover such costs in any court of competent jurisdiction as a debt due and owing by COA to THE TOWN .

43. COA covenants and agrees to, from time to time and at all times hereafter, well and truly save, defend and keep harmless and fully indemnify THE TOWN and their officers, servants or agents, from and against all actions, suits, claims, liens, and demands which may be brought against or made upon THE TOWN , their officers, servants, or agents and of, from and against all loss, costs, charges, damages and expenses which may be paid, sustained or incurred by THE TOWN , their officers, servants by reason of, or on account of or in consequence of the execution and performance of the contract work, or the non-execution or imperfect execution of the contract work or the supply or non-supply of the work or otherwise by reason of or arising out of the right to occupy portions of the untraveled public highways hereby granted and COA will pay to THE TOWN or any of their officers, servants or agents, on demand, as the case may be, which may be paid, sustained or insured by the suits, claims, liens, executions or demands and all monies paid or payable by THE TOWN or such officers, servants, or agents in settlement or in discharge thereof or on account, thereof and that in default of such payment all loss, costs, changes, damages and expenses and all monies so paid or payable by THE TOWN or such officers, servants, or agents may or may be recovered from COA in any Court of competent jurisdiction as monies paid at COA's request and COA hereby authorize and empower THE TOWN or thereafter their solicitors for the time being to settle or compromise as THE TOWN or their solicitors may deem expedient, any actions, suits, claims, liens, executions or demands which may be brought against or made upon THE TOWN , their officers, servants, or agents by reason of, or on account of or in performance of the Agreement and the performance of the Agreement or the non-execution or imperfect execution of the contract work and the supply or non-supply of the contract work or otherwise by reason of or arising out of or as a result of this Agreement or the permission to occupy portions of the highways hereby given.
44. In addition to and without limiting any of the other indemnification obligations of COA pursuant to this Agreement, COA covenants to indemnify and save harmless THE TOWN from any and all claims, liabilities, damages, costs, expenses, suits or actions, or other proceedings by whomsoever made, sustained, brought or prosecuted in any manner resulting from any claim relating to the placement or removal of advertisement(s) on any Amenities and to inventions, copyrights, trademarks, patents, industrial designs and rights thereto used in the work done or in the advertising placed on the Amenities, provided that COA shall have no obligation of indemnity hereunder with respect to any advertisement supplied to COA by THE TOWN .

### ***INSURANCE***

45. COA agrees to procure and maintain for the duration of this agreement, liability insurance relative to each Amenity installed in which THE TOWN is named insured equal to or in excess of the following minimum requirements and COA further agrees to file with THE TOWN and, a copy of the certificate of Liability

Insurance evidencing such requirements. The Liability insurance policy shall:

- 45.1. Have a limit of liability of not less than FIVE MILLION DOLLARS (\$5,000,000.00) for any one occurrence and the amount of such liability insurance shall be increased at the request of THE TOWN based on reasonable grounds acceptable to COA;
- 45.2. Be comprehensive Liability Insurance covering all operations and liability assumed under this Agreement;
- 45.3. Not contain any exclusions or limitations in respect of shoring, underpinning, razing or demolition of any building or structure, collapse of any structure or subsidence of any property, structure or land from any cause;
- 45.4. Contain a cross-liability clause;
- 45.5. COA shall be responsible for deductible amounts (which amounts shall be mutually satisfactory to COA and THE TOWN ) under the policies.

#### ***AGREEMENT DEFINITION***

46. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit
47. This Agreement shall be subject to, and interpreted in accordance with the Province of ONTARIO.
48. Clauses 41 to 44 shall survive termination or expiration of this Agreement, and shall continue in full force and effect subsequent to and notwithstanding such termination or expiration until or unless they are satisfied, by their very nature expire, or they are waived in writing by the party for whom they are a benefit.
49. If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.
50. This Agreement constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.
51. The parties agree and expressly confirm that the TOWN has conferred upon COA certain exclusive license rights to use municipal lands in connection, and solely in accordance, with the terms of this Agreement and COA has no leasehold and/or tenancy and/or other interests or rights of any nature or kind whatsoever in any real property of the TOWN in connection with the execution, delivery and/or performance of this Agreement by the parties. Further, should the TOWN or ANY agency on behalf of the TOWN levy any form of occupancy or property tax of any kind on; or associated with; the product supplied under this agreement, the TOWN shall be responsible for the payment of such taxes.
52. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on TOWN property.

53. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
54. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.
55. All contracts, whether of employment or otherwise, entered into by CAO with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a Third Party, shall be made by CAO as principal and not as agent of the TOWN and the TOWN shall have no liability thereon.
56. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.
57. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands and seals.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

THE CORPORATION OF THE TOWN OF TECUMSEH

\_\_\_\_\_

\_\_\_\_\_

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

THE BENCH PRESS LTD

o/a CREATIVE OUTDOOR ADVERTISING

\_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

I have the authority to bind the corporation