



**Event Sponsorship  
Multi-Year Agreement  
For Presenting Sponsorships**

**The Corporation of the Town of Tecumseh**  
917 Lesperance Road, Tecumseh, ON N8N 1W9  
(519) 735-2184

This **Agreement** dated the Choose day of Choose 20Choose,

Between:

**The Corporation of the Town of Tecumseh**

Of the First Part

-and-

**RE/MAX CARE Realty, Team Goran**

Of the Second Part

**Recitals:**

**Whereas** the Corporation of the Town of Tecumseh (hereinafter referred to as the “**Organizer**”) is engaged in the organization and production of certain annual community events with the Town of Tecumseh;

**And Whereas** RE/MAX CARE Realty, Team Goran wishes to donate funds at the “Presenting Sponsor” level (hereinafter referred to as the “**Presenting Sponsor**”) as described in the Organizer’s Special Events Sponsorship Opportunities Booklet in sponsorship of the Tecumseh Twilight, End of Summer Celebration, and Christmas in Tecumseh events (collectively the “**Events**”) in exchange for certain rights to be granted in connection thereto;

**Now Therefore** the parties hereto agree as follows:

1. **Grant of Rights**

In exchange for the Sponsorship Fee (as described in Section 2 below), the Presenting Sponsor will receive the following rights in connection with the Events (collectively the “**Sponsorship Rights**”):

a. **Event Naming Rights.**

The Presenting Sponsor shall receive event naming rights in the form of “*Your Company Proudly Presents*” or “*Event Name presented by Your Company*” whichever the case may be as determined by the Organizer.



**b. Promotional Rights.**

- (i) The Presenting Sponsor will receive the right to set up and run a Town approved outdoor display or information booth at the Events at which the Presenting Sponsor shall have the right to give away the Presenting Sponsor's products and/or services if desired. The Organizer shall provide the Presenting Sponsor with an appropriate space at the venue for the Events of no less than 10ft by 10ft.
- (ii) The Presenting Sponsor shall have the right to share the Events promotions throughout their corporate channels.
- (iii) The Presenting Sponsor shall have the right to logo placement on all marketing materials of the Organizer.
- (iv) The Presenting Sponsor shall have the right to create a Town Approved organized activity or giveaway which directly interacts with the attendees of the Events, at the expense of the Presenting Sponsor.

**c. Media Rights.**

- (i) The Presenting Sponsor shall be named in all press releases for the Events.
- (ii) The Presenting Sponsor shall be named in all social media posts for lead-up campaigns and promotions for the Events, including but not limited to, an expression of gratitude for the sponsorship.
- (iii) The Presenting Sponsor shall be named in all eCommunications, including eNews, eBlast, and the Organizer's event calendar.
- (iv) The Presenting Sponsor shall be permitted, subject to the conditions of this Agreement, to use footage of the Events for the Presenting Sponsor's own promotional purposes.

**2. Sponsorship Fees:**

- a. In the first year of the term of this Agreement, the Presenting Sponsor shall pay to the Organizer upon execution of this Agreement, the following fees:
  - (i) for Tecumseh Twilight, the sum of Two Thousand Five Hundred Dollars (\$2,500.00);
  - (ii) for End of Summer Celebration, the sum of Two Thousand Five Hundred Dollars (\$2,500.00); and



- (iii) for Christmas in Tecumseh, the sum of Five Thousand Dollars (\$5,000.00);

for a total payment of Ten Thousand Dollars (\$10,000.00) (the “**Sponsorship Fee**”).

- b. In years two and three of the term of this Agreement, the Sponsorship Fee shall increase annually to reflect the proportionate cumulative increase in the Consumer Price Index (“**CPI**”) during the previous year and payment of the CPI increased Sponsorship Fee shall be due and payable by the Presenting Sponsor on or before the 1<sup>st</sup> day of May in each year of the Term.

### 3. **Term**

This Agreement is effective as of the date of signing and shall continue in force, unless otherwise terminated in accordance with the provisions for termination set out in this Agreement, until the 31st day of December 2026.

### 4. **Termination**

This Agreement may be terminated:

- a. by either party upon the delivery of sixty (60) days’ written notice to the other party, with or without cause;
- b. by either party for a material breach of any provision of this Agreement by the other party, if the other party’s material breach is not cured within fourteen (14) days of receipt of written notice of the material breach by one party to the other;
- c. by either party at any time and on provision of written notice to the other party if any of the other party’s representations in this Agreement prove to be inaccurate in any material respects;
- d. by either party at any time and without prior notice, if the other party is convicted of any crime or offense, fails or refuses to comply with the written policies or reasonable directives of the other party, or is guilty of serious misconduct in connection with the performance of this Agreement;
- e. by the Organizer for non-payment of Sponsorship Fees as set forth in Section 2 hereof, if the Presenting Sponsor does not make payment within seven (7) days of receipt of written notice of the non-payment by the Organizer to the Presenting Sponsor;
- f. by the Organizer for failure to comply with Section 8 hereof.



## 5. **Exclusivity of Sponsorship**

During the term of this Agreement, the Organizer will not permit any competitor of the Presenting Sponsor within the Presenting Sponsors category or industry to sponsor the same Events or be associated with the same Events in any other manner without the prior written consent of the Presenting Sponsor. For the purposes of this Agreement Competitor shall mean any person, corporation, joint venture, association or group which engages in the same or substantially same profession or business or sells products or services similar or ancillary to the profession. Business, products or services offered by the Presenting Sponsor.

## 6. **Organizer Responsibilities**

The Organizer shall:

- a. organize, produce, and supervise the Events in a workmanlike manner, in accordance with applicable laws, and with professional diligence and skill, using fully trained, skilled, competent, and experienced personnel;
- b. make all arrangements for the use of the venue, including coordinating parking, supplying equipment (save and except any display or booth of the Presenting Sponsor), and contracting with vendors and other service providers;
- c. provide adequate professional security for the Events, if required, and take reasonable steps to ensure the safety of all workers, volunteers, and persons attending the Events;
- d. include recognition of the Presenting Sponsor during any speaking notes or presentations at the Events;
- e. use best efforts to obtain appropriate media coverage of the Events; and
- f. use best efforts to promote the Events and maximize attendance.

## 7. **Trademarks**

### a. **Presenting Sponsor Trademarks**

- (i) **License.** The Presenting Sponsor hereby grants the Organizer a nonexclusive limited license to use, display, and reproduce its logos, trademarks, service marks, and trade names (each a “**Presenting Sponsor Trademark**”) only in connection with the promotion and advertisement of the Events and any listing of the sponsors of the Events during the Term.



- (ii) **Ownership.** All Presenting Sponsor Trademarks provided, leased, or licensed to the Organizer in connection with the Events are the Presenting Sponsor's sole property, and the Organizer has no ownership or other intellectual property rights in those terms.
- (iii) **No Infringement.** All of the Presenting Sponsor Trademarks are owned by the Presenting Sponsor, or the Presenting Sponsor has permission from the rightful owner to use each of these elements.
- (iv) **Delivery.** The Presenting Sponsor shall deliver the Presenting Sponsor Trademarks to the Organizer within ten (10) days of the execution of this Agreement.

**b. Organizer Trademarks**

- (i) **License.** The Organizer hereby grants the Presenting Sponsor a nonexclusive limited license to use, display, and reproduce the logos, trademarks, service marks, and trade names associated with the Events (each an "**Event Trademark**") only in connection with the promotion and advertisement of the Presenting Sponsor's products and services during the Term. The Presenting Sponsor shall obtain the written consent of the Organizer before each use, display, and reproduction of the Event Trademark. However, if the Organizer does not approve or reject a proposed use, display, or reproduction within ten (10) days after receipt of written notice, the Organizer will be deemed to reject that use.
- (ii) **Ownership.** All Organizer Trademarks provided, leased, or licensed to the Presenting Sponsor in connection with the Events are the Organizer's sole property, and the Presenting Sponsor has no ownership or other intellectual property rights in those terms.
- (iii) **No Infringement.** All of the Organizer Trademarks are owned by the Organizer, or the Organizer has permission from the rightful owner to use each of these elements.
- (iv) **Delivery.** The Organizer shall deliver the Organizer Trademarks to the Presenting Sponsor within forty-five (45) days of the execution of this Agreement.

**8. Morals**

- a. The parties hereto hereby confirm their understanding that at all times during the Term of this Agreement, the parties shall conduct themselves with due regard to public conventions, morals, all applicable legislation of the Province of Ontario and Government of Canada, and all applicable by-laws and policies of the Organizer. The parties hereto shall at all times



refrain from any behaviour that may be objectionable to the other, including but not limited to the following:

- (i) commit an offense involving moral turpitude under any federal, provincial or local laws or policies;
  - (ii) commit any act or do anything that will tend to degrade the other (including by reference or implication) in society or bring the other into public hatred or public disrepute, contempt, scorn, or ridicule, or that will tend to shock, insult, or offend the community or public morals or decency; or
  - (iii) do, or refrain from doing, anything that would prejudice the other, their employees, officers, directors, affiliates, subsidiaries, or other related party in general or that has a substantial adverse effect on the business or reputation of the other party.
- b. If at any time, in the reasonable and good faith opinion of either party, the other party is determined to have committed any act or done anything (whether intentionally or negligently) which may reasonably be considered:
- (i) to be immoral, deceptive, scandalous or obscene;
  - (ii) to injure, tarnish, damage or otherwise negatively affect the reputation and goodwill associated with the other, inclusive of employees, officers, directors, affiliates, and subsidiaries; or
  - (iii) to otherwise violate this clause;

then upon written notice to the other party, this Agreement shall be deemed to be either terminated or suspended in addition to any other rights and remedies that the party may have hereunder or at law or in equity.

## 9. Indemnification

- a. Of the Presenting Sponsor by the Organizer. The Organizer shall indemnify the Presenting Sponsor against any award, charge, claim, compensatory damages, cost, damages, exemplary damages, diminution in value, expense, fee, fine, interest, judgment, liability, settlement payment, penalty or other loss (each a “**Loss**”) or any lawyer’s or other professional’s fees and disbursement, court filing fee, court cost, arbitration fee, arbitration cost, witness fee, and each other fee and cost of investigating or defending or asserting a claim for indemnification (a “**Litigation Expense**”) arising out of:



- (i) any inaccuracy of any representation made by the Organizer under this Agreement;
- (ii) the Organizer's breach of any of its obligations under this Agreement;
- (iii) the Events, including Losses for bodily injury, death, or property loss, but only in proportion to and to the extent those Losses arise out of the negligent or intentional act or omissions of the Organizer or the Organizer's officers, employees, and contractors.

The Organizer shall maintain liability insurance sufficient to satisfy these obligations to the Presenting Sponsor.

b. Of the Organizer by the Presenting Sponsor. The Presenting Sponsor shall indemnify the Organizer against any Losses or Litigation Expense arising out of:

- (i) any inaccuracy of any representation made by the Presenting Sponsor under this Agreement;
- (ii) the Presenting Sponsor's breach of any of its obligations under this Agreement;

The Presenting Sponsor shall maintain liability insurance sufficient to satisfy these obligations to the Organizer.

## 10. Insurance

The insurance policies in the minimum amounts specified in this section shall be maintained during the Term and for a period of twelve (12) months after.

- a. The Presenting Sponsor shall maintain, at its own expense, commercial general liability insurance for a combined single limit for bodily injury and property damage amount and per occurrence amounts as set forth in Schedule A hereto. This insurance shall contain an endorsement naming the other party as an additional named insured for the Events.
- b. The Organizer shall obtain workers' compensation insurance for employees of the Events and the Organizer with a limit for each accident as set forth in Schedule A.
- c. The Organizer shall obtain event cancellation insurance with limits as set forth in Schedule A.





Each party shall provide certificates evidencing these insurance policies to the other party at least ten (10) days prior to the first of the Events, with confirmation of renewals within thirty (30) days of the expiration thereof.

**11. Right to Postpone or Cancel Event(s)**

The Organizer shall, at its sole discretion, have the right to postpone or cancel any one of the Events should there be a legitimate threat or implied threat of injury or harm to the Organizer, the Organizer's property, or the public. In the event the Organizer cancels one or more Event, the Organizer shall refund to the Presenting Sponsor Seventy-Five percent (75%) of the Sponsorship Fee already paid by the Presenting Sponsor relating to the cancelled Event or Events.

**12. Force Majeure**

a. **General.** A party will not be considered in breach of or in default because of and will not be liable to the other party for, any delay or failure to perform its obligations under this Agreement by reason of fire, earthquake, flood explosion, strike, riot, war, terrorism, or similar event beyond that party's reasonable control (each a "**Force Majeure Event**"). However, if a Force Majeure Event occurs, the affected party shall, as soon as practicable:

- (i) notify the other party of the Force Majeure Event and its impact on performance under this Agreement; and
- (ii) use reasonable efforts to resolve any issues resulting from the Force Majeure Event and perform its obligations under this Agreement.

b. **Event Cancellation.** If any one of the Events is cancelled because of a Force Majeure Event, the Organizer shall promptly refund to the Presenting Sponsor any fees received by the Organizer as payment for the cancelled event only. However, if only a part of any one of the Events is cancelled, the Presenting Sponsor shall not be entitled to a refund.

**13. Governing Law/Lawyer Fees**

a. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws applicable in the Province of Ontario. In the event of a dispute, the courts of the Province of Ontario shall have exclusive jurisdiction.

b. **Lawyer Fees.** If either party employs a lawyer to enforce any rights arising out of or relating to this Agreement, the losing party shall reimburse the prevailing party for its reasonable legal fees.



14. **Amendments**

No amendment to this Agreement will be effective unless it is in writing and signed by the parties hereto.

15. **Assignment and Delegation**

- a. **No Assignment.** Neither party may assign any or its rights under this Agreement, except with the prior written consent of the other party. All voluntary assignments of rights are limited by this subsection.
- b. **No Delegation.** Neither party may delegate any performance under this Agreement, except with the prior written consent of the other party.
- c. **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

16. **Counterparts/Electronic Signatures**

- a. **Counterparts.** The parties hereto may execute this Agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.
- b. **Electronic Signatures.** This Agreement, agreements ancillary to this Agreement, and related documents entered into in connection with this Agreement, are signed when a party's signature is delivered by facsimile, email, or another electronic format. These signatures must be treated in all respects as having the same force and effect as an original signature.

17. **Severability**

if any one or more of the provisions contained in this Agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this Agreement, but this Agreement shall be construed as if those invalid, illegal or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this Agreement to be unreasonable.

18. **Notices**

- a. **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this Agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for the purpose of this Agreement: personal delivery, registered mail, or email.



- b. **Addresses.** A party shall address notices under this section to a party at the following addresses:

To Organizer: The Corporation of the Town of Tecumseh  
Attention: Katarina Thoms, Supervisor  
Recreation Programs and Events  
917 Lesperance Road  
Tecumseh, ON N8N 1W9  
[kthoms@tecumseh.ca](mailto:kthoms@tecumseh.ca)

To Presenting Sponsor: RE/MAX CARE Realty, Team Goran  
Attention: Goran Todorovic, Broker of Record  
1610 Sylvestre Drive  
Tecumseh, Ontario N8N 2L9  
[info@teamgoran.com](mailto:info@teamgoran.com)

- c. **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

19. **Waiver.**

No waiver of a breach, failure of any condition, or any right of remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

20. **Entire Agreement.**

This Agreement constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties agreement about the subject matter of this Agreement. all prior or contemporaneous communications, negotiations, and agreements between the parties relating to the subject matter of this Agreement are expressly merged into and superseded by this Agreement. the provisions of this Agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this Agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this Agreement. Except as set forth in this Agreement, there are no conditions precedent to this Agreement's effectiveness.

21. **Headings**

The descriptive headings of the sections and subsections of this Agreement are for convenience only, and do not affect this Agreement's construction or interpretation.



22. **Effectiveness**

This Agreement shall become effective as of the date first written above upon the execution and delivery hereof by the parties hereto.

23. **Necessary Acts; Further Assurances**

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this Agreement contemplates or to evidence or carry out the intent and purposes of this Agreement.

[Balance of page intentionally blank. Signature Block to Follow]



In Witness Whereof the parties hereto have set their hand and seal as of the date first above written.

**The Corporation of the Town of Tecumseh**

Per: \_\_\_\_\_  
Beth Gignac, Director, Community  
and Recreation Services

I have authority to bind.

**RE/MAX CARE Realty, Team Goran**

Per: \_\_\_\_\_  
Goran Todorovic, Broker of Record  
/Owner

I have authority to bind.



**Schedule A**  
**Insurance**

Responsible Party	Type of Policy	Description	Limits
			\$
			\$
			\$
			\$
			\$

