

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the "**Agreement**") is made the __ day of _____, 20__.

BETWEEN:

PUNCTUATE! THEATRE SOCIETY
(the "**Society**")

AND:

[NAME OF SPONSOR]
(the "**Sponsor**")

WHEREAS:

- A. the Society is a non-profit incorporated society and registered charity which organizes and operates the Event and has the right and authority to provide sponsorship, advertising and promotional benefits to third parties in connection with the Event;
- B. the Sponsor desires to become a sponsor of the Event for the Term; and
- C. the Parties wish to set out the terms and conditions under which the Society will provide sponsorship, advertising and promotional benefits to the Sponsor,

NOW THEREFORE, in consideration of the covenants and agreements contained in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Definitions

1.1 In this Agreement (including the recitals) the following terms shall have the following meanings:

- (a) "**Cancellation Date**" has the meaning given to such term in Section 5.1;
- (b) "**Event**" means the **MINOSIS GATHERS HOPE SCHOOL MATINEE** to be held on **[DATE]** in the City of **TORONTO** and the ancillary events and celebrations in connection therewith;
- (c) "**Event Marks**" means the trademarks (whether registered or unregistered), logos, slogans and designs of the Society set out in Schedule "C", as changed, modified or replaced by the Society from time to time;
- (d) "**Parties**" means, collectively, the Society and the Sponsor and "**Party**" means either one of them, as the case may be;
- (e) "**Sponsor Contributions**" means the amounts and/or in-kind items set out in Schedule "B";
- (f) "**Sponsor Marks**" means the trademarks (whether registered or unregistered), logos, slogans and designs of the Sponsor set out in Schedule "D", as the same may be changed,

modified or replaced by the Sponsor from time to time; and

(g) "Term" has the meaning given to such term in Section 6.1.

2. Grant of Sponsorship and Rights

- 2.1 The Society hereby grants sponsor status in respect of the Event to the Sponsor and all of the privileges and benefits described in Schedule "A" for the Term, subject to the terms and conditions of this Agreement.
- 2.2 The Society hereby grants the Sponsor a non-exclusive, non-assignable, non-transferable, non-sublicensable and royalty-free license to use the Event Marks in connection with the promotion, advertising and marketing of the Sponsor to indicate a sponsorship relationship or association with the Event during the Term. The Sponsor hereby grants the Society a non-exclusive, non-assignable, non-transferable, non-sublicensable and royalty-free license to the use the Sponsor Marks in connection with the promotion, advertising and marketing of the Event during the Term.
- 2.3 Promptly after the execution and delivery of this Agreement: (a) the Society shall deliver to the Sponsor electronic copies of the Event Marks; and (b) the Sponsor shall deliver to the Society electronic copies of the Sponsor Marks.
- 2.4 In the event that the Society is unable to provide any specific privilege or benefit as set out in Schedule "A", then the Society will use commercially reasonable efforts to replace the privilege or benefit with such other privilege or benefit of comparable value as the Society and the Sponsor, acting reasonably and in good faith, shall deem appropriate. If the Sponsor, acting reasonably and in good faith, is not satisfied with the replacement privilege or benefit proposed by the Society, the Parties shall in good faith negotiate an equitable adjustment to the amount of the Sponsor Contributions.

3. Non-Exclusive Rights

- 3.1 Notwithstanding any other provision contained in this Agreement, the Sponsor hereby acknowledges and agrees that: (a) the rights and benefits granted to the Sponsor by the Society pursuant to this Agreement are provided on a non-exclusive basis; (b) the Event will be conducted in part on public property or shared facilities over which the Society has no control and which may be utilized by or contain advertisements by direct competitors of the Sponsor; and (c) Event participants may wear advertisements on their clothing over which the Society has no control. The Society shall have no obligations or liability to the Sponsor in relation to any signage, advertising or other marketing materials in any area, or worn by any person, over which the Society does not have exclusive control.

4. Sponsor Contributions

- 4.1 In consideration of the rights, privileges, entitlements and benefits granted to the Sponsor pursuant to this Agreement, the Sponsor will pay, transfer and confer to the Society the Sponsorship Contributions set forth in Schedule "B", and any transfer or sales taxes or similar taxes or charges payable in connection therewith.

5. Cancellation of the Event

- 5.1 In the event that the Event is cancelled for any reason, the Parties shall not be obliged to further perform their respective obligations under this Agreement and the rights and obligations

contemplated under this Agreement shall terminate with effect from the date on which the Society officially announces that the Event will not be held during the Term (the "**Cancellation Date**"). Upon the termination of this Agreement due to the cancellation of the Event, the Sponsor's sole remedy and recourse shall be to a refund of any cash payment paid and/or in-kind items or benefits provided by the Sponsor up to the Cancellation Date. Notwithstanding the foregoing, the Society shall have no obligation to return to the Sponsor, or provide any reimbursement to the Sponsor in respect of, any in-kind items or benefits provided by the Sponsor prior to Cancellation Date which have been transferred or allocated by the Society to, or used by, a third party prior to the Cancellation Date.

6. Term and Termination

- 6.1 The term of this Agreement shall commence on the date of execution of this Agreement and will remain in force until **JANUARY 27, 2018** unless terminated earlier in accordance with its terms (the "**Term**").
- 6.2 A Party may terminate this Agreement immediately upon written notice to the other Party in the event that the other Party: (a) is in material breach of any provisions of this Agreement, which shall include a breach by a Party of any its representations, warranties and covenants in Section 7 or any provisions of Section 8 or 10; (b) engages in conduct which reflects unfavourably upon the goodwill, reputation or image of the other Party or the Event; or (c) ceases to carry on business as a going concern, is unable to pay its debts as they fall due, makes a voluntary assignment or is petitioned into bankruptcy, or a receiver or receiver/manager is appointed with respect to any or all of the assets or undertakings of such Party.

7. Representations, Warranties and Covenants

- 7.1 Each Party represents, warrants and covenants to the other Party that: (a) it is duly incorporated, organization or formed and validly existing; (b) the execution, delivery and performance of this Agreement have been or will be duly authorized by such Party and once executed this Agreement will constitute a legal, valid and binding obligation of such Party enforceable in accordance with its terms, subject to bankruptcy, insolvency and similar laws affecting the rights of creditors generally and the application of equitable principles; and (c) the execution, delivery and performance by such Party of this Agreement do not and will not result in a breach or violation of any law, regulation, order or ruling applicable to such Party, and do not and will not constitute a breach of or default under any agreement, contract, undertaking or covenant to which it is a party or by which it is bound.
- 7.2 The Society represents, warrants and covenants to the Sponsor that the Society is, and shall take commercially reasonable efforts to continue to be, the exclusive legal owner of the Event Marks and, to the best of its knowledge, no third party has any rights in the Event Marks that prohibit the license to use such Event Marks being granted to the Sponsor pursuant to this Agreement.
- 7.3 The Sponsor represents, warrants and covenants to the Society that the Sponsor is, and shall take commercially reasonable efforts to continue to be, the exclusive legal owner of the Sponsor Marks and, to the best of its knowledge, no third party has any rights in the Sponsor Marks that prohibit the license to use such Sponsor Marks being granted to the Society pursuant to this Agreement.

8. Protection of Event Marks and Sponsor Marks

- 8.1 The Event Marks are and shall remain the exclusive property of the Society, and all use of the Event Marks by the Sponsor shall be in strict compliance with this Agreement and any written guidelines

delivered by the Society to the Sponsor. The Sponsor Marks are and shall remain the exclusive property of the Sponsor, and all use of the Sponsor Marks by the Society shall be in strict compliance with this Agreement and any written guidelines delivered by the Sponsor to the Society. Upon termination of this Agreement for any reason, the Society shall immediately cease using the Sponsor Marks and the Sponsor shall immediately cease using the Event Marks.

9. Indemnification and Limitation of Liability

- 9.1 The Society shall indemnify and hold harmless the Sponsor and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses resulting from or in connection with: (a) any breach of any representations, warranties, covenants or agreements of the Society in this Agreement; (b) any advertising by the Society that includes the Sponsor Marks which is false, misleading or deceptive; or (c) any claim that the license or use of the Event Marks by the Sponsor in accordance with this Agreement infringes the intellectual property rights of a third party.
- 9.2 The Sponsor shall indemnify and hold harmless the Society and its affiliates and their respective directors, officers, employees and agents from and against any and all claims, damages, proceedings, costs and expenses resulting from or in connection with: (a) any breach of any representations, warranties, covenants or agreements of the Sponsor in this Agreement; (b) any advertising by the Sponsor that includes the Event Marks which is false, misleading or deceptive; or (c) any claim that the license or use of the Sponsor Marks by the Society in accordance with this Agreement infringes the intellectual property rights of a third party.
- 9.3 Notwithstanding any other provision of this Agreement: (a) no Party shall have any liability for, and each Party hereby waives and disclaims, any and all claims and causes of action, or warranty for any indirect, incidental, punitive, special, consequential or exemplary damages arising out of or in connection with this Agreement; and (b) the Society's aggregate liability under or in connection with this Agreement shall in no event exceed the fair market value of the Sponsor Contributions.

10. Confidentiality

- 10.1 The Parties agree that the terms of this Agreement are confidential and shall not be disclosed directly or indirectly to any third party without the other Party's written consent or as required by law. Each Party shall maintain in confidence and shall not use or disclose any confidential business, operational or marketing information received from the other Party in connection with this Agreement without the other Party's written consent or as required by law, and shall promptly return or, at the option of the other Party, destroy all such information of the other Party upon the termination of this Agreement.

11. Force Majeure

- 11.1 Neither Party shall be responsible for any failure to comply with any of the terms of this Agreement where such failure is directly or indirectly caused by or results from events of force majeure beyond the reasonable control of the Party. These events shall include, but not be limited to, fire, flood, earthquake, accident, civil disturbances, war, rationing, embargoes, strikes or labour problems, delays in transportation, acts of God or acts of government. A Party shall immediately advise the other of any actual or anticipated delay in the performance of its obligations under this Agreement as a result of a force majeure event and shall provide particulars on the cause and expected duration of the delay.

12. Miscellaneous

- 12.1 Nothing in this Agreement shall be deemed to create a partnership, joint venture, or principal-agent relationship between the Parties. This Agreement shall not permit either Party to make statements, representations or commitments of any kind on behalf of the other Party unless specifically set out in this Agreement or otherwise as authorized in writing by that Party in advance.
- 12.2 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and replaces any and all prior agreements, undertakings, representations or negotiations pertaining to the subject matter hereof. The Parties agree that they have not relied upon any verbal statements, representations, warranties or undertakings in order to enter into this Agreement.
- 12.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflicts of law principals.
- 12.4 The provisions of Sections 5, 7, 8, 9, 10 and 12 shall survive termination of this Agreement for any reason.
- 12.5 The invalidity, illegality or unenforceability of any provision of this Agreement will not affect the validity, legality or enforceability of any other provision hereof.
- 12.6 This Agreement will ensure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.
- 12.7 No amendment, modification or waiver of this Agreement will be effective unless specifically made in writing and duly signed by the Party to be bound thereby. Unless otherwise provided therein, such waiver shall not limit or affect the rights of such Party with respect to any other breach.
- 12.8 Each Party shall promptly do, execute and deliver or cause to be done, executed and delivered all further acts, documents and things in connection with this Agreement any other party hereto may reasonably require for the purpose of giving effect to this Agreement.
- 12.9 Time shall be of the essence in this Agreement in all respects.
- 12.10 This Agreement may be executed and delivered in counterparts (by original, facsimile, PDF or other electronic means), each of which when so executed shall be deemed to be an original and such counterparts, taken together, shall constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the Parties have duly executed this Agreement as of the date first written above:

PUNCTUATE! THEATRE SOCIETY

Per: _____

Name:

Title:

Email:

[SPONSOR]

Per: _____

Name:

Title:

Email:

SCHEDULE "A"

SPONSOR PRIVILEGES AND BENEFITS

With respect to each Event during the Term, the Society shall provide the following privileges and benefits to the Sponsor:

Element of the Event	Details of Privileges and Benefits
[DESCRIPTION] [DATE]	<ul style="list-style-type: none">• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]
[DESCRIPTION] [DATE]	<ul style="list-style-type: none">• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]
[DESCRIPTION] [DATE]	<ul style="list-style-type: none">• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]
[DESCRIPTION] [DATE]	<ul style="list-style-type: none">• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]
[DESCRIPTION] [DATE]	<ul style="list-style-type: none">• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]• [DESCRIPTION OF SPONSOR PRIVILEGE OR BENEFIT]

SCHEDULE "B"

SPONSOR CONTRIBUTIONS

With respect to each Event during the Term, the Sponsor shall provide the following Sponsor Contributions to the Society:

1. **[DESCRIPTION OF CONTRIBUTION]**
2. **[DESCRIPTION OF CONTRIBUTION]**
3. **[DESCRIPTION OF CONTRIBUTION]**

SCHEDULE "C"

EVENT MARKS

[INSERT PICTURES OF EVENT MARKS]

SCHEDULE "D"

SPONSOR MARKS

[INSERT PICTURES OF SPONSOR MARKS]