

This Agreement made in triplicate this 2th day of August, 2022.

Between:

Essex 73's Junior Hockey Club

Hereinafter referred to as "Essex 73's"

And

The Corporation of the Town of Essex

Hereinafter referred to as the "Town"

Whereas the Town is the owner of the Essex Twin Pad Arena situated at the Essex Centre Sports Complex, 60 Fairview Avenue West, Essex, Ontario.

And Whereas the Essex 73's are desirous of acting as the Town's agent in the sale of advertising space at the Essex Twin Pad Arena.

And Whereas the Town wishes to enter into an agreement with the Essex 73's to allow the Essex 73's to act as its agent for the sale of advertising space at the Essex Twin Pad Arena.

Therefore, the parties hereto covenant and agree as follows:

Term of Agreement

The Agreement between the Town and the Essex 73's shall commence on September 1, 2022, and continue for a four (4) year period ending on or before August 31, 2026.

At all times during the term of this Agreement the Town shall retain the exclusive right to terminate this Agreement or sell signs itself and retain One Hundred Percent (100%) of the revenues from such advertising, if, in the opinion of the Town, after consulting with the Essex 73's, that Essex 73's does not show due diligence in filling the blank advertising spot(s) or vacated advertising spot(s) within five (5) months of being vacated.

Exclusive Rights

During the term of this Agreement, the Essex 73's shall have exclusive rights to sell rink-advertising space in designated areas, including the two ice surfaces, more specifically the Libro Credit Union Rink, hereinafter referred to as "Rink A" and the James Shaheen Rink, hereinafter referred to as "Rink B", in the areas specifically identified in Schedule "A", together with the two ice making machines (Zamboni machines) in the Essex Twin Pad Arena and owned by the Town of Essex.



Essex 73's may negotiate additional designated areas for advertising space with the Town at any time throughout the term of this Agreement.

During the term of this Agreement, the Town shall have the right to audit the actual sign advertising against the list of advertisers as prepared by the Town based on payments received.

Sale of Advertising

The Essex 73's shall be responsible for the sale and renewal of each space and shall collect fees from advertisers and remit said fees to the Town. All advertising fees shall be paid by cash or by cheque made payable to "The Corporation of the Town of Essex".

Advertising existing at the date of the signing of this Agreement shall form part of this Agreement with respect to renewals.

Advertising Year

The advertising year for purposes of this Agreement shall run for a twelve (12) month period from September 1 of any year to August 31 of the following year. All advertising spaces sold at other times during any twelve (12) month period shall be pro-rated to allow a September 1 renewal date for all spaces.

Advertising Rates

Advertising rates during the term of this Agreement shall be as set out in Appendix "A" to this Agreement. The advertising rates as set out in Appendix "A" to this Agreement may be changed from time to time by the Town but shall not increase more than five percent (5%) in any calendar year without the prior agreement of the Essex 73's. The advertising rates in Appendix "A" do not include applicable taxes which must be added to the rates specified.

Commission on Advertising Sales

The Town agrees to pay the Essex 73's a commission for the sale of advertising on the following basis:

Type of Advertising	Commission (% of advertising fees excluding applicable taxes)
New advertising	Fifty Percent (50%)
Renewal advertising	Forty Percent (50%)

All payments owing to the Essex 73's under the terms of this Agreement shall be paid to the Essex 73's each December for commissions earned in the current advertising year.



Reserved Advertising Space

During the term of this Agreement, the following spaces will be reserved on the older and newer ice making machines for the purposes of the Town of Essex and the Essex 73's:

- a) Town of Essex – Lower half (from the wave to the bottom of the machine) on both ice-making (Olympia) machines
- b) Essex 73's – top of newer ice-making (Olympia) machine and rear natural gas tank cover.

Responsibilities of the Essex 73's Junior Hockey Club

During the term of this Agreement and in its capacity as agent for the Town in conjunction with this Agreement, the Essex 73's shall be responsible for the following:

- i. Selling advertising based on the advertising rates contained in Appendix "A" of this Agreement, as amended from time to time,
- ii. Collecting all monies for advertising sold by the Essex 73's on behalf of the Town.
- iii. Advising advertisers on the procedures and guidelines for the preparation of signs,
- iv. Establishing and enforcing Policies regarding the removal of signs for non-payment during the term of this Agreement, and
- v. A date stamped copy of the Policies shall be kept on file with the Town as a matter of record during the term of this Agreement and shall be reviewed annually by the Essex 73's or as required from time to time.

Responsibilities of the Town

- i. The Town shall be responsible for the installation and maintenance of all signs, and
- ii. Final approvals for all sign/advertisement locations shall be the responsibility of the Director of Community Services of the Town, or their designate.

Notices

All notices or other documents required or which may be given under this Agreement, shall be in writing, duly signed by the party giving such notice, and transmitted by registered, certified mail, or facsimile as follows:

The Corporation of the Town of Essex

33 Talbot Street South

Essex, Ontario N8M 1A8

Telephone: 519-776-7336

Facsimile: 519-776-8811

Essex 73's Junior Hockey Club



Attention: Leo Viselli, President

P. O. Box 5

Essex, Ontario, N8M 2Y1

Telephone: 519-776-6457

Facsimile: 519-776-7400

Any notice or document so given shall be deemed to have been received on the second business day following the date of mailing. If sent by certified or registered mail, notice shall be deemed to have been received on the next business day of transmittal by facsimile.

In Witness Whereof, the Town of Essex has affixed its Corporate Seal to this Agreement, together with representative(s) of Essex 73's Junior Hockey Club, who have the authority to bind it.



In Witness Whereof the said parties hereto have duly executed this Agreement.

Signed, Sealed and Delivered in the presence of:

Leo Viselli

Operating as Essex 73's Junior Hockey Club


Witness as to signature of

July 29 2022
Date


Leo Viselli

July 29 - 2022
Date

Signed, Sealed and Delivered in the presence of:

The Corporation of the Town of Essex


Witness as to signature of

July 18, 2022
Date


Mayor Richard Meloche

Date


Witness as to signature of

July 18, 2022
Date


Clerk, Robert Auger

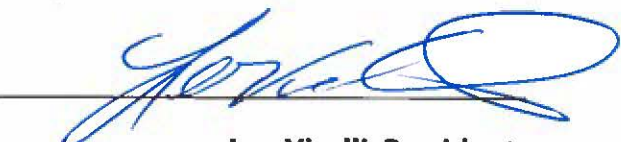
July 18, 2022
Date

We have authority to bind the Corporation

Receipt of Agreement:

I hereby acknowledge receiving a duplicate original copy of the herein lease agreement

this 29 day of July 2022.



**Leo Viselli, President
Essex 73's Junior Hockey Club**

Appendix "A" – Advertising Rates Essex Twin Pad Arena

Location	Size	Annual Advertising Rates (Excluding applicable taxes)	
		Rink "A"	Rink "B"
Rink Boards	4' x 8'	\$600.00	\$350.00
Rink Wall	4' x 8'	\$390.00	\$225.00
Rink Wall	4' x 4'	\$300.00	n/a
Rink Wall	3' x 8'	\$350.00	n/a
Above Vomitory		\$750.00	n/a
Press Box	Full Front	\$2,200.00	n/a
Press Box	2/3 of Front	\$1,500.00	n/a
Press Box	1/3 of Front	\$800.00	n/a
Penalty Box	22" x 4'	\$200.00	n/a
Players or Penalty Boxes	22" x 8'	\$400.00	n/a
Players or Penalty Boxes	10' x 12'	\$750.00	n/a
Players Benches	Entire Front	\$1,000.00	n/a
Announcer Booth	22" x 8'	\$300.00	n/a
On Ice	10' x 12'	\$1,200.00	n/a
Ice Making Machine (Older)			
Front		\$1,000.00	n/a
Top		\$500.00	n/a
Full Side		\$1,200.00	n/a
Side Water Tank		\$300.00	n/a
Auger Cover		\$200.00	n/a
Seat		\$125.00	n/a
Back Propane Tank		\$300.00	n/a
Ice Making Machine (Newer)			
Front		\$1,000.00	n/a
Full Side		\$1,200.00	n/a
Side Water Tank		\$500.00	n/a
Auger Cover		\$300.00	n/a
Side and Back of Seat		\$200.00	n/a
Rate applicable to 73's only			
Ice Making Machine (Newer) Top and Rear Propane Tank Cover		\$1,200.00	n/a

Notes:

- i. Advertising rates provided in this schedule will be subject to applicable taxes which must be added to the total price for purpose of payment,
- i. Advertising rates in this schedule are for the full twelve-month advertising year which commences on September 1 of any year and ends on August 31 of the following year, and
- ii. Discounts on advertising rates for advertisers purchasing more than one advertising space are as follows:

Number of Advertising Spaces Purchased	Discount
Any combination of two (2) advertising spaces	Ten Percent (10%)
Any combination of three (3) or more advertising spaces	Fifteen Percent (15%)

