

URBAN VISITOR SIGN AGREEMENT

This agreement is made between the Watson Lake Chamber of Commerce (“WLCC”) and _____ (“Sign Owner”) on the _____ day of _____, 20____ in consideration of the payment of the annual service charge and the mutual covenants expressed in this Agreement.

Subject to and in accordance with the General terms and Conditions for Urban Visitor Signs (sign), WLCC and the Sign Owner agree that WLCC will arrange for installation and maintenance of _____ sign(s) provided by the Sign Owner on structures controlled by WLCC within the Watson Lake town limits, in accordance with the following terms and conditions:

Term of Agreement

1. The term of this agreement is for one calendar year commencing on the first day of the following the month in which the sign is installed.

Renewals

2. This agreement may be renewed for two additional periods of 1 year each. Receipt and acceptance by WLCC of payment by the Sign Owner of the annual service charge for one or both subsequent years shall be considered as effective renewal of this Agreement. Afterwards, a new application must be made. An application for renewal made prior to the expiration of this Agreement preserves the Sign Owner’s priority over other applicants to continue to have its sign(s) installed in the existing location(s).

Annual Service Charge

3. The annual service charge is **\$400.00** per sign (which may be prorated in the accordance with the General Terms and Conditions) and renewal service charge is **\$200.00** per sign. The service charge is payable in advance and is refundable only in accordance with the General Terms and Conditions. WLCC will mail and invoice to the Sign Owner at least 15 days prior to the expiration of each year. Failure to pay the service charge before the commencement of the next calendar year, whether or not an invoice has been sent or received, entitles WLCC to remove the sign(s) without notice to the Sign Owner.

Installation and Removal

4. WLCC shall have full and exclusive authority (against the Sign Owner) to approve the installation and removal of any and all signs, including determining the category and

location of the structure on which the sign(s) will be installed. The Sign Owner will not maintain, repair, remove or otherwise alter or interfere with any sign while it is installed on a structure.

Maintenance of Installed Signs, Including Minor Repairs or Alterations

5. WLCC shall have full and exclusive authority (the Sign Owner) over the maintenance or minor repair or alteration of an installed sign without removing it, but the Sign Owner is responsible for all of the costs. WLCC may, without a request from the Sign Owner, perform routine maintenance on signs. WLCC will invoice Sign Owners for their proportionate share of the cost.

Removal of Signs for Maintenance, Repair or Replacement

6. Where WLCC determines that a sign should be removed for maintenance, repair or replacement, it shall advise the Sign Owner before or within 15 days after the sign is removed. If the Sign Owner does not respond within 15 days of sending the notice, WLCC is entitled to presume that the Sign Owner has abandoned the sign, and WLCC may arrange for its removal. WLCC may then approve the installation of a sign for another Sign Owner in that location. In the event of any disputes under this section, the Sign Owner agrees to accept a pro-rata refund of the annual service charge for the remainder of the calendar year as full compensation for the removal of the sign.

Changes to Signs by Sign Owner

7. WLCC may, at the request of the Sign Owner, arrange for the removal of a sign for alteration or replacement by the Sign Owner. The Sign Owner is responsible for payment of all the costs associated with the removing of the sign, and re-installing the altered or replacement sign.

Sign Owner Responsibilities

8. This paragraph applies to new, altered and replacement signs, and to the repair and maintenance of signs. The Sign Owner is solely responsible for the following
 - (a) Preparation of the sign(s) strictly in accordance with the standards and specifications provided to the Sign Owner;
 - (b) Requesting WLCC to inspect the sign(s) when they are ready for installation;
 - (c) Delivering the sign(s) prepaid to the location specified by WLCC a minimum of 15 days before the scheduled installation date.

Installation Date

9. After inspecting and approving a sign for installation, WLCC will schedule the sign(s) for installation. WLCC will use its best efforts to install signs by the scheduled installation date. Where a sign is not installed by the scheduled installation date, WLCC will, on application, refund a proportionate amount of the annual service charge. No reduction or refund of the annual service charge will be paid for signs received later than the scheduled installation date. WLCC may delay installation of signs received later than this so as not to affect the installation of signs for other businesses.

Sign Contents

10. WLCC reserves the right not to install any sign that contravenes applicable legislation, that does not receive required government approvals, or that WLCC considers
 - (a) To be in violation of the Canadian Code of Advertising Standards, or to be offensive to the moral standard of the community, or
 - (b) To reflect negatively on the character, integrity or standing of any organization or individual.

Renewal

11. Sign Owners who have made a new application at least 2 (but not more than 6) months before the expiration of the last year of their agreement will be entitled to priority over other applicants to continue to have the sign(s) installed in the existing location(s).

Removed Signs

12. WLCC will store a removed sign for 30 days, and will store them to be picked up by the Sign Owner. The Sign Owner authorizes WLCC to dispose of any sign not claimed within the 30 day period as WLCC sees fit, without compensation to the Sign Owner.

Force Majeure

13. A failure to install the sign or keep the sign installed or in good condition (including destruction of or damage to a sign) which is caused, directly or indirectly, by fire, flood, theft, vandalism, strike, lock-out, or any other cause beyond the control of WLCC (as long as the failure, destruction or damage was in no way caused by the negligence of WLCC) shall not constitute a breach of this Agreement. WLCC's sole responsibility shall be to rebate or credit a pro-rata portion of the annual service charge paid by the Sign Owner for the whole or any part of the Agreement. A refund of a proportionate part of the service charge will be paid if the sign is removed for highway construction or other reasons beyond the control of WLCC. No refund of the annual service charge is payable for any period of time a sign is removed for maintenance or repair of the sign itself or of the structure on which it is installed.

Loss of Location

- 14.** If for any reason, WLCC shall cease to have the right to maintain control of, or the right to continue to display signs on the any of the Structures, WLCC reserves the right to cancel and remove the signs from the Structures without prejudice (payment of penalty or deduction from the annual service charge) to the remainder of this agreement. If space is available, WLCC may at its discretion substitute other structure locations to fulfill the balance of this agreement for any locations that have been taken out of service. If not other structures are available for installation of the sign, WLCC will refund a proportionate part of the annual service charge.

Indemnity

- 15.** The Sign Owner agrees to hold harmless, defend and indemnify WLCC and the Yukon Government against any and all damages, losses, costs and expenses suffered or incurred by WLCC or the Yukon Government as a result of the content or substance or nature of the sign(s) supplied by the Sign Owner including, without limitation, the Sign Owner's sign(s) failing to meet the required production specifications or being alleged or found to be (i) defamatory or libelous; (ii) in breach of any trademark, trade name, copyright or other intellectual property rights; or (iii) in contravention of any statute, regulation or by-law passed by any legally constituted governing body. The Sign Owner agrees to hold harmless, defend and indemnify WLCC and the Yukon Government against any and all actions, claims, demands, liability and damages, which may in any manner be imposed on or incurred by WLCC or the Yukon Government as a consequence of, or arising out of, any act or omission of the Sign Owner or any of its officers, employees, agents, or contractors pursuant to or in connection with this Agreement.

Limitation of Liability

- 16.** The maximum liability of WLCC in the event of an error by WLCC or its officers, employees, agents or Contractors that result in the failure to install or a delay in the installation of the Sign Owner's sign(s), in whole or in part, is limited to the amount of the annual service charge. In no event shall WLCC be liable for any punitive, exemplary, special, indirect or consequential damages suffered or claimed by the Sign Owner.

Termination of WLCC Rights Under the Government Agreement

- 17.** Upon termination of the Government Agreement, all of WLCC rights described in this Agreement shall be considered to have been assigned to the Yukon Government in accordance with the Government Agreement.

Assignment by Sign Owner

18. The Sign Owner will not assign this Agreement or any right or obligation under it without the prior written consent of WLCC. Until WLCC has given this consent, it is entitled to treat the original Sign Owner as the only party to this agreement, and is not required to provide any notice to any other person whatsoever in purported reliance on the Sign Owner's rights under this Agreement.

Termination

19. This agreement may not be terminated by the Sign Owner after the sign is installed.

No Waiver

20. Except as otherwise expressly provided in this Agreement, the failure of a party to exercise any right granted hereunder shall not operate as, or be construed as, a waiver of such right or in any manner impair the ability of the party to enforce it at any subsequent time or times.

Written Modifications

21. There shall be no modification of this Agreement except by written agreement, signed by WLCC and the Sign Owner.

Applicable Law

22. This contract shall be governed by and interpreted in accordance with the laws of the Yukon.

Entire Agreement

23. This contract constitutes the entire agreement between WLCC and the Sign Owner with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings between WLCC and the Sign Owner that in any way relate to the purchase and sale of the rights hereunder.

Notices to WLCC

24. Any written notice, request order, demand, statement or payment provided for this Agreement shall be sent to Watson Lake Chamber of Commerce, Box XXX, Watson Lake, YT, Y0A 1C).

Notices to the Sign Owner

25. Any written notice, request order, demand, statement or payment provided for this Agreement shall be sent to the Sign Owner at _____.

Successors and Assigns

26. The terms, conditions and covenants herein shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, executors, administrators, successors and permitted assigns.

Government Agreement

27. This agreement is subject to the applicable legislation and to the agreement between WLCC and the Yukon Government (the "Government Agreement") for the installation of signs on the government's structures.

IN WITNESS WHEREOF, this Agreement has been sign by WLCC and the Sign Owner on the _____ day of _____, 20____.

_____ (signed on behalf of WLCC)

_____ (signed by Sign Owner)

_____ (Witness)