

## SPONSORSHIP AGREEMENT

**THIS AGREEMENT** is made as of the [day] day of [month], 202[year].

**BETWEEN**

**THE CITY OF WINNIPEG,  
(the “City”)**

**OF THE FIRST PART,**

**and**

**[SPONSOR NAME],  
(the “Sponsor”)**

**OF THE SECOND PART.**

**WHEREAS** a Request for Sponsorship for [insert RFS # & description of sponsorship] under the City’s **Sponsor Winnipeg Program** was issued and the Sponsor submitted a Sponsorship Submission which was approved by [insert Sponsorship authority] on [date];

**AND WHEREAS** the Sponsor wishes to participate in the City’s **Sponsor Winnipeg Program** for the sponsorship, as specifically set out in this Agreement;

**AND WHEREAS** the City wishes to grant the Sponsor the right to do so, all pursuant to this Agreement;

**NOW THEREFORE** in consideration of good and valuable consideration provided by the parties to each other, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **1. Definitions**

1.1 The following terms shall have the following respective meanings:

- (a) “Agreement” or “Sponsorship Agreement” means this agreement and all schedules thereto;
- (b) “Business Day” means any Calendar Day, other than a Saturday, Sunday, or a statutory or civic holiday;
- (c) “Calendar Day” means the period from one midnight to the following midnight;

- (d) “Chief Administrative Officer” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (e) “City” means The City of Winnipeg as continued under The City of Winnipeg Charter, Statutes of Manitoba 2002, c. 39, and any subsequent amendments thereto;
- (f) “City’s Intellectual Property” shall have the meaning ascribed to it at Section 10.2 herein;
- (g) “City Solicitor” means the City employee holding that office or, if applicable, the successor to the authority or responsibility of such office;
- (h) “Council” means the municipal council of the City;
- (i) “Fee” means an amount of monies that the Sponsor shall pay to the City;
- (j) “Party” means the City of Winnipeg, the Sponsor or both the City of Winnipeg and the Sponsor;
- (k) “Person” means an individual, firm, partnership, association or corporation, or any combination thereof, and includes heirs, administrators, executors or legal representatives of a person;
- (l) “Renewal Term” shall have the meaning ascribed to it at Section 9.1 herein;
- (m) “Sponsorship” shall have the meaning ascribed to it at Section 2.1 herein;
- (n) “Sponsor’s Intellectual Property” shall have the meaning ascribed to it at Section 10.1 herein;
- (o) “Sponsorship Officer” means the person designated in Section 8.1 herein;
- (p) “Sponsor Representative” shall have the meaning ascribed to it at Section 8.2 herein;
- (q) “Term” shall have the meaning ascribed to it at Section 9.1 herein; and
- (r) “Value in Kind” means such goods and services as are accepted by the City as relieving of expense to its budget and provided by Sponsor and, which at a minimum, shall include those goods and services set out in this Agreement.

## **2. Grant of Rights**

- 2.1. The City hereby grants the Sponsor the exclusive right to:

- (a) [Note to Draft: the details set out in Part D of the Sponsorship Opportunity and as applicable in the Sponsorship Submission, will be populated into this section during negotiations with the Sponsor].

(hereinafter referred to as the “**Sponsorship**”).

- 2.2. The City agrees that during the Term of this Agreement and any subsequent Renewal Terms (as hereinafter defined), the City will not permit any other company, corporation, business, venture, partnership or entity to sponsor any aspect of the Sponsorship without the prior written approval of the Sponsor.
- 2.3. Advertising opportunities which are generally available to the public will not be restricted by this Agreement.
- 2.4. In the event that the City has a major event at the location of the Sponsorship, which is corporately sponsored and for which exclusivity has been granted, the City reserves the right to remove or cover the Sponsor’s signage for a period not to exceed one month. If the signage is covered for more than seven (7) consecutive Calendar Days during the Term, then the Term of this Agreement will be extended for such period of time that the signage is covered.

### 3. **Consideration**

- 3.1. In full consideration for all of the City's undertakings hereunder and for the rights granted to the Sponsor in connection with the Sponsorship, the Sponsor shall

[option 1] pay to City, payable to “The City of Winnipeg”, the aggregate total sum of [xxx Dollars (\$0.00 CAD)] plus GST, as follows:

- (a) \$0.00 plus GST on or before [date];  
(b) \$0.00 plus GST on or before [date];  
(c) \$0.00 plus GST on or before [date];

[Note to Draft: the fee details in the Sponsorship Submission will be populated into this section during negotiations with the Sponsor.]

[option 2] pay to the City a fee during the Term having a deemed cash value equivalent to [dollars in words] Canadian Dollars (\$0.00), exclusive of Sales Taxes, which fee shall consist of Value in Kind (VIK) and a cash payment as described below:

[Note to Draft: the VIK details in the Sponsorship Submission will be populated into this section during negotiations with the Sponsor.]

- 3.2. The Sponsor shall supply those goods and services, as VIK, to the City having a total estimated monetary value of [\$] which as a minimum shall include such items as are set forth in Section 3.2, and for any such items in addition thereto as City from time to time requests and agrees in writing both as to what is supplied and its value. Sponsor

shall provide invoices for such items, which invoices shall show all applicable Sales Taxes.

- 3.3. The balance of the total consideration, over and above the VIK, shall be paid for by Sponsor as follows:

[Note to Draft: Consideration clauses will be revised to align with the Sponsorship Submission and negotiations with the Sponsor.]

- 3.4. Sponsor shall provide to the City, a report setting out any goods or services supplied by Sponsor to the City on account of in-kind consideration:

- (a) within fifteen (15) Calendar Days after each calendar month; and
- (b) within thirty (30) Calendar Days after the end of each fiscal period of Sponsor.

- 3.5. In the event of nonpayment by the Sponsor of any monies due by it pursuant to this Agreement, and the City not being able for whatever reasons to collect such monies from Sponsor within thirty (30) Calendar Days from the due date, the City may inform the Sponsor in writing that it requests to receive the monies in accordance with the payment schedule and in an amount not exceeding the amount overdue plus interest thereon at the rate of the City's bank's prime lending rate plus 1% from the due date, and the Sponsor shall pay such monies to the City within five (5) Calendar Days. This right to demand monies overdue shall be without prejudice to the City's right to claim directly from Sponsor any VIK not delivered to it pursuant to the Sponsorship Agreement and to recover damages.

- 3.6. All amounts to be paid or provided as VIK in accordance with the provisions of this Section shall be payable without deduction of any Sales Taxes, levies, duties, charges or expenses whatsoever. Specifically, it is agreed that as well as the consideration provided hereunder Sponsor shall also pay thereon Sales Taxes. All applicable Sales Taxes payable by Sponsor to the City shall be added to the amounts payable hereunder and shall be payable at the earlier of the time when the consideration giving rise to the obligation is due and the time when the City is obligated to remit the Sales Taxes to the applicable governmental authority.

- 3.7. Sponsor's obligations under this Section shall be performed without any right of Sponsor to invoke set-off, deduction or other similar rights, unless City is in default of its obligations under this Agreement.

- 3.8. The Sponsor agrees that the monetary support it is providing to the City is a "sponsorship" as that term defined by the Canadian Revenue Agency and that a tax receipt will not be issued for the Sponsorship.

- 3.9. The parties hereto agree that other than the amounts identified in this Section, no other sums will be due and owing under this Agreement unless agreed to in writing by an authorized representative of the Sponsor.

#### 4. Sponsorship Signage

- 4.1. The Sponsorship will be recognized by:

[Note to Draft: the signage details in the Sponsorship Submission will be populated into this section during negotiations with the Sponsor or if it will be determined at a later date. For signature in recognition of sponsorship and/or donations, only the Sponsor and/or donor relationship with the City will be recognized on the sign.]

- 4.2. The Sponsor shall not display, install, or affix any sign, symbol, notice, or lettering of any kind anywhere on City of Winnipeg-owned assets or property without approval by the City. The Sponsor shall submit signage design and artwork to the City via <http://winnipeg.ca/sponsorwinnipeg> for City approval in accordance with this Section. Where applicable, the Sponsor will be advised if a permit application for signage is required. Sponsor agrees that it is responsible for submitting that permit application and the associated cost of such permit application.
- 4.3. Signage approval submission shall include:
- (a) All text in legible font, graphics, and logos;
  - (b) Proposed sign dimensions;
  - (c) Fabrication specifications;
  - (d) Proposed location of sign; and
  - (e) Plan for installation.
- 4.4. The City will review the signage submission to ensure compliance with all applicable City by-laws, policies, or processes. The Sponsorship Officer will convey approval or comments back to the Sponsor within fifteen (15) Business Days of the submission. The Sponsor agrees that signs must not be installed until approval in writing is received.
- 4.5. The Sponsor will be responsible for the cost of:
- (a) all signage, including fabrication and design, and, if applicable, including the cost of a signage permit;
  - (b) the installation, removal and any required replacement or maintenance of the signage in accordance with The City of Winnipeg's standards; and
  - (c) the insurance required in Section 11.7.
- 4.6. The City, on its own behalf shall:
- (a) perform routine maintenance, including periodic inspections and minor adjustments, as may be required from time to time; and
  - (b) install and remove the signage, or supervise the installation or removal of the signage by an approved contractor, at the Sponsor's expense in any event.
- 4.7. In the event that the Sponsor wishes to replace or revise any signage during the Term, the Sponsor will be responsible for the cost of such fabrication, replacement signage, removal and reinstallation. The City will be responsible for performing the removal and

reinstallation of the signage or for supervising the removal of the signage by an approved contractor, at the Sponsor's expense in any event.

4.8. With regard to damaged signage:

- (a) The City will endeavor to prevent damage to the signage, but will not be responsible for signage that is vandalized or damaged by the public. The City will only be responsible for damage caused to the signage directly by the City;
- (b) The City has the right to remove signage which is vandalized, damaged or not in good repair. In the event of any such damage, the Sponsor will be responsible for the cost to repair or replace the signage and for the cost of the removal and reinstallation of same. The City will be responsible for performing the removal and reinstallation of the signage, or for supervising the removal of the signage by an approved contractor, at the Sponsor's expense in any event; and
- (c) The Sponsor will not be entitled to a refund of any payments in the event that it chooses not to repair or replace the damaged signage nor an extension of the Term for the period of time the signage is removed for repair or replacement.

**5. Other Sponsorship Opportunities**

- 5.1. During the Term of this Agreement the City agrees to feature reference to the Sponsor on the Sponsor Winnipeg Program website located at <http://www.sponsorwinnipeg.ca/>, and at such other locations as may be identified and mutually agreed upon by the City and the Sponsor.

**6. City Responsibilities**

- 6.1. The City shall administer and coordinate all aspects of the Sponsorship.
- 6.2. The City shall notify the Sponsor in the event of significant developments impacting their Sponsorship.

**7. Sponsor Responsibilities**

- 7.1. The Sponsor shall be in good standing under The Corporations Act (Manitoba), or properly registered under The Business Names Registration Act (Manitoba), or otherwise properly registered, licensed or permitted by law to carry on business in Manitoba, or if the Sponsor does not carry on business in Manitoba, in the jurisdiction where the Sponsor does carry on business, throughout the term of the Agreement, and shall provide the Sponsorship Officer with evidence thereof upon request.
- 7.2. The Sponsor shall have the right to refer to the Sponsor's Sponsorship and, upon the prior written approval of the Sponsorship Officer as to content and graphic standards, to use the Sponsorship, logos and designation in all of the Sponsor's media advertising, promotional, publicity and public relations materials.

- 7.3. The Sponsor shall be responsible for any aspect of the Sponsorship not explicitly set out in the Sponsorship Agreement but which may be reasonably implied for the proper completion of the Sponsorship.
- 7.4. Unless otherwise agreed to be the Sponsorship Officer, any materials provided for the Sponsorship shall be new and of a high quality. If required, the Sponsor shall provide evidence satisfactory to the Sponsorship Officer that the foregoing requirements have been met.
- 7.5. The Sponsor shall keep the City regularly informed on significant developments of Sponsor's exercise of the rights, privileges and options granted hereunder. To this effect, Sponsor agrees to designate an appropriate number of persons among its staff to be responsible for delivering the Sponsorship and for the coordination with the City.

## 8. Party Representatives

- 8.1. The City has designed [name of contact for the City] as its representative for purposes of this Agreement (the "**Sponsorship Officer**"). The Sponsorship Officer is authorized to act on behalf of the City to transmit instructions to and accept information and advice from the Sponsors, to receive, review and forward for approval and payment any relevant documentation, and to do all such things which may be necessary or desirable for the purposes of this Agreement.
- 8.2. The Sponsor has designated [name of contact for the Sponsor] as its representative for purposes of this Agreement (the "**Sponsor Representative**"). The Sponsor Representative is authorized to act on the Sponsor's behalf to transmit instructions to and accept information and advice from the City, to receive, review and forward for approval and payment any relevant documentation, and to do all such things which may be necessary or desirable for the purposes of this Agreement.

## 9. Term and Termination

- 9.1. The term of this Agreement is for [# of years] years and shall commence on [date], and continue until [date], ("**Term**"), with an option of [number (#)] mutually agreed upon [number (#)] year extensions ("**Renewal Term**").
- 9.2. The City may negotiate the extension option(s) with the Sponsor within sixty (60) Calendar Days prior to the expiry date of the Contract. The City shall incur no liability to the Sponsor as a result of such negotiations. Changes resulting from such negotiations shall become effective upon the commencement of the Renewal Term.
- 9.3. The City shall have the right to terminate this Agreement on written notice to the Sponsor upon the occurrence of any of the following events:
- (a) A substantial change to the operation of the Sponsor which makes the continuation of the Sponsorship impracticable;



- (b) Any consideration due hereunder is thirty (30) Calendar Days late from the due date and provided such default continues for a period of five (5) Calendar Days after receipt by the Sponsor of written notice from the City of default;
  - (c) The Sponsor enters into liquidation, other than a voluntary liquidation for purpose of restructuring, amalgamation or similar reorganization;
  - (d) A substantial change occurs in control or operating management of the Sponsor which will adversely affect the ability of the Sponsor to perform its obligations under this Agreement or which is detrimental to the interests of the City. "Substantial changes" for the purposes of this Section shall not include evolutionary changes in business strategy, organization and management in the ordinary course of business;
  - (e) Use by the Sponsor of the City's or Sponsor Winnipeg's logos, name of other intellectual property other than in accordance with this Agreement and such use if not remedied as soon as possible, but in any event, no later than thirty (30) Calendar Days after receipt of written notice of such misuse; and
  - (f) Sponsor engaging in conduct which reflects unfavourably upon the name, goodwill, reputation and image of the City or Sponsor Winnipeg Program and such conduct is not remedied by the Sponsor pursuant to a plan acceptable to the City and which plan the Sponsor shall produce with respect to a remedy within ten (10) Business Days of receipt of written notice from the City.
- 9.4. Except with respect to the payment of any consideration hereunder, either Party may terminate this Agreement if the other Party fails to observe or perform any of its material obligations hereunder and such failure is not remedied as soon as possible, but in any event, no later than thirty (30) Calendar Days after being called upon to do so by written notice.
- 9.5. In the event of termination of this Agreement, the City shall immediately remove the signage and cease all advertising related to the Sponsorship, the Sponsor shall cease any advertising related to the Sponsorship, and the Sponsor's remaining payment obligations hereunder, if any, shall terminate. The City shall be entitled to retain any and all payments that have been made by the Sponsor to the City in the event of the termination of this Agreement for any reason outlined at Section 9.3 herein.
- 9.6. Termination of this Agreement shall be without prejudice to any existing rights and claims that the terminating Party may have against the other, and shall not relieve such other Party from fulfilling the obligations accrued to the effective date of such termination.
- 10. Trade-marks and Intellectual Property**
- 10.1. The Sponsor shall provide to the City the Sponsor's trade-marks, trade names, logos, artwork, designs, copy or other intellectual property ("**Sponsor's Intellectual**



**Property**") owned by the Sponsor necessary for use during the Term in connection with the Sponsorship. Any advertising or other material prepared by, for, or on behalf of the City which contains or otherwise utilizes any of the Sponsor's Intellectual Property shall be provided to the Sponsor in advance of publication for Sponsor's review and approval. All such materials must receive the written approval of the Sponsor prior to each specific instance of publication thereof, such approval not to be unreasonably withheld.

- 10.2. The City shall provide to the Sponsor the City's trade-mark, trade name, logos, artwork, designs, copy or other intellectual property ("**City's Intellectual Property**") owned by the City necessary for use during the Term in connection with the Sponsorship. Any advertising or other material prepared by, for, or on behalf of the Sponsor which contains or otherwise utilizes any of the City's Intellectual Property shall be provided to the City in advance of publication for the City's review and approval. All such materials must receive the written approval of the City prior to each specific instance of publication thereof, such approval not to be unreasonably withheld.
- 10.3. Neither Party has any right, title or interest in or to any of the other Party's Intellectual Property (except the right to use the same in accordance with terms and conditions of this agreement), and any such Intellectual Property is and shall remain the sole property of the Sponsor or the City, as the case may be. Further, the Sponsor claims no right, title or interest in the Sponsor Winnipeg Program.
- 10.4. Each Party shall give legal and proper notice to any and all persons or entities, in accordance with any request or demand of the other Party, in connection with any and all uses of their respective Intellectual Property, indicating that the same is the property of the City or the Sponsor, as the case may be.

11. **Insurance** [NTD: The following is a starting place to be review by Insurance and revised to suit for each Agreement prior to including in the RFS Part E – Schedules as Schedule A – Form of Sponsorship Agreement.]

- 11.1. The Sponsor shall provide and maintain commercial general liability insurance in the amount of at least two million dollars (\$2,000,000.00) per occurrence and two million (\$2,000,000) general aggregate covering bodily injury, property damage, personal and advertising injury, and products and completed operations. The City is to be added as an additional insured. Such liability policy shall also contain a cross-liability clause, contractual liability and shall remain in force at all times during the term of this Agreement.
- 11.2. Deductibles for such liability policy shall be borne by the Sponsor.
- 11.3. The Sponsor shall provide the Sponsorship Officer with a certificate of insurance, in a form satisfactory to the Supervisor of Insurance within thirty (30) Calendar Days of the execution of this Agreement and annually.

- 11.4. The certificate of insurance is to state that it is with respect to this Sponsorship Agreement.
- 11.5. The Sponsors shall not cancel, materially alter, or cause the policy to lapse without providing at least thirty (30) Calendar Days prior written notice to the Sponsorship Officer.
- 11.6. The City shall have the right to alter the limits and/or coverage as reasonably required from time to time during the continuance of this agreement if the Sponsorship Program and/or the Responsibilities of the Parties are amended during the term of this Agreement.
- 11.7. The Sponsor agrees to ensure that any contractor they hire to install, remove, reinstall or maintain the signage shall provide and maintain the following:
  - (a) commercial general liability insurance in the amount of at least two million dollars (\$2,000,000.00) per occurrence and two million dollars (\$2,000,000) general aggregate covering bodily injury, property damage, and products and completed operations. The City is to be added as an additional insured. Such liability policy to also contain a cross-liability clause, contractual liability, 30 Calendar Days' notice of cancellation and to remain in force at all times during the installation, removal or maintenance period;
  - (b) evidence of good standing with Workers Compensation Board of Manitoba; and
  - (c) The Sponsor shall provide the Sponsorship Officer with a certificate of insurance, in a form satisfactory to the Supervisor of Insurance, and evidence of Workers Compensation ten (10) Business Days prior to the start of work.

## **12. Indemnity**

- 12.1. The parties agree that each shall use due care in the performance of their respective obligations under this Agreement to ensure that no person is injured, no property is damaged and no rights are infringed.
- 12.2. Each Party shall indemnify the other Party or parties against costs, damages or expenses arising from actions, claims, demands and proceedings, by whomsoever brought, made or taken as a result of its wrongful or negligent acts or omissions, or that of its subcontractors, employees or agents, in the performance or non-performance of their respective obligations pursuant to this Agreement and other third party claims for which they are legally responsible, as determined by a court of law.
- 12.3. It is further understood and agreed by each Party, and its respective representatives, agents, servants and employees that the person or persons signing this Agreement on behalf of a Party which is not a legally incorporated body or registered partnership hereby undertakes and agrees to be personally, jointly and severally liable for any and

all obligations assumed by the Party under this Agreement and for any future debt due by reason of this Agreement.

### **13. Relationship of the parties**

- 13.1. The City and the Sponsor acknowledge and agree that the Sponsor is an independent party. This Agreement does not constitute any party hereto the agent of the other, or create an employer/employee relationship, a partnership, joint venture or similar relationship between the parties, and no Party shall have the power to obligate or bind the other Party in any manner whatsoever.

### **14. Confidentiality**

- 14.1. The parties agree that the details of this Agreement and any information or documentation provided pursuant to it shall be confidential and each shall undertake whatever measures are reasonably necessary to preserve that confidentiality. Any release of information concerning this Agreement shall be approved by the parties prior to being released or published, provided that neither Party shall unreasonably withhold its approval of any announcement. Notwithstanding the foregoing, either Party shall be entitled to make disclosure concerning the details of this Agreement as required by law or to Canada Revenue Agency. The parties may however make such disclosure of the contents of this Agreement as may be reasonably necessary to carry out the terms of this Agreement.

### **15. Public Information**

- 15.1. The City may make public announcements about the Sponsorship, and may hold official ceremonies and special events concerning the Sponsorship. The City agrees to provide notice of any such public announcements, official ceremonies or special events to the Sponsor Representative.
- 15.2. Sponsor may not make any public announcements about the Sponsorship, and may not hold any official ceremonies or special events concerning the Sponsorship, without providing a minimum of fourteen (14) Calendar Days' notice to the City. The Sponsor agrees that representatives of the City may participate in any such public announcements, official ceremonies or special events.
- 15.3. The Sponsor must clearly and prominently acknowledge The City of Winnipeg in all public information material concerning the Sponsorship using design marks, phrases or other identifiers approved or provided by the City for this purpose. Without limiting the generality of the foregoing, this applies to newspaper vending devices, annual reports and speeches of the Sponsor.
- 15.4. When a significant media issue relating to the Sponsorship emerges, the Sponsor must promptly notify the City thereof.

- 15.5. The Sponsor agrees to provide, whenever possible, professional-quality audio-visual material about the Sponsorship to the City, and agrees that the City may use such material as it sees fit.

## **16. Modification of Agreement**

- 16.1. This Agreement may be modified by the parties hereto only by a written supplemental agreement executed by both parties.

## **17. Notice**

- 17.1. Any notice, consent, request, approval, invoice, document or other communication required or permitted to be given hereunder shall be in writing, and shall be delivered personally, sent by email or similar transmitted message, or mailed by registered mail, postage prepaid, to the said parties at the respective addresses or emails set forth hereunder, namely:

If to the City:

Attention: Sponsor Winnipeg - Sponsorship Officer  
The City of Winnipeg – Chief Administrative Office  
Susan A. Thompson Building  
2nd Floor – 510 Main Street  
Winnipeg, Manitoba R3R 1B9

Email: [to be populated]  
Phone No.: [to be populated]

If to the Sponsor:

Attention: [name & title]  
[company name]  
[mailing address]  
[City, Province, postal code]

Email: [to be populated]  
Phone No.: [to be populated]

or to such other address or email address as the Party to whom such notice, consent, request, approval, invoice, document or other communication is to be given, may designate by notice in writing so given to any other Party hereto as provided herein.

- 17.2. Any notice, consent, request, approval, invoice, document or other communication given as provided herein shall:

- (a) In the case of personal delivery, be deemed to have been received on the day of delivery, if a Business Day, or if not a Business Day, on the Business Day next following the day of delivery; and
- (b) In the case of email or similar form of transmitted message, be deemed to have been received on the next Business Day (except Saturdays or Sundays) following transmission.

17.3. Any notice, consent, approval, statement, authorization, document or other communication required or permitted to be given by the City in this Agreement may be given by the Sponsorship Officer unless otherwise expressly herein provided.

## **18. Assignment**

- 18.1. The Sponsor may not assign or transfer all or any part of this Agreement or any of their respective rights or obligations under this Agreement without the prior written consent of the City.
- 18.2. This Agreement shall be binding upon each of the parties and their respective successors and any permitted assigns.
- 18.3. No assignment or transfer of this Agreement shall relieve the Sponsor of any obligations under this Agreement.

## **19. Waiver**

- 19.1. The waiver by any Party of the strict observance or performance of any term of this Agreement or of any breach of it on the part of any Party shall not be held or deemed to be a waiver of any subsequent failure to observe or perform the same or any other term of this Agreement.

## **20. Dispute Resolution**

- 20.1. In the case of any dispute between the City and the Sponsor under this Agreement, the Sponsorship Officer and the Sponsor Representative will attempt to resolve such dispute. If such attempt is not successful within fifteen (15) Business Days then the Director of Customer Service and Communications, on behalf of the City and the Sponsor Representative or such other designate on behalf of the Sponsor will attempt to resolve such dispute.
- 20.2. If such attempt is not successful within fifteen (15) Business Days then with the consent of the Director of Legal Services, on behalf of the City, and the Sponsor, the parties shall appoint a single arbitrator to arbitrate the matter in dispute and the decision of the said arbitrator shall be binding and final on the parties. All such disputes shall be governed in accordance with the provisions of The Arbitration Act (Manitoba), as may be amended from time to time, in so far as the said Act is not inconsistent with the provisions of this Agreement.

- 20.3. If the parties are unable to agree upon one arbitrator, each of the parties shall appoint an arbitrator and each arbitrator so selected shall jointly elect a third arbitrator and they shall hear the matter in dispute and deliver a decision, which decision shall be binding upon the parties.
- 20.4. If written notice of arbitration is given by one Party to the other, naming an arbitrator, and the other Party shall fail to agree to the arbitrator or shall fail to name its arbitrator within fifteen (15) Business Days of notice, the arbitrator first named shall be empowered to hear the matter in dispute and deliver a decision which decision shall be final and binding on the parties.
- 20.5. All costs with respect to the arbitration shall be borne equally between the parties.

## **21. Entire Agreement**

- 21.1. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contains the entire contract of the parties with respect to the subject matter hereof and supersedes all agreements and understandings between the parties concerning the subject matter hereof.

## **22. Force Majeure**

- 22.1. Neither Party shall be responsible or liable for any failure to comply with or for any delay in performance of the terms of this Agreement where such failure or delay is directly or indirectly caused by or results from events of force majeure beyond the control of either Party. These events shall include, but not be limited to fire, flood, earthquake, accident, civil disturbances, pandemic, acts of terrorism, war, rationing, embargoes, strikes or lockouts, delays in transportation, inability to secure necessary materials, parts or components, delay or failure of performance of any supplier or subcontractor, acts of God, or acts of government.

## **23. Survival**

- 23.1. All obligations under this Agreement that necessarily extend beyond termination of this Agreement in order to fully achieve their intended purpose shall survive termination of this Agreement, including without limiting the generality of the foregoing, all indemnification provisions, intellectual property provisions and confidentiality provisions.

## **24. Titles**

- 24.1. The titles of the clauses herein are for convenience of reference only and are not to be considered in construing this Agreement.

## **25. Legal Compliance**

25.1. Both parties shall comply with all municipal, provincial and federal laws, regulations, by-laws, policies and orders in the performance of this Agreement.

26. Applicable Law

26.1. The Agreement has been entered into in the Province of Manitoba and shall be governed by and construed and enforced in accordance with the laws of the Province of Manitoba and of Canada as applicable therein. The Parties hereby irrevocably and unconditionally agree to the exclusive jurisdiction of the Courts in the Province of Manitoba and all courts competent to hear appeals therefrom.

## **27. Interpretation**

27.1. Where the Sponsor consists of more than one person, the obligations of the Sponsor shall be joint and several.

27.2. Wherever the singular or masculine is used, it shall be construed to mean the plural or the feminine or the neuter as the context may reasonably require.

27.3. In the event of conflicts between portions of the Sponsorship Agreement, the executed agreement between the City and Sponsor shall govern over all schedules or other documents forming part of the Agreement;

27.4. The various portions of the Agreement are intended to be read together and complement each other, and what is called for by any one shall be deemed to be called for by all.

## **28. Counterparts**

28.1. This Agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document form (PDF) of an executed counterpart is as effective of delivery as an originally executed counterpart of this Agreement.

**IN WITNESS WHEREOF** the parties hereto have executed this Agreement as of the date first written above.

THE CITY OF WINNIPEG

Per: \_\_\_\_\_  
Chief Administrative Officer



[Sponsor name]  
[RFS # & title]

LS File CT.1/202x(xx)

[SPONSOR NAME]

Per: \_\_\_\_\_

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

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

Per: \_\_\_\_\_

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

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

I/We have authority to bind the corporation

Reviewed as to business terms:

\_\_\_\_\_  
Sponsor Winnipeg - Sponsorship Officer

Legally reviewed and certified as to form:

\_\_\_\_\_  
for Director of Legal Services/City Solicitor

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