



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW

Number 94-78


A by-law to authorize the execution of an Agreement between The Corporation of the City of Brampton and Mack Dort Productions Ltd.

The Council of The Corporation of the City of Brampton ENACTS as follows:

That the Mayor and the Clerk are hereby authorized to execute an Agreement between Mack Dort Productions Limited and The Corporation of the City of Brampton, attached hereto as Schedule 'A'.

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council this 8th day of May, 1978.


James E. Archdekin, Mayor


Kenneth R. Richardson, Clerk

THIS AGREEMENT made in duplicate this 16th day
of May, 1978.

B E T W E E N :

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE FIRST PART

A N D

MACK DORT PRODUCTIONS LTD. a corporation
incorporated under the laws of the Province
of Ontario, and having its Head Office in the
City of Owen Sound, in the County of Grey

hereinafter called the 'Company'

OF THE SECOND PART

WHEREAS the City operates a fleet of thirty-two (32)
public transit buses within the municipal boundaries of the
City of Brampton;

AND WHEREAS the Company wishes to obtain the right to
place advertisements inside and outside the buses;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in
consideration of the sum of Two Dollars (\$2.00) now paid by
the Company to the City, the receipt of which is hereby acknowledged
by the City, and in consideration of the mutual covenants herein
contained, it is hereby agreed as follows:

1. The City grants to the Company the right to place
advertisements on the interior and exterior of all public transit
buses now owned by the City and subject to paragraph 3, acquired
by the City during the duration of this contract for a period of
four (4) years to run from the date of the execution of this
agreement. The advertising space granted by this agreement shall
consist of space inside each bus immediately above the side windows
and one twenty-one inch (21") high by seventy inch (70") long
space on the exterior of the rear engine door panel of each bus.

2.

The Company agrees to pay to the City the sum of Forty-eight Thousand, Four Hundred and Eighty Dollars (\$48,480.00). Payment shall be made as follows: Payment of a deposit of Six Hundred and Forty Dollars (\$640.00) upon execution of this agreement by the Company, and forty-six (46) consecutive monthly payments of One Thousand and Forty Dollars (\$1,040.00) commencing on the fifteenth day of June, 1978 and continuing on the fifteenth day of each and every month during the term of this agreement.

3.

The Parties agree that the City operates a fleet of thirty-two (32) buses at the date of execution of this agreement. The City shall notify the Company in writing of any increase or decrease in the fleet size. In the event the number of buses operated by the City increases or decreases by five (5) buses, the aforesaid monthly payment shall be adjusted according to the following formula:

- (1) For each bus in excess of thirty-six (36), the Company shall pay to the City an additional monthly fee of Thirty Dollars (\$30.00).
- (2) For each bus less than twenty-eight (28), the Company shall deduct from its monthly payment to the City the sum of Thirty-five Dollars (\$35.00).

Any such increases or decreases in the monthly payments shall commence to be paid with or deducted from the next monthly payment due after notice to the Company.

The provisions of this clause shall apply to all increases or decreases in fleet size as may occur from time to time during the term of this agreement.

4.


In any month if more than one-half (1/2) of the City's buses which carry the Company's advertising pursuant to this agreement are non-operational for a period longer than five (5) days as a result of strike or natural disaster, the monthly amount paid by the Company shall be reduced proportionately to reflect the ratio that the non-operational days bear to the total possible operational days.

5. The Company shall be allowed access to the buses of the City for the purposes of cleaning, repairing and placing signs. Such access shall be exercised on Sundays only or at times acceptable to the Transit Manager of the City.
6. The Company undertakes that all the advertising placed in or on the buses shall be in accordance with the regulations and standards set by the Canadian Advertising Council. In particular, the Company will avoid displaying advertising which is of a political or immoral nature; and the Company agrees that it will within forty-eight (48) hours of being so notified remove from any bus any advertisement which the Grantor in the reasonable exercise of his discretion hereunder desires removed.
7. Within fifteen (15) days from the termination or expiry of this agreement or any renewal thereof, the Company agrees to remove from the buses all advertisements placed by it during the currency of this agreement or any renewal thereof.
8. In the event the Company defaults in removing any signs pursuant to paragraphs 6 and 7 of this agreement, the City may remove such signs and the Company agrees to pay the City Fifty Dollars (\$50.00) for each such sign so removed by the City. The Parties agree that the Fifty Dollars (\$50.00) so payable is neither a penalty nor a bonus but a genuine pre-estimate of the cost that will be incurred by the City in removing each sign pursuant to the terms of paragraphs 6 and 7.
9. This contract may be assigned by the Company with the written consent of the City, which consent is not to be unreasonably withheld.
10. The Company covenants, promises and agrees to indemnify and save harmless the City from and against any and all claims for damages and from all liability, loss or expense arising from or caused by any libelous advertisement or the use of any copyrighted matter in any advertisement.


11. The Company agrees to allow the City two spaces, each eleven inches (11") by twenty-eight inches (28") on the interior of each bus immediately above the side windows for the City's own use. The City agrees that these spaces will not be used by paying advertisers.
12. (a) The exterior sign holders shall be supplied by the Company and shall be affixed on each bus by the City at the Company's expense.
- (b) The exterior sign holders shall be made of anodized aluminum or stainless steel.
- (c) Exterior damage to the buses caused by the removal of the frames by the Company shall be repaired by the City at the Company's expense.
- (d) The City shall invoice the Company for any work done pursuant to this clause at the Company's expense and this invoice shall become due and payable within ten (10) days of it being sent to the Company.
13. Advertisements and the exterior frames shall remain the property of the Company and may be replaced at any time; however, the City shall not be liable for damage to them for any reason.
14. In addition to any other remedies it may have in law, the City may terminate this contract for non-payment of any fees or any other charges due to the City pursuant to this agreement by notice thereof to the Company.
15. Any notices required to be given to the Company shall be in writing and given by prepaid registered mail to the Company care of Alan C. R. Whitten, Barrister and Solicitor, Suite 110, 1101 - 2nd Avenue East, Owen Sound, Ontario, or such other address as the Company may notify the City of and such notice shall be deemed to be received by the Company on the second day following its mailing.

IN WITNESS WHEREOF the Parties of the First Part and the Second Part have hereunto affixed their hands and/or corporate seals attested by the hands of their duly authorized officers.

THE CORPORATION OF THE CITY OF BRAMPTON

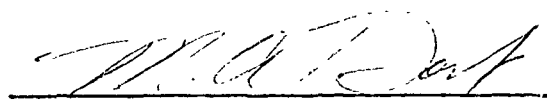


JAMES E. ARCHDEKIN MAYOR



R. A. EVERETT ACTING CLERK

MACK DORT PRODUCTIONS LTD.



DATED:

THE CORPORATION OF THE
CITY OF BRAMPTON

AND

MACK DORT PRODUCTIONS LTD.

A G R E E M E N T

JOHN G. METRAS,
CITY SOLICITOR,
CITY OF BRAMPTON,
24 QUEEN STREET EAST,
BRAMPTON, ONTARIO.
L6V 1A4



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