

**CANADIAN TIRE JUMPSTART CHARITIES**

**GIFT AGREEMENT**

**THIS AGREEMENT** made this 05th of January, 2023 (the “Effective Date”).

**BETWEEN:**

**CANADIAN TIRE JUMPSTART CHARITIES**, a private foundation governed by the Canada Not-for-Profit Corporation Act S.C, 2009, c. 23., as amended,

(“Jumpstart”)

**AND:**

**CITY OF PRINCE GEORGE**, a municipality of British Columbia

(the “Recipient” or the “City”)

**WHEREAS:**

- A. Jumpstart is a registered charity which helps financially disadvantaged children and youth gain the life benefits associated with participating in sports and recreational activities;
- B. The Jumpstart Inclusive Play Project is a groundbreaking movement, focused on accessible infrastructure and programming, to help give Canadian kids of all abilities access to sport and play;
- C. The Recipient is a municipality in British Columbia, and wishes to construct an inclusive Multi Sport Court (the “Court”) at Carrie Jane Gray Park, Prince George (the “Location”); and
- D. Jumpstart wishes to provide a gift to the Recipient to assist with the construction of the Court at the Location (the “Project”) to be carried out by the Recipient.

**NOW THEREFORE** this Agreement witnesses that, in consideration of the mutual covenants herein contained, the parties agree as follows:

**1. TERM OF THE AGREEMENT**

- 1.1 This Agreement will commence on the Effective Date and will, subject to Section 8 hereof, shall continue throughout the Usable Lifetime of the Court (as defined in Section 4.1) (the “Term”).

**2. PROJECT**

- 2.1 The Recipient will undertake the Project described on Schedule A hereto in accordance with the terms of this Agreement.
- 2.2 The Recipient will not make any material changes to the Project without the prior written consent of Jumpstart.

**3. GIFTS-IN-KIND**

- 3.1 Jumpstart agrees to provide a financial contribution of \$948,622.50 (the "Gift Amount"), to be used exclusively for the purpose of carrying out the Project in accordance with this Agreement (the "**Gift**"). The Parties agree that the Gift Amount will be paid directly by Jumpstart to the third-party vendor engaged to install the Court, Prairie Surfaces.
- 3.2 Any costs incurred in connection with the Project over and above the Gift Amount shall be for the sole and exclusive account of the Recipient, as per Schedule A.

**4. MAINTENANCE**

- 4.1 The Recipient agrees to maintain the Court in good condition for a minimum period of 15 years (the "**Usable Lifetime**") including completion of all required maintenance and repairs and annually provide a report to Jumpstart summarizing the maintenance activities conducted in the year and the current condition of the Court.
- 4.2 The Recipient represents and warrants that it has adequate funding in place, through a general maintenance and repair fund or otherwise, to ensure that ongoing Court and Location maintenance, upkeep and repair work is completed in a timely fashion and in compliance with all applicable standards.

**5. REPORTING**

- 5.1 The Recipient will report to Jumpstart regarding the Project as described in Schedule A.

**6. RECOGNITION**

- 6.1 The Recipient will acknowledge Jumpstart's Gift for the Usable Lifetime of the Court in accordance with Schedules D and E.

**7. AMENDMENT AND INTERPRETATION**

- 7.1 No amendment of this Agreement or any waiver of its terms will be valid unless it is in writing and signed by the parties hereto.
- 7.2 In the event of a conflict or inconsistency in any provision, in any Schedule or other attachment to this Agreement and the main body of this Agreement, the main body of this Agreement will prevail.

**8. EARLY TERMINATION**

- 8.1 Jumpstart may terminate this Agreement on thirty (30) days' notice in writing delivered to the Recipient.
- 8.2 If at any time during the Term, the Recipient or any of its employees, officers, directors or agents engage in any conduct (or if prior conduct becomes publicly known during the Term) that Jumpstart believes, in good faith, would have a material adverse effect on the goodwill and reputation of Jumpstart including without limitation the making of socially inappropriate comments reported publicly, then Jumpstart shall have the right to immediately terminate this Agreement, it being agreed that Jumpstart shall reserve all rights it may have against the Recipient as a result of such breach.
- 8.3 In the event of a termination described in paragraphs 8.1 or 8.2, Jumpstart will pay only such portion of the Gift Amount not then advanced pursuant to Schedule C for Project costs incurred in accordance with Schedule B up to the date of termination, which costs will not exceed the amount of the Gift Amount.
- 8.4 The Recipient acknowledges that the deliverables and obligations set out in Schedules A and B hereof are strict conditions for payment and Jumpstart will not advance payment unless such conditions are met.
- 8.5 The Recipient shall be responsible for continued obligations as outlined herein for the duration of the Usable Lifetime of the Court.

**9. ASSIGNMENT OF GIFT**

- 9.1 The Recipient will not assign this Agreement or the Gift Amount or any part thereof without the prior written consent of Jumpstart.

**10. RECIPIENT'S REPRESENTATIONS AND WARRANTIES**

- 10.1 The Recipient represents and warrants that:
- (a) it is a municipality duly incorporated under its applicable corporate legislation and is in good standing under the laws of each jurisdiction in which it is required to be registered and will maintain its corporate existence in good standing during the term of this Agreement;
  - (b) it has the power and authority to enter into this Agreement;
  - (c) it has the power, authority and capacity to carry out the Project; and,
  - (d) it will perform its obligations under this Agreement and carry out the Project in compliance with all applicable federal, provincial, or municipal laws.

## **11. FURTHER ASSURANCES**

- 11.1 The parties agree to do or cause to be done all acts or things necessary to implement and carry into effect the Agreement to its full extent.

## **12. INSPECTION OF RECORDS**

- 12.1 The Recipient agrees to maintain complete progress, personnel and financial records related to the Project and this Agreement for a period of two (2) years after the termination of this Agreement or for as long as the records are available according to Recipient's record retention practices.
- 12.2 The Recipient agrees to permit Jumpstart, its agents and/or its auditors to inspect, and obtain copies on request, at all reasonable times, including subsequent to the termination of this Agreement, of all such records.
- 12.3 The Recipient agrees that Jumpstart, its agents and/or its auditors may, upon forty-eight (48) hours' notice in writing to the Recipient, during normal business hours, enter the Recipient's premises to inspect the operations of the Recipient relative to the Project and this Agreement and Jumpstart may, at its expense, whether as part of an inspection or otherwise, audit the Recipient's records relative to the Project and this Agreement.

## **13. DEFAULT AND REMEDIES**

- 13.1 During the Term, the occurrence of one or more of the following events is deemed an "Event of Default" by the Recipient:
- (a) any breach by the Recipient of any of the Recipient's representations, warranties, covenants or obligations under the Agreement;
  - (b) an act of bankruptcy by the Recipient or if the Recipient becomes the subject of any bankruptcy proceeding under the *Bankruptcy and Insolvency Act* (Canada) or otherwise or becomes insolvent, or if any substantial part of the Recipient's property becomes subject to any levy/seizure, assignment, application for sale for or by any creditor or governmental authority or if a receiver, receiver-manager or similar official is appointed, either privately or judicially, over the Recipient or a substantial portion of its property, or if the Recipient ceases or advises that it intends to cease to carry on its charitable activities;
  - (c) the Recipient ceases to be a qualified donee as defined in the *Income Tax Act* (Canada); or,
  - (d) the Recipient, in the opinion of Jumpstart acting reasonably, is unable to complete the Project.
- 13.2 Upon the occurrence of an Event of Default, Jumpstart will have the right, in its sole discretion, to proceed in the following manner, in order of performance:

- (a) provide the Recipient with an opportunity to cure the Event of Default within a time period set by Jumpstart in its sole discretion;
- (b) withhold or cancel payment of any outstanding instalment of the Gift;
- (c) terminate the Agreement if the Recipient has failed to cure the Event of Default within the time period provided for in Section 13.2(a); or,
- (d) if Jumpstart has terminated the Agreement pursuant to Section 13.2(c), demand that the Recipient repay Jumpstart all or part of the Gift Amount paid to the Recipient and the Recipient will be required to make such repayment within five (5) business days of the date of such demand.

The foregoing rights or remedies are cumulative and not exclusive to each other, and any such remedy will not be deemed or construed to affect any right or remedy which Jumpstart is entitled to seek in the Agreement, tort, law, equity or otherwise.

#### **14. WAIVER**

- 14.1 No failure or delay on the part of Jumpstart in exercising any power or right under this Agreement will operate as a waiver of such power or right. No single or partial exercise of any right or power by Jumpstart under this Agreement will preclude any further or other exercise of such right or power. No modification or waiver of any provision of this Agreement and no consent to any departure by the Recipient from any provision of this Agreement will be effective until the same is in writing. Any such waiver or consent by Jumpstart will be effective only in the specific instance and for the specific purpose for which it was given. No notice to or demand on the Recipient in any circumstance will entitle the Recipient to any other or further notice or demand in similar or other circumstances.

#### **15. INDEMNITY**

- 15.1 The Recipient shall indemnify, defend, and save harmless Jumpstart and all of its employees, officers, directors, and agents from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages and liabilities, losses, interest, legal fees, costs and expenses of whatsoever kind or nature, including personal injury or death and damage or loss of any real or personal property, by reason of any wrongful act, error, omission, fault or breach of the Agreement of the Recipient, any sub-contractor, or anyone acting under the Recipient's direction or control or on its behalf in connection with or incidental to the performance of this Agreement.

#### **16. LIMITATION OF LIABILITY**

- 16.1 Jumpstart will not be liable to the Recipient for any losses or liabilities sustained or incurred by the Recipient, except for such losses and liabilities as may directly result from the breach by Jumpstart of any provisions of this Agreement and, in any event, any liability of Jumpstart to the Recipient (whether in tort, contract, law, equity or otherwise) will be limited to an amount equal

to the Gift Amount. Under no circumstances will Jumpstart be liable to the Recipient for any punitive, exemplary, aggravated, special, indirect, incidental or consequential damages.

## **17. CIRCUMSTANCES BEYOND THE CONTROL OF EITHER PARTY**

- 17.1 A failure to perform any obligation under the Agreement that results from any matter beyond the control of the parties, including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, pandemic or epidemic, war, riot or other insurrection, lawful act of public authority, or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against or form, will not be considered to be a breach of any term of the Agreement.

## **18. NOTICES**

- 18.1 The preferred method of communication is electronic mail.
- 18.2 Any notice or communication required to be given under the Agreement will be in writing and will be served personally, by electronic mail or otherwise, delivered by courier or sent by registered mail, postage prepaid with return receipt requested, or sent by facsimile addressed to the other party at the address provided below or at such other address as either party will later designate to the other in writing. All notices will be addressed as follows:

**To: Jumpstart**  
2180 Yonge Street  
Toronto, Ontario  
M4P 2V8

**Attention: Marco DiBuono,**  
**President**  
**Email: marco.dibuono@cantire.com**

**To: City of Prince George**  
1100 Patricia Blvd  
Prince George, British Columbia  
V2L 3V9

**Attention: Blake McIntosh,**  
**Director, Civic Operations**  
**Email: blake.mcintosh@princegeorge.ca**

- 18.3 All notices will be effective:
- (a) at the time an e-mail is received on the server of the receiving party;
  - (b) at the time the delivery is made when the notice is delivered personally or by courier; or
  - (c) seventy-two (72) hours after deposit in the mail when the notice is sent by registered or postage prepaid mail.

## **19. CONFIDENTIAL INFORMATION**

- 19.1 "Confidential Information" means all information disclosed (in any form and whether directly or indirectly) by one party to the other, whether before or after the date of this Agreement, including without limitation, this Agreement and all its terms.

- 19.2 The parties shall keep confidential the Confidential Information. The Recipient may not use such information for purposes other than the performance of its obligations under this Agreement, and unless expressly authorized herein or in writing, the Recipient shall not use or disclose the Confidential Information of the other party to any person or entity except to its own employees, agents, or representatives. However, the Recipient shall have no obligation to maintain confidential information that: (i) is or becomes publicly known or readily ascertainable by the public, and through no wrongful act of the Recipient, (ii) is received by the Recipient from a third party without breaching an obligation owed to any other person, if the Recipient is not restricted by the third party from disclosing such information, (iii) is independently developed by the Recipient, or (iv) is required to be disclosed by law. At the termination or expiration of the Agreement, or pursuant to a request by the disclosing party, the Recipient shall return to the disclosing party, or certify the destruction of, all Confidential Information in the control of the Recipient within seven (7) business days. Where the Recipient must maintain such Confidential Information of the other party pursuant to applicable law or a due diligence process, the obligation of confidentiality shall continue in perpetuity past the termination or expiration of the Agreement.
- 19.3 Jumpstart acknowledges that this Agreement and any materials or information provided to the Recipient through the performance of this Agreement may be subject to disclosure by the Recipient pursuant to the *Freedom of Information and Protection of Privacy Act* (BC). If the Recipient receives a request for such disclosure, it shall immediately notify Jumpstart and will withhold disclosure for a period of time sufficient to give Jumpstart an opportunity to take appropriate action to protect its interests.

## **20. INSURANCE**

- 20.1 The Recipient shall, at all times during the term of this Agreement and during the Usable Lifetime of the Court, maintain and pay for the following insurance:
- (i) Commercial General Liability Insurance with limits for bodily injury (including death) and property damage caused by insured's negligence, including coverage for contractual liability, product liability, completed operations and personal injury combined, of not less than five million dollars (\$5,000,000) per occurrence, and five million dollars (\$5,000,000) general aggregate and the other party shall be added as an additional insured;
  - (ii) Automobile Liability Insurance with a limit of not less than two million dollars (\$2,000,000) with combined Single Limit bodily injury and property damage per occurrence to cover all hired and non-owned automobiles arising out of the use thereof by or on behalf of the insured and its personnel in connection with the Court and/or the Location;
  - (iii) Statutory Workers Compensation Insurance as required by applicable federal, provincial and municipal laws and regulations.

All policies shall be primary in nature and shall not call into contribution any other insurance available to the Recipient. The Recipient hereby agrees that Jumpstart shall be designated as an

additional insured on the Commercial General Liability Insurance policy of the Recipient. The Recipient further warrants that the above noted insurance policies shall remain in effect for the duration of the term of this Agreement and for a period of at least two (2) years following the Usable Lifetime of the Court. Jumpstart shall be notified in writing at least thirty (30) days prior to the date of cancellation or lapse of such coverage or in the event of any material change to any of the insurance policies. The Recipient shall provide evidence of the above noted insurance coverage upon request.

- 20.2 The Recipient hereby agrees that the insurance requirements herein shall not be construed to and shall in no manner limit or restrict the liabilities of the Recipient. The Recipient shall be responsible for the payments of every deductible amount provided in any policy of insurance furnished pursuant to this Agreement.

## **21. LICENSE AND USE OF LOGOS**

- 21.1 The parties grant to each other, for the term of this Agreement, a non-transferable, non-exclusive royalty free license to use, reproduce, and publicly display the logo, trademark and/or trade name of the other party solely for the purpose of promoting, carrying out, or advertising the existence of the Project or Jumpstart's relationship with the Recipient pursuant to this Agreement. Neither party shall obtain any right, title or interest in or to the other party's logo, image, trademark and/or trade name except the right of use specified herein.
- 21.2 Each party will obtain prior written consent, before printing or broadcasting, for all marketing, media, promotional or any other materials that refer to the other party in any manner. Both parties shall provide the other with a minimum of three business days to consider any such material.
- 21.3 Where applicable Recipient will use Jumpstart's brand guidelines as outlined in Schedule D.

## **22. GENERAL**

- 22.1 This Agreement and the rights, obligations and relations of the parties hereto will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.2 This Agreement, including the Schedules attached hereto, constitutes the entire agreement between the parties pertaining to the matters contemplated hereby.
- 22.3 Nothing contained in this Agreement will be construed to place the parties in the relationship of agent and principal, master and servant, settlor and trustee, partners or joint venturers and neither party will have any right to obligate or bind the other party in any manner.
- 22.4 The invalidity or unenforceability of any provision of the Agreement will not affect the validity or enforceability of any other provision of the Agreement and any invalid provision will be deemed to be severed.
- 22.5 Sections 4, 5, 6, 12, 19, 20, 21, 22 and all other representations, warranties or covenants which by their nature or context are intended to survive the termination or expiration of the Agreement will survive the termination, cancellation or expiration of the Agreement.



- 22.6 Time is of the essence hereof.
- 22.7 All monetary amounts referred to in this Agreement are in Canadian dollars.
- 22.8 This Agreement may be executed in any number of counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 22.9 It is the express wish of the parties that this Agreement and all related documents be drawn up in English. Les parties confirment leur volonté que cette convention, de même que tous les documents qui s'y rattachent, soient rédigés en anglais.

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

**CANADIAN TIRE JUMPSTART CHARITIES**

**CITY OF PRINCE GEORGE**

Per:

Per:

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Name: Marco DiBuono  
Title: President

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Name: Blake McIntosh  
Title: Director, Civic Operations

## SCHEDULE "A"

### The Recipient's Responsibilities

The Recipient will provide the following support in preparation for and following the installation of the Court and ancillary site elements at the Location:

#### 1. Location Preparation

- a. **Permits and Approvals:** Ensure that all necessary permits and approvals that are required for Location development and Court installation are secured.
- b. **Location Preparation:** Ensure that Location is available and appropriately prepared to accommodate the Court structure, including:
  - I. **Under Drainage System:** ensuring appropriate subsurface drainage systems are in place prior to Location construction to ensure Court and ancillary Location areas drain effectively if required.
    - i. Recipient to excavate and install 45m of PCV SDR 35 150mm drainage pipe and connect to existing recharge chambers
    - ii. Excavate and install 35m of perforated PVC SDR 35 150mm drainage pipe
    - iii. Install two catch basins and two lawn basins as per engineering design drawings.
  - II. **Site survey and any soil testing (as required):** ensuring the site survey (i.e. geotech survey) and soil testing is conducted prior to Location construction.
    - i. Recipient to ensure structural shade footing engineering designs are completed based on the findings from all geotechnical work and soil testing.
  - III. **All Additional Site Preparation:** Recipient to coordinate proper excavation, elevation, fill, levelling, installation of subgrade and asphalt base as well as electrical installation in preparation for wiring at the Location to ensure that the standards for installation of substrate are met prior to the laying of the foundation and Court surfacing materials.
    - i. Recipient to excavate site 15" and compact existing subgrade.
    - ii. Recipient to excavate any soft areas identified by compaction.
    - iii. Recipient to prepare subgrade by adding 300mm of SGSB in uniform layers no thicker than 300mm and compact each layer to at least 100% Standard Proctor Density (ASTM D698), at a moisture content near optimum.
      - a. If base of excavation is wet, prior to placing SGSB, it is recommended placing a layer of drain rock at least 300mm over the wet areas and compacting surface with several passes of a vibratory compactor weighing at least 450kg.
    - iv. Recipient to coordinate electrical services to ensure appropriate wiring for LED court light installation
    - v. Recipient to provide all structural concrete footings as per design requirements, outlined by third party vendor Prairie Surfaces.

- c. **Dismantling and disposal:** ensuring that any existing play structures or ancillary site elements are dismantled and removed from the Location prior to the first date of Location construction including irrigation, demolition and capping of existing lines as may be required.
- d. **Tree removal:** responsible for necessary tree removals.

## 2. Site Security

- a. The Recipient will provide security fencing surrounding the perimeter of the site, including additional square footage allocated for vendor staging area, for the duration of construction and installation.
- b. During the build of the Court the Recipient will hire or use existing site security during overnight hours when vendors are not on site.

## 3. Ancillary On-site elements at Location

- a. **Ancillary Elements:** installation of all ancillary on-site elements at Location and all associated maintenance and upkeep shall be the responsibility of the Recipient, including but not limited to the following:
  - i. **Walkways:** the proposed Court will be installed in an area which can be accessed via a 2.0 m wide asphalt walkway to allow for two mobility devices to be side by side which will be installed by the Recipient. Access to the Court also to be available from the top of a curb or at grade within the play area, to be accessible by a lowered section of perimeter curb.
  - ii. **Landscaping:** Landscaping and other aesthetic features and elements at the Court Location.
  - iii. **Facilities:** Adjacent amenities to include accessible washrooms, accessible drinking fountains, picnic tables, benches or other seating areas.

## 4. Site Remediation at the Location

- a. The Recipient will be responsible for any landscape remediation required at the Location including areas directly impacted by site preparation and installation activities (e.g. access road, staging area). Exceptions listed within Schedule B.

## 5. Reporting Obligations

- a. The Recipient will provide project lead that will participate in the weekly project status calls and provide updates related to the Recipient's responsibilities.
- b. The Recipient will provide an annual report on the status of the Court to ensure, record and evidence that equipment, surfacing, ancillary on-site elements and branding at the Location are each maintained in good condition for the Usable lifetime of the Court.
- c. The Recipient to provide annual reporting summarizing the maintenance activities conducted in the year and current condition of the Court and Location

## 6. Court and Location Maintenance

- a. Pursuant to Section 4 of this Agreement, and following final acceptance of the Court, the Recipient will be responsible for the protection, upkeep and maintenance (including all

necessary repairs) of all Court equipment and ancillary Location and site elements at the Location for the Usable Lifetime of the Playground.

**SCHEDULE "B"****Jumpstart Gift**

Jumpstart will provide the following:

**1. Location Preparation**

- a. Jumpstart, with the support of third party vendor Prairie Surfaces, to apply geotextile cloth and grade to 1% for dual slope court construction. Laser grading recommended
- b. Jumpstart, with the support of third party vendor Prairie Surfaces, to install subgrade of 12" aggregate base in subsequent 6" lifts with 98% compaction to the appropriate dimensions.
- c. Jumpstart, with the support of third party vendor Prairie Surfaces, to install 3" asphalt base of HL3A Grade Asphalt, graded for 1% dual slope court construction to the appropriate dimensions.

**2. Multi Sport Court Equipment**

- a. Jumpstart will provide the Multi Sport Court equipment as described on the 'Multi Sport Court Equipment List' forming part of their Schedule 'B'

**3. Project Management**

- a. Jumpstart will engage the services of a third party vendor, Prairie Surfaces, to coordinate with the Recipient on site preparation requirement and oversee Court installation.
- b. Jumpstart will supervise and direct the work of Prairie Surfaces. Prairie Surfaces will serve as the Prime Contractor of the Project. Responsibilities may include:
  - i. Schedule of work, timing, material & equipment delivery:
  - ii. Coordination of subcontractors
  - iii. Construction plans
  - iv. Construction access and staging

**4. Multi Sport Court Design**

- a. Jumpstart will provide The Recipient with 2-dimensional renderings and 3-dimensional renderings of the Multi Sport Court design.

**5. Freight & Shipping**

- a. Prairie Surfaces to coordinate scheduling and timing of material and equipment delivery to the Location.

**6. Surfacing**

- a. Prairie Surfaces to inspect drainage of HL3A Grade Asphalt once completed.
- b. Prairie Surfaces will coordinate and oversee the installation of the Court surfacing and all equipment elements.
- c. Prairie Surfaces will coordinate any testing if required after surface is installed.

**7. Landscaping**

- a. Prairie Surfaces will minimize disturbance to the landscape area surrounding the Location where possible.
- b. A walkthrough will be conducted with Prairie Surfaces and a City representative prior to and after each contractor's phase on site.
- c. In the event of material disturbance outside the access road or area within the security fencing provided, Prairie Surfaces will be responsible for rehabilitating the landscape.

## Equipment List



### COURT COMPONENT LIST:

#### Shade Component List:

Superior Recreational Products "T" Shade L. 25'-0" x W. 20'-0", 4 Domes & 5 Columns – Total  
Finished Size - L. 100'-0" x W. 20'-0" - Quantity: Two

#### Accessible Table List:

Vista Site Furnishings PT008-A Accessible Table – Quantity: Six

#### Players Bench List:

12' Sport Systems Players Bench with backrest- Quantity: Six

#### Court Accessories:

Douglas Premier Pickleball Posts- Quantity: Four

Douglas Premier Pickleball Nets- Quantity: Four

Douglas Premier RD Tennis Posts- Quantity: One

Douglas TN-30DH Tennis Net- Quantity: One

Douglas Central Pipe Anchor: Quantity: One

Douglas Adjustable Central Strap: Quantity One

Douglas F-5 Series Fixed Basketball System- Quantity: Two

City Hoops Portable Traveller System- Quantity: Two

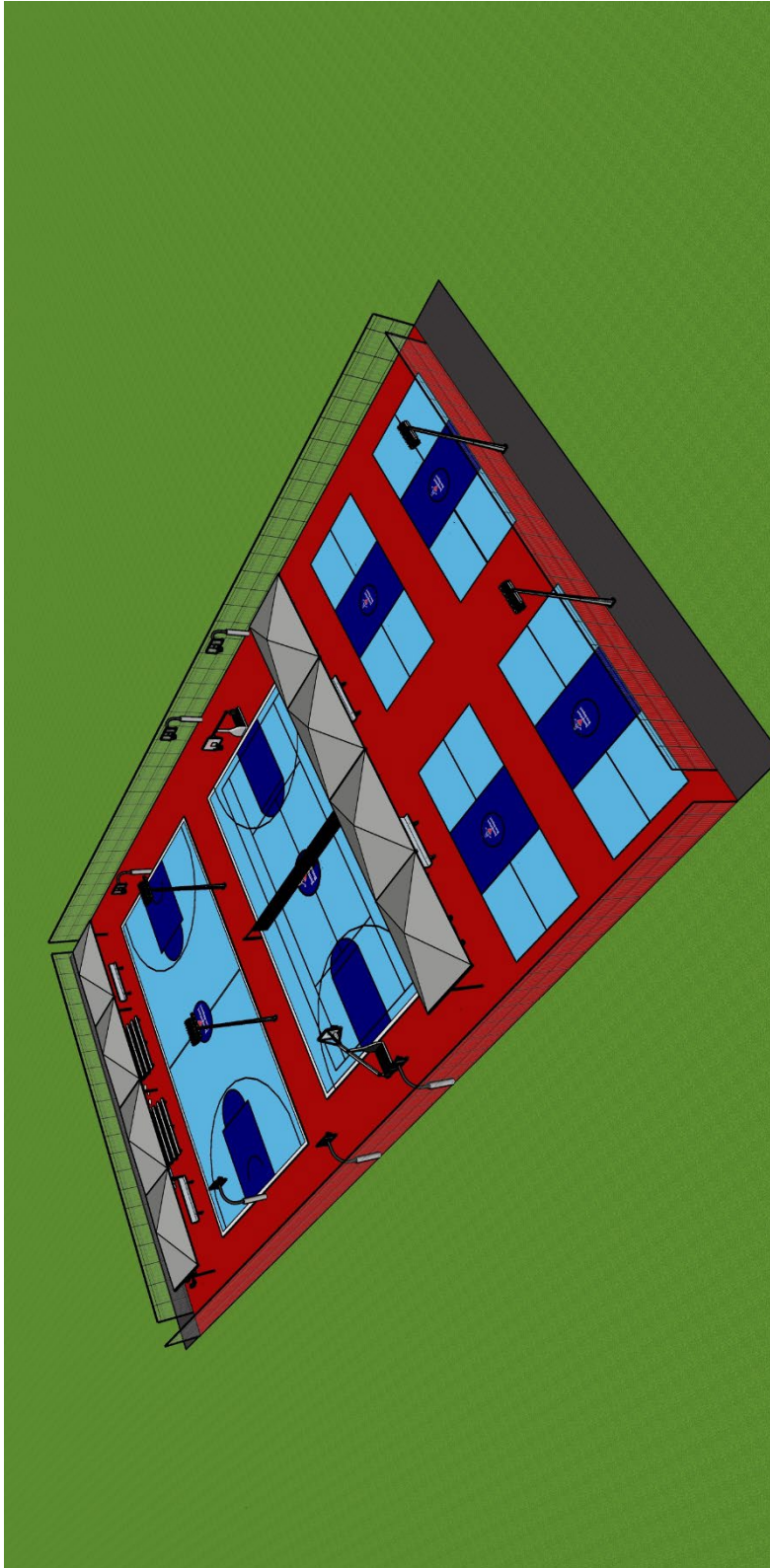
City Hoops Fixed Height System- Quantity: Eight

#### Accessible Bleacher List:

Sport Systems Canada BL-5TB-15DR-NC 5 Tier x 15' long bleacher. - Quantity: 2

Sport Systems Canada BL-IGB-12BR 2x6 HDPE sleeper system- Quantity: 2

Sport Systems Canada BL-3TB-15DR 3 Tier x 15' long bleacher- Quantity 2

**2D Site Plan**



**SCHEDULE "C"****Project Description**

The Gift Amount will be used for:

1. Jumpstart will provide Prairie Surfaces full payment for the following services as listed:

- i. Post Asphalt Core Drilling and Sleeve Installation
- ii. Supply and Install of Acrylic Surface Coating System
- iii. Supply and Install of Perimeter Court Fencing
- iv. Supply and Install of LED Lighting – with the exception of electrical hook up services
- v. Supply and Install of Sport Accessories as listed within Schedule B
- vi. Supply and Install of Accessible Bleacher facilities
- vii. Supply and install of all court-related Shade Structures

## SCHEDULE "D"

## JUMPSTART LOGO AND BRAND GUIDELINES

## Colour Specifications

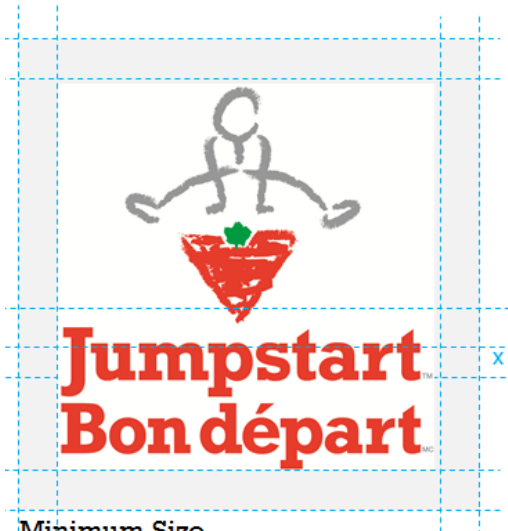


**Jumpstart<sup>™</sup>**  
**Bon départ<sup>™</sup>**

PANTONE (PMS®)	CMYK	RGB	HEX (ONLINE)	THREAD
PMS 485	100M / 100Y	238 37 36	#EE2524	18-1561 TCX
PMS 355	100C / 100M / 0	15 165 87	#06A557	15-5534 TCX
PMS BLACK	100K	0 0 0	#000000	19-4006 TCX
COOL GRAY 9	60K	128,130,132	#808080	

## Clear Space

To ensure that the logo is always clearly reproduced, and never obscured or compromised by other elements of a layout, an area of clear space must surround the logo.



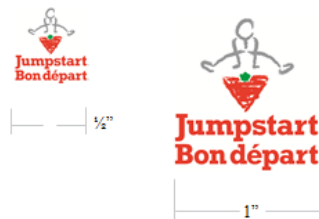
Clear Space for the logo is indicated by the grey shaded area surrounding it. This area ensures legibility and recognition of the logo. It should remain free of type, rules, photos, or any other elements of the layout.

The amount of clear space for the logo is defined by X. Regardless of the size of the logo, x is always equal to the height of the lowercase letters of the wordmark.

## Minimum Size

To ensure legibility, the Jumpstart logo should be no smaller than 1/2" wide for corporate use. For community partner use and most other applications the logo should be no smaller than 1" wide.

The minimum size of the Jumpstart logo with the tagline is 2.5" wide.



**SCHEDULE "E"****Gift Recognition**

The City will acknowledge Jumpstart's Gift as follows:

**1) Naming Rights**

- a) The Court will be named the Jumpstart Multi Sport Court and will be recognized as such on all official signage within the Court site.

**2) Signage**

- a) Jumpstart to provide temporary signage in the form of a minimum of four (4) hoarding signs (1.5m x 1.5m) to be displayed on construction perimeter fencing until the completion of the project.
- b) Directional signage provided by the City will include creative elements to be discussed in consultation with Jumpstart and the City.
- c) Jumpstart logos (2) will be located on the acrylic surfacing in accordance with Jumpstart brand guidelines
- d) One (1) Welcome sign to be provided by Jumpstart with space for donor recognition to be installed by the City in a location to be mutually agreed upon by both parties.

**3) Branded Court Components**

- a) The City will grant Jumpstart the opportunity to display its logo on the select Court components.

**4) Event Hosting**

- a) The City will provide Jumpstart with the opportunity to host one (1) Project milestone events on dates to be mutually agreed upon by both parties:
  - i) Court Celebration
- b) The City will provide a spokesperson for the event and representatives from the City will be in attendance.
- c) Event expenses incurred for the Court Celebration will be the responsibility of both the City and Jumpstart.

**5) Promotion and Public communications**

- a) Each party shall pre-approve in writing all promotions in connection with the Court or Location, including: advertising, social media, press releases, media materials and any other promotional support.
- b) Both parties agree that prior written consent shall be obtained from the other party before printing or broadcasting any marketing, media, promotional or other materials that refer to the either party in any manner.
- c) Each party shall provide the other with a minimum of three (3) business days to consider any such material.