

THIS SPONSORSHIP AGREEMENT made in duplicate as of the _____ day of February, 2024.

BETWEEN:

CANADIAN HOUSING AND RENEWAL ASSOCIATION, a non-profit corporation incorporated under the laws of Canada (the “CHRA”)

AND

THE CITY OF FREDERICTON, a local government under and by virtue of the *Local Governance Act*, SNB 2017, c.18, located at 397 Queen Street, Fredericton, New Brunswick, E3B 1B5 (hereinafter called the “Sponsor”)

(each a “Party”, collectively the “Parties”)

WHEREAS:

- A. CHRA is a member-based non-profit corporation incorporated under the laws of Canada that represents a diverse range of organizations, municipalities, and individuals dedicated to supporting and strengthening the Canadian housing sector through advocacy, research, partnership, and member services.
- B. Sponsor wishes to purchase, and CHRA wishes to sell, certain sponsorship benefits with CHRA.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual covenants and agreements contained in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are acknowledged), the Parties covenant and agree as follows:

1. **Recitals**

- 1.1 The Parties hereby confirm that the foregoing recitals are true and correct.

2. **Term**

- 2.1 Notwithstanding the date signed, and subject to earlier termination as provided for herein, the term of this Agreement shall commence on January 31st, 2024 (the “**Effective Date**”) and end on May 1st, 2024 (the “**Term**”).

3. **Renewal**

3.1 The Agreement may be renewed by the Parties on mutual agreement.

4. **Sponsorship Benefits**

4.1 Subject to the terms and conditions of this Agreement, and subject to the performance by Sponsor of its obligations under this Agreement including the payment of the Sponsorship Fee (as hereinafter defined), CHRA shall provide, during the Term, the sponsorship and other rights as set out hereto in Schedule "A" (collectively, the "**Sponsorship Benefits**").

5. **Sponsorship Fee**

5.1 In consideration of and subject to CHRA's provision of the Sponsorship Benefits and other undertakings hereunder, Sponsor shall pay CHRA the sponsorship fee as and when as set out hereto in Schedule "B" (the "**Sponsorship Fee**").

6. **Costs**

6.1 Unless otherwise specifically provided for herein, each Party shall be responsible for and bear all of its own costs and expenses incurred at any time in connection with the Agreement.

7. **License Grants**

7.1 Sponsor has the exclusive ownership of any and all right, title and interest in the Sponsor Marks, as well as any copyrights relating thereto. Except as provided in Section 7.2, CHRA agrees that it shall have no right, title or interest in the Sponsor Marks. CHRA has the exclusive ownership or any and all right, title and interest in the CHRA Marks, as well as any copyrights relating thereto. Except as provided in Section 7.3, Sponsor agrees that it shall have no right, title or interest in the CHRA Marks. For the purpose of this Agreement, "**Marks**" means an entity's trademarks, service marks, logos, brands or names, and "**Sponsor Mark**" and "**CHRA Mark**" means the Marks owned by Sponsor and CHRA, respectively.

7.2 Subject to the terms of this Agreement, Sponsor hereby grants CHRA a non-exclusive, non-assignable, royalty-free license to use during the Term the Sponsor Marks (without any modification or alteration thereof) in connection with providing the Sponsorship Benefits as contemplated by this Agreement.

7.3 Subject to the terms of this Agreement, CHRA hereby grants Sponsor a non-exclusive, non-assignable, royalty-free license to use during the Term the CHRA Marks (without any modification or alteration thereof) to advertise and promote Sponsor's sponsorship and relationship with CHRA.

- 7.4 Neither CHRA nor Sponsor (the “User”) shall use the Sponsor Marks or the CHRA Marks, as the case may be, for any purpose without the prior written consent of the owner of the Mark (the “Owner”). Once such consent has been obtained, the User may produce the identical materials on future occasions during the Term, in accordance with the terms herein, without seeking any further consent from the Owner.
- 7.5 All use of the Marks shall be in accordance with the specifications of the Owner as communicated from time to time pursuant to this Agreement. Each use is to be accompanied by the appropriate trademark, service mark, copyright, or other designation required by the Owner. At the reasonable request of the Owner, the User shall provide specimens of use of the Marks and the User shall make whatever change is required by the Owner to comply with the Owner’s specifications.
- 7.6 The User shall not make any changes to any item bearing the Owner’s Mark without the prior written consent of the Owner. All errors in the use of the Owner’s Mark will be corrected promptly by the User after notification thereof by the Owner.
- 7.7 The User shall not, directly or indirectly, at any time, dispute or contest the ownership, validity and enforceability of the Owner’s Mark, nor attempt or propose any act which may have the effect of depreciating the goodwill associated thereto.

8. **Insurance**

- 8.1 The Sponsor, shall at its own expense obtain and maintain for the Term, and any renewal term, the following insurance coverage:
- (a) Commercial General Liability
- (i) The policy shall provide a policy limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the services required to be delivered or performed under this Agreement. The Sponsor shall include the CHRA as an additional insured. The policy shall also contain cross liability and severability of interest.
- 8.2 The CHRA, shall at its own expense obtain and maintain for the Term, and any renewal term, the following insurance coverage:
- (a) Commercial General Liability
- (ii) The policy shall provide a policy limit of not less than Five Million Dollars (\$5,000,000.00) per occurrence for all claims arising out of bodily injury (including death), personal injury, and damage to property of others. Such policy shall not contain any exclusion that conflict with the services

required to be delivered or performed under this Agreement. The CHRA shall include the Sponsor as an additional insured. The policy shall also contain cross liability and severability of interest.

- 8.3 Each of the aforementioned policies in Section 8.1(a) and 8.2(b) shall have policy limits not less than five million dollars (\$5,000,000.00) per claim or occurrence, aggregate limits not less than five million dollars (\$5,000,000.00) within any policy year.
- 8.4 The insurance to be maintained by the Parties under this Section 8 shall:
- (a) be issued by financially sound insurers licensed to carry on business in the Province of New Brunswick or Canada;
 - (b) require the insurer to provide at least thirty (30) days' prior written notice of a material change in the policy or termination or cancellation of the policy to the additional insured;
 - (c) provide coverage for liability arising out of property damage, loss, personal injury (including death), or any other damage resulting from any act or omission of the Sponsor and CHRA, its officers, directors, employees, servants, and agents; and
 - (d) be primary insurance without right of contribution of any other insurance carried by the Sponsor or by the CHRA.
- 8.5 Prior to the signing of this Agreement, each Party shall deliver to the other certificates of insurance evidencing the insurance required under this Agreement is in effect. Thereafter and throughout the Term or renewal term, upon either Party's written request, each Party shall provide the other with copies of the certificates of insurance and policy endorsements for all insurance coverage required by this Section 8. Neither Party shall do anything to invalidate such insurance.
- 8.6 In the event a Party receives notice of cancellation, non-renewal, or reduction, the other Party shall, prior to the effectiveness of such cancellation, secure replacement insurance policies that meet the requirements of this Section 8.
- 8.7 This Section 8 shall not be construed in any manner as waiving, restricting, or limiting the liability of either Party for any obligations imposed under this Agreement (including but not limited to, any provisions requiring a Party to indemnify, defend, and hold the other harmless under this Agreement).

9. **Termination**

- 9.1 **Termination Upon Insolvency.** This Agreement shall terminate, effective upon delivery of written notice by a Party hereto, if the other Party:

- (a) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due;
- (b) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;
- (c) makes or seeks to make a general assignment for the benefit of its creditors;
- (d) is dissolved or liquidated or takes any corporate action for such purpose; or
- (e) applies for or has appointed a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

9.2 Termination Upon Default. Either Party may terminate this Agreement in the event of a default in performance of any obligation, representation or warranty under this Agreement and such default continues and is not remedied for a period of ten (10) days following written notice of default.

9.3 Termination by CHRA. CHRA may terminate this Agreement in the event Sponsor engages in conduct that harms, or would reasonably be expected to harm, CHRA or its reputation or which could reasonably be expected to lead to unwanted or unfavourable publicity to CHRA.

9.4 Notwithstanding Section 9.1, 9.2 and 9.3, either Party may, at its sole discretion, at no cost, terminate this Agreement without cause at any time prior to the expiration of the Term, or renewal term, upon giving thirty (30) days written notice of termination to the other Party.

9.5 Effect of Termination. Upon termination of this Agreement for any reason:

- (a) all licenses granted hereunder shall also terminate and each Party shall immediately cease using the other Party's Mark; and
- (b) the Parties shall be relieved of their respective obligations under Section 4 and Section 5.

10. Representations and Warranties

10.1 The Sponsor hereby represents and warrants to CHRA that:

- (a) it is a legal entity duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or formation;

- (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative(s) whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and
- (d) when executed and delivered by the Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.2 CHRA hereby represents and warrants to the Sponsor that:

- (a) it is a legal entity duly organized, validly existing, and in good standing as a corporation or other entity as represented herein under the laws of its jurisdiction of incorporation or formation;
- (b) it has the full right, power, and authority to enter into this Agreement, to grant the rights and licenses granted hereunder, and to perform its obligations hereunder;
- (c) the execution of this Agreement by its representative(s) whose signature is set forth at the end hereof has been duly authorized by all necessary corporate action of the Party; and
- (d) when executed and delivered by the Parties, this Agreement will constitute the legal, valid, and binding obligation of such Party, enforceable against such Party in accordance with its terms.

10.3 CHRA represents and warrants that the CHRA Marks and Sponsor's use thereof in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party or result in any further claims, demands, or actions.

10.4 Sponsor represents and warrants that the Sponsor Marks and CHRA's use thereof in accordance with this Agreement will not infringe, misappropriate, or otherwise violate any rights of any third party or result in any further claims, demands, or actions.

11. **Indemnification**

11.1 The Sponsor will indemnify, defend and hold harmless the CHRA, and each of its respective directors, officers, employees, contractors, consultants, agents and advisors (collectively, the "**Representatives**") from and against all actions, suits, claims, demands, losses, costs, charges, damages and expenses incurred, sustained or claimed by third parties, including reasonable legal fees, arising out of or resulting from any negligent act or omission or breach by the Sponsor or its respective Representatives.

11.2 The CHRA will indemnify, defend and hold harmless the Sponsor, and each of its respective directors, officers, employees, contractors, consultants, agents and advisors (collectively, the "**Representatives**") from and against all actions, suits, claims, demands, losses, costs, charges, damages and expenses incurred, sustained or claimed by third parties, including reasonable legal fees, arising out of or resulting from any negligent act or omission or breach by the CHRA or its respective Representatives.

12. **Force Majeure**

12.1 Neither Party will be liable or responsible to the other Party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by any acts of God, flood, fire, or explosion, epidemics, pandemics, war, terrorism, invasion, riot, or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labour stoppages or slowdowns, or other industrial disturbances, passage of law or governmental order, rule, regulation, or direction, or any action taken by a governmental or public authority, including but not limited to imposing an embargo, export or import restriction, quota, or other restriction or prohibition, or national or regional shortage of adequate power, telecommunications, or transportation facilities (each of the foregoing, a "**Force Majeure**"), in each case, provided that such event is outside the reasonable control of the affected Party, the affected Party provides prompt written notice to the other Party, stating the period of time the occurrence is expected to continue, and the affected Party uses diligent efforts to end the failure or delay and minimize the effects of such Force Majeure.

13. **Further Assurances**

13.1 Upon the CHRA's reasonable request, the Sponsor shall, at its own cost, execute and deliver all such documents and instruments, and take all such further actions reasonably necessary to give full effect to this Agreement.

14. **Relationship of Parties**

14.1 The relationship between the Parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.

15. **Confidentiality**

15.1 The Sponsor shall keep confidential the details of this Agreement together with all confidential information concerning the business and affairs of CHRA, which may come into its possession during the performance of its obligations under this Agreement. The

Sponsor shall not reveal the contents of this Agreement or any other confidential information without the express prior written consent of CHRA.

- 15.2 Notwithstanding, Section 15.1, the CHRA acknowledges that the Sponsor is subject to the *Right to Information and Protection of Privacy Act*, SNB 2009, c. R-10.6 ("RTIPPA"), as amended, with respect to the Personal Information, as defined thereunder, in its custody and control and has a duty to protect Personal Information by making reasonable security arrangements against unauthorized access, use, disclosure or disposal, in accordance with RTIPPA regulations. The CHRA agrees that the Local Government may disclose this Agreement or portions thereof as may be required pursuant to RTIPPA or a City Council approval process, and that such disclosure does not constitute a breach of confidentiality under this Agreement.

16. **Public Announcements**

- 16.1 Neither Party shall issue or release any announcement, statement, press release, or other publicity or marketing materials relating to this Agreement or use the other Party's Marks except as expressly permitted under this Agreement or with the prior written consent of the other Party, which shall not be unreasonably withheld or delayed.

17. **Notices**

- 17.1 Any notice, demand or other communication (in this Section 17, a "**notice**") required or permitted to be given or made under this Agreement must be in writing and may be sent either by registered mail, facsimile transmission, e-mail or personal delivery, to the following addresses:

In the case of a notice to CHRA, addressed to it at:

75 Albert Street, Suite 902

Ottawa, ON K1P 5E7

Attention: Julie McNamara

Email: jmcnamara@chra-achru.ca

In the case of a notice to the Sponsor, addressed to it at:

397 Queen Street

Fredericton, NB E3B 1B5

Attention: City Clerk

Email: cityclerk@fredericton.ca

- 17.2 Any such notice, in the case of facsimile transmission or personal delivery, shall be deemed to have been received and shall be effective on the date of delivery and in the

case of registered mail shall be deemed to have been received and shall be effective on the fifth (5th) business day following the date on which it is mailed.

18. **Headings**

18.1 The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

19. **Entire Agreement**

19.1 This Agreement, including the related schedules attached hereto, constitutes the entire agreement of the Parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

20. **Assignment**

20.1 Neither party may assign this Agreement in whole or in part without the express prior written consent of the other Party, which consent may not be unreasonably withheld. No permitted assignment will relieve the assigning party of any of its obligations under this Agreement.

21. **Amendment and Modification**

21.1 No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

22. **Waiver**

22.1 No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

23. **Severability**

23.1 If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

24. **Entire Agreement**

24.1 This Agreement including the Schedules hereto constitutes the entire agreement between the Parties and supersedes all prior correspondence, agreements, negotiations, discussions and understandings, whether written or oral.

25. **Disputes**

25.1 All disputes, questions or controversies arising out of, or in conjunction with, this Agreement, or in respect of any legal relationship associated with or derived from this Agreement, shall be finally resolved pursuant to *Arbitration Act, SNB, 2014, c.100*, as amended (New Brunswick). There shall be a single arbitrator. The place of arbitration shall be Fredericton, New Brunswick. The language of arbitration shall be English.

26. **Governing Law**

26.1 This Agreement and any dispute arising from or in relation to this Agreement are governed by, and interpreted and enforced in accordance with, the law of the Province of New Brunswick and any federal laws of Canada applicable therein. The Parties submit to the exclusive jurisdiction of the courts of the Province of New Brunswick, that is, any claim or dispute with respect to or in relation to this Agreement shall be determined by a court of competent jurisdiction within the Province of New Brunswick.

27. **Independent Legal Advice**

27.1 The Parties hereto acknowledge and confirm that they (i) have been advised to obtain independent legal advice with respect to execution of this Agreement and that they have obtained such advice or have waived the need for such independent advice; and (ii) have read and fully understand the terms hereof and that they intend to be bound hereby. In accordance with the foregoing, the general rule of construction to the effect that any ambiguities in a contract are to be resolved against the party drafting the contract shall not be employed in the construction and interpretation of this Agreement.

28. **Execution and Counterparts**

28.1 This Agreement may be executed and delivered in any number of separate counterparts (in original or electronic form), each of which when signed and delivered will be deemed an original, but all of which together will constitute one and the same instrument; however, this Agreement will be of no force or effect until executed by all Parties. The Parties shall be entitled to rely on executed signature pages delivered by facsimile or electronic mail and all such executed counterparts will be deemed for all purposes to be an original and when taken together such counterparts will constitute one and the same document.

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first above written.

CANADIAN HOUSING AND RENEWAL ASSOCIATION

Per: Julie McNamara
I have the authority to bind the corporation.

THE CITY OF FREDERICTON

Per: Kate Rogers
Mayor

Per: Jennifer Lawson
City Clerk

SCHEDULE "A"

SPONSORSHIP BENEFITS

CHRA grants to Sponsor the following Sponsorship Benefits, subject to the limitations set out herein:

- **EXCLUSIVE FEATURE OF LOGO ON CONGRESS MARKETING**
- **WELCOME REMARKS AT THE OPENING CEREMONIES**
- **TRADESHOW BOOTH (APRIL 10TH, 2024)**
- **A FREDERICTON THEMED PANEL DISCUSSION**
- **5 COMPLIMENTARY REGISTRATIONS FOR CITY STAFF MEMBERS**

SCHEDULE "B"

SPONSORSHIP FEE

In consideration of Sponsor providing the Sponsorship Benefits set out herein, Sponsor will pay the Sponsorship Fee as set out below:

The sponsorship fee is \$35,000 for 2024. CHRA will send an invoice with payment details once this Agreement is signed.

PROVINCE OF NEW BRUNSWICK

COUNTY OF YORK

AFFIDAVIT OF CORPORATE EXECUTION

I, Jennifer Lawson, of the City of Fredericton, in the County of York and Province of New Brunswick, **MAKE OATH AND SAY AS FOLLOWS:**

1. THAT I am the City Clerk of the City of Fredericton, one of the parties named in the foregoing instrument and as such I have personal knowledge of the matters herein deposed to.
2. THAT the seal affixed to the foregoing instrument purporting to be the seal of the City of Fredericton is the Corporate Seal of the City of Fredericton and was so affixed by order of the City Council.
3. THAT the signature “Kate Rogers” subscribed to the foregoing instrument is the signature of Kate Rogers, the Mayor of the City of Fredericton, and the signature "Jennifer Lawson" subscribed thereto is my signature.
4. THAT the Mayor and City Clerk are officers of the City of Fredericton duly authorized to execute the foregoing instrument.

SWORN TO BEFORE ME at the)
City of Fredericton, in the County)
of York and Province of New)
Brunswick, this ____ day of)
February 2024.)

_____)
A Commissioner of Oaths)
Being a Solicitor)

_____)
Jennifer Lawson