

THIS AGREEMENT made in duplicate this 1st day of January, 2007

B E T W E E N:

THE CORPORATION OF THE TOWN OF PELHAM

Hereinafter referred to as the "Town"

- AND -

1211858 ONTARIO LTD., carrying on business as The Voice of Pelham

Hereinafter referred to as the "Contractor"

WHEREAS the Town made a request for proposals to produce its Municipal and Community Services Brochure (the "Brochure") in each year;

AND WHEREAS the Contractor made a successful bid to produce the Brochure;

AND WHEREAS the parties wish to enter into an agreement to confirm the requirements for the production of the Brochure;

NOW THEREFORE THIS AGREEMENT WITNESSETH, that in consideration of the mutual covenants and agreements herein contained the parties hereto covenant and agree as follows:

1. The Contractor hereby agrees to produce the brochure in accordance with the requirements of the Town as amended from time to time, acting reasonably.
2. The term of this contract shall be for a period of three (3) years commencing as of January 1, 2007 and terminating as of December 31, 2009 (the "Initial Term") subject to earlier termination by the Town as provided for in this agreement and subject to a right of renewal as provided for in this agreement.
3. The Contractor shall be required to produce ten thousand (10,000) copies of the

Brochure for distribution. The final copy of the Brochure shall be ready for distribution no later than March 31st in each year of the term of this contract. In this regard, the Contractor shall be required to submit a draft version of the Brochure no later than March 15th in each year of the term of this contract. The Contractor shall also be required to provide by this latter date a plan, satisfactory to the Town, for distribution of the Brochure.

4. The size of the Brochure shall be not less than the "Pony" sized, stitched tabloid (16.5 cm. x 25 cm.). Smudge-proof ink shall be used in the production of the Brochure.
5. The Contractor shall be required to take approximately twenty-five (25) photographs for inclusion in the Brochure and the total number of pages for the Brochure shall be determined by the number of advertisers participating in the Brochure. It is estimated that the size shall be a minimum of ninety-six (96) pages in each year.
6. The Contractor will incur all costs in regard to the production of the Brochure and will be required to offset any of his expenses by the selling of advertising space in the Brochure. All advertising must reflect the vision statement, mission statement and principles and values of the Town as set out in Schedule "A", which statements, principles and values can be changed from time to time by the Town.
7. The Town shall provide its own editorial content in the form provided to the Contractor to be included in the production of the Brochure.
8. The Brochure shall not be produced in final form until such time as the Town has given its written approval of the draft form submitted pursuant to paragraph 3 above.
9. The Town reserves the right to cancel this agreement at any time, upon thirty (30) days notice in writing to the Contractor, if it is dissatisfied with the production of the Brochure in any

year or is dissatisfied with the work of the Contractor.

10. In the event that the Contractor wishes to renew this agreement it shall give written notice to the Town no later than one hundred and eighty (180) days prior to the end of the Initial Term, failing which this agreement shall terminate at the end of the Initial Term.

11. Any notice or other writing required or permitted to be given under this agreement or for the purposes hereof (referred to in this paragraph as a "notice") to any party shall be sufficiently given if delivered personally, or if sent by prepaid registered mail or if transmitted by fax or other form of recorded communication tested prior to transmission to such party:

(a) in the case of a notice to the Town at:

P. O. Box 400
20 Pelham Town Square
Fonthill, Ontario
L0S 1E0
Attention: Cheryl Miclette
Town Clerk
Fax: (905) 892-5055

(b) in the case of a notice to the Contractor at:

111 Highway # 20 East
Fonthill, Ontario
L0S 1E0
Attention:
Fax: (905) 892-0823

or at such other address as the party to whom such writing is to be given shall have last notified the party giving the same in the manner provided in this paragraph. Any notice delivered to the party to whom it is addressed as provided in this paragraph shall be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a business day then the notice shall be deemed to have been given and received on the business day next following such day.

Any notice mailed as aforesaid shall be deemed to have been given and received on the fifth business day next following the date of its mailing. Any notice transmitted by fax or other form of recorded communication shall be deemed given and received on the first business day after its transmission. For the purpose of this agreement "business day" shall mean a day other than Saturday or Sunday on which the commercial banks located at Fonthill, Ontario are open for business during normal banking hours.

12. This agreement is governed by the laws of the Province of Ontario.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the day and year first above written and as duly authorized by their proper officers in that behalf.

SIGNED, SEALED AND DELIVERED) THE CORPORATION OF THE TOWN OF

) PELHAM

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) PER: 

) DAVID AUGUSTYN - MAYOR

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) PER: 

) CHERYL MICLETTE - CLERK

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) 1211858 ONTARIO LTD.

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) PER: 

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