



AVIVA COMMUNITY FUND AGREEMENT

FUNDING OF IDEA # 15773

Riehl Skate Park

by

Aviva Canada Inc.

Congratulations! The Aviva Community Fund and Aviva Canada Inc. (Aviva) is pleased to award you funding for your idea as submitted online during the Aviva Community Fund Competition.

In order to transfer the funds to your project, the following Letter of Agreement must be read and signed by the person who will be responsible for managing the fulfillment of the winning idea and one Board member of the organization (in the case of schools, someone from the Board of Education). In addition, a budget should have been submitted outlining how the Aviva Community Fund's donation will be utilized.

*The person responsible for this project will be signing this Agreement on behalf of the **Town of Pelham** and will be expected to account for all expenditures, provide a report of these expenditures and in addition, provide a written report on the project progress periodically throughout 2013.*

This Letter of Agreement is made and entered into this the _____ day of _____, 2013 by and between Aviva Canada Inc. ("Aviva") and The **Town of Pelham** (the "Organization").

This Agreement sets forth the respective rights and obligations of the following parties, Aviva and the Organization, and both agree to the following:

1. TERM

The term of this Agreement shall commence on date of this Agreement and shall continue through to December 31, 2013 (the "Term"). The Term may be extended by Aviva at its sole discretion.

2. BACKGROUND

In 2012, Aviva ran an innovative competition; open to all permanent residents or citizens of Canada (met the conditions as set out in the Aviva Community Fund terms and conditions), inviting people to submit an idea about changing their communities by entering these ideas online. After three rounds of voting and evaluation by a panel of community citizens, **Riehl Skate Park** was selected by the panel of Judges to receive funding (the "Selected Idea").

3. DESCRIPTION OF PROJECT

Last fall, a teenage boy was struck by a car while riding his skateboard. His tragic death inspired one student from his school to submit a proposal to create a safe haven for skateboarders in the Town of Pelham. A skate park was proposed about twelve years ago but did not gain traction until this incident. Unfortunately, it was this misfortune that galvanized this community.

This idea was embraced not only by the school but by the whole community. The Town of Pelham has pledged the land for the park as well as funding to complete the project.

As Isaac Riehl was a well-respected member of his school and mourned by all there, this is a fitting memorial to a boy who was athletic, a true friend and admired by those who knew him.

Plans are being put into place now for a steering committee to oversee the design and construction of this skate park, dedicated to his memory. It is anticipated that it will be completed by September of 2013. According to the Terms of the competition, this project must be wrapped by December 31, 2013 with the final report received by December 15, 2013.

4. FINANCIAL COMMITMENT

The finalist ideas were judged and winners were chosen from each financial category based on the ranking of the judges. The Organization was selected as the winner in the category of Large - \$100,000 to \$150,000

Aviva is now making a total donation of **\$115,000** to the Organization.

5. PAYMENT SCHEDULE

The total amount of **\$115,000** will be payable to the Town of ^{Pelham}~~Canara~~, in the installments and on the dates noted below:

Amount: \$ 40,000 August 1, 2013

Amount: \$ 33,500 September 1, 2013

Amount: \$ 30,000 October 1, 2013

The Organization will invoice Aviva for the installment payments one month in advance of the payment date, with the exception of the first invoice. The invoices will be sent to Sue Bochner + Associates for approval by email: sue@suebochner.com (or as directed by Aviva).

The final 10% of the project fee will be released upon receipt of the Final Report.

Amount: **\$11,500** will be payable upon receipt of the Final Report of the project, which must be received prior to December 15, 2013.

6. OBLIGATIONS OF AVIVA AND THE ORGANIZATION

(I) AVIVA:

- a. Will donate **\$115,000** to be the sponsor of the Riehl Skate Park.
- b. Will expect that the total sponsorship funding of **\$115,000** will be utilized as outlined in the idea submission as posted on the Aviva Community Fund competition. The submission will be appended to this Agreement.

- c. Will provide the Organization relevant Aviva logos, content, and other materials when appropriate.
- d. Will have the right to review and approve all materials that mention this sponsorship or either Aviva's or the Aviva Community Fund's name and/or logo in connection with the sponsorship contemplated in this Agreement prior to any publication, and with 10 days' notice. Such approval not to be unreasonably withheld.
- e. Will have the right to use the Organization's Idea and logo for promotions and other opportunities from time to time, with the Organization's prior approval.
- f. Will communicate information about this Selected Idea and its progress to Aviva employees and/or clients across the country.
- g. Will share its experience of the Aviva Community Fund 2012 competition and of the projects' winning ideas with other Aviva subsidiaries worldwide.
- h. Will communicate information about the winning ideas, including the Selected Idea, to its brokers, especially those in the geographic location of the winning ideas

(II) THE ORGANIZATION:

- a. Will release, indemnify, and waive all claims against Aviva with respect to any intellectual property or other proprietary rights, rights of privacy and publicity, rights of attribution, or any other liability under the governing law of Canada and shall hold it harmless from any such claims.
- b. Will agree to have representatives of public relations organizations or Aviva communications staff to contact the Organization with requests for additional information about the Selected Idea. As the Selected Idea creator, the Organization agrees to allow Aviva to provide the email address used during registration to public relations organizations for the use of contacting the Organization directly for press inquiries or stories regarding the Selected Idea submission.
- c. Will agree to the possibility that Aviva's partners may choose to feature the contents of the submission in news stories and promotional materials.
- d. Will undertake to complete the Selected Idea as submitted to the online competition. Should there be a necessity to deviate from the original submission of the idea, then permission would be required from Aviva, prior to any change or deviation being made.

- e. Will utilize the sponsorship payments from Aviva provided for herein only in the manner described in the idea submission in the Aviva Community Fund competition.
- f. Will acknowledge that the total financial commitment for 2013 from Aviva cannot exceed **\$115,000** and funds must be spent on items spelled out in the proposal guidelines, form or in the requested budget.
- g. Will recognize Aviva as the funder of the Selected Idea or a specific portion of the idea and where possible will display the Aviva logo and the Aviva Community Fund identification – (location on any materials to be mutually agreed upon and for as long as the location is related to the Selected Idea).
- h. Will provide Aviva's representative, Sue Bochner + Associates Ltd., with status reports on the progress of the idea and financial reports, as identified in this Agreement.

First Report:	June 1, 2013
Second Report:	August 1, 2013
Third Report	September 1, 2013
Final Report:	Prior to the end of December 2013

- i. Will, where appropriate, identify Aviva and the Aviva Community Fund on the Organization's website (specifically, on the homepage, where possible).
- j. Will agree to allow Aviva to reference the Selected Idea on its website and on any other appropriate material throughout 2013 and beyond.
- k. Will agree, should there be any events associated with the Selected Idea, to identify Aviva and the Aviva Community Fund as the sponsor of the Selected Idea, with appropriate banners, logos on printed materials and any other objects associated with this event. Aviva shall be given reasonable notification of any event associated with the Selected Idea.
- l. Will seek Aviva's permission and approval for any use of its logo.

7. WEBSITES

It is agreed that the logos of both the Organization and Aviva and/or Aviva Community Fund brands will appear on each respective website, on the homepage if possible (should the project have a website) in French and English.

There will be a mention of the sponsorship on all websites with references to the other's site or a hyperlink installed.

8. LOGOS

It is understood that any use by a party of the name, logo or trademark of the other party for publicity purposes or public awareness must have the prior approval of the other party.

9. CONFIDENTIALITY

During and after the term of this Agreement, the Organization shall not utilize or disclose to anyone, without the prior written consent of Aviva, business plans, results, trade practices and any other business and confidential information of Aviva divulged to the Organization by Aviva. And likewise, Aviva will not utilize or disclose to anyone, without the prior written consent of the Organization business plans, results, trade practices and any other business information of the Organization divulged to Aviva by the Organization.

10. RIGHTS – as written in the Terms and Conditions from the Aviva Community Fund website:

The Organization irrevocably assign to Aviva all rights (including copyrights) in the Selected Idea or expressions of the Selected Idea that the Organization provides on or through the Aviva Community Fund competition website, including without limitation the Idea entry and all comments, suggestions, graphics, Ideas, and other information or materials the Organization submits in the Selected Idea entry and Comments and otherwise on or through the Aviva Community Fund competition website (collectively, "User Content"), all of which will become and remain the exclusive property of Aviva, including any future rights associated with such materials.

Aviva and its licensees and designees shall have the right to use, reproduce, modify, adapt, publish, create derivative works from, distribute, and display the User Content for any purpose (including without limitation for purposes of advertising, publicizing, and promoting the Aviva Community Fund competition or other versions of Aviva Community Fund,

and/or Aviva or its affiliates whether in Canada or around the world), in any media whatsoever, now or hereafter known, throughout the universe in perpetuity, without compensation (monetary or otherwise) or notice to the Organization (collectively, "Usage Rights"). Notwithstanding the foregoing, the Organization (and applicable third parties) shall retain all ownership rights to any support material the Organization provides, but hereby grant to Aviva and its licensees and designees all Usage Rights (subject to any limitations specifically identified to Aviva in writing with respect to any third-party element incorporated in the support material).

11. DISCLAIMER; WARRANTIES; LIABILITY

The Organization shall have no liability or accept any responsibility for damages or loss whatsoever, whether or not resulting from negligence on its part, arising from or caused by, Selected Idea, the Organization in implementing the Selected Idea or any third party acting on behalf of the Organization relating to the Selected Idea or otherwise.

Further, other than as provided in this agreement, Aviva makes no other representations, warranties or conditions express or implied, statutory or otherwise regarding any matter.

Aviva shall not be liable for any indirect, special, incidental, or consequential damages including, without limitation, lost profits or other economic loss arising under this agreement. This limitation of liability will apply regardless of the form of action, whether in contract or tort, including negligence and independent of any failure of essential purpose of the remedies provided hereunder, and shall apply whether or not a party has been apprised of the possibility of such damages.

12. GENERAL

Entire Agreement. This Agreement and all attached schedules, appendices and amendments sets forth the entire agreement between the Parties with respect to the matters referred to herein and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter contained herein other than those set forth in this Agreement.

Severability. If any provision of this Agreement is determined by an arbitrator or a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions thereof, and each provision is hereby declared to be separate, severable and distinct. To the extent that any such provision is found to be invalid, illegal

or unenforceable, the Parties shall substitute for such provision, to the extent possible, a new provision with content, purpose and effect as close as possible to the provision so determined to be invalid, illegal or unenforceable.

Force Majeure. In the performance of this Agreement, or any obligation hereunder is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion or other casualty or accident of God; war or other violence; any law order, regulation, ordinance, demand or requirement of any governmental authority; or any other act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference, provided, however, that the party so affected shall take all reasonable steps to avoid or remove such cause of non-performance and shall resume performance hereunder with dispatch whenever such causes are removed. Notwithstanding the foregoing, industrial disputes, including strikes or labour unrest shall not give rise to an event of Force Majeure.

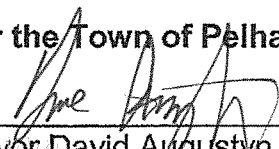
Publicity. The Organization shall not publicize or disclose the terms of or existence of this Agreement without the prior written consent of Aviva.

Language. This Agreement has been drawn up in English at the request of the parties. Les parties ont convenu que la présente entente soit rédigée en anglais.

Governing Law. This Agreement shall be governed by and its provisions construed in accordance with, the laws of the Province of Ontario and, where relevant, Canada, and any claims, actions, causes of actions or any other legal proceedings respecting this Agreement shall be brought in the Province of Ontario.

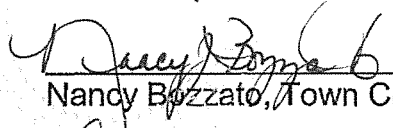
This agreement is acceptable to the parties below:

For the Town of Pelham:



Mayor David Augustyn, Mayor

4 April 2013
Date:



Nancy Bozzato, Town Clerk

April 3, 2013
Date

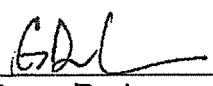
For Aviva Canada Inc.:



Debra Ambrose
Senior Vice President, Marketing & Sales and Operations

Date:

March 21, 2013



Gerry De Lauro
Vice President, Marketing

Date:

Mar 18, 2013