



PO Box 21624 Little Italy
Vancouver, BC V5L 5G3

AGENCY AGREEMENT dated effective the __ of _____, ____ (the "Effective Date")

BETWEEN:

KIDS UP FRONT FOUNDATION VANCOUVER ("KUF")

PO Box 21624 Little Italy,
Vancouver, BC V5L 5G3

-AND-

Agency Name: _____

Address: _____

City: _____ Prov: _____ Postal Code: _____

(the "Agency", together with KUF the "Parties", each individually a "Party")

WHEREAS KUF obtains entertainment, educational and recreational event tickets from various donors (the "Event Tickets") and works with various agencies, including but not limited to: registered charities, non - profit societies, government agencies, and schools to provide opportunities to high needs children, youth and families facing financial, and/or social barriers in our community;

AND WHEREAS the Agency agrees to enter into this Agency Agreement (the "Agreement") to be eligible to receive the Event Tickets from KUF;

AND WHEREAS this Agreement shall govern the terms and conditions by which the Event Tickets: (i) are distributed by KUF, in its sole discretion, to the Agency and; (ii) are subsequently distributed by the Agency to youth and children, of 18 years age and younger, who are connected with the Agency and are experiencing financial and/or social barriers, along with their respective parents, guardians and supervisors, as the case may be (the "Recipients");

NOW THEREFORE, in consideration of KUF providing the Event Tickets to the Agency and such further and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby acknowledge and agree as follows:

1. RELATIONSHIP OF THE PARTIES

1.1 The Parties agree and acknowledge that they must execute this Agreement in order for the Agency to become eligible to receive Event Tickets.

1.2 The Agency acknowledges and agrees that it is not an employee, agent, or partner of KUF and at no time will the Agency represent or hold itself out to have any relationship with KUF other than as a Party to the Agreement.

2. REPRESENTATIONS AND WARRANTIES OF THE AGENCY

2.1 The Agency represents and warrants that it is a corporation, organization or other entity, in good standing under the laws under which it is constituted, and has all necessary power, authority and capacity to enter into and carry out its obligations under the Agreement.

3. OBLIGATIONS OF THE AGENCY

3.1 The Agency shall appoint one or more key contact persons for KUF (each, an "Experience Coordinator"). The Agency covenants to: (i) provide KUF with the contact information for each Agency Experience Coordinator; and (ii) provide prompt written notice to KUF of any and all changes to Agency Experience Coordinators, and/or Agency Experience Coordinators' contact information to facilitate communication between KUF and the respective Agencies and to allow KUF to promptly contact Agency Experience Coordinators to disseminate Event Tickets.

3.2 The Agency Experience Coordinator(s) are responsible for carrying out the Agency's responsibilities under this Agreement, which include but are not limited to: (i) attending training as prescribed by KUF from time to time; and (ii) offering Event Tickets to potential Recipients in a clear and timely fashion.

3.3 The Agency agrees that it will not sell or exchange the Event Tickets under any circumstances for any form of compensation, including but not limited to, any monetary compensation, goods, or services, and that it will not distribute or provide the Event Tickets to individuals who are not Recipients. Without limiting the generality of the foregoing, the Agency agrees that it shall not, under any circumstances, be allowed to use Event Tickets: (i) directly or indirectly for Agency fundraising purposes; (ii) to compensate the staff of the Agency; and (iii) for any other internal purpose.

3.4 The Agency agrees that it shall only distribute the Event Tickets to Recipients and shall not distribute the Event Tickets to staff or volunteers unless those staff or volunteers are acting as chaperone to the Recipients, and that it shall take all steps reasonably necessary to ensure that the Recipients that received the Event Tickets use the Event Tickets. If Recipients are unable to use any Event Tickets, Agency Ticket Contact(s) are required to notify KUF and to include a reasonable explanation.

3.5 Event Tickets may be distributed electronically, available for pick-up from KUF, or at will call at the venue.

3.6 The Agency agrees that it shall make all reasonable efforts to ensure Event Tickets are allocated and distributed to Recipients who are available to use the tickets, and if it is unable to identify any such Recipients or has Event Tickets returned, that the Event Tickets must be returned to KUF (even if under 24 hours' notice). The Agency acknowledges that KUF is not open on the weekends and that efforts to return the Event Tickets shall be made in accordance with such acknowledgement.

3.7 The Agency shall bear the risk of and be responsible for any lost, stolen and missing Event Tickets. If Event Tickets are lost, stolen or otherwise missing, the Agency shall notify KUF immediately. KUF is not responsible for replacing lost, stolen, or missing Event Tickets.

3.8 Drugs and/or alcohol are not to be consumed by Recipients before, during, or directly after attending any event accessed with Event Tickets.

3.9 The Agency shall provide KUF with a written report specifying the use of the Event Tickets (the "Report") when asked by KUF to provide such Report. KUF reserves the right to request a Report at any time.

4. ANNUAL PARTNER AGENCY FEE

4.1 There is a \$195 Annual Partner Agency Fee ("Fee"). The Fee is billed in early December and due by December 31st for the following year. For new Agencies registering after January 31st, the Fee will be prorated. Tickets will only be distributed to Agencies where the Fee has been received by Kids Up Front. Fees help support program costs incurred in the development and delivery of the opportunities for the Agencies.

5. INSURANCE, LIABILITY AND INDEMNITY

5.1 The Agency shall obtain and maintain general liability and all risks insurance in a form and substance that covers the use of this Agreement and in an amount not less than \$2,000,000 in Canadian dollars (the "Insurance"). KUF is under no obligation to provide any general liability and all risks insurance to the Agency.

5.2 The Agency shall provide the certificates of insurance (the "Certificate") at the execution of this Agreement, at each renewal date of such insurance and from time to time upon the reasonable request of KUF. In the event the Agency does not have Insurance at execution, the Agency shall provide the Certificate no later than 15 days following execution of this Agreement.

6. LIABILITY AND INDEMNITY

6.1 The Agency covenants and agrees to indemnify and hold harmless to the maximum extent permitted by law, KUF, its officers, directors, employees, contractors, insureds, and assigns (each an "Indemnified Person" and collectively, the "Indemnified Persons"), from and against any and all losses, claims, suits, proceedings, investigations, costs, demands, damages, debts, dues, penalties, bonds, covenants, contracts, expenses, actions, and causes of action, liabilities or expenses of whatsoever nature or kind, whether in law or in equity, whether direct, indirect or consequential, and by reason of any cause whatsoever, including but not limited to negligence, breach of contract, or breach of any statutory, regulatory, or other duty of care in respect of any death, injury, loss, or damage to person or property and any and all liability, leases, damages, fines, costs, legal fees or penalties of whatever kind and however caused in connection with any action, suit, proceeding, investigation or claim that may be made

or threatened against any Indemnified Person or in enforcing this indemnity (collectively, "Claims"), to which an Indemnified Person may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, this Agreement, including but not limited to the distribution of the Event Tickets by KUF, the use and distribution of the Event Tickets by the Agency, and the use of the Event Tickets and the attendance at any such events by the Recipient(s), and to reimburse each Indemnified Person, upon demand, for any legal or other expenses incurred by such Indemnified Person in connection with any Claim.

6.2 The Agency acknowledges and accepts that in the event of any Claims relating to, arising from, or in connection with this Agreement, KUF shall not accept any responsibility. The Agency covenants and agrees not to make any Claims or pursue any proceedings against an Indemnified Person, whether under the provisions of any statute or otherwise, with respect to any Claims arising from or relating in any way to the this Agreement, including but not limited to the distribution of the Event Tickets by KUF, the use and distribution of the Event Tickets by the Agency, and the use of the Event Tickets and the attendance at any such events by the Recipient(s), notwithstanding that either or both of the Claims may arise from KUF's negligence, willful act or omission or other conduct, breach of contract, or breach of any statutory, regulatory, or other duty of care.

6.3 For greater certainty, and without limiting the foregoing, the Agency is responsible for ensuring the standards of behavior for the Recipient(s) using Event Ticket(s), is in accordance with the KUF Policies.

6.4 Each of the Parties acknowledge it has had adequate time to review this Agreement, particularly as it relates to this section 5, prior to execution and have obtained their own independent legal advice with respect to the terms and conditions of this Agreement prior to its execution. Each Party acknowledges that it is freely and voluntarily entering into this Agreement, without duress or undue influence. Each Party acknowledges that the contra proferentem rule shall not apply in interpretation of the provision hereunder or any issues of ambiguity with respect thereto.

7. TERMINATION

7.1 Either of the Parties may terminate this Agreement upon seven business days written notice to the other Party. Once the seven business days lapse, the relationship between the Parties shall be deemed terminated and the Agency will immediately return any undistributed Event Tickets to KUF. Fees will not be refunded.

7.2 The Agency acknowledges and agrees that if it breaches this term or any other term of this Agreement that any distribution of Event Tickets may be suspended at the sole discretion of KUF, or KUF may terminate this Agreement effective immediately.

8. PRIVACY AND PROMOTIONAL MATERIAL

- 8.1 The Agency acknowledges and agrees that it is responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of any and all personal information collected, used or disclosed by the Agency in connection with the Agreement and its relationship with KUF, including but not limited to the British Columbia Personal Information Protection Act ("PIPA") and the Personal Information Protection and Electronic Documents Act ("PIPEDA") (the "Privacy Laws").
- 8.2 KUF agrees that all information it collects shall be collected, used and disclosed in accordance with the KUF Privacy Policy (the "KUF Privacy Policy"), as found on our website.
- 8.3 The Agency, alone or in cooperation with KUF, agrees to make every effort to gain written consent from the Recipients, in a form acceptable to KUF, regarding the Recipients' participation in any KUF promotional events including but not limited to photographs, video, and social media.
- 8.4 The Parties agree that they will obtain the other Party's prior written approval and consent prior to the use of the other Party's logos or promotional materials.
- 8.5 The Agency acknowledges that KUF may use impact stories from Recipients from the Agency, arising from the use of an Event Ticket by a Recipient, and these impact stories may be posted on the KUF website or other forms of social media and may be used in KUF advertising or funding proposals from time to time. KUF shall obtain consent, as applicable, from a Recipient or guardian prior to using a Recipient's impact story, in accordance with applicable Privacy Laws and KUF's Privacy Policy.

9. ASSIGNMENT

- 9.1 There shall be no transfer or assignment of this Agreement without the prior written consent of KUF, such consent may be withheld at KUF's sole discretion.

10. SEVERABILITY

- 10.1 If any provision of the Agreement or its application to any Party or circumstance is determined by a court of competent jurisdiction to be illegal, invalid, or unenforceable, it will be ineffective only to the extent of its illegality, invalidity or unenforceability.

11. ENTIRE AGREEMENT

- 11.1 This Agreement constitutes the entire agreement between the Parties with respect to the subject matter of this Agreement and supersedes all other understandings, agreements, representations (including misrepresentations, negligent, or otherwise), negotiations, communications, and discussions, written, or oral, made by the Parties with respect thereto. There are no representations, warranties, terms, conditions, covenants or other understandings, express or implied, collateral, statutory or otherwise, between the Parties, except as expressly stated in this Agreement. The Parties have not relied and are



not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

12. GOVERNING LAW

12.1 This Agreement will be construed, interpreted, and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the exclusive jurisdiction of the courts of British Columbia and irrevocably waives objection to the venue of any proceeding in those courts or that those courts provide an inconvenient forum.

13. DELIVERY

13.1 This Agreement may be executed in any number of counterparts (including counterparts by facsimile), each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument. Delivery by facsimile or by electronic transmission of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement. Any Party delivering an executed counterpart of this Agreement by electronic transmission shall also deliver an originally executed counterpart of this Agreement, but the failure to deliver an originally executed copy does not affect the validity, enforceability or binding effect of this Agreement.

KIDS UP FRONT FOUNDATION VANCOUVER

Lisa Zastre, President

Date: _____

AGENCY: _____

Executive Director or authorized representative:

Date: _____