



**2025 AGENCY AGREEMENT** dated effective

the \_\_\_\_\_ of \_\_\_\_\_, \_\_\_\_\_ (the "Effective Date")  
day month year

BETWEEN:

**KIDS UP FRONT FOUNDATION (Vancouver)**  
**Suite 334**  
**#186 – 8120 No. 2 Road**  
**Richmond, BC V7C 5J8**  
**("Kids Up Front")**

-AND-

Agency Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_, BC Postal Code: \_\_\_\_\_

**[INSERT FULL LEGAL NAME OF THE AGENCY AND ADDRESS]**

(the "**Agency**", together with Kids Up Front the "**Parties**", each individually a "**Party**")

**WHEREAS** Kids Up Front 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 Kids Up Front;

**AND WHEREAS** this Agreement shall govern the terms and conditions by which the Event Tickets: (i) are distributed by Kids Up Front, 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 or supervisors, as the case may be (the "**Recipients**");

**NOW THEREFORE**, in consideration of Kids Up Front 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:

**Joy. Inclusion. Strong Communities. Enriching Experiences.**



## 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 Kids Up Front and at no time will the Agency represent or hold itself out to have any relationship with Kids Up Front other than as a Party to the Agreement.

## 2. REPRESENTATIONS AND WARRANTIES OF THE PARTIES

- 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.
- 2.2 Kids Up Front 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 acknowledges and agrees that:
  - (a) it has received, reviewed, and understands the policies of Kids Up Front as set out in the Kids Up Front Agency Policy Handbook which may be amended from time to time (the "**Kids Up Front Policies**"), attached as Schedule "A";
  - (b) it shall abide by the Kids Up Front Policies, including all amendments which are notified to the Agency in writing, and the Kids Up Front Policies and all amendments thereto are incorporated into and form part of this Agreement.
- 3.2 The Agency shall appoint one or more key contact persons for Kids Up Front (each, an "**Experience Coordinator**"). The Agency covenants to: (i) provide Kids Up Front with the contact information for each Experience Coordinator; and (ii) provide prompt written notice to Kids Up Front of any and all changes to an Experience Coordinator, and/or such Experience Coordinator's contact information to facilitate communication between Kids Up Front and the Agency, and to allow Kids Up Front to promptly contact each Experience Coordinator to disseminate Event Tickets.
- 3.3 Each Experience Coordinator is responsible for carrying out the Agency's responsibilities under this Agreement, which include but are not limited to: (i) attending training as prescribed by Kids Up Front from time to time; and (ii) offering Event Tickets to potential Recipients in a timely fashion.
- 3.4 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; or (iii) for any other internal purpose.

- 3.5 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 reasonable steps to ensure that the Recipients that received the Event Tickets, use the Event Tickets. If Recipients are unable to use any Event Tickets, the relevant Experience Coordinator(s) are required to notify Kids Up Front and to provide a reasonable explanation.
- 3.6 Event Tickets may be distributed electronically, available for delivery to the agency, or at will call at the event venue. Kids Up Front Vancouver no longer has a physical office location. The Agency agrees that it is responsible for any costs associated with the delivery of all physical Event Tickets, as applicable or required, at either the will call desk at the event venue other arrangements that may be made from time to time.
- 3.7 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 Kids Up Front (even if under 24 hours' notice). The Parties acknowledge that Kids Up Front is not open on the weekends and that efforts to return the Event Tickets shall be made in accordance with such acknowledgement.
- 3.8 The Agency shall bear the risk of and be responsible for any lost, stolen, or missing Event Tickets. If Event Tickets are lost, stolen, or otherwise missing, the Agency shall notify Kids Up Front immediately. Kids Up Front is not responsible for replacing lost, stolen, or missing Event Tickets.
- 3.9 The Agency shall inform the Recipients that the Recipients must conform to the standards of behaviour required by this Agreement and Kids Up Front Policies, including the prohibition on the consumption of drugs and/or alcohol on or at the event site, before, during and after attending any event accessed with Event Tickets, and that failure to adhere to the standards of behaviour required by this Agreement and Kids Up Front Policies may result in the relevant Recipients becoming ineligible for any future Event Tickets, in Kids Up Front's sole discretion. The Parties acknowledge that with the exception of instances when the Agency's staff or volunteers are chaperoning the Recipients before, during, or after attending an event accessed with Event Tickets, the Agency has limited ability to monitor the conduct of the Recipients.
- 3.10 The Agency shall provide Kids Up Front with a written report specifying the use of the Event Tickets (the "**Report**") when requested by Kids Up Front to provide such Report. Kids Up Front reserves the right to request a Report at any time.

#### 4. INSURANCE

- 4.1 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**"). Kids Up Front is under no obligation to provide any general liability and all risks insurance to the Agency.
- 4.2 The Agency shall provide the certificates of insurance (the "**Certificate**") at the date of execution of this Agreement, at each renewal date of such insurance and from time to time upon the reasonable request of Kids Up Front. In the event that the Agency does not have Insurance as of such date, the Agency shall provide the Certificate no later than 15 Business Days following execution of this Agreement. For the purposes of this Agreement, a "**Business Day**" shall mean any day other than a Saturday, Sunday or any other day on which banks located in the Province where the Agency is located in, are authorized or required by law to be closed for business.

## 5. LIABILITY AND INDEMNITY

- 5.1 The Agency shall indemnify, defend and hold each director, officer, employee, contractor, volunteer, agent and assign of Kids Up Front (each a "**Kids Up Front Indemnified Person**") harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, charges, and disbursements, and the cost of pursuing any insurance providers ("**Loss**") resulting from any bodily injury, death of any person, or damage to real or personal property in connection with the acceptance, use and distribution of the Event Tickets by the Agency or the use of the Event Tickets and attendance at any such events by the Recipient(s) arising out of any negligence, breach of duty of care, or omission of the Agency in the performance of its obligations under this Agreement, including but not limited to failure to abide by the Kids Up Front Policies, except those Claims (as defined below) directly resulting from Kids Up Front's gross negligence, willful misconduct or bad faith failure to materially comply with any of its material obligations set forth in this Agreement.
- 5.2 Kids Up Front shall indemnify, defend and hold each director, officer, employee, contractor, volunteer, agent and assign of Agency (each an "**Agency Indemnified Person**") harmless from and against any and all Loss resulting from any bodily injury, death of any person, or damage to real or personal property in connection with the acceptance, use and distribution of the Event Tickets by the Agency or the use of the Event Tickets and attendance at any such events by the Recipient(s) caused by the gross negligence or willful misconduct of Kids Up Front, except those Claims (as defined below) directly resulting from Agency's negligence, willful misconduct or bad faith failure to materially comply with any of its material obligations set forth in this Agreement.
- 5.3 The Party being indemnified under this Agreement (the "**Indemnified Party**") shall promptly notify the Party providing the indemnity under this Agreement (the "**Indemnifying Party**") in writing of the discovery of any facts or circumstances that the Indemnified Party has determined could give rise to an indemnification claim under this section (a "**Claim**"), and if requested by the Indemnifying Party, cooperate with the Indemnifying Party at the Indemnifying Party's sole cost and expense. The Indemnified Party shall take all reasonable steps to mitigate any Loss upon becoming aware of any event or circumstance that would be reasonably expected to, or does, give rise thereto, including

incurring costs only to the minimum extent necessary to remedy the breach that gives rise to such Loss.

- 5.4 The Indemnifying Party shall take control of the defense and investigation of the Claim, at the Indemnifying Party's sole cost and expense. The Indemnifying Party shall not settle any Claim in a manner that adversely affects the rights of the indemnified Party without the Indemnified Party's prior written consent, unless the settlement results in a complete release of the Indemnified Party from all Claims. The Indemnified Party may participate in and observe the proceedings for the Claim at its own cost and expense with counsel of its own choosing.
- 5.5 The Indemnified Party's failure to perform any obligations under this section 5 does not relieve the Indemnifying Party of its obligations under this section except to the extent that the Indemnifying Party can demonstrate that its ability to perform its obligations under this section has been materially prejudiced as a result of the Indemnified Party's failure.
- 5.6 Neither Party nor its personnel shall be liable for consequential, indirect, or incidental damages arising out of or relating to any breach of this Agreement, whether or not the possibility of such damages has been disclosed in advance by the other Party or could have been reasonably foreseen by the other Party, regardless of the legal or equitable theory upon which the Claim is based.
- 5.7 In no event shall either Party's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed \$500.

## 6. TERMINATION

- 6.1 Either Party 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 Kids Up Front.
- 6.2 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 Kids Up Front, or Kids Up Front may terminate this Agreement effective immediately.

## 7. PRIVACY AND PROMOTIONAL MATERIAL

- 7.1 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 Kids Up Front, including but not limited to the Personal Information Protection and Electronic Documents Act ("PIPEDA") and all applicable provincial laws relating to the processing, protection, or privacy of personal information (the "Privacy Laws").
- 7.2 Kids Up Front agrees that all information it collects shall be collected, used, and disclosed in



accordance with the Kids Up Front Privacy Policy (the "**Kids Up Front Privacy Policy**"), attached hereto as Schedule "B", as may be amended from time to time.

- 7.3 The Agency, alone or in cooperation with Kids Up Front, agrees to make every effort to gain written consent from the Recipients, in a form acceptable to Kids Up Front, regarding the Recipients' participation in any Kids Up Front promotional events including but not limited to photographs, video, and social media.
- 7.4 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.
- 7.5 The Agency acknowledges that Kids Up Front 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 Kids Up Front website or other forms of social media and may be used in Kids Up Front advertising or funding proposals from time to time. Kids Up Front 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 Kids Up Front's Privacy Policy.

## 8. **ADDITIONAL PROGRAMMING**

- 8.1 The Agency may be entitled to participate, at Kids Up Front's sole discretion, in additional Kids Up Front programming for the benefit of the Recipients, including the '*Kids At Home*' program, whereby certain digital resources and activities are made available for download, the '*Handled with Care*' program, whereby certain new goods are made available from third parties by donation, and any other programs offered by Kids Up Front during the term of this Agreement (such programs collectively known as the "**Additional Programs**"). The Additional Programs are subject to the terms of this Agreement and any additional terms and conditions made available to the Agency prior to the commencement of such activity (including without limitation, any website terms of use made available in connection with the '*Kids At Home*' program). Kids Up Front reserves the right to modify, suspend or cancel the Additional Programs without prior notice to the Agency or the Recipients for any reason whatsoever.
- 8.2 Kids Up Front (and its licensor(s)) reserves and retains its entire right, title, and interest in and to all intellectual property, including but not limited to copyright, trademarks, logos, and designs relating to Kids Up Front and/or the Additional Programs.

## 9. **ASSIGNMENT**

- 9.1 There shall be no transfer or assignment of this Agreement without the prior written consent of Kids Up Front, such consent may be withheld at Kids Up Front'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, 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 jurisdiction of the courts of British Columbia.

**13. DELIVERY**

This Agreement and any amendment, supplement, restatement or termination of any provision of this Agreement may be executed in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument. A Party's electronic transmission of a copy of this Agreement duly executed by that Party shall constitute effective delivery by that Party of an executed copy of this Agreement to the Party receiving the electronic transmission.

**IN WITNESS WHEREOF** the Parties hereto hereby execute this Agreement.

**KIDS UP FRONT FOUNDATION (VANCOUVER)**

\_\_\_\_\_  
**Legal Name of Agency**

\_\_\_\_\_  
**President, Kids Up Front Foundation Vancouver**

\_\_\_\_\_  
**Signature of ED or Authorized Representative**

\_\_\_\_\_  
**Date (mm/dd/yyyy)**

\_\_\_\_\_  
**Date (mm/dd/yyyy)**



**SCHEDULE A**  
**KIDS UP FRONT POLICIES**

1. Opportunities should only be distributed to children, youth, or families who need them most. We have confidence that our partners are sharing donations with recipients who would otherwise face barriers to these opportunities. If you ever are in doubt or the situation is grey, contact us and we can help you make the decision. We understand that participants may face a variety of barriers including socio-economic, language, health etc. Please try to share experiences with as many different people as possible.
2. Children and youth (18 and under) must attend the events. Parents and chaperones are of course encouraged to attend, but there should always be a higher or equal ratio of kids to adults.
3. Experiences are NOT to be used personally or given to family or friends. Agency staff members are welcome to chaperone kids, groups, or families to events. Staff are not allowed to access our programs for personal use or for their family unless we specifically say in the email that they are open to staff.
4. Tickets are not for resale. If a recipient cannot use the tickets that were provided to them they should not sell or redistribute them. They should be instructed to return the tickets to the agency they received them from.
5. When opportunities are received, it is expected by Kids Up Front (and our donors) that they are used appropriately. The consumption of drugs and/or alcohol is discouraged prior to, during or immediately following a program opportunity provided by Kids Up Front, including box suites.
6. If you receive a donation but realize the intended recipient cannot use it, please try and redistribute it to another group(s) within your agency. If no others can use this opportunity, please contact Kids Up Front to return it. Recipients should never try to redistribute opportunities or tickets on their own. We would rather the experience go unused than be used inappropriately or sold for profit.





## **SCHEDULE B PRIVACY POLICY**

Kids Up Front Respects Your Right to Privacy. When you give your information to Kids Up Front, you are entrusting us with very important information, and we understand that you may have concerns about privacy issues on the Internet. Kids Up Front feels that protecting the privacy of our donors and partners is one of our most important jobs.

Your personal information, although it is shared with kidsupfrontvancouver.com and kidsupfront.com, belongs to you. When we refer to “personal information”, we mean any information about an identifiable individual, whether it concerns your email address and where you live. We feel that it is your right to be able to give in a safe and secure environment, and to know how your personal information is being used.

Your personal information will never be shared, traded, sold or used in any manner not explicitly approved by you. We do not swap mailing lists, share information or sell phone numbers. Only Kids Up Front is allowed to access this personal information. We are required to store your personal information by the Canada Revenue Agency (CRA). The only circumstances under which we would divulge any personal donor information to a third party is upon subpoena or order from a legitimate court, police agency, the CRA. In any case when your information is shared, Kids Up Front will demand reasonable assurance that third parties will protect your information in conformity with our privacy practices.

From time to time, Kids Up Front may share statistics that describe how our visitors use our site. This might include information like the average donation amount, how donations break down by geographic area and what times of the day have the heaviest donation traffic. None of these statistics will ever reveal any personally-identifiable or individual information. This information allows Kids Up Front to better serve donors and partners, use its marketing resources more efficiently, and help us understand how to effectively communicate about Kids Up Front to its donors.