

THE CORPORATION OF THE TOWN OF AMHERSTBURG

BY-LAW NO. 2010 - 113

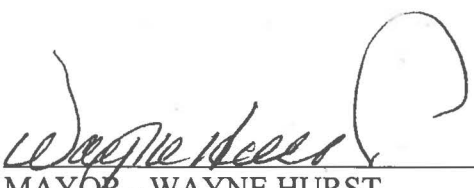
**Being a By-law to authorize the execution of a Donation Agreement between
United Communities Credit Union Limited and the Corporation of the Town of
Amherstburg**

WHEREAS it is deemed expedient to enter into a Donation Agreement with the United Communities Credit Union Limited regarding the Naming of the Amherstburg Recreation Complex as the "United Communities Credit Union Complex"

NOW THEREFORE the Council of the Corporation of the Town of Amherstburg hereby enacts as follows:

1. THAT the \$500,000 contribution to the Amherstburg Community Foundation be recognized for the purpose of the Complex Naming Rights as the "United Communities Credit Union Complex" for a Period of 40 Years.
2. THAT the Mayor and Clerk of the Town be and they are hereby authorized to execute and affix thereto the Corporate Seal to the Agreement attached hereto as and forming part of this by-law.
3. That this by-law shall come into full force and effect upon the final passing thereof.

Read a first and second time, and FINALLY PASSED this 13th day of December 2010.


MAYOR - WAYNE HURST


CLERK - BRENDA M. PERCY

1st Reading – December 13th, 2010

2nd Reading – December 13th, 2010

3rd Reading – December 13th, 2010

NAMING RIGHTS AGREEMENT

BETWEEN:

The Corporation of the Town of Amherstburg, ("Amherstburg"), a municipal corporation in the Province of Ontario

and

United Communities Credit Union Limited, ("United Communities"), a corporation under the laws of the Province of Ontario

RECITALS:

- A. Whereas Amherstburg is a municipal corporation which owns the Amherstburg Recreation Complex, ("Complex"), which is currently under construction in the Town of Amherstburg;
and
- B. Whereas United Communities intends to contribute financial support to the Amherstburg Community Foundation (the "Foundation") in support of the construction of the Complex in exchange for naming rights in respect to the Complex, and any such contributions shall constitute payment herein;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained, and subject to the terms and conditions set out in this Agreement, including the Schedules annexed hereto, the parties hereto agree as follows:

1. Exclusive Naming Rights Designation

- 1.01 The parties agree that United Communities shall have the exclusive right and licence to name the Complex as set out in 1.02, ("Complex Name"), and such Complex Name shall be used in all references to the Complex by Amherstburg during the Term of this Agreement.
- 1.02 The Complex Name shall be 'United Communities Credit Union Complex'.
- 1.03 The Complex Name shall be displayed in accordance with the terms of this Agreement including the Schedules hereto.
- 1.04 United Communities acknowledges and agrees that Amherstburg has granted naming rights to third parties with respect to parts of the Complex and shall continue to do so as a part of fundraising activities.
- 1.05 United Communities acknowledges and agrees that the rights retained by Amherstburg as

described in paragraph 1.04 are not limited by or constitute a breach of this Agreement.

2. Exterior Facility Name and Signage Opportunities

- 2.01 The name and logo shall be in accordance with United Communities Brand Identity Standards, ("Standards") as set out in Schedule "B" of this Agreement.
- 2.02 Any changes to the Standards or Complex Name requested by United Communities for the purposes of this Agreement shall be subject to the approval of Amherstburg.
- 2.03 Any costs and expenses arising from changes to the Standards and/or changes to the Complex Name, as may be approved by Amherstburg, shall be the sole responsibility of United Communities.
- 2.04 The detail and placement of interior and exterior signage shall be in accordance with the provisions of Schedule "C" to this Agreement.
- 2.05 United Communities acknowledges and agrees that the United Communities signage shall not interfere with the naming rights granted for individual parts of the Complex granted to third parties and, Amherstburg acknowledges and agrees that any third party signage rights granted by Amherstburg shall not interfere with the signage of United Communities at the Complex.

3. Print and Promotional Materials

- 3.01 The Complex Name shall be used on all advertising, marketing and public relations material distributed to the public by Amherstburg in relation to the Complex. Schedule "H" of this Agreement gives some examples, without limitation, of the promotional materials.
- 3.02 Amherstburg shall encourage third parties to use the Complex Name when describing the Complex in relation to third party advertising, marketing and public relations material concerning events at the Complex.

4. Financial Consideration

- 4.01 United Communities shall pay to Amherstburg (or the Foundation as directed), the total sum of five hundred thousand dollars (\$500,000.00) in consideration of the entire term of this Agreement.
- 4.02 Of the monies received by Amherstburg (or at its direction) in relation to this Agreement, Amherstburg shall provide up to the sum of sixty thousand dollars (\$60,000.00) for exterior signage at the front of the Complex and the entrance of the Complex and as designated as part of Schedule "C" to this Agreement. For clarification, the signage shall include four

areas identified on Schedule "C" as back-lit signage upper main entrance; signage at Senior's entrance; top banner on marquee signage at road location; interior main lobby signage. It is expected that the costs of such signage shall fall within the \$60,000.00 budget and any excess shall be subject to the prior approval of United Communities regarding any costs that United Communities is expected to incur for same.

- 4.03 United Communities shall pay the financial consideration to Amherstburg (or at its direction) upon the execution of this Agreement.
- 4.04 Save except the provisions of clause 4.02 of this Agreement, Amherstburg shall not have any other financial obligations pursuant to this Agreement, other than the routine maintenance to keep the signage at the Complex in reasonable repair. United Communities shall pay all other costs of this Agreement.
- 4.05 Replacement costs of signage described in section 4.02, specifically, the back-lit signage upper main entrance; signage at Senior's entrance; the top banner on the marquee signage at the road location; and the interior main lobby signage, shall be paid by United Communities.

5. Term

- 5.01 This Agreement and the rights hereunder shall be for a term of forty (40) years.
- 5.02 The term of this Agreement and this Agreement shall be subject to the rights of termination contained herein.

6. Termination

- 6.01 This Agreement may be terminated by either party in the event of a material breach of this Agreement, which upon thirty (30) days written notice, has not been cured by the breaching or defaulting party.
- 6.02 This Agreement shall terminate immediately without notice upon the following Events of Insolvency: (a) institution of insolvency, receivership or bankruptcy proceedings against a party; (b) upon a party making an assignment or arrangement for the benefit of creditors; (c) upon a party's dissolution or liquidation, but not its amalgamation or other reorganization which does not occur for the benefit of creditors.
- 6.03 Upon the occurrence of any event under clause 6.01 or 6.02, United Communities shall remove at its own expense all signage related to this Agreement, and all rights and obligations shall cease under this Agreement.
- 6.04 In the event that the Complex is discontinued or Amherstburg fails to provide the rights set out herein, after notice under paragraph 6.01 hereof, United Communities shall be entitled to receive a pro-rata refund from Amherstburg of the consideration paid hereunder based upon the number of months from the opening of the Complex until the date of the written notice,

versus the total months of the Term (480 months) for which this Agreement is prepaid.

- 6.05 The party alleged to be in breach or default may commence proceedings within fifteen (15) days of termination under Section 9 (Dispute Resolution) to determine whether the Agreement has been terminated and any rights or remedies related thereto.

7. Limitation

- 7.01 Nothing in this Agreement shall operate to limit or restrict the use or rental of the facility by any third party, subject to the rights granted in Section 10 (On Site Event and Facility Use Consideration) provided that there shall be no interference with the signage provided to United Communities herein.

- 7.02 Nothing in this Agreement shall operate to limit the display by any user of the Complex of any logo in the course of their normal use or activity, provided that there shall be no interference with the signage provided to United Communities herein.

8. Indemnity

- 8.01 Amherstburg agrees to indemnify and save harmless United Communities and its officers, directors, members, agents and employees, ("United Communities Indemnitees") from and against any and all claims, demands, causes of action, suits, judgments, losses and liabilities of any nature whatsoever, including reasonable legal fees and expenses, incurred by the United Communities Indemnitees or any of them as a result of any damage, loss or liability suffered by any third party arising directly or indirectly from or out of any acts or omissions of Amherstburg, its members of council, officers, employees, agents or contractors relating to or arising out of any breach by Amherstburg of its obligations hereunder or the exercise or utilization of the rights granted to it hereunder, except to the extent attributable to the negligence or willful misconduct of United Communities or its officers, directors, agents, contractors or employees.

- 8.02 United Communities agrees to indemnify and save harmless Amherstburg and its members of council, officers, agents and employees, ("Amherstburg Indemnitees") from and against any and all claims, demands, causes of action, suits, judgments, losses and liabilities of any nature whatsoever, including reasonable legal fees and expenses, incurred by Amherstburg Indemnitees or any of them as a result of any damage, loss or liability suffered by any third party arising directly or indirectly from or out of any acts or omissions of United Communities, its officers, directors, agents and employees relating to or arising out of any breach by United Communities of its obligations hereunder or the exercise or utilization of the rights granted to it hereunder, except to the extent attributable to the negligence or willfull misconduct of Amherstburg, its members of council, officers, employees, agents, contractors or employees.

9. Dispute Resolution

- 9.01 In the event of any dispute between the Parties, including the termination of this Agreement, or in the event that the Parties fail to agree on any matter for which any provision to the Agreement calls for an agreement between the Parties, either Party may give a notice particularizing the nature of the dispute, ("Notice of Dispute") within fifteen (15) days of the date on which the dispute arose.
- 9.02 Upon the receipt of Notice of Dispute, the parties shall commence good faith discussions, with or without a third party mediator, within seven (7) days of the receipt of the Notice of Dispute.
- 9.03 In the event that a resolution is not agreed upon within fifteen (15) days of the receipt of the Notice of Dispute, either party may within ten (10) days of the end of discussions give a notice requesting the appointment of and the name of an arbitrator to determine the dispute, ("Notice of Arbitration").
- 9.04 If no party gives Notice of Arbitration within the time provided in clause 9.03, the dispute shall be deemed to be abandoned.
- 9.05 In the event that the other party does not agree to the appointment of the arbitrator within five (5) days of the receipt of the Notice of Arbitration, either party may apply to the Superior Court of Justice in Windsor, Ontario for the appointment of an arbitrator pursuant to the provisions of the *Arbitrations Act (Ontario)* and for any directions necessary with respect to the conduct of the arbitration.
- 9.06 The place of arbitration, unless otherwise agreed, shall be Amherstburg, Ontario.
- 9.07 The decision or award of the arbitrator shall be final and binding upon the parties and not subject to appeal. The arbitrator shall also determine the costs award in the matter.
- 9.08 The provisions of section 9 shall survive the termination of this Agreement.

10. On Site Event and Facility Use Consideration

- 10.01 For a period of ten (10) years from the execution of this Agreement, United Communities exclusively shall be permitted to install, at its expense and without further compensation to Amherstburg, at locations approved by Amherstburg and United Communities within the Complex, two (2) automatic banking machines as designated in Schedule "E" of this Agreement.

- 10.02 For a period of five (5) years from the execution of this Agreement, United Communities shall be permitted the use of facilities as designated in Schedule "D" of this Agreement on two (2) days each year for United Communities related functions. The use of the facilities shall be governed by the terms of Schedule "A" of this Agreement, without further compensation to Amherstburg.
- 10.03 Other on site promotional materials of United Communities shall be located in accordance with Schedule "E" of this Agreement.
- 10.04 Use by United Communities of the facilities shall be in accordance with Schedule "A" to this Agreement.
- 10.05 For a period of ten (10) years from the execution of this Agreement, United Communities shall be provided by Amherstburg, without further compensation, twenty (20) passes to ticketed events that are operated and conducted by Amherstburg for which admission is charged to the general public and collected by Amherstburg.
- 10.06 The parties agree to work towards use of the 'Tree symbol' utilized by United Communities Brand Identity to develop an effective Donor Recognition System. The final design and location of the system shall be shown on Schedule "F" to this Agreement. It is agreed that any future change in this 'Tree symbol' by United Communities will not be cause for change or replacement by the Town of Amherstburg of the Donor Recognition System developed.

11. General

- 11.01 This Agreement shall not create a partnership, agency, joint venture, lease, licence or legal relationship except save as expressly described herein and solely for the limited purposes noted.
- 11.02 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario.
- 11.03 The Parties shall treat any information received as part of this Agreement from the other as confidential information and the property of the party providing the information. The party receiving the information shall not disseminate the information, except to its legal, financial and marketing professionals who shall be subject to the same confidentiality obligation, or as required by law, without the express written permission of the party providing the information.
- 11.04 This Agreement shall not be construed to give any legal right in the lands, buildings and chattels of the Complex to United Communities.

- 11.05 Any notice shall be provided in writing to the parties as described in Schedule "G" (Notices) of this Agreement.
- 11.06 If any term of this Agreement is held invalid or unenforceable for any reason, the remainder shall continue in full force and effect, and the Parties shall substitute a valid provision with the same intent and economic effect.
- 11.07 A party shall not assign this Agreement or any rights thereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- 11.08 This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and merges all prior discussions between them. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing.
- 11.09 The parties have caused or shall cause to be done all lawful acts, deeds and assurances whatever for the better performance of the terms and conditions of this Agreement, as may reasonably be requests, and proof of which shall be provided to the other party upon written request for same.

12. Schedules

12.01 The Schedules shall form part of and shall be integral to this Agreement.

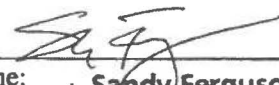
12.02 The Schedules to this Agreement shall consist of the following:

Schedule "A"	Process and Procedure for Booking of Facility Space
Schedule "B"	Current United Communities Brand Identity Standards
Schedule "C"	Interior and Exterior Signage Detail and Placement
Schedule "D"	Facility Rooms Designated for Use
Schedule "E"	Location of Promotional Materials
Schedule "F"	Donor Recognition System
Schedule "G"	Notices
Schedule "H"	Sample public relations materials

IN WITNESS HEREOF the parties, by their authorized officers, have executed this Agreement on this 13th ___ day of December 2010 in counterpart.

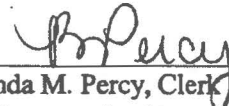
UNITED COMMUNITIES CREDIT UNION LIMITED

Per: 
Name: **Michael Lavoie**
Office: Executive VP Corporate Solutions & CFO

Per: 
Name: **Sandy Ferguson**
Office: Vice President Operations
We have authority to bind the Corporation

THE CORPORATION OF THE TOWN OF
AMHERSTBURG

Per: 
Wayne Hurst, Mayor

Per: 
Brenda M. Percy, Clerk
We have authority to bind the Corporation

Note: All Schedules to be attached and satisfactory to both parties on signature of this Agreement.

Schedule A – Process for Booking Facility

Schedule to Naming Rights Agreement dated December 13th, 2010

Purpose:

The purpose of this schedule is to describe the procedure to follow as of December 13th when booking a space at the United Communities Credit Union Complex. Please note the Town of Amherstburg is reviewing current facility booking procedures and will be implementing changes to process and software to assist in same. United Communities will be kept advised when changes are implemented.

Booking Facility:

1. Call United Communities Credit Union Complex
2. On your initial call you will need to set up an account with the Town of Amherstburg. We will need the following information:
 - a. Organizational name
 - b. Contact name
 - c. Person to sign the contracts name
 - d. Organizational phone number
 - e. Mailing address
3. Upon an account being set up you will be able to book the facility for your organization. The scheduling clerk will be booking all rentals with you, you may contact this person and they will take your request. (If the scheduling clerk is not available the desk staff will fill out a request form to be left for the Scheduling Clerk).
4. Upon being approved they will book the room(s) and print out a contract to be signed both by a Town of Amherstburg representative as well as the listed representative on the account from your organization. The contract contains standard detail on the conditions for use of the facility by all users.
5. All balances must be paid 14 days prior to event unless discussed otherwise.
6. For the period December 13th, 2010 to December 13th, 2015, United Communities will be entitled to use of the facilities as designated in Schedule D for two days in each year without further compensation to the Town. One day is further defined as the time used during the opening and closing hours at the facility within a twenty-four hour period. Any Insurance which may be required for use by United Communities of any of the recreational areas will be at the expense of United Communities.
7. Over and above the use described in item number 6 above, for the duration of the Agreement, United Communities will be entitled to a discounted rate of 5% of the fee schedule in effect when booking facility space.

Schedule B – Brand Identity Standards

Schedule to Naming Rights Agreement dated December 13th, 2010

Purpose:

The purpose of this Schedule is to set out the Brand Identity Standards be used by the Town of Amherstburg in all depictions of the name United Communities Credit Union Complex.

Attached to this schedule is the eleven (11) page document titled Brand Identity Standards.

Brand Identity Standards



United
Communities
Credit Union



United
Communities Credit Union

Colour:



Typography:

Rotis Semi Serif Modified



United
Communities Credit Union

Tree Symbol Geometry:





United
Communities Credit Union

Positive identity



Reverse identity on Green Field, Pantone 7483



Symbol Construction Grid

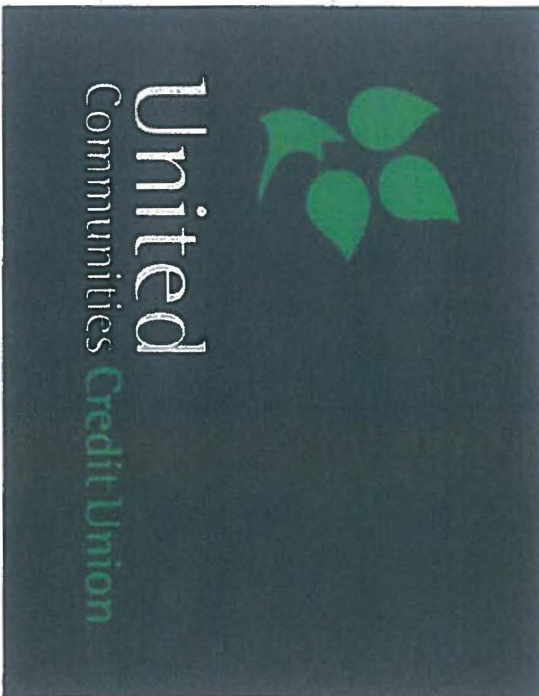
Typography: Rotts Sans Medium Modified





United
Communities Credit Union

Positive Identity

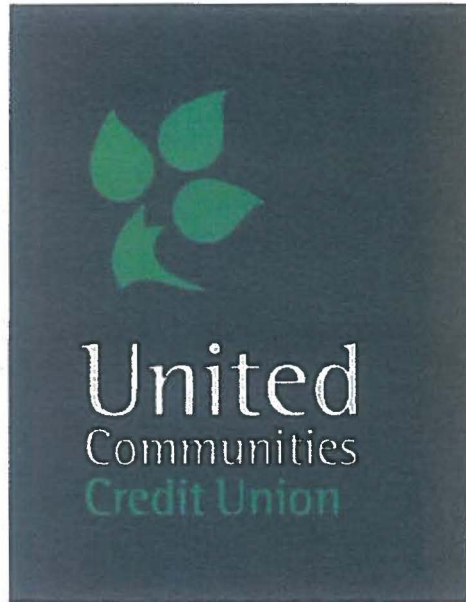


Reverse Identity on Green Field, Pantone 7483





Positive Identity



Reverse Identity on Green Field, Pantone 7483





Positive Identity

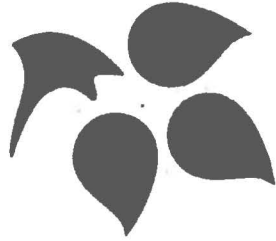


3.5"



Reverse Identity on Green Field, Pantone 7483



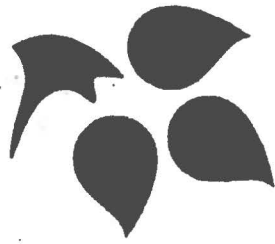


United
Communities Credit Union

Positive Identity



Reverse Identity



United
Communities Credit Union

Positive Identity, Black & 60% Black



Reverse Identity, Black & 60% Black





United
Communities Credit Union



Rotis Semi Serif 65 Bold:

abcdefghijklmnopqrstuvwxy
ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
0123456789

Rotis Semi Serif 55:

abcdefghijklmnopqrstuvwxy
ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
0123456789

Rotis Sans Serif 45 Light:

abcdefghijklmnopqrstuvwxy
ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
0123456789

Rotis Sans Serif 55:

abcdefghijklmnopqrstuvwxy
ABCDEFGHIJKLMN**OP**QRSTUVWXYZ
0123456789

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The Rotis® Complete VP font package
has 17 fonts, also available for purchase
individually.

Font Shop

Via phone:
Toll-free: 1 866 FF FONTS
Direct: 1 415 252 1003
Fax: 1 415 252 1331

Via postal mail:
FSI Fonts & Software USA, Inc
149 9th Street
Suite 302
San Francisco, CA 94103
USA

Schedule C – Signage

Schedule to Naming Rights Agreement dated December 13th, 2010

Purpose:

The purpose of the United Communities Credit Union Complex signage is to identify the location and to advertise the complex. Signage will be attractive, welcoming, eye-catching and visible from a distance.

Placement: 4 locations:

- 1) Exterior Main entrance
- 2) Exterior side entrance - Community room entrance
- 3) Exterior Marquee sign at road – fronting on Simcoe/Meloche
- 4) Interior Lobby

Exterior Main Entrance:

Placement at the main entrance exterior. This signage will be the most prominent as it will help to orientate people into the building. The green backdrop compliments the environmental features of the complex while contrasting with the neutral tones of the building to make the entrance stand out and be visible from a great distance.

The United Communities Credit Union Complex logo sign will have internally illuminated channel letters so the sign will also be highly visible at night.

Exterior Community Room Entrance:

Placement at the north side of the building at the secondary entrance. Refer to Illustration #3.

The United Communities Credit Union Complex logo sign will have internally illuminated channel letters so the sign will also be highly visible at night.

Exterior Marquee at road:

The Marquee sign located at roadside which will feature the United Communities Credit Union Complex logo. The sign will be visible at night through the use of lighting. Design and details will be forthcoming.

Interior Lobby:

Just about every visitor to the complex will make their way into the lobby at some point in their visit. This presents another opportunity to brand the complex and reinforce name recognition. Illustration #4 shows a classy looking brushed nickel sign affixed to the stairway bulkhead.

Illustration #1- Exterior Main Entrance



Illustration #2- Exterior Community Room Entrance



Illustration #3- Interior Lobby



Illustration #4- Exterior Marquee Sign

Signage will be located at front area of Complex and will be visible from both Meloche Road and Simcoe.

United Communities Brand Identity Standards will be used.

United Communities Credit Union Complex will be prominently displayed on Marquee signage.

Signage location will be determined according to best visibility from all directions.

Schedule C will be updated when final design has been determined.

Schedule D – Facility Rooms

Schedule to Naming Rights Agreement dated December 13th, 2010

Purpose:

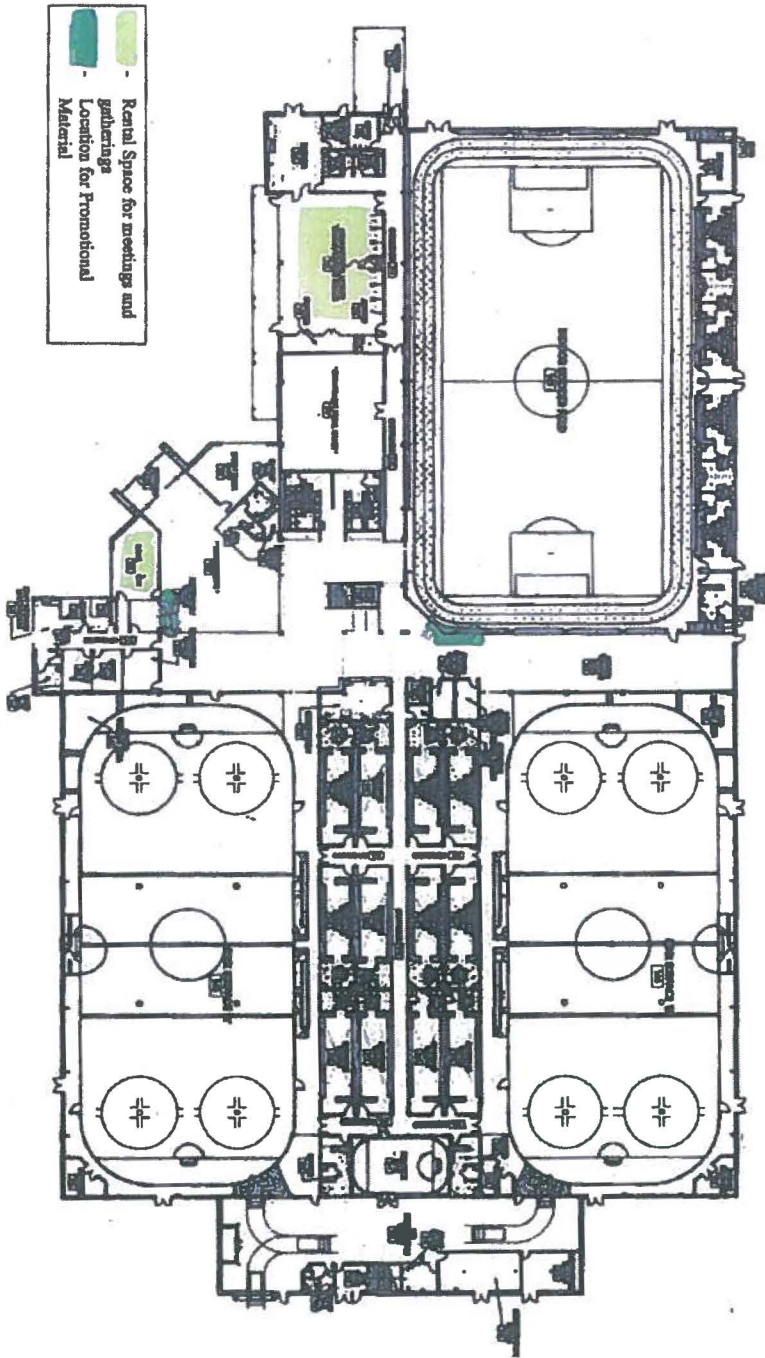
The purpose of this schedule is to define the 'Facility Rooms' referenced in the body of the Agreement.

Facility Rooms

Please reference Complex Layout attached.

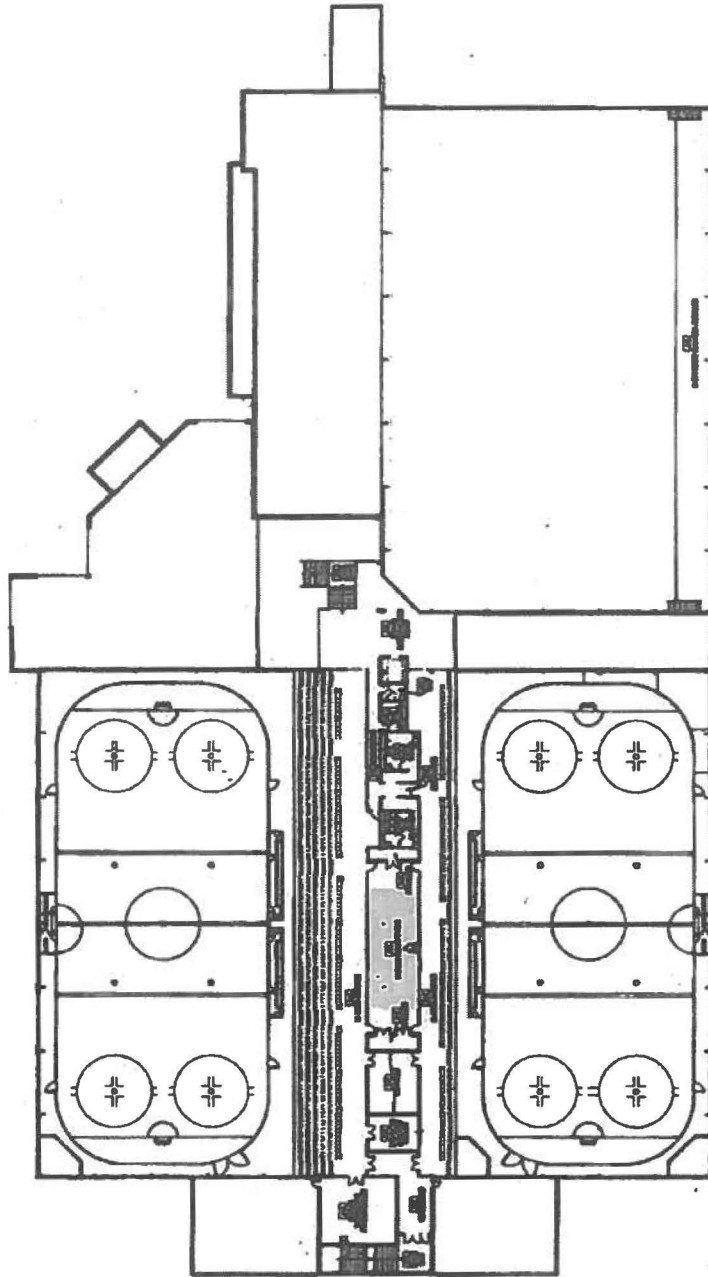
On Complex layout attached please refer to all yellow highlighted areas. These will be our meeting and gathering locations defined as Facility Rooms.

Other Recreational areas are available for rental and are shown depicted on attached site map.



**TOWN OF AMHERSTBURG
MULTI-USE RECREATION COMPLEX**





Community Room Second Floor

**TOWN OF ABERDEEN
MULTI-USE RECREATION COMPLEX**



Outdoor Turf Football Field
(Lighting option available)

Baseball Diamond
(Lighting option available)

Miracle League Baseball
Diamond

Available Options:

- Miracle League baseball diamonds
- One baseball field (lights available)
- One batting cage
- Turf football field (lights available)

Schedule E – Location of Promotional Materials

Schedule to Naming Rights Agreement dated December 13th, 2010

Purpose:

The purpose of this schedule is to show the areas where The Town has agreed to display promotional materials that are the property of United Communities Credit Union, including the two automatic banking machines.

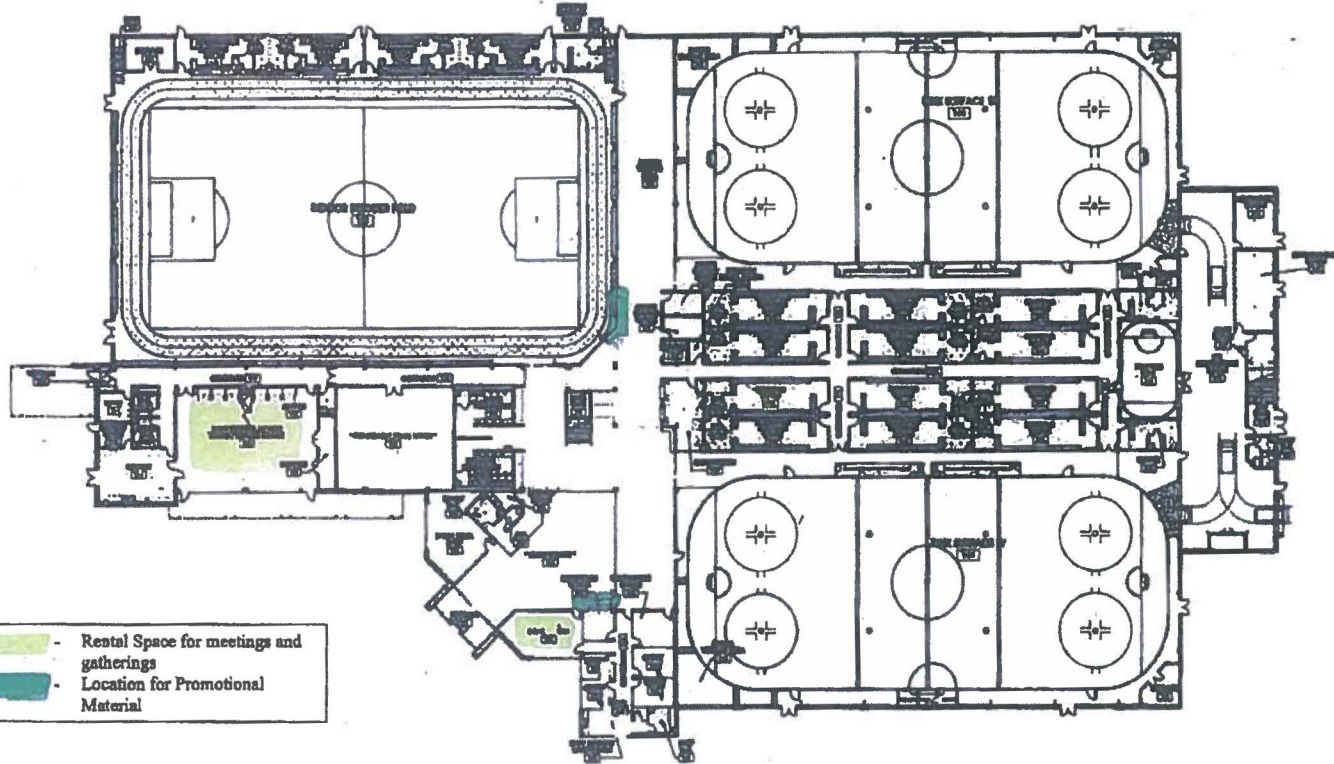
Please reference Complex layout attached.

On Complex layout attached please refer to green highlighted areas.

Promotional materials to be located at our reception counter will be limited to two (2) flyers or newsletters at any given time and will be displayed in the holder provided by the Town.

Other rotating promotional materials may be permitted in the lobby area near the soccer field entrance limited to three (3) periods per year. Each period will not exceed a 7 day consecutive period. Such display will be on the approval of the Director of Recreation or designate.

All promotional materials will not be placed without notification to the Town.



**TOWN OF AMHERSTBURG
MULTI-USE RECREATION COMPLEX**

Schedule F – Donor Recognition System

Schedule to Naming Rights Agreement dated December 13th, 2010

Purpose:

The purpose of this schedule is to confirm the conceptual appearance of the donor recognition system to be utilized.

The Donor Recognition System will incorporate the ‘Tree Symbol’ but **not text** used in the Brand Identity Standards of United Communities.



Once designed, fabricated and installed, schedule F will be updated.

Schedule H – Sample Public Relations Materials

Schedule to Naming Rights Agreement dated December 13th, 2010

Purpose:

The purpose of this Schedule is to set out examples of public relations materials.

Examples:

1. Internal and external references used in advertisement
2. Internal and external references used in media promotions
3. Event Tickets
4. Letterhead and Office Supplies of the Town of Amherstburg
5. Mailing Address reference
6. Programs
7. Recreation and Cultural Guides
8. Promotional materials for resale