

License Agreement made this 27th day of September 2022

Between:

The Corporation of the City of Peterborough
(the "City")

and

The Bench Press Ltd. o/a Creative Outdoor Advertising ("COA")

Recitals

- A. COA is engaged in providing Streetscaping™ transit Street Furniture and related appurtenances and selling advertising space thereon for the purpose of advertising goods and services.
- B. The City is prepared to issue COA a licence agreement to place Street Furniture on City-owned land.

Now therefore in consideration of the sum of \$10.00 (Ten Dollars), receipt of which is hereby acknowledged, and in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

Definitions

For the purposes of this Agreement,

"City" means The Corporation of the City of Peterborough.

"City Manager" means City's Chief Administrative Officer or his or her designate. **"City Representative"** means the person holding the job title of Corporate Sponsorship Co-Ordinator.

"Claim" means all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings

"End Date" means 26th of September 2032.

"Indemnified Parties" means the City and the City's officials, directors, officers, agents, insurers, employees and volunteers

"Start Date" means 27th day of September 2022.

"Street Furniture" means a chattel owned by COA which provides one or more of the following: seating, recycling container, bike rack, trash can, which may or may not include an advertising face. The parties agree that the style and design of the Street Furniture is set out in Schedule A any changes thereto will require the approval of the City's Planner, Urban Design.

"Transit Shelter" means a chattel owed by the City, which provides shelter from the elements at designated transit stops on City transit routes.

1. Term

- 1.1. The term of this Agreement is for a 10-year term commencing on the Start Date and ending on the End Date (the "Term"), unless terminated earlier pursuant to the terms of this Agreement or extended under subsection 1.4 below.
- 1.2. The Term will commence at COA's receipt of the municipal authorizations required to install the Amenities pursuant to this Agreement.
- 1.3. Providing that COA has met all of the contractual obligations hereinafter contained, COA will continue to provide its services as outlined in this agreement for successive one-year terms at the end of the original term of the contract.
- 1.4. The City shall provide COA with notice, in writing, of its intention to extend this agreement under the same terms and conditions, at least six (6) months before the expiry of the Term or any extension of the Term. If said notice is not provided in writing, COA will continue to provide its Services under this agreement for the period contained within 1.1 until the End Date.

2. Installation & Maintenance

- 2.1. The City hereby grants COA a licence to install Street Furniture, on City-owned land on the terms and conditions set out herein.
- 2.2. COA shall only install Street Furniture, which is depicted in Schedule A, attached hereto. Schedules A and B may be amended by the parties, without the need to amend the remainder of the Agreement, provided the amended schedule is signed and dated by the parties.
- 2.3. Prior to any installation of Street Furniture, each party will submit to the other a list of locations where it would like to see Street Furniture installed. The parties will review the two lists and agree upon a combined list. If the parties cannot agree on a certain location, that location will be struck from the combined list.

From the combined list, COA shall provide a layout drawing for each location for review and approval. Upon approval of the layout drawings, COA shall install all Street Furniture on a mounting pad unless it has satisfied itself that a mounting pad exists. Where a mounting pad does not exist and is required, COA agrees to install, at COA's sole expense, a mounting pad in such location and according to such specifications as the City may provide or require. All Street Furniture shall be mechanically secured to the mounting pads to ensure they remain in their intended location.

- 2.3.1. COA's placement of Street Furniture at a location, shall be performed in such a way so as not to obscure signs, transit stops, interfere with the visibility or effectiveness of advertising on transit shelters or impair the safe movement of pedestrians, and persons with disabilities to, from and around the Street Furniture. The placement of Street Furniture shall maintain a minimum 1500 mm clear path of travel on City sidewalks.
- 2.3.2. The City will permit Street Furniture to be installed at up to a 30-degree angle from the street line for the benches and up to a 90-degree angle from the street line for the recycling bins.
- 2.3.3. The parties shall commence the creation of the aforementioned combined list within 30 calendar days of the Start Date. The parties acknowledge that agreeing upon locations will be an on-going process during the Term. The agreed upon locations will be set out in Schedule B.
- 2.4. If COA requires a mounting pad to be poured beyond the boundary of a City sidewalk, or such other place as is already covered by concrete, then COA is responsible for such pouring and will own the concrete pad. If COA removes one of its concrete pads, or damages an existing concrete or paved surface, it shall forthwith rehabilitate the City's land to the satisfaction of the City Engineer. The City reserves the right to pour a mounting pad, and, if it exercises this right, it shall own and maintain that pad.
- 2.5. If COA has poured a pad and the City causes or permits construction to occur which damages or requires the removal of a COA-installed mounting pad, then the City will be responsible for repairing or replacing the mounting pad at the City's expense.
- 2.6. If COA desires to use a location for Street Furniture which requires a concrete mounting pad larger than 55 square feet (5.11 square meters), then the City

reserves the right to not approve that location or, if it gives approval, to not pay the cost of the additional concrete required.

- 2.7. COA agrees during the installation of a mounting pad and the Street Furniture to keep each location in a clean and orderly condition and free from waste, hazards and unusable material.
- 2.8. COA shall be solely responsible for obtaining all permits and authorizations before any Street Furniture is installed and for any other work undertaken by COA pursuant to this Agreement.
- 2.9. COA shall not place Street Furniture within the traffic sight triangle.
- 2.10. Street Furniture must not interfere with the pedestrian right-of-way. COA gives its irrevocable representation and warranty that it shall only install Street Furniture in accordance with the requirements of the Accessibility for Ontarians with Disabilities Act, 2001 and only after: (1) consulting with the City Representative and (2) fulfilling the requirements of the Ontario Underground Infrastructure Notification System Act, 2012.
- 2.11. COA shall maintain all Street Furniture in good repair and is solely responsible for ensuring that the Street Furniture is maintained to a standard as would a prudent owner of same providing its services in Ontario. COA's obligations in this regard, include but are not limited to:
 - a) keeping the grass trimmed,
 - b) keeping the area free of debris,
 - c) keeping the Street Furniture clean and free of graffiti, and
 - d) inspecting each piece of Street Furniture and its concrete pads for damage during regular maintenance and decide for timely repair. COA shall provide normal maintenance to the Street Furniture once a month or as often as reasonably required, limited to a maximum of 1 visit per week. If any Street Furniture requires more than 2 visits per week, COA has the right to remove same or enter into discussions with the City regarding a mutually agreeable alternative solution.
- 2.12. COA agrees to protect the City from injury or loss and to keep the City's property free from damage. Without limiting the generality of the foregoing, COA agrees

to indemnify the City and the Indemnified Parties against all Claims arising out of or related to:

- a) COA exercising any of its rights under this Licence Agreement; and
- b) any act or omission, whether negligent or not, related to COA's exercise or failure to exercise its rights or fulfill its obligations under this Licence Agreement.

2.13. COA further agrees to:

- a) investigate, assess and respond to any Claim;
- b) create and maintain records regarding each Claim;
- c) provide its records regarding each Claim to the City upon request; and
- d) defend, indemnify and hold harmless the Indemnified Parties against Claims which may be brought against, made upon, or incurred by or sustained by the Indemnified Parties arising directly or indirectly out of the performance or non-performance of the Work.

2.14. The City, during its snow removal operations, will use reasonable efforts to:

- a) minimize the placement of snow between the Street Furniture and the street and
- b) avoid leaving or placing snow on the approaching side of the COA street furniture. COA will be responsible for removal of naturally falling snow from its Street Furniture during its scheduled visits. It will not be responsible for removing snow left by the City plows. The City will apply a similar level of winter maintenance around Street Furniture as it applies to its own street furniture. COA acknowledges that the City's snow removal efforts are focused on right of ways as the priority, but that street furniture is not necessarily included in a right of way. Snow removal within right of ways is standardized at 3 days. Snow removal outside of a right of way is standardized at 7 days. In addition, the City acknowledges that it is responsible for the sanding and salting the sidewalks.

2.15. The City agrees to use its prosecutorial discretion to enforce applicable bylaws with regards to private plows pushing snow onto the COA pad and/or with

regards to the placement of larger than casual volumes of trash or leaving household trash bags on COA pads.

2.16. COA undertakes to empty, remove and dispose of waste and recyclable material from the waste receptable aspects of the Street Furniture. Without limiting the generality of the foregoing, COA:

- a) will utilize see-through collection bags during removal of waste and recycling materials;
- b) COA representatives collecting waste and recyclables will be responsible for "debagging" the contents of the recycling bins into the appropriate recycling container (be it the fiber bin or container bin) at the waste disposal site;
- c) undertakes to approve and provide at no cost, the necessary licenses for COA to collect waste and recyclable material on the City's behalf;
- d) within the Downtown BIA, is responsible for collecting or causing the waste in its receptacles to be collected and properly disposed of. The City acknowledges that COA will contract with a third-party to meet its obligations under 2.16(d). If the City takes over waste collection from receptacles in the Downtown BIA or anywhere else in the City where COA receptacles are located, then COA will pay the City in accordance with the Payment and Fee Schedule C for the City's waste collection services.
- e) Will deliver and dispose of waste and recyclables in the appropriate bins provided at the City landfill site located at 1260 Bensfort Rd, Peterborough, ON
- f) Will not be charged tipping fees for the disposal of waste and recyclables collected under the terms of this agreement and delivered to the City landfill site.

2.17. As required by applicable law, the City shall:

- a) operate or cause to be operated a recycling and a waste transfer facility and provide COA with access to same; and
- b) not charge tipping fees at the Bensfort Road Waste Transfer Facility.

2.18. COA shall comply with all City requirements with respect to parking and street occupancy when performing its installation and maintenance operations.

- 2.19. COA will not service Street Furniture during City-authorized special events, or road closures. If the City requires garbage or recycling to be collected, during the occurrence of a City-authorized special event or road closure, it is the City's responsibility to arrange same.
- 2.20. Maintenance information going back as far as 12 months from the current date will be available to the City via COA's municipal website portal. Login credentials to the municipal portal website shall be provided to the City Representative by COA. The City Representative may share the login credentials with such other City staff as need to know the maintenance history to perform their own jobs.

3. Emergency Repair - Maintenance

- 3.1. The City may provide written notice to COA when any Street Furniture requires regular maintenance or repair and COA, as soon as is reasonably possible, and not later than 48 hours after the giving of such notice, shall undertake the maintenance or repair required at COA's sole expense. The 30-day rectification period set out below in Section 18 does not apply COA's obligation as set out in this Section 4.
- 3.2. The City may provide written notice to COA when any Street Furniture requires emergency maintenance or repair if its condition is such that, in the City Representative's sole opinion, the condition renders a serious danger to the public. In such an event, COA as soon as possible and not later than 24 hours after the giving of such notice, shall repair and make safe the Street Furniture at COA's sole expense and to the satisfaction of the City Representative. The 30-day rectification period set out below in Section 18 does not apply COA's obligation as set out in this Section 5.

4. Removal and Relocation

- 4.1. COA acknowledges and agrees that the City shall have the right to order the removal or relocation of any Street Furniture installed upon City-owned land. COA agrees to remove or relocate any such Amenity within 48 hours of the City giving notice to COA. COA shall, at its sole risk and expense, restore the site from which the Street Furniture was removed to the condition the site was in immediately prior to the installation of same and to the satisfaction of the City Engineer. If COA fails to remove or relocate such Amenity within 48 hours or where COA fails to restore the site as required, the City may arrange for such removal, relocation and restoration and COA shall be solely responsible for paying the City's costs for such work.

- 4.2. COA shall have the right to move and relocate Street Furniture to another mutually agreed location, if it the Street Furniture was subject to vandalism or otherwise, as determined by COA, incurs excessive damage. If either the City or COA determines that any location presents a hazard, the parties shall promptly agree upon a new location for that amenity and COA shall relocate the amenity within two (2) business days.
- 4.3. If COA determines that a location lacks sufficient advertising exposure, COA reserves the right to remove the Street Furniture. The City has the option to purchase the Street Furniture.

5. Transit Shelter Proximity

- 5.1. COA may provide Street Furniture at sites where transit shelters exist as agreed to by the City and COA.

6. Other Advertising Products

- 6.1. The City will not authorize the placement of any other advertising product which interferes with the visibility of an advertisement on Street Furniture.
- 6.2. The City will not enter into an agreement which would permit another provider of Street Furniture, if such Street Furniture displays advertising, to place same on City-owned land.
- 6.3. COA acknowledges that the City has in place a separate third-party agreement for sales and management of advertising infrastructure on City owned and operated Transit Shelters. For the purposes of this Agreement, Street Furniture and Transit Shelters are separate assets requiring a separation of at least 3 meters. Upon approval of each Street Furniture placement, the location of Transit Shelters will be disclosed and considered.

7. Revenue, Accounting & Audit

- 7.1. COA shall pay to the City the sums as set out in Schedule C. Waste collection revenue is only applicable to the City, if or when the City may require their service staff to undertake waste collection services. In which case, COA would compensate the City at the rates outlined in Schedule C for those collection services. Otherwise, COA will secure their own service providers, and pay for waste collection from their receptacles.
- 7.2. COA will be responsible for making to the City one annual payment of the ad share revenue, and if the City has taken over waste collection as contemplated by Article 2.16(d), the waste collection fees, as outlined in Schedule C . The City will invoice COA on or about November 1st in each year of the Term and COA's

payment will be due net 30-days from the date of the City's invoice. The City may add its applicable interest rate to any overdue payments.

- 7.3. Commencing in April 2023 and on every April 30th thereafter, COA shall, provide the City Representative with financial statements showing the revenues received or receivable for all Street Furniture for the previous calendar year.
- 7.4. The City, or anyone designated by the City in writing, shall have the right at all reasonable times to audit and inspect accounts, records, receipts, vouchers and other documents relating to the COA's advertising revenues associated with this Agreement and shall have the right to make copies thereof and take extracts there from. COA shall make available all facilities reasonably necessary for such audits or inspections. All associated audit costs shall be borne by the City.

8. Regulation of Advertising Copy/Standards

- 8.1. COA represents and warrants that it has reviewed and understood the City's Sponsorship Policy 0036 and its covenants and agrees that all sponsorship content shall meet the requirements of said policy.
- 8.2. COA is voluntarily accepting the risk that it might be required, by the City Representative, to remove any advertising that is deemed by City Council not to comply with the City's Sponsorship Policy within 24 hours of receiving notice from the City. If COA fails to remove the said advertising, the City may remove same at COA's expense. The 30-day rectification period set out below in Section 11.1 does not apply to COA's obligation as set out in this Section 8.2.

9. Provision of Promotion Amenities & Terms

- 9.1. COA agrees to provide the City Representative with notice of any unsold advertising space on Street Furniture and to make 10% of same available to City during any month for its use to deliver messages related to its services or operations or to deliver public health messages or such other non-commercial message as the City Representative may permit (collectively, a "City Message"). The City will be responsible for the cost of designing, producing, and supplying each City Message to COA. COA will be responsible for installation and removing each City Message at its sole expense. COA will install the City Messages on the 15th of the month following the date of receipt of a final copy of same. COA will install all City Messages as a part of its regular posting procedures. A City Message will only be removed on the 15th of a month following its installation.

10. Ownership

- 10.1. COA shall provide Street Furniture in accordance with the terms of this Agreement and retain full ownership. COA shall be solely responsible for the maintenance and repair of the Street Furniture provided.
- 10.2. It is agreed that Amenities provided under this Agreement will remain the property of COA and on the termination of this Agreement shall be removed by COA or otherwise disposed of, unless otherwise agreed to by the parties in writing, and COA shall restore the sites to the condition they were in immediately prior to the installation of the Amenities, all at COA's sole expense.

11. Termination For Just-Cause/Remedy

- 11.1. If COA neglects or fails to carry out or to comply with any of the terms, covenants, undertakings or conditions of this Agreement, the City may, after having given written notice to COA of such default and which default was not corrected to the City's satisfaction within 30 days of the notice being given, terminate this Agreement by giving 90 days' notice in writing to COA and this Agreement shall be deemed to be terminated on the day specified in the notice and on termination. Upon such notice having been so delivered or sent, COA shall forthwith at COA's entire expense remove all Street Furniture.
- 11.2. If, upon the termination of this Agreement, COA fails to:
 - a) remove any Street Furniture, the City may take possession of said Street Furniture or arrange for the removal of same and require COA to pay its costs; and
 - b) restore any site as required by this Agreement the City may conduct the site restoration and require COA to pay its costs.
- 11.3. COA may terminate this Agreement for convenience at any time and for any reason. COA shall give the City at least 365 days' notice in advance of the date of termination for convenience. The Agreement shall terminate, and the parties shall have no further liability to each other except for obligations outstanding at the time of the effective date of the termination of this Agreement. The terms of this Agreement shall remain in effect until the date of termination.

12. Notice

- 12.1. The parties hereto further agree that all notices, demands and requests in writing may be sent by ordinary prepaid mail or by email.

- 12.2. Service by mail shall be deemed effective the 3rd day after mailing and service by email shall be deemed effective on the day it was sent. Each party shall ensure that the other party is notified in writing immediately of any changes in the contact information above.

To: City of Peterborough
Name/Title: John Kennedy, City Clerk
Address: City Hall, 500 George St. N
Peterborough, ON K9H 3H9
Email: Clerks@Peterborough.ca

COA: Creative Outdoor Advertising
Name/Title: Municipal Relations
Address: 2402 Stouffville Road
Gormley, Ontario, L0H 1G0
Email: Municipal@CreativeOutdoor.com

13. Acts of God

- 13.1. Any delays in or failures of performance by a party under this Agreement shall not be considered a breach of this Agreement if and to the extent caused by occurrences beyond control of the party affected, including but not limited to: acts of god, epidemics, changes in regulations or laws by any government, strikes or other concerted acts of workers, fires, floods, war, civil commotion, shortages of labor, materials or equipment; and any time for performance hereunder shall be extended by the actual time of delay caused by such occurrence.

14. Insolvency

- 14.1. It is further agreed that should COA become insolvent, bankrupt, unable to pay its debts, make an authorized assignment, or compromise to their creditors and be unable to perform their duties under this Agreement, the City without prejudice to its other lawful rights and remedies may forthwith terminate this Agreement by written notice and the time limit set forth in Section 18 of this Agreement shall be waived.

15. Assignment

- 15.1. COA may not assign their rights or obligations under this Agreement, or portions thereof, without the written approval of the City which will not be unreasonably withheld.

16. Insurance

16.1. General Insurance Information:

- a) All insurance costs will be borne by COA. COA shall be responsible for obtaining the insurance coverage set out in section 16.6 of this agreement, at all times.
- b) All applicable deductibles under each required insurance policy are at COA's sole expense
- c) All policies shall apply as primary and not as excess of any insurance available to the City
- d) All policies, with the exception of vehicle insurance, shall be endorsed to provide the City with not less than 30 days written notice of cancellation, change or amendment restricting coverage
- e) All policies shall be with insurers licensed to underwrite insurance in the Province of Ontario with an AM Best rating of no less than A-.
- f) COA covenants and agrees that the insurance requirements will not be construed to and shall in no manner limit, or restrict, the liability of COA.
- g) COA will comply with any reporting requirements of the insurance policies in order to maintain the policies in good standing, to give notice in writing of any incident which may result in a claim or loss covered by the policies and to provide documentation necessary in the defense or settling of claims.
- h) If any claims against COA, whether arising from this Agreement or not, effects any aggregate limits evidenced to the City in an amount greater than 20% of the limit requested and evidenced, whether paid or in an insurance claim reserve condition, then COA must report to the City of such limits erosion. The City has the right to request COA to purchase additional limits to comply with the minimum limits requested.
- i) COA shall ensure that all sub-contractors/sub-suppliers/sub-consultants, if applicable, have valid coverage with the same limits and wording as outlined in 16.6.
- j) If the City requests to have the amount of coverage provided by the policies, increased, or to obtain other special insurance for the Contract, COA shall endeavour forthwith to obtain such increased or special insurance at the sole expense of COA

- 16.2. Below is an overview of the types of insurance coverage which COA and its sub-contractors/sub-suppliers/sub-consultants may be required to provide. The required types and limits of insurance will be contained in the chart in 16.6
- 16.3. COA shall provide and maintain, during the term of the Contract, Commercial General Liability insurance, subject to limits of not less than those outlined in 16.6 inclusive per occurrence. To achieve the desired limit, umbrella or excess liability insurance may be used. The coverage shall include, but not be limited to:
- a) Bodily injury including death;
 - b) Damage to property including loss of use thereof;
 - c) Premises and operations liability;
 - d) Products and completed operations liability;
 - e) Blanket contractual liability;
 - f) Cross liability or severability of interest clause;
 - g) Contingent employer's liability;
 - h) Personal injury liability;
 - i) Intentionally deleted
 - j) Non-Owned Automobile Liability
 - k) Contain a waiver of any subrogation rights which COA's insurers may have against the City;
 - l) Intentionally deleted
 - m) Contain no materially restrictive language against the Work;
 - n) If applicable, "Sudden and Accidental Pollution", 120-hour reporting;
 - o) Name the "Corporation of the City of Peterborough" and any other party (e.g. a consultant, a utility, a local board) indicated in the specific procurement document, as Additional Insured, but only with respect to liability arising out of the operations of the named insured; and
 - p) A clause stating that COA's insurance policy will be considered as the primary insurance and shall not call into contribution any other insurance that may be available to the City.
- 16.4. COA shall provide and maintain, during the term of the Contract, Standard OAP 1 Automobile Policy insurance, subject to a limit not less than those outlined in 16.6 for all licensed motor vehicles owned or leased by COA to be used in the provision of the goods/services. COA's use of automobiles is at the discretion of COA and not the City. The City is not responsible for any physical loss or damage to any vehicles used by COA in relation to this Work; and such damage shall not be assessed to the City in anyway.

16.5. COA does not excavate below a depth of 15.24CM. In the event that COA or any contractor it uses will be excavating below a depth of 40 cm they will be required to obtain Contractors Pollution Liability.

16.6. Chart of Required Insurance Limits and Particulars

Type	Limit	Particulars
Commercial General Liability	\$5,000,000	To achieve the desired limit, umbrella or excess liability insurance may be used.
Errors and Omissions-Advertising and Media	\$2,000,000	Policy to remain in force for 12 months following completion of the contract.
Standard OAP 1 Automobile Insurance	\$5,000,000	
Contractors Pollution Liability	\$2,000,000	COA to cause its staff, or any contractor it uses who will be excavating on City-owned property below a depth of 40 cm to obtain Contractor's Pollution Liability, naming the City and COA as additional insureds. Policy to remain in force for 12 months following completion of the work.

17. Indemnity

17.1. COA hereby agrees to defend, indemnify and hold harmless the City from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted or for third party bodily injury

(including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by COA, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of performance of COA's obligations under, or otherwise in connection with, this Agreement. COA further agrees to indemnify and hold harmless the City for any incidental, indirect, special or consequential damages, claimed or resulting from such Claims. The obligations contained in this paragraph shall survive the termination or expiry of the Contract for a period of 24 months.

18. Agreement Definition

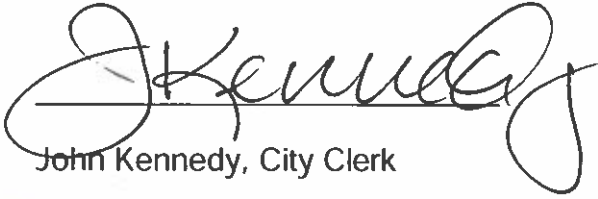
- 18.1. No amendment of this Agreement shall be deemed valid unless effected by a written amendment signed by both parties and no waiver of rights of any kind under this Agreement shall be effective unless in writing by the party for whom they are a benefit
- 18.2. This Agreement shall be subject to, and interpreted in accordance with the laws of the Province of Ontario
- 18.3. If any provision of this Agreement is held to be unenforceable or invalid, then the remaining provisions of this Agreement will remain in full force and effect.
- 18.4. This Agreement and its Schedules constitutes the entire Agreement between the parties to this Agreement and supersedes any prior agreements and understandings, oral or written.
- 18.5. The parties agree and expressly confirm that the City has accepted the risk that a taxing authority might levy an occupancy tax or property tax of some other kind of tax as a result of COA and the City entering into this Agreement. If such a tax is levied, the City shall be responsible for the payment of such tax(es).
- 18.6. COA shall be responsible for all property taxes levied in association with any premises occupied by COA that are not located on City property.
- 18.7. In all respects, time shall be of the essence.
- 18.8. Use of the word "will" or "shall" in this Agreement creates a mandatory obligation.
- 18.9. The insertion of headings is for convenience of reference only and shall not be construed so as to affect the interpretation or construction of this Agreement.

- 18.10. All contracts, whether of employment or otherwise, entered into by the COA with respect to this Agreement, including without limiting the generality of the foregoing, agreements with a Third Party, shall be made by the COA as principal and not as agent of the City and the City shall have no liability thereon.
- 18.11. Should any provision of this Agreement be void, voidable or unenforceable for any reason whatsoever, it shall be considered separate and severable from the remaining provisions of this Agreement, which shall remain in force and be binding as though the said provision had not been included.
- 18.12. This Agreement shall not be modified, varied or amended except by an instrument in writing signed by the parties hereto.
- 18.13. The next page is the signing page.


In witness whereof the parties hereto have hereunto set their hands and seals.

Dated at Peterborough this 14 day of OCT., 2022

The Corporation of the City of Peterborough




John Kennedy, City Clerk



Sandra Clancy, CAO
Deputy CAO.

Dated at Gormley this 5th day of October, 2022

The Bench Press Ltd. (o/a Creative Outdoor Advertising)



Name: Liz Gayford

Title: CFO

I have the authority to bind the corporation

Schedule A – Description of Street Furniture

THE LEXINGTON CONTEMPORARY ATTRACTIVE ALL WEATHER

Outstanding aesthetics and superior engineering have come together in the "Lexington". Corrosive free, maintenance free the Lexington is constructed with Thermo-Plastic PVC coating over treated high strength heavy steel and aluminum. The Lexington is the strongest, most durable Thermo Plastic coated bench on the market today.

The Lexington's rugged all weather construction and finish is ideal for regions with extreme weather conditions. It will not overheat on even the hottest days and has been tested to endure winter road salt, snow and ice.

The Lexington will compliment any streetscape and is an eye catching, worry free bench solution.



Creative **Outdoor** Advertising

T: 1.800.661.6088

F: 1.866.426.2237

WWW.CREATIVEOUTDOOR.COM

THE LEXINGTON

DESCRIPTION

Functional design and innovative construction include:

- Smooth rounded edges and no exposed hardware to protect public.
- Arm rests assist seniors and discourage vagrancy.
- Use of treated heavy steel prevents sagging
- Sign panel proportional to bench design.
- Galvanized frame coated with baked on polyester black powder coat finish
- COA "Second Surface" sign technology
- DOT compliant.



Thermo Plastic PVC Coating:

- Ultraviolet stabilized, fused and baked to a 90% gloss finish looks great and prevents fading.
- All weather excellence, will not overheat
- Graffiti resistant, easy to clean
- Seats have eggshell finish for added heat dispersion

SPECIFICATIONS:

- Model Lexington
- Material Treated heavy steel and aluminum
- Colors Various (Gloss)
- Finish Ultraviolet stabilized Thermo Plastic PVC Coating and Baked on polyester black powder coat
- Dimensions: Length 72"
Height 43"
Depth 33"
- Signs "Second Surface" sign mounted on (71" x 20.5") Lexan panel
- Installation Anchored with lag bolts and assigned a GPS verified barcode



Creative Outdoor Advertising

T: 1.800.661.6088
F: 1.866.426.2237

WWW.CREATIVEOUTDOOR.COM

THE METROBIN ATTRACTIVE, FUNCTIONAL, CONTEMPORARY.



The "MetroBin" will transform and enhance the quality of your environment while providing a responsible waste management solution. We use only materials that withstand the demands of heavy usage and extreme climates. We provide unique, vandal and graffiti resistant second surface signage.



Creative Outdoor Advertising

T: 1.800.661.6088

F: 1.866.426.2237

WWW.CREATIVEOUTDOOR.COM

THE METROBIN

DESCRIPTION

The "MetroBin" three-stream unit is designed to accommodate 3 separate recycling/waste compartments to divert materials such as litter, cans, bottles and paper. The openings are labelled appropriately and units can be customized (ie 1 recycle, 2 waste or 3 recycle, etc). The sloping top allows for water and snow to slide off thus preventing any residue build-up.

The unit features a contemporary stainless steel body or a matte black powder coat finish. All units are locked and are vandal resistant.

SPECIFICATIONS

MODEL	MetroBin
MATERIAL	18 gauge stainless steel or 18 gauge galvanized steel
COLORS	Silver or Black
FINISH	Brushed #4
LINER	Capacity: 30 US gallon bin (x3) Dimensions: 17.5" x 17.5" x 23" (H) Material: Polyethylene
LOCK	Cam style mechanism with key
DIMENSIONS	24" (D) x 71" (L) x 47" (H), Weight 300 lbs approx.
OPENINGS	3" x 14" 'Newspaper' 5.4" Dia 'Cans & Bottles' 4" x 15" 'Litter Only'
INSTALLATION	Floor mounting with leveller posts (x4)
BOARD MESSAGING	Area per single face: 60"x30"



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THE CONCOURSE TRANSIT SEATING

SPECIFICATIONS

MODEL

Concourse

MATERIAL

Polyethylene & Aluminum

COLORS

Various

FINISH

Matte

DIMENSIONS

Dependent on the chosen configuration.

Single Fence : Length 84" Height 37", Width 46" Maximum

INSTALLATION

Bolted to concrete surface

BOARD MESSAGING

Area per single face; 71"x20.5"



The Concourse "Transit Seating Module" is part of COA's Concourse "Full Service" amenities program with service modules for all of your city's streetscape requirements.

THE CONCOURSE TRANSIT SEATING



DESCRIPTION

The Concourse Transit Seating Module is composed of individual modular seats with each having their own armrests. The individual armrests provide the following functions:

- 1) Assist the elderly in standing and sitting down on the seat
- 2) Deters individuals from sleeping on the benches over night
- 3) Prevent them from being used by skateboarders

The Concourse Transit Seating Module provides extremely comfortable seating while providing the necessary durability and functionality that is required by your city. The seats and armrests can be customized to match any existing colour scheme currently in your City.



The Concourse "Transit Seating Module" is part of Creative Outdoor Advertising's Concourse "Full Service" amenities program with service modules for all of your city's requirements.



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Schedule B – Location of Street Furniture

To be developed and added after the execution of the agreement. The Schedule of locations will be signed by both parties and amended from time to time as outlined in the agreement and authorized by both parties.

The Schedule B will be developed in accordance with the sample Schedule B provided below.

Schedule C – Payment and Fee Schedule

Street furniture	Fee	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032
Metro Bin	Waste collection	\$ 200.00	\$ 200.00	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85	\$ 238.81	\$ 245.97	\$ 253.35
	Ad Share	\$ 100.00	\$ 100.00	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93	\$ 119.41	\$ 122.99	\$ 126.68
Concourse	Waste collection	\$ 100.00	\$ 100.00	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93	\$ 119.41	\$ 122.99	\$ 126.68
	Ad Share	\$ 100.00	\$ 100.00	\$ 100.00	\$ 103.00	\$ 106.09	\$ 109.27	\$ 112.55	\$ 115.93	\$ 119.41	\$ 122.99	\$ 126.68
Lexington	Ad Share	\$ 200.00	\$ 200.00	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10	\$ 231.85	\$ 238.81	\$ 245.97	\$ 253.35

Waste Collection fees are only applicable if/where that service and rate has been agreed to by the City or another partner under the terms of a separate agreement. The City will produce one invoice in December of each year based on the fees owing from the current calendars year's, street furniture locations, street furniture types and revenue share outlined in the chart above.. COA will make one payment NET 30 days from the date of the invoice.