

## ORDINANCE NO. 24-041

**AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO ENTER INTO A SERVICES AGREEMENT WITH GREAT WHITE NORTH COMMUNICATIONS, LTD., OF TORONTO, ONTARIO, FOR SERVICES RELATED TO THE FIFTH ANNUAL DRAGONS AND BACON FESTIVAL FOR THE RECREATION DEPARTMENT; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.**

**WHEREAS**, the City is hosting and organizing the Fifth Annual dragon boat event in Sandusky known as the Dragons and Bacon Festival which will be held on Saturday, September 14, 2024, at the Paper District Marina and Lake Erie Shores and Islands will be the presenting sponsor; and

**WHEREAS**, Great White North Communications, Ltd. supplies and supports the sport of dragon boat racing and will be providing consulting services, event management services, and dragon boat and accessory sales and leases for the Dragons and Bacon Festival; and

**WHEREAS**, the cost of these services is \$16,700.00, which includes a 25% deposit of \$4,175.00 that is due upon execution of the agreement, however, the City has the right to terminate the agreement due to cancellation of the event provided written notice is received prior to August 15, 2024, at which time the 25% deposit will be refunded, and these costs, if paid, will be recouped from the registration fees paid by the event participants; and

**WHEREAS**, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to execute the agreement and pay the refundable deposit so planning and future registration for the event can begin; and

**WHEREAS**, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Recreation Department, of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this **Ordinance** be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager be and hereby is authorized to execute a Services Agreement with Great White North Communications, LTD, for services related to the Fifth Annual Dragons and Bacon Festival for the Sandusky Recreation Department, substantially in the same form as reflected in Exhibit "1" which is attached to this Ordinance and specifically incorporated as if fully

**PAGE 2 - ORDINANCE NO. 24-041**

rewritten herein together with such revisions or additions as are approved by the Law Director as not being substantially adverse to the City and being consistent with the objectives and requirements of this Ordinance and with carrying out the City's public purposes.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.



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RICHARD R. BRADY  
PRESIDENT OF THE CITY COMMISSION



ATTEST: 

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CATHLEEN A. MYERS  
CLERK OF THE CITY COMMISSION

Passed: February 26, 2024

## SERVICES AGREEMENT

THIS AGREEMENT made as of the 1st day of December 2023. (the "Effective Date")

B E T W E E N:

### **GREAT WHITE NORTH COMMUNICATIONS**

**LTD.**, a corporation incorporated under the laws of the State of Delaware (hereinafter referred to as the "Supplier") and **CITY OF SANDUSKY**, a corporation incorporated under the laws of the State of Ohio, (hereinafter referred to as the "Customer")

**WHEREAS** the Customer is the producer and organizer of an annual dragon boat event in Sandusky known as the Dragons and Bacon Festival (the "Customer Event");

**AND WHEREAS** the Supplier supplies and supports the sport of dragon boat racing and provides its customers with some or all of: consulting services, event management services, and dragon boat and accessory sales and leases;

**AND WHEREAS** the Customer wishes to hire the Supplier to perform certain services and to lease dragon boats and accessories for the Customer Event as hereinafter described;

**THIS AGREEMENT WITNESSETH** that in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties covenant and agree as follows:

### **ARTICLE 1     DEFINITIONS**

In this Agreement, the following terms shall have the corresponding definitions:

1.1        "Accessories" shall mean 22 dragon boat paddles, 1 steering oar, 22 personal flotation devices (PFDs) and 3 boat fenders per dragon boat.

1.2        "Dragon Boat" means the Supplier's dragon boat hulls, not including Accessories or Race Accessories.

1.3        "Equipment" shall mean all of the Dragon Boats, Accessories, and Race Accessories leased under this Agreement.

1.4        "Race Accessories" shall mean 1 drummers seat, 1 drum with drumstick, 1 dragon head, and 1 dragon tail per dragon boat.

1.5        "Equipment/Logistics Coordinator" shall mean a representative appointed by the Customer to assume the responsibility of care and control of the Equipment leased under this Agreement.

1.6        "Schedules" shall mean the following schedules to this Agreement and any schedules which in the future will be added to this Agreement, all of which form (or will form) an integral part of the Agreement:

Schedule A- Services and Customer Responsibilities

Schedule B – Lease of Equipment

Schedule C – Fees, Billing and Payment Terms

Schedule D – Customer Insurance requirements

Schedule E – Sample Equipment/Logistics Manifest

1.7        "Services" shall be the Services to be performed by the Supplier in accordance with this Agreement, as set out in Schedule A hereto.

### **ARTICLE 2     – GENERAL**

2.1        **Services.** Subject to the terms and conditions hereof, the Customer shall retain the Supplier to carry out Services and the Supplier shall render such Services and such other services as may from time to time be agreed upon between the parties to the Customer. Customer shall be responsible to fulfil the Customer responsibilities as set forth in Schedule A.

2.2        **Term of Agreement.** This Agreement shall commence on the Effective Date and shall and shall terminate in accordance with the provisions of Article 5 hereof.

### **ARTICLE 3     FEES AND BILLING**

3.1        The Customer shall pay the Suppliers the fees for the Services and for the Equipment Lease in accordance with the terms set forth in Schedule C. In addition, Customer shall reimburse Supplier for all out-of-pocket expenses incurred by Supplier in connection with the performance of the Services but only to the extent that such expenses have been approved by Customer in advance and in writing. All dollar amounts quoted herein are stated in US Dollars.

### **ARTICLE 4     REPRESENTATIONS, WARRANTIES AND COVENANTS**

4.1        Customer represents, warrants and covenants as follows and acknowledges that Supplier has relied upon

the completeness and accuracy of such representations, warranties and covenants in entering into this Agreement:

- (a) Customer shall maintain insurance with responsible insurers against such risks and in such amounts that could reasonably be expected to be carried by persons acting prudently and in a similar business to that of Customer and more specifically as set out in Schedule D;
- (b) Customer shall ensure that it has and shall maintain in good standing, all required licenses, consents, approvals and permits from any person necessary to stage the Customer Event;
- (c) Customer shall have all participants in the Customer Event sign a waiver from liability in favour of Supplier (and its affiliates, officers, directors, employees and independent contractors) in a form acceptable to the Supplier.

4.2 SUPPLIER MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES OR EQUIPMENT PROVIDED UNDER THIS AGREEMENT AND EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**4.3 Limitation of Liability.** Supplier's maximum liability to Customer for damages hereunder shall be limited to the Fees paid to Supplier by Customer for the Customer Event for which the claim was made. In no event shall Supplier be liable for any indirect, consequential, special, exemplary, or incidental damages, even if Supplier has been advised of the possibility of such damages. In no event shall Supplier be liable for loss or damage to, or occasioned by, use by Customer of equipment not owned or leased to Customer by Supplier.

## ARTICLE 5 TERMINATION

5.1 The Agreement will continue in effect until the latest of: (a) the completion of the Customer Event; (b) the return to the Supplier of all of its Equipment leased hereunder (if applicable); or (c) receipt by the Supplier of fees and expenses payable hereunder, provided that any terms of this Agreement which by their nature extend beyond the Agreement termination remain in effect until fulfilled.

5.2 This Agreement may be terminated by either party if (a) the other party commits a material breach of this Agreement and that breach remains uncorrected for

thirty (30) days following written notice to the breaching party, specifying the breach; or (b) either party shall have ceased business, been adjudicated bankrupt or insolvent, made an assignment for the benefit of creditors, or filed a petition for bankruptcy or reorganization.

**5.3 Effect of Termination.** The parties' respective rights and obligations under Section 5 (but only to the extent that money was owed prior to the effective date of termination), of this Agreement shall survive the termination or expiration of this Agreement.

The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded.

## ARTICLE 6

### INTERPRETATION AND ENFORCEMENT

**6.1 Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the parties other than as expressly set forth in this Agreement.

**6.2 Amendments and Waivers.** No amendment to this Agreement, including future Schedules to be added to the Agreement, shall be valid or binding unless set forth in writing, referencing this Agreement, and duly executed by both of the parties hereto. No waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the same and, unless otherwise provided in the written waiver, shall be limited to the specific breach waived.

**6.3 Relationship of Parties.** Each of the Parties are independent contractors. Nothing herein shall be construed to place the Parties in a relationship of principal and agent, partners or joint ventures, and neither Party shall have the power to obligate or bind the other Party in any manner whatsoever. For greater certainty, volunteers or other persons provided by the Customer to assist in the Customer Event are not agents or employees of GWN.

**6.4 Force Majeur.** Neither party will be held responsible for any delay or failure in performance of any part of the Agreement to the extent such delay or failure is caused by events beyond such party's reasonable control, such as fire, accident, flood, explosion, international border requirements; accident,

war or the engagement of hostilities, strike, embargo, labour dispute, government requirement, civil disturbances, civil or military authority. Each party will endeavour to give the other reasonable notice of any delay.

6.5 **Assignment.** The Customer may not assign its rights or obligations under this Agreement without the prior written consent of the Supplier. The Supplier may assign its rights or obligations under this Agreement.

6.6 **Severability.** If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability shall attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof shall continue in full force and effect.

**Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Ohio. Supplier and Customer consent to the sole and exclusive personal jurisdiction of the federal and state courts located in Erie County, Ohio and agree that all disputes or litigation regarding this Agreement shall be submitted to and determined by said court, which shall have sole and exclusive jurisdiction.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date above first written.

**GREAT WHITE NORTH COMMUNICATIONS, LTD.**

Per: 

**Mike Fulton, President**  
I have authority to bind the company.

**CITY OF SANDUSKY**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**I/WE HAVE AUTHORITY TO BIND THE CITY OF SANDUSKY.**

EXHIBIT "A"

## **SCHEDULE A**

### **Supplier Services and Customer Responsibilities**

GWN shall provide the following services to the Customer for the Customer Event on September 14<sup>th</sup>, 2024:

#### **Pre-Event Coaches**

- a. Provision of 3 coaches (Thursday September 12<sup>th</sup> to Friday September 13<sup>th</sup>, 2023)

#### **Equipment Lease**

- a. Provision of all leased Equipment as per Schedule B
- b. Delivery of all leased Equipment as per Schedule B

#### **Race Production**

- a. Set and Manage the Official Race Course (number of lanes to be mutually agreed upon);
- b. Devise and Manage Race Schedule, including timing and communication equipment, finish line video replay, and race results board;
- c. Secure and Oversee Race Officials, including start and finish line officials and course referee;
- d. Manage Volunteers as they apply to Race Production; and
- e. Supervision of Team Marshall Coordinator and Dock Marshall
- f. Provision of Practice Coordinator
- g. Provision of four (4) Steerspeople

Customer shall provide the following items to GWN to assist GWN in the production of the Customer Event:

- a. Accommodations for up to four (4) nights for up to five (5) GWN Staff (Wednesday September 11<sup>th</sup> to Sunday September 15<sup>th</sup>); two (2) nights for up to six (6) GWN Staff (Friday September 13<sup>th</sup> to Sunday September 15<sup>th</sup>), based on double occupancy and gender.
- b. 2 - 10' x 10' tents with side and back panels or other suitable enclosure for finish line and starting officials, a platform or vessel to be used for the start and finish line officials (including 2 tables and 4 chairs);
- c. A small motor boat, minimum 14 ft. aluminum or fiberglass, minimum 9.9 hp. dedicated to assist in setting and maintaining the race course on Friday September 13<sup>th</sup> and Saturday September 14<sup>th</sup> from approximately 7:00AM to 7:00PM, or a mutually agreed upon time between both parties.
- d. If attendance by GWN is requested for committee meetings, travel costs and time will be billed as extra.
- e. Power supply at the finish line officials' tent.
- f. A suitable number of volunteers or other persons to be determined by GWN to assist GWN in race management.
- g. A small motorboat, minimum 14ft aluminum, minimum 9.9 hp, and dedicated driver for use by on-water Referee official on Saturday September 14<sup>th</sup> (approximate times: 7:00am – 6:00pm).
- h. Customer shall provide local tow truck/crane services (with a boom extension arm) for the off-load and load of the leased Equipment at the Customer event in Sandusky.
- i. Transportation for GWN staff to be billed post-event based on actuals; one rental vehicle for five (5) days (Wednesday September 11<sup>th</sup> to Sunday September 15<sup>th</sup>) and two rental vehicles for three (3) days (Friday September 13<sup>th</sup> to Sunday September 15<sup>th</sup>).
- j. Provide GWN with Customer's event day safety plan a minimum of 3 weeks prior to event day.

\* The course is constructed of chains and bricks. Damage to boats, propellers etc. can take place if a boat goes through the course. Customer is responsible to ensure that recreational and commercial boat traffic is kept off the racecourse once it is installed. GWN shall not be held responsible for any damage to any recreational or commercial boats and/or the course materials caused by traffic on the race course once it has been installed.

## **SCHEDULE B**

### **LEASE OF EQUIPMENT**

- 1) Customer agrees to lease the following for the 2023 Customer Event on September 14<sup>th</sup>, 2024:

4 Dragon Boats

8 Accessories

4 Race Accessories

In the event the Customer subsequently requires additional Equipment and GWN is able to make such Equipment available, then GWN will provide such Equipment and the price for such additional equipment will be added to the lease price with a minimum 2 weeks' notice prior to delivery. Customer acknowledges and agrees that there is no provision to reduce the number of leased Equipment or a rebate for unused Equipment.

- 2) Delivery and Return of Equipment.

- a) Unless changed by mutual agreement, delivery by Supplier to the Customer shall be made on the following dates

- 4 Dragon Boats, 8 Accessories and 4 Race Accessories on Wednesday September 11<sup>th</sup>

Supplier shall deliver the Dragon Boats to Customer representatives at a suitable and convenient launch (drop - off) site in Sandusky agreed upon by the parties. The Accessories and Race Accessories will also be handed over to and inspected by the Equipment/Logistics Coordinator at the launch (drop - off) site, unless a different location is agreed upon. The Equipment/Logistics Coordinator must sign off on the Equipment/Logistics Manifest (see Schedule "E" for sample) upon inspection. The Customer shall be responsible for moving the Equipment from the launch (drop - off) site to the mooring site.

- b) After the conclusion of the last race of the Customer event, the Customer shall return the Equipment to the launch (pick - up) site in a timely manner (or such other place or time as may be agreed upon) for pick up by Supplier or its agent. At the same time, the Equipment/Logistics Coordinator shall inspect and count the Equipment with the Supplier or its agent, to determine if all items were retrieved and are in good and same condition as on delivery. The Equipment/Logistics Coordinator must then sign off on the Equipment/Logistics Manifest. The Customer is responsible for providing a tow truck for the loading of the Equipment at the end of the Customer event.

- 3) Customer Responsible for Equipment

- a) The Customer shall be responsible for the handling, use, security and maintenance of the Equipment from the time it is delivered to the Customer to the time it is picked up by Supplier.
- b) The Equipment/Logistics Coordinator must do a full inspection of the Equipment and sign the Equipment/Logistics Manifest on the quantity and condition of the Equipment at the time of

delivery and after the conclusion of the Event. If the ELC is not present at these times, it is understood that the Customer accepts the state of the Equipment and shall be responsible for any damage or loss of Equipment noted on the Equipment/Logistics Manifest by the GWN Equipment Technician.

- c) The Customer shall be solely responsible for any damage to, or loss of, any Equipment incurred between the time of delivery to the Customer to the time the Equipment is picked up by Supplier. The Customer shall be responsible for such damage or loss regardless of how the damage or loss occurred, including without limitation theft, vandalism, and inclement weather.
- d) In the event of damage or loss by the Customer or their participants, suppliers, and/or vendors, Supplier shall, at its option, repair or replace the damaged or lost item, and the Customer will pay for the cost of materials, labor (including that of Supplier employees), transportation and administration costs necessary to affect the replacement or repair. The cost shall be added to the lease price as follows:

Boat Rope	\$ 12.00
Boat Number	\$ 12.00
Drum Stick	\$ 12.00
Boat Fender	\$ 20.00
PFD	\$ 28.00
Basic Repair Dragon Head Mounting Plate	\$ 30.00
Basic Repair Dragon Tail Mounting Plate	\$ 30.00
Missing or Broken Wood Paddle	\$ 40.00
Missing or Broken Apex Durablade	\$ 60.00
Replace Broken Internal Seat	\$ 65.00
Replace Broken Steering Arm	\$ 70.00
Drummers Seat	\$ 160.00
Drum	\$ 300.00
Replace Dragon Tail	\$ 340.00
Replace Steering Oar	\$ 400.00
Replace Dragon Head	\$ 625.00
16' Dock Section	\$ 2,000.00
Replace 41' Dragon Boat	\$ 9,500.00

- e) Supplier shall count the number of paddles at the end of the Customer event or upon pick-up by Supplier, and the number of missing and or broken paddles shall be determined. The Customer shall pay \$60.00 plus applicable taxes to Supplier for each missing and or broken Apex Durablade and \$40.00 plus applicable taxes for each missing and broken wood paddle, which amounts shall be added to the lease price.
- f) Supplier shall count the number of PFDs at the end of the Customer event or upon pick-up by Supplier, and the number of missing PFDs shall be determined. The Customer shall pay \$28.00 plus applicable taxes to Supplier for each missing PFD, which amounts shall be added to the lease price.



- g) Supplier shall count the number of boat fenders at the end of the Customer Event or upon pick-up by Supplier, and the number of missing boat fenders shall be determined. The Customer shall pay \$20.00 plus applicable taxes for each missing boat fender, which amounts shall be added to the lease price.
- 4) Docking Facilities. The Customer shall provide docking facilities for the Dragon Boats leased from Supplier. The docks shall be constructed and secured in such a way as to prevent cosmetic and structural damage to the Dragon Boats, and to maximize the safety of participants and volunteers. **Beach front loading of the dragon boats is not permitted.**

Provision of docks which adhere to the following guidelines are recommended by GWN and are in the best interests of the Festival as the cost of the lease will be adjusted to account for any damage to or loss of any equipment during the lease period.

Docking for each dragon boat is defined as follows:

- a) Location offering reasonable isolation/protection from possible vandalism and/or theft.
- b) Location protected from wave action caused by wind and/or other boat traffic.
- c) Suggested minimum usable length of 32 feet (not including access ramp); minimum width of 4' (8' for a floating dock).
- d) If a fixed dock, one which provides sufficient structural and support strength to accommodate repeated loading of up to 25 persons; if a floating dock, one which provides sufficient structural strength, adequate floatation (stability) and connection hardware to accommodate repeated loading of up to 25 persons.
- e) The dock should display no exposed screw heads, bolt heads or any other hardware which may damage dragon boats and/or accessories.

Each dragon boat will be delivered with 3 boat fenders which should be in use at all times when the dragon boat is moored against the dock or against another boat.

It is important that dock marshals enforce utilization of the boat fenders by teams. Dock marshals should be instructed to keep the dragon boat away from the dock until the fenders have been placed along side the dragon boat by crew members. For fixed docks that use single metal or wooden posts for support, these posts must be padded in some manner to protect the hull finish and scale graphics of the boat.

Dock and/or team marshals also require instruction in methods of controlling teams on and off the dock. To avoid congestion and overloading, it is suggested that only one crew be permitted on the dock to load or offload at any given time. The crew waiting to load should not be permitted on the dock until last disembarking crew member has stepped off. As an added precaution, crew members in the odd numbered benches could be asked to load or offload and clear the dock prior to crew members in even numbered benches.

Race committees should designate a qualified individual to provide tools and materials to effect rapid repair of dock structures, if required, during practices and race day(s). A Great White North technician may be available to consult with the designate in this regard.

EXHIBIT "1"

**SCHEDULE C**  
**FEES, BILLING and PAYMENT**

The amount payable by the Customer to Supplier under this Agreement for the 2024 Customer Event is US \$16,700.00 not including repair and replacement costs, which is broken down as follows:

Lease of Equipment, Production, Staff	\$ 12,950.00
<u>Delivery of Equipment</u>	<u>\$ 3,750.00</u>
 TOTAL	 \$ 16,700.00

- 1) The Customer shall be responsible for all logistics and fees associated with tow truck/crane service used for off-loading and loading of the equipment at the Customer Event in Sandusky. GWN driver to confirm with Customer timing of such service.
- 2) Sales and Use Taxes: The Customer hereby acknowledges that the Supplier does not qualify as an agent for the collection and remittance of sales tax in the state of Ohio. As a result of this, the Customer agrees to be responsible for the self-assessment of any applicable use taxes, which may be due on the Services or Equipment Lease subject to this Agreement.
- 3) The Customer shall pay a surcharge of either:
  - a) \$125.00 / 15 minutes to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and shall terminate upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is using GWN race production services; or
  - b) \$75.00 / hour / GWN Technician to the Supplier if the Customer Event exceeds 10 hours in duration, commencing at the scheduled start time of the first race and terminating upon the Customer's sign-off on the GWN Equipment manifest form. This surcharge is applicable if the Customer is only leasing Equipment.
- 4) Fuel Surcharge on Dragon Boat and Accessory Deliveries if applicable.
- 5) The Customer shall have the right to terminate this Agreement due to the cancellation of the Customer Event, if written notice of cancellation is received before August 15, 2023, at which the 25% deposit will be refunded.

Payment shall be made by Customer according to the following schedule:

- a) A refundable deposit of 25% of the total fees (\$4,175.00) upon the Customer signing this Agreement, on or before January 31<sup>st</sup>, 2024
  - b) 50% of the total fees (\$8,350.00) on or before August 16<sup>th</sup>, 2024
  - c) 25% of the total fees (\$4,175.00) on or before August 30<sup>th</sup>, 2024
  - d) All other payments owing, including for extras, Event overtime surcharge (if applicable), customs and brokerage, tolls, GWN staff transportation, travel time, transfers, parking and local transportation expenses (if applicable), fuel surcharge fee (if applicable), and for repair and replacement of lost or damaged Dragon Boats, Accessories, or Race Accessories, within 15 days of the date of Supplier's invoice
- 6) All payments under this Agreement shall be by cheque payable to

**Great White North Communications Ltd.**

**1 Westside Dr., Unit 3, Etobicoke Ontario, Canada, M9C 1B3**

- 7) Under no circumstance shall Supplier be obligated to complete delivery of any Equipment without prior receipt of the required installment payment in full (as set forth in section 4(a) above). However, Supplier may, at its option, complete delivery of the Equipment even if an installment payment is not made when due, but in those circumstances the overdue installment payment shall be subject to interest at 2% per day until the installment payment, with interest, is paid plus any costs incurred by Supplier by reason of the late payment and late delivery, such as extra storage or transportation costs (where, for example, Supplier incurs a charge to store Equipment while it is waiting to receive payment from the Customer). Furthermore, at any time before the overdue installment payment is made, Supplier may terminate this Agreement and take possession of the Equipment, without prejudice to Supplier's right to full payment of all installment payments plus accrued interest.

EXHIBIT "1"

## **SCHEDULE D**

### **CUSTOMER INSURANCE REQUIREMENTS**

The Customer agrees to put in effect and maintain or cause to be put in effect and maintained for the period during which this Agreement is in effect, with insurers acceptable to Supplier all the necessary insurance that would be considered appropriate for a prudent Festival Organizer of this type of undertaking, ie. dragon boat racing event, including, without limitation:

- Commercial General Liability Insurance, to an inclusive limit of not less than two millions dollars (\$2,000,000) per occurrence for property damage, bodily injury and personal injury, and including, at least, the following policy endorsements:
  - i Supplier as an additional insured for the purposes of the Customer Event;
  - ii Cross Liability;
  - iii Contractual Liability;
  - iv Independent Contractors;
  - v Products and Completed Operations;
  - vi Employer's Liability and Voluntary Compensation;
  - vii 30 day written notice of cancellation;
  - viii Tenants Legal Liability (if applicable); and
  - ix Non owned automobile coverage with blanket contractual and physical damage coverage for Hired Automobiles.
- Property Insurance to a limit commensurate to the full replacement cost value of all equipment leased from Supplier on an "All Risks" basis including earthquake and flood.
- The Policy must include the following:
  - i Replacement Cost Value;
  - ii Waiver of Subrogation;
  - iii Supplier as loss payee as Their Interest May Appear.

**Certificates of Insurance.** A minimum of 3 weeks prior to any scheduled Customer Event, including practice times pursuant to this Agreement and throughout the term of the Agreement, the Festival shall provide Supplier with a valid Certificate of Insurance which references the Customer Event and confirms the above requirements and identifies major exclusions in the policy. The Customer Event shall provide Supplier a copy of the policy and any renewal or replacement certificates.

**Please Note:**

GWN does require a specific certificate issued only to GWN.

Under 'Additional Insured' Section: Great White North Communications Ltd. must be listed here.

Under 'Certificate Holder' Section: The holder of the certificate must be Great White North Communications Ltd. 1 Westside Dr., Unit 3, Etobicoke Ontario, Canada, M9C 1B3

EXHIBIT "1"

**SCHEDULE E**

**EQUIPMENT / LOGISTICS MANIFEST (\*\*SAMPLE\*\*)**

Practice		Race Delivery Date:	
Delivery Date:			
Address:			
E/LC Contact		Cell #:	

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Practice Equipment:	Date/Time:
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Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls	Bumpers	Other
							/		

Driver Signature: \_\_\_\_\_

E/LC Signature: \_\_\_\_\_

**Event Equipment:**

Date/Time: \_\_\_\_\_

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls.	Bumpers	Other
							/		

Driver Signature: \_\_\_\_\_

E/LC Signature: \_\_\_\_\_

**Extra Equipment:**

Date/Time: \_\_\_\_\_

*To be filled in by GWN Tech*

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls.	Bumpers	Other

**Total Equipment Delivered:**

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls.	Bumpers	Other

**Damaged/Missing Equipment Summary:**

Boats	Paddles	PFDs	St Oars	Dr Sts	Drums	Dr sticks	Hds, Tls.	Bumpers	Other

E/LC Sig: \_\_\_\_\_

GWN Sig: \_\_\_\_\_

Event Start Time: \_\_\_\_\_

E/LC Sig: \_\_\_\_\_

GWN Sig: \_\_\_\_\_

Final Equipment Check Time: \_\_\_\_\_

E/LC Sig: \_\_\_\_\_

GWN Sig: \_\_\_\_\_

**Comments/Feedback:**