

BENCH AND COMMERCIAL SIGNAGE AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, 20__

Between:

MUNICIPAL DISTRICT OF GREENVIEW NO. 16

("Greenview")

and

(the "Applicant")

1. Parties

Greenview and the Applicant have entered into this Agreement with respect to the Applicant's advertising on the Rented Space (as herein defined) with the Advertising Materials (as herein defined).

2. Purpose of Agreement

This Agreement establishes the administrative processes, requirements, fees, and responsibilities related to advertising on the Rented Space and provides direction to Applicants and Greenview regarding the approval, installation, and ongoing management of advertising on the Rented Space.

3. Term

This Agreement shall be for a term of (2) years, commencing on January 1st of the year above written and expiring on December 31st of the next year.

4. Renewal

Renewal of this Agreement for additional 2-year terms may be permitted. Subject to continued compliance with all applicable laws. (Including Greenview's applicable advertising polices as may be amended, updated, or replaced from time to time) The parties' mutual consent, and this Agreement.

5. Rented Space

The location and description of the rented commercial signs and benches are highlighted on the attached Schedule A: Commercial Advertising Signs and Benches Aerial Map attached to this Agreement (the “Rented Space”).

6. Fees and Payment Terms

Applications approved after January 1st will be subject to prorated fees, calculated from the date of approval through December 31st of the same calendar year. All fees payable, due dates of payment, and methods of payment are detailed in Schedule B: Description of Fees attached to this document.

7. Responsibilities of the Applicant

Applicants are solely responsible for all costs regardless of how such costs arose related to the design, fabrication, installation, removal, preparation, and production of their signage panels, advertising materials, foundations or mounting systems, and other fixtures to be attached or installed on the Rented Space (the “Advertising Materials”); the maintenance, repair, removal, and replacement of any Advertising Materials; and the costs of repairing any damage caused by the Advertising Materials, the Applicant, or the removal of the Advertising Materials from the Rented Space which may include full replacement of the Rented Space depending on the extent of damage and which must be completed to the satisfaction of Greenview.

8. Responsibilities of Greenview

Except as detailed in Section 7, Greenview is solely responsible for all costs related to the installation, repair, replacement, maintenance, and removal of the Rented Space. Greenview will review all applications to ensure compliance with Greenview’s applicable advertising policies, this Agreement, and all other relevant factors, including but not limited to public safety, traffic visibility, content appropriateness, and design compatibility. Greenview may request additional information, design modifications, or technical adjustments from the Applicant where necessary to ensure the proposed advertisement meets municipal standards and operational requirements.

9. Technical and Installation Requirements

Applicants must ensure that all advertising materials and structures meet the technical specifications established by Greenview. Where specifications have not yet been formally established, Applicants must work with Greenview to ensure the design and materials meet municipal standards prior to fabrication or installation. All Advertising Materials must be constructed using durable, weather-resistant materials suitable for outdoor conditions and must be designed in a manner that is consistent with the surrounding environment and community aesthetics within Greenview.

10. Maintenance

Applicants are responsible for maintaining the Advertising Materials in a safe, clean, and presentable condition throughout the duration of the Agreement. This includes ensuring the Advertising Materials remain legible and free from excessive wear, damage and graffiti. Where Advertising Materials become damaged, vandalized, deteriorated, or otherwise fall below acceptable standards, the Applicant must complete replacement or repair within a timeframe determined by Greenview.

11. Termination

Failure to maintain signage in an acceptable condition, or failure to comply with the requirements of the Agreement, any applicable laws, or Greenview's applicable advertising policies, can result in immediate termination of the Agreement and the removal of the Advertising Materials at the Applicants expense.

12. Dispute Resolution

Any dispute or disagreement between the Parties arising from or relating to this Agreement shall be addressed promptly. The Parties agree to make a good-faith effort to resolve the matter through a direct meeting and discussion.

13. General

- (a) The Applicant will not assign any rights or obligations under this Agreement without the express written approval of Greenview which may be withheld by Greenview for any reason, in its sole discretion.
- (b) The covenants and agreements herein contained shall extend to and be binding upon the successors and permitted assigns of the parties hereto.
- (c) Wherever the singular or masculine is used throughout this Agreement, the same shall be construed as meaning the plural or feminine or a body corporate where the context or the parties hereto so require, and in case there are two or more purchasers, the covenants herein contained on their part shall be deemed to be joint or several.
- (d) This Agreement is the entire agreement between the parties respecting the Rented Space. Except as expressly provided herein, there are no representations, warranties, collateral agreements or conditions respecting the Rented Space.
- (e) No amendment, variation, or waiver of this Agreement is effective unless in writing and signed by all parties. No waiver of any breach shall constitute a waiver of any subsequent breach. All remedies are cumulative and not exclusive.
- (f) All schedules hereto shall be incorporated into and form an integral part of this Agreement.

- (g) This Agreement shall be construed in accordance with and governed by the laws of the Province of Alberta and the Parties hereby attorn to the jurisdiction of the courts of Alberta.
- (h) This Agreement may be executed in counterpart and delivered electronically.
- (i) Any notice under this Agreement shall be in writing and deemed given when delivered personally, sent by courier, or transmitted by email to the following addresses:

For Greenview:

Email: _____@mdgreenview.ab.ca

Box 1079

4707 50 Street

Valleyview, AB T0H 3N0

For the Applicant:

Email: _____@_____

Address:

- (j) Time is of the essence in this Agreement.
- (k) If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be severed from this Agreement, and the remaining provisions shall continue in full force and effect.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties executed this Agreement as off the date first written above.

Municipal District of Greenview No.16

Applicant

(Authorized Signature)

(Authorized Signature)

(Print Name)

(Print Name)

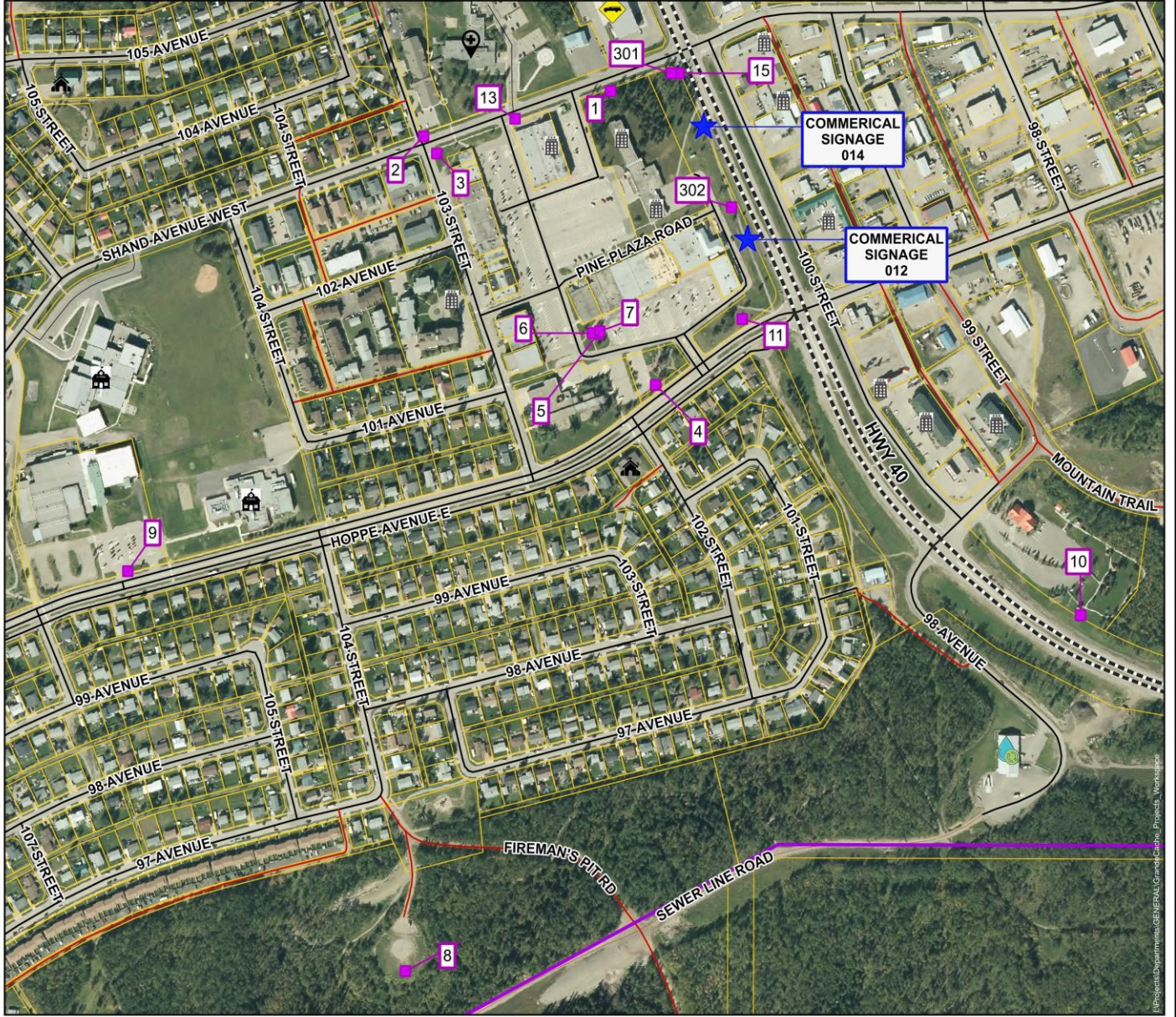
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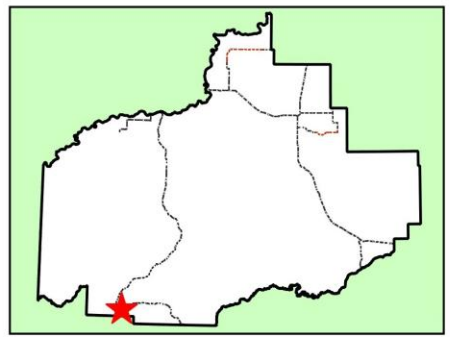
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Schedule A: Commercial Advertising Signs and Benches Aerial Map



Project: Department of Public Works, Projects, Workshop



Schedule K: Description of Fees

Business Signage	Sizing	Amount	Due Date	Method of Payment
Bench	16x68 inch or 40.64x172.72cm	\$1000.00/year + installation	December 31	In Person/Online
Commercial Signage	24x96 or 61x244cm	\$1300.00/year/panel + installation	December 31	In Person/Online
Commercial Signage	24x48 or 61x122cm	\$650.00/year/panel + installation	December 31	In Person/Online