



THE CORPORATION OF THE CITY OF BRAMPTON

BY-LAW


Number 276-79

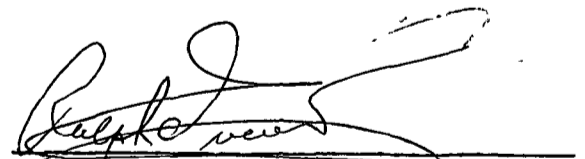
To authorize the execution of an
Assignment of Contract

The Council of the Corporation of the City of Brampton ENACTS
as follows:

THAT the Mayor and the Clerk are hereby authorized to execute
an Assignment of Contract, attached hereto as Schedule "A".

READ a FIRST, SECOND and THIRD TIME and PASSED in Open Council
this 10th day of October, 1979.


James E. ARCHDEKIN, Mayor


Ralph A. EVERETT, Clerk

ASSIGNMENT OF CONTRACTS

B E T W E E N :

MACK DORT PRODUCTIONS LIMITED,
hereinafter referred to as: " MDP "

OF THE FIRST PART

AND

BUS BANNERS ONTARIO INCORPORATED,
hereinafter referred to as:"Bus Banners"

OF THE SECOND PART

WHEREAS both parties carry on businesses in which the advertising space on municipal buses is sold directly to consumers.

AND WHEREAS it is the intention of MDP to convey its interests in the advertising space available in the City of Cambridge, acquired by virtue of a contract dated the 18th day of September, 1978, and its interests in the advertising space available in the City of Brampton, acquired through a contract dated the 16th day of May, 1978.

AND WHEREAS Bus Banners wishes to acquire the interests hereinafter described.

IT IS AGREED between the parties that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged;

1. MDP hereby assigns, transfers and conveys to Bus Banners, all its right, title and interest in the contract dated the 18th day of September, 1978, between Mack Dort Productions Limited and the City of Cambridge (a copy of which is attached hereto).
2. MDP hereby assigns, transfers and conveys to Bus Banners, all its right, title and interest in the contract dated the 16th day of May, 1978 between Mack Dort Productions Limited and the City of Brampton(a copy of which is attached hereto).
3. Bus Banners agrees to accept full responsibility for all payments due to these Cities pursuant to the contracts referred to in paragraphs 1 and 2 and attached hereto, and to save MDP from any liability with respect to payments both past and future. Furthermore, Bus Banners agrees to indemnify MDP for any liability whatsoever, to include but not confined to,

all monthly payments due to the respective municipalities, with respect to the purchase of advertising space in the Cities herein described.

4. Bus Banners agrees to take all necessary steps, and execute all necessary documents, to facilitate the transfer of interest of MDP in the contracts attached hereto, to Bus Banners. Furthermore, Bus Banners agrees to take all necessary steps with the municipalities in question.

5. Bus Banners agrees to indemnify, and hold harmless, MDP, from and against all claims, actions, damages, costs and expenses of any kind whatsoever against, suffered or incurred by MDP in connection with the fulfilment of the contracts referred to in paragraphs 1 and 2 herein.

6. Bus Banners warrants to MDP and agrees with the Cities that it shall fully and timely service the contractual commitments referred to in paragraphs 1 and 2 herein, with the City described, in accordance with the terms of the contracts and from the date hereof, to make all future commitments or agreements on behalf of Bus Banners, alone.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their corporate seals duly attested under the hands of its proper signing officer, this day of , 1979.

BUS BANNERS ONTARIO INCORPORATED

per: J. Powell

MACK DORT PRODUCTIONS LIMITED

per: M.A. Dort

CONSENT TO ASSIGNMENT

The undersigned hereby consents to the assignment of the contract as above.

THE CORPORATION OF THE CITY OF BRAMPTON

James E. Archdekin

JAMES E. ARCHDEKIN MAYOR

Ralph A. Everett

RALPH A. EVERETT CLERK

THIS AGREEMENT MADE IN TRIPLICATE THIS EIGHTEENTH DAY OF SEPTEMBER, 1978.

B E T W E E N :

MACK DORT PRODUCTIONS LTD., A Company
incorporated under the laws of the
Province of Ontario,

Hereinafter called the "Company"

OF THE FIRST PART

and -

THE CORPORATION OF THE CITY OF CAMBRIDGE,

Hereinafter called the "City"

OF THE SECOND PART

WHEREAS in conjunction with its public transportation operation, the City has agreed to grant to the Company the exclusive right to advertise on some of the City's buses, subject to the terms and conditions set out herein. NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO-----(\$2.00)-----DOLLARS now paid by the Company to the City, the receipt of which is hereby acknowledged, and in consideration of the mutual covenants herein contained, it is hereby agreed as follows:

1. The City hereby grants to the Company the exclusive right to place advertisements in all of the City's buses, factory equipped with interior tracks capable of handling advertising (now being 18 buses) for a period of five years, commencing the 1st day of February, 1979.
2. (a) The Company agrees to pay the City for the aforementioned right the sum of \$25,200.00 payable as follows:
 - (i) Total consideration for the period February 1, 1979, to April 1, 1979, payable in advance - \$200.00;
 - (ii) On the 1st day of April, 1979, and on the 1st days of May, through December, inclusive, the sum of \$491.12;
 - (iii) Every month thereafter the sum of \$420.00 per month on the 1st day of each and every month, commencing ^{January} April, 1979.
- (b) The Company shall not be required to compensate the City for the aforementioned right for additional buses purchased and operation during the term of this agreement which are factory equipped with interior tracks capable of handling advertising, except upon the coming into operation of the second, fourth, sixth... buses at which time the Company will pay the City \$47.00, \$93.00, \$140.00. respectively, per month, for each group of two buses. The first of such payments shall be made on the 1st day of the second month

after the coming into operation of the second, fourth, sixth...

buses and shall be for one month's rental, and will thereafter be made on the 1st day of each and every month at the aforesaid rate.

3. The exclusive right hereby granted to the Company by the City is subject to the following terms and conditions regarding the location, size, ownership, and responsibility for the advertising which the Company acknowledges and agrees to:

- (a) Interior advertisements are to be placed only in the racks now in the buses currently owned by the City or any buses purchased during this agreement in the factory equipped racks.
- (b) Interior racks damaged for any reason shall be replaced by the Company at its cost, but shall remain the property of the City.
- (c) Interior advertisements shall remain the property of the Company and may be replaced at any time; however, the City shall not be liable for damage to them for any reason;
- (d) The Corporation reserves the right to censor material which in the opinion of the Corporation lends itself to undesired issues or political matters which would not be considered in the Corporation's best interest. Provided however, that the Corporation agrees that it will not censor material without reasonable cause.
- (e) The Company agrees that it will allow the Corporation to have access to one space in each vehicle for the promotion of community activities and promotion of the transit system within the municipality.

4. The Company shall be allowed access to the buses at the convenience of the transit manager for the purpose of cleaning, repairing, placing and replacing advertisements or racks.

5. In any month if more than one-half ($\frac{1}{2}$) of the City's buses which carry the Company's advertising pursuant to this Agreement are non-operational for a period longer than five (5) days as a result of strike or natural disaster, the monthly amount paid by the Company shall be reduced proportionately to reflect the ratio that the non-operational days bear to the total possible operational days.

6. The Company undertakes that the advertising provided by it shall be in accordance with the regulations and standards set by the Canadian Advertising Council.

7. On the expiry of this Agreement or any renewal thereof, the Company agrees to remove from the buses all advertisements placed by it during the currency of this Agreement or any renewal thereof.

8. This contract may be assigned by the Company with the written consent of the City. The consent of the City is not to be unreasonably withheld.

9. In addition to any other remedies it may have in law, the City may terminate this contract for non-payment of any fees or costs pursuant to Paragraph 2 of this Agreement.

10. Provided that if the Company gives written notice to the City between the 1st day of November, 1983, and the 1st day of February, 1984, then only the Company shall have the option of renewing this Agreement for a further term of five (5) years on terms, conditions and payment to be agreed upon, failing agreement upon which this Agreement shall not be renewed but shall be at an end.

11. Provided further that this Offer shall be accepted by the City by October 27, 1978.

12. Any notice to be given by the City to the Company shall be in writing forwarded to the Company c/o Alan C. R. Whitten, Barrister & Solicitor, Suite 110, 1101 2nd Avenue East, Owen Sound, Ontario, N4K 2J1. Any notice to be given by the Company to the City shall be given in writing to Cambridge City Hall, 46 Dickson Street, Cambridge, Ontario, N1R 5X9, to the attention of the Director of Transit.

IN WITNESS WHEREOF the Parties hereto have hereunto affixed their corporate seals duly attested under the hands of its proper signing officer.

MACK DORT PRODUCTIONS LTD.

per: _____

THE CORPORATION OF THE CITY OF
CAMBRIDGE

per: _____

per: _____
Clerk

THIS AGREEMENT made in duplicate this 16th day
of May, 1978.

B E T W E E N : -----

THE CORPORATION OF THE CITY OF BRAMPTON

hereinafter called the 'City'

OF THE FIRST PART

A N D

MACK DORT PRODUCTIONS LTD. a corporation
incorporated under the laws of the Province
of Ontario, and having its Head Office in the
City of Owen Sound, in the County of Grey

hereinafter called the 'Company'

OF THE SECOND PART

WHEREAS the City operates a fleet of thirty-two (32)
public transit buses within the municipal boundaries of the
City of Brampton;

AND WHEREAS the Company wishes to obtain the right to
place advertisements inside and outside the buses;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in
consideration of the sum of Two Dollars (\$2.00) now paid by
the Company to the City, the receipt of which is hereby acknowledged
by the City, and in consideration of the mutual covenants herein
contained, it is hereby agreed as follows:

The City grants to the Company the right to place
advertisements on the interior and exterior of all public transit
buses now owned by the City and subject to paragraph 3, acquired
by the City during the duration of this contract for a period of
four (4) years to run from the date of the execution of this
agreement. The advertising space granted by this agreement shall
consist of space inside each bus immediately above the side windows
and one twenty-one inch (21") high by seventy inch (70") long
space on the exterior of the rear engine door panel of each bus.

The Company agrees to pay to the City the sum of Forty-eight Thousand, Four Hundred and Eighty Dollars (\$48,480.00). Payment shall be made as follows: Payment of a deposit of Six Hundred and Forty Dollars (\$640.00) upon execution of this agreement by the Company, and forty-six (46) consecutive monthly payments of One Thousand and Forty Dollars (\$1,040.00) commencing on the fifteenth day of June, 1978 and continuing on the fifteenth day of each and every month during the term of this agreement.

The Parties agree that the City operates a fleet of thirty-two (32) buses at the date of execution of this agreement. The City shall notify the Company in writing of any increase or decrease in the fleet size. In the event the number of buses operated by the City increases or decreases by five (5) buses, the aforesaid monthly payment shall be adjusted according to the following formula:

- (1) For each bus in excess of thirty-six (36), the Company shall pay to the City an additional monthly fee of Thirty Dollars (\$30.00).
- (2) For each bus less than twenty-eight (28), the Company shall deduct from its monthly payment to the City the sum of Thirty-five Dollars (\$35.00).

Any such increases or decreases in the monthly payments shall commence to be paid with or deducted from the next monthly payment due after notice to the Company.

The provisions of this clause shall apply to all increases or decreases in fleet size as may occur from time to time during the term of this agreement.

In any month if more than one-half (1/2) of the City's buses which carry the Company's advertising pursuant to this agreement are non-operational for a period longer than five (5) days as a result of strike or natural disaster, the monthly amount paid by the Company shall be reduced proportionately to reflect the ratio that the non-operational days bear to the total possible operational days.

The Company shall be allowed access to the buses of the City for the purposes of cleaning, repairing and placing signs. Such access shall be exercised on Sundays only or at times acceptable to the Transit Manager of the City.

The Company undertakes that all the advertising placed in or on the buses shall be in accordance with the regulations and standards set by the Canadian Advertising Council. In particular, the Company will avoid displaying advertising which is of a political or immoral nature; and the Company agrees that it will within forty-eight (48) hours of being so notified remove from any bus any advertisement which the Grantor in the reasonable exercise of his discretion hereunder desires removed.

Within fifteen (15) days from the termination or expiry of this agreement or any renewal thereof, the Company agrees to remove from the buses all advertisements placed by it during the currency of this agreement or any renewal thereof.

In the event the Company defaults in removing any signs pursuant to paragraphs 6 and 7 of this agreement, the City may remove such signs and the Company agrees to pay the City Fifty Dollars (\$50.00) for each such sign so removed by the City. The Parties agree that the Fifty Dollars (\$50.00) so payable is neither a penalty nor a bonus but a genuine pre-estimate of the cost that will be incurred by the City in removing each sign pursuant to the terms of paragraphs 6 and 7.

This contract may be assigned by the Company with the written consent of the City, which consent is not to be unreasonably withheld.

The Company covenants, promises and agrees to indemnify and save harmless the City from and against any and all claims for damages and from all liability, loss or expense arising from or caused by any libelous advertisement or the use of any copyrighted matter in any advertisement.

The Company agrees to allow the City two spaces, each eleven inches (11") by twenty-eight inches (28") on the interior of each bus immediately above the side windows for the City's own use. The City agrees that these spaces will not be used by paying advertisers.

(a) The exterior sign holders shall be supplied by the Company and shall be affixed on each bus by the City at the Company's expense.

(b) The exterior sign holders shall be made of anodized aluminum or stainless steel.

(c) Exterior damage to the buses caused by the removal of the frames by the Company shall be repaired by the City at the Company's expense.

(d) The City shall invoice the Company for any work done pursuant to this clause at the Company's expense and this invoice shall become due and payable within ten (10) days of it being sent to the Company.

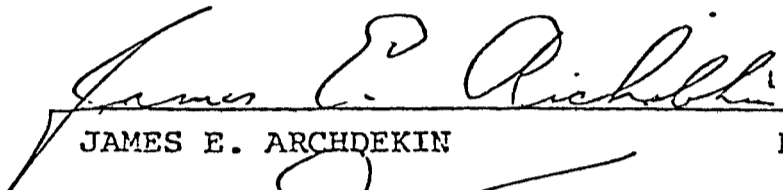
Advertisements and the exterior frames shall remain the property of the Company and may be replaced at any time; however, the City shall not be liable for damage to them for any reason.

In addition to any other remedies it may have in law, the City may terminate this contract for non-payment of any fees or any other charges due to the City pursuant to this agreement by notice thereof to the Company.

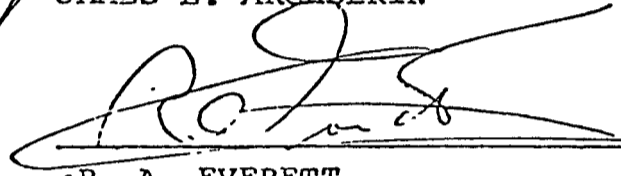
Any notices required to be given to the Company shall be in writing and given by prepaid registered mail to the Company care of Alan C. R. Whitten, Barrister and Solicitor, Suite 110, 1101 - 2nd Avenue East, Owen Sound, Ontario, or such other address as the Company may notify the City of and such notice shall be deemed to be received by the Company on the second day following its mailing.

IN WITNESS WHEREOF the Parties of the First Part and the Second Part have hereunto affixed their hands and/or corporate seals attested by the hands of their duly authorized officers.

THE CORPORATION OF THE CITY OF BRAMPTON

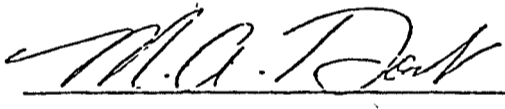


JAMES E. ARCHDEKIN MAYOR



R. A. EVERETT ACTING CLERK

MACK DORT PRODUCTIONS LTD.



Dated:

Mack Dort Productions Limited

- and -

Bus Banners Ontario Incorporated

ASSIGNMENT OF CONTRACTS

ALAN C. R. WHITTEN,
Barrister and Solicitor,
712 Second Avenue East,
Owen Sound, Ontario.
N4K 2H1

PASSED October 10th, 1979



BY-LAW

No. 276-79

To authorize the execution of
an Assignment of Contract