

BLUEPAW REWARDS PROGRAM BUSINESS MEMBER AGREEMENT

INTERPRETATION

1. The parties agree that the following terms and conditions form the Agreement between the City and the BluePaw Rewards Program Business Member. "Agreement Terms and Conditions" means these Agreement terms and conditions which form the Agreement.

INTRODUCTION

2. The BluePaw Rewards Program (The "Program") is part of the City's Pet Licensing Program. The Program is administered by Brampton Animal Services (the "City"). The Program connects approved City of Brampton retailers, service providers, distributors and other eligible businesses (the "Business") with individuals who hold valid BluePaw key chain tags (the "Members"). Members are entitled to receive a City-approved exclusive promotions(s), special offer(s) and/or direct discount(s) when they shop at an approved Business.

BUSINESS APPROVAL PROCESS

3. To be approved, the Business is required to:
 - a. Offer a City-approved exclusive promotion(s), special(s) offer and /or direct discounts(s) on product(s) and/or service(s) to members; and
 - b. Accept the terms and conditions contained in this Agreement.
4. The Business is not deemed part of the Program until:
 - a. The Business delivers a signed acceptance of the Agreement Terms and Conditions to the City (see last page of the Agreement); and
 - b. The City agrees to accept the Business and notifies the Business in writing.
5. The City reserves the right, in its sole and exclusive discretion, to refuse any applicant that does not meet the Agreement Terms and Conditions to its satisfaction, which approval shall not be unreasonably withheld.
6. The Business' participation in the Program will be for a one (1) year period and commence on a date specified by the City. Renewal on an annual basis will be automatic unless either party notifies the other, in writing, that the participation will end on a specified date. The City may also terminate the Business' participation without notice in accordance with s.15 of the Agreement.

BUSINESS PARTICIPATION

7. In addition to the requirements noted in s. 3 of the Agreement, each approved Business must assume all financial and other responsibility to:
 - a. Provide a City-approved exclusive promotion(s), special offer(s) and/or direct discount(s) on Product(s) and/or service(s) to Members;

- b. Assist with promotion of the Program by posting all Program materials including signs, posters, advertisements, and all other forms of publicity of materials in relation to the Program provided by the City at its entrance(s) and points of sale, in a manner deemed appropriate by the City;
- c. Recognize the value of the City's and Program's contribution, where appropriate, by affixing to the Business' written information, signs, posters, advertisements, website, and all other forms of publicity or materials in relation to the Program, an acknowledgement of the City and Program including, but not limited to, name, trade-marks and official marks in the form approved by the City;
- d. Provide the City with Business artwork, logos, and written information for the Program web portal and any other communications material(s);
- e. Notify the City in writing within 14 days of any changes to the exclusive promotion(s), special offer(s) and/or direct discount(s) for the product(s) and/or service(s) that were the basis for the City's approval of the Business' participation in the Program;
- f. Notify the City in writing if the Business will no longer be part of the Program;
- g. Notify the City in writing of any changes to the information provided in the Program Business Application form, including but not limited to legal or business name, address, principal ownership structure, phone number and web address.

CITY PARTICIPATION IN THE PROGRAM

- 8. The City will:
 - a. Manage and administer the Program;
 - b. Provide posters, identifiers, point-of-sale materials and any other printed communications for the Program to the Business at the discretion of the City;
 - c. Offer Program web page(s) that will list and describe the Business' participation in the Program; and
 - d. Develop and deliver City media release(s), advertisements, public engagements, and any other communications material(s) required for the Program.
- 9. The City may also:
 - a. Work collaboratively with the Business to help develop media release(s) and any other communications material(s) required for, benefitting, or in furtherance of, the Program;
 - b. Provide support communications such as newsletters, pertaining to the Program, Business and Program Members;
 - c. Provide additional partnership(s), sponsorship(s) and any other agreement opportunities to the Business that are of interest to the Program and the City;

PROVISION OF INFORMATION TO THE CITY

- 10. The City Shall be entitled to use any information, photographs and other data concerning an approved Business in any report and/or promotional materials produced by and/or for the City and the Program.

INDEMNIFICATION

11. The Business will at all times indemnify and save harmless the City of Brampton, and any and all of its employees, officers, contractors, and/or agents from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including those in relation to copyrights and trademarks) made or brought against, suffered by or imposed on any of them in relation to or arising in any way from any loss, damage or injury (including fatal injury) to any person or property directly or indirectly arising out of or sustained as a result of, or incidental to the Business' participation in the Program.

COMMUNICATIONS AND DISSEMINATION

12. The Business shall not use, publish or distribute to the public directly or indirectly, in print form or any other form of communication or media, any material or communication containing the City of Brampton, or the Program name, trade-marks, official marks, or other intellectual property of the City of attribute to the City or the Program any statement, position, opinion or comment regarding the Program, without the prior written approval of the City.

CHANGING THE AGREEMENT TERMS AND CONDITIONS

13. The Program is subject to change without notice, including, without limitation, the addition, temporary suspension, or deletion of any participating Business.
14. The City reserves the right, in its sole and exclusive discretion, to suspend or terminate at any time the Program if the Program is materially affected by local conditions or government action, unavailability of promised funds, Council decision, or for any other cause. The City will advise the Business of this decision in a reasonable and timely manner.
15. The City reserves the right to terminate or temporarily suspend from the Program any Business that breaches the Agreement Terms and Conditions.
16. If the Agreement Terms and Conditions change, the Business will be advised in writing.
17. The City will not be liable for any loss, costs, or damages suffered or incurred by the Business or any other party by reason of any change to the terms and conditions contained in the Agreement.

COMPLIANCE WITH LAWS

18. The Business, its employees and agents of the Business shall comply with all applicable laws, by-laws, regulations, orders, directives, requirements and policies of the federal, provincial and municipal governments, including the City, and all applicable court orders, judgements and declarations or a court or tribunal of competent jurisdiction, including, without limitation, those laws and regulations applying to building methods and health and safety (collectively referred to as "Laws").
19. Failure to comply with Laws may result in termination by the City of the Business' participation in the Program.

OTHER TERMS

20. It is acknowledged that the Business is an independent business and that nothing in this Agreement shall be deemed to constitute the Business an agent, partner or joint venture with the City, or to give the Business the authority to bind the City or otherwise make the City liable to any third party.
21. The City makes no endorsement, representation or warranty, express or implied, relating to the competence, quality, or suitability of any Business or the product or service offered by the Business as part of the Program.
22. The Business agrees to act diligently, co-operatively, ethically, honestly and in good faith in undertaking, performing, fulfilling and discharging its responsibilities as a Business participating in the Program and in all its dealings with customers and the City in respect of the Program.
23. These Agreement Terms and Conditions supersede all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.
24. When communications are required to be in writing, electronic or facsimile correspondence is acceptable.
25. If any of the terms and conditions in the Agreement is held to be invalid or unenforceable, the remaining provisions are not affected and are valid and enforceable.

COLLECTION, USE AND DISCLOSURE OF PERSONAL INFORMATION

26. The *Municipal Freedom of Information and Protection of Privacy Act* (the "Act") applies to all information collected by the City. The information will only be collected, used and disclosed in accordance with the Act. Information the Business supplies to the City's BluePaw Program will be collected and used for the proper administration of the Program and will not be shared with any other Business of city Division. Questions about this collection can be directed to the Animal Services Clerks, 475 Chrysler Drive, Brampton, ON L6S 3G6. Telephone: 905.458.5800

BUSINESS NAME: _____

NAME OF REPRESENTATIVE: _____

AGREED UPON DISCOUNT OR PROMOTION: _____

DATE OF AGREEMENT: _____

BUSINESS REPRESENTATIVE SIGNATURE: _____

CITY REPRESENTATIVE SIGNATURE: _____