



THIS AGREEMENT made as of the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year).

BETWEEN:

**The AIDS Committee of North Bay and Area** (hereinafter referred to as “ACNBA”), a charitable society incorporated under the laws of Ontario

OF THE FIRST PART

-and-

Bus. Phone:

Fax Phone:

(Hereinafter referred to as the “Host”)

OF THE SECOND PART

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the parties hereto agree as follows:

**1. Description of Proposed Fund-Raising**

The parties agree that commencing on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (year) and termination on the \_\_\_\_\_ day of \_\_\_\_\_, the following event will take place in North Bay, Ontario, for the purpose of raising money for ACNBA: (which event or events are hereinafter collectively referred to as the “event”).

*The AIDS Committee of North Bay and Area*

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**2. Responsibility of Host**

The Host agrees to:

**3. ACNBA Involvement**

ACNBA agrees to assist as follows:

**4. Promotion**

The parties agree that promotion will be carried out in the following manner:

**The parties further agree that all advertising, media releases, or any mention of the event in any form either before or after the event must be approved in advance by ACNBA.**

**Thanks and Recognition for Third Party Fund-raising will be given after the financial matters have been resolved.**

*The AIDS Committee of North Bay and Area*

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**5. Division of Proceeds**

The proceeds of the event shall be defined as:

ACNBA shall be entitled to the total proceeds generated by the event (or as detailed above); however, reasonable and direct expenses encountered by the Host may be deducted from the proceeds, pending approval by ACNBA.

**6. Accounting and Delivery of Proceeds**

The Host shall maintain a separate, accurate and up-to-date record showing moneys received and disbursed in connection with the event, and the purpose of such disbursement. The record shall be kept in a place convenient for ACNBA, and ACNBA shall have access to and the right to examine the record at any and at all reasonable times. The Host shall forthwith on request give ACNBA all information requested relating to moneys received and disbursed in connection with the event.

The Host shall maintain the moneys received from or in connection with the event, separate and apart from its own funds. Fourteen (14) days following the conclusion of the event, the Host shall deliver to ACNBA a copy of the record together with a cheque for ACNBA's portion for the proceeds from the event.

**Recognition will be published upon receipt of proceeds**

**7. Financial Loss**

The Host agrees that if the event loses money, ACNBA shall not be liable for any part of the loss.

**8. Release and Indemnity**

The Host hereby releases ACNBA from all actions, causes or action, claims and demands for damages, loss or injury which the Host may have or acquire at any time against ACNBA in connection with the event, however arising.

The Host further agrees to indemnify and forever save ACNBA harmless from and against any and all actions, causes of action, claims, damages, losses, expenses, costs (including legal fees), charges and liabilities, arising out of or in connection with the management and holding of the event by the cost.

**9. Accessibility to Persons living with HIV/AIDS**

The parties agree the persons living with HIV/AIDS will not be prevented from attending or participating in the event as a consequence of their health status.

**10. Termination of Agreement**

Either party may withdraw from this agreement upon written notice delivered to the other party not less than thirty (30) days before the event is to occur, or at any time upon the mutual agreement of the parties. Such notice shall be delivered as follows:

As to ACNBA:

AIDS Committee of North Bay and Area  
Suite 201, 269 Main Street West  
North Bay, ON  
P1B 2T8

Attention Kathleen Jodouin, Project Development Coordinator

As to the Host:

*The AIDS Committee of North Bay and Area*

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**11. Status of the Parties**

The Parties acknowledge and agree that ACNBA shall be the beneficiary and not then sponsor of the event which is to be managed and held by the Host. The parties further agree that nothing in this agreement shall give either party the authority, expressed or implied, to bind the other to any obligation whatsoever.

**12. Assignment**

Neither party hereto may assign any of its interest in this agreement without prior consent of the other party.

**13. Governing Law**

This agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

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

AIDS Committee of North Bay and Area

Per:

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

Per:

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

*The AIDS Committee of North Bay and Area*

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