

**SHUSWAP ELECTRONIC SIGN RENTAL AGREEMENT**

THIS ELECTRONIC SIGN RENTAL AGREEMENT made effective this

\_\_\_\_\_ (year-month-day)

BETWEEN:

SHUSWAP BAND

(the "Shuswap Band")

- and -

\_\_\_\_\_ (the "Renter")

\_\_\_\_\_ (Company Name)

Represented by:

Name: \_\_\_\_\_

Contact Information:

Phone number: \_\_\_\_\_

Email Address: \_\_\_\_\_

The Shuswap Band has a state-of-the-art electronic sign located at the intersection of Athalmer Road and Kinbasket Trail, Invermere, BC with several spots open for advertising to the Shuswap and Invermere community. The sign has 10 sign spots available, which continuously rotate at 10-seconds per Advertisement/Notice. Half of these spots are reserved for Shuswap Administration Notices, but the other 5 are open to businesses, organizations, and others for advertising use.

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

## 1. RENT

### A. The Content of the Rental Sign:

- i. Will not contain libel, slander, intimidate, harass, or threaten any employee, customer, supplier or affiliate of the Shuswap Band or its affiliates;
- ii. Must not contain comments which are negative, derogatory or false about the Shuswap Band, its employees, its management, its suppliers, its customers, or its affiliates;
- iii. Advertisements are thoughtful, and free of profanity and harassing and/or discriminatory comments;
- iv. The Shuswap Band seeks to promote a high level of responsible behavior in connection with the use of its resources, and has formulated this agreement to protect the reputation and resources of the Shuswap Band, its customers, and its employees from irresponsible or illegal activities;
- v. Will not divulge private and/or confidential information related to the Shuswap Band's business, its clients, its affiliates and/or its employees;
- vi. Must not contain offensive language or graphics;
- vii. Must not infringe any copyright, trademark, trade secret, or other intellectual property right;
- viii. Must not be obscene, immoral, unethical or pornographic;

### B. The Content of the sign can be created:

- i. by the Shuswap Band and approved by Renter before being made public, the cost for this will be a minimum \$50.00 for one (1) hour of sign design/set-up or,
- ii. by the Renter who may have their own Ad (graphics, pictures, company logos etc.) that they would like displayed on the sign, and these will be emailed to the Shuswap Band in the final form to be displayed according to the dimensions of the sign, and the content approved by the Shuswap Band to ensure the content is appropriate and does not violate any of the terms set on in this rental agreement before being made public.

### C. The Renter may choose one of the following Advertising Options and shall pay amount to the Shuswap Band the following sums:

- i. **One Day Rental Fee (24-hour period)** of the Electronic Sign of **\$50.00 plus tax**, with a guarantee that your advertisement will be shown a minimum of 200 times to a maximum of 1,440 times in the 24-hour period.

- ii. **One Week Rental Fee** of the Electronic Sign of **\$65.00** with a guarantee that your advertisement will be shown a minimum of 5,000 times to a maximum of 10,080 times in the entire week.
  
- iii. **One Month Rental Fee** of the Electronic Sign of **\$200.00** with a guarantee that your advertisement will be shown a minimum of 10,000 times to a maximum of 240,920 times in the month of \_\_\_\_\_ to \_\_\_\_\_.  
(year-month-day) (year-month-day)
  
- iv. **One Year Rental Fee** of the Electronic Sign of **\$2250.00** plus tax with a guarantee that your advertisement will be shown a minimum of 120,000 times to a maximum of 240,920 times in the month of \_\_\_\_\_ to \_\_\_\_\_.  
(year-month-day) (year-month-day)

**2. TERM**

The term of this Rental Agreement commenced effective \_\_\_\_\_  
(year-month-day)  
and, unless earlier terminated in accordance with its terms, shall continue  
until \_\_\_\_\_  
(year-month-day)

**3. TERMINATION**

Shuswap Band may terminate this Rental Agreement with the Renter:

- A. If any cheque drafts or payments authorized under this Agreement are returned unpaid;
- B. If the Renter breaches any term or condition set out in this Agreement;
- C. For any reason, at the Shuswap Band's sole discretion.

Either party may terminate this agreement earlier than the period agreed upon by giving 48 hours written notice to the other party upon occurrence. The Renter shall pay Shuswap Band for all services rendered and work performed up to the effective date of termination.

#### **4. INDEMNITY/LIABILITY CLAUSE**

The Renter agrees to defend, indemnify, and hold Shuswap Band harmless its Chief & Council, directors, shareholders, employees, and affiliates, and against any and all actions, costs, claims, losses, expenses or damages including lawyer's fees on a lawyer and his own client basis which are suffered by or claimed against the Shuswap Band arising directly or indirectly from advertising on the Shuswap Band's Electronic Sign.

Under no circumstances shall either party be liable to the other party or any third party claiming by or through such other party for indirect, incidental, consequential, special or exemplary damages (even if advised of the possibility of such damages), arising from this agreement, such as, but not limited to, loss of revenue or anticipated profits or lost business, costs of delay, or liabilities to third parties arising from any source, even if such party has been advised as to the likelihood of same.

#### **5. Payment**

Payment required prior to posting of sign and after content approval by both parties.

Payment accepted via e-transfer, cheque, or cash.

E-Transfers sent to: [accounting@shuswapband.ca](mailto:accounting@shuswapband.ca)

Cheques made out to:

Attn: Accounting  
Shuswap Band  
492 Arrow Road  
Invermere, BC, V0A 1K2

**IN WITNESS WHEREOF**, this Agreement has been executed on behalf of the Parties by their duly authorized representatives.

SHUSWAP BAND Representative:

RENTER Representative:

\_\_\_\_\_

Signature

\_\_\_\_\_

Signature

\_\_\_\_\_

Name

\_\_\_\_\_

Name

\_\_\_\_\_

Date

\_\_\_\_\_

Date

SAMPLE