

APPENDIX B

EVENT AGREEMENT TEMPLATES

1. **Canadian Triathlon Championships / Junior Series and CAMTRI**
2. **Junior Series**
3. **Canadian Multisport Championships** – Long Distance, Standard Duathlon, Sprint Duathlon, Aquathlon, Aquabike, Cross Triathlon, Winter Triathlon
4. **Age Group Qualification Events** (For ITU World Triathlon Championships and ITU World Multisport Championships)

Appendix B-1

Triathlon Canada and LOC Agreement Template

Canadian Triathlon Championships / Junior Series and CAMTRI

1. TERM

- 1.1 The Local Organizing Committee (the “LOC”) agrees to the requirements set out in this document to receive Triathlon Canada endorsement of the event. These requirements will form the basis of the legal agreement to be signed should the LOC be awarded an event.

2. RIGHTS GRANTED

- 2.1 Triathlon Canada grants to the LOC:

- 2.1.1 And entrusts it with the non-transferable right and license to operate, stage, publicize and wind-up the Event, under the terms and conditions of this Agreement and its Schedules.
- 2.1.2 For the duration and for the purpose of this Agreement only, a non-exclusive, non-transferable license to use Triathlon Canada Intellectual Property and Triathlon Canada Trade-marks, listed in Schedule C, owned by Triathlon Canada for the purpose of the Event.

3. THE EVENT

- 3.1 The Parties agree the Event will be named the EVENT TITLE. The LOC further agrees to not give names to the Event other than those mentioned in this section.
- 3.2 The Event will be held at the LOCATION AND DATE and the LOC will provide the services as described in this Agreement and the Schedules.
- 3.3 The Event will be subject to the rules of Triathlon Canada. In case of dispute between the terms of this Agreement and the Event regulations, the latter will take precedence.

4. ITU COMPLIANCE

- 4.1 In addition to this document, the *ITU Event Organisers Manual* (EOM) and the *ITU Local Organizing Committee Requirements for Continental Events* can be used as working documents for the LOC and include all the necessary additional information to deliver the event details. Executing the details is a matter of agreement with the appointed Triathlon Canada Technical Delegate (TD) and the appointed Continental Technical Liaison (if applicable). All the above documents are available in the download section on www.triathlon.org.
- 4.2 The format of the Elite, U23, and Junior competition will be determined by the High Performance Director in consultation with the Technical Director of Triathlon Canada.

5. ITU CAMTRI EVENT

- 5.1 Triathlon Canada will support the LOC in their application for an ITU Confederación Americana de Triathlon (CAMTRI) event once approved by Triathlon Canada.

6. GOVERNMENT OF CANADA SUPPORT AND FUNDING

- 6.1 Where applicable, Triathlon Canada will support an application for funding under the Federal Policy for Hosting International Sport Events (the “Hosting Policy”). The LOC must abide by all Policy Requirements including:

- 6.1.1 Respect of Federal Policies
- 6.1.2 Respect of bidding and hosting processes
- 6.1.3 Sound use of federal funds
- 6.1.4 Demonstrated contribution to sport development
- 6.1.5 Acknowledgement and access

The Hosting Policy can be found here: [Federal Policy for Hosting International Sporting Events](#)

- 6.2 The LOC will endeavour to promote English and French (Canada’s Official Languages) and to support the development of Official Language minority communities. The Sport Canada Hosting agreement activities and Official Language requirements will be adhered to should funding be granted.
- 6.3 The LOC understands that Sport Canada Hosting funding is not a guarantee. Any request for Sport Canada Hosting funding is determined solely by Sport Canada.
- 6.4 The LOC will adhere to the Government Policy on Tobacco Sponsorship of National Sport Organizations. The policy is available at the following address: [Federal Policy on Tobacco Sponsorship of National Sport Organizations](#)

7. CONSIDERATION, BUDGET AND ACCOUNTING

- 7.1 The LOC agrees to pay Triathlon Canada a Sanction fee of \$9,000 and \$15.00/athlete as well as Technical Official on-site costs. The \$15.00/athlete fee will be directly deposited to Triathlon Canada during the athlete registration through NTRS.
- 7.2 As per the Hosting Policy the LOC will have sound fiscal and human resource management, including financial statements that adhere to generally accepted accounting principles, annual reports, and other appropriate management and internal control framework that includes among other things, administrative and financial policies such as segregation of duties, purchasing and contracting, cheque signing and staffing and asset management.
- 7.3 All public funds received by Triathlon Canada in association with the Event, including any contributions from Sport Canada, will be payable to the LOC for the management and organization of the Event and governed by the terms of the Contribution Agreement(s). Triathlon

Canada reserves the right to hold-back a portion of this funding to ensure all costs associated with the Technical Official Program and the Canadian Anti-Doping program costs are covered.

- 7.4 In partnership with the LOC, Triathlon Canada will approve all aspects of the event budget and approve all expenditures.
- 7.5 The LOC will be required to submit to Triathlon Canada Audited Financial Statements, consisting of the organizations Statement of Financial Position or Balance Sheet, Statement of Operation or Income Statement, Statement of Retained Earnings or Statement of Changes in Net Assets, Statement of Cash Flows (when applicable) as well as the Notes.
- 7.6 Triathlon Canada reserves the right to audit or cause to have the audited the accounts and records of the Recipient for a period of up to five years after the end of an Agreement to ensure compliance with the terms and obligations of the Agreement.
- 7.7 All expenses incurred as a result of the Event will be the sole responsibility of the LOC. For further clarification, Triathlon Canada will not be responsible in any way for any monies, losses, or expenses incurred by the LOC, unless otherwise stated herein.
- 7.8 The LOC acknowledges that no employee, agent or representative of Triathlon Canada has made any oral, written or visual representation or projection of actual or potential sales, earnings or net or gross profits. The LOC represents that it understands the risks of operating the Event and is able to bear such risks. The LOC acknowledges the success of the Event will depend primarily on the LOC's own efforts and abilities.
- 7.9 Triathlon Canada guarantees no registration or participation by an individual or club in the Event; and moreover, it guarantees no number of registrations.
- 7.10 The LOC will open a separate and independent bank account for the Event.
- 7.11 The LOC will maintain full and accurate accounting and records of all LOC receipts, disbursements, revenues and expenses with regard to the Event.
- 7.12 The LOC will notify Triathlon Canada of any potential expenses which may be greater than the approved Budget. The LOC will be solely responsible for any cost overruns incurred by the LOC.
- 7.13 The LOC will submit to Triathlon Canada an accurate Statement of Revenue and Expenditures that will include all receipts and invoices within forty-five (45) days following the completion of the Event.
- 7.14 Subject to Triathlon Canada receipt of the Statement of Revenue and Expenditures and upon satisfactory verification of its accuracy, Triathlon Canada will forward to the LOC, within ten (10) days from the date of verification, the balance of monies owed to the LOC including any holdback funds, if any. If there are any discrepancies with the Statements, Triathlon Canada will notify the LOC who will act accordingly.
- 7.15 To ensure that all Parties to this Agreement are kept informed of the Event's financial situation, the LOC will provide Triathlon Canada with detailed income and expense statements made in the

previous calendar months for the Event on the fifteenth day of each month thereafter until the commencement and completion of the Event.

- 7.16 Triathlon Canada may appoint, at Triathlon Canada's discretion, a representative to inspect any sections of the books and accounts in relation to the Event at Triathlon Canada's expense.

8. RACE ENTRY FEE

- 8.1 Triathlon Canada and the LOC will mutually agree to the price for race entry fees.

9. REGISTRATION

- 9.1 The LOC will use the National Triathlon Registration System (NTRS) for any athlete entries that fall outside the ITU athlete entry system.
- 9.2 The LOC will provide complimentary race entries for all Triathlon Canada National Team Athletes.

10. PRIZE MONEY

- 10.1 As per the *ITU Continental Events Rules and Recommendations*, the LOC must provide a minimum of \$10,000 USD in prize money to be divided equally the top ranked female and male athlete in amount and depth. The prize money shall be delivered to Triathlon Canada at least 60 days prior to the event, unless otherwise expressly agreed by Triathlon Canada and the LOC.

11. COMMUNICATIONS, ADVERTISING AND MARKETING

- 11.1 Triathlon Canada will be acknowledged as a major partner of the event. Visibility includes, but is not limited to:
- 11.1.1 Acknowledgement as a major partner in any digital or print communications including website, newsletters, and promotional material.
 - 11.1.2 Acknowledgement at all public activities.
 - 11.1.3 Acknowledgement on the Finishing Tape, Finish Gantry, Podium Backdrop and Media (Press Conference/Interview) Backdrop as per the Triathlon Canada Branding Guidelines.
 - 11.1.4 Space for 'Canada House', a Triathlon Canada tent approximately 20x20) in a high demand and prominent area.
- 11.2 The LOC will execute a communications, advertising and marketing plan for the event as agreed to by Triathlon Canada. This will include the appointment of a media coordinator for the event to work in conjunction with Triathlon Canada's communications manager.
- 11.3 The LOC will provide media (e.g., photos and video) with Team Canada athletes with full rights of distribution and usage.

12. SPONSORSHIP AND DONATIONS

- 12.1 The LOC will provide Triathlon Canada Sponsors with the first right of refusal to Naming (Title) Rights Sponsor for the Event based on the conditions as set by the LOC.

- 12.2 The LOC cannot accept sponsors that conflict with Triathlon Canada's Sponsors without the written permission of Triathlon Canada. All potential sponsors must be approved by Triathlon Canada and such approval will not be unreasonably withheld.
- 12.3 Should Triathlon Canada be in advanced negotiations with a Sponsor, both Triathlon Canada and LOC will act reasonably and in good faith in keeping the category or categories open until such time as the Sponsor is confirmed or it is determined the partnership will not be completed in time for the event.
- 12.4 In the event Triathlon Canada obtains a sponsor after the awarding of an event, Triathlon Canada may not impose the sponsor on the LOC; however, the LOC agrees that it will try to find common ground with Triathlon Canada and the Sponsor and resolve any issues in a timely manner that is beneficial to both parties.
- 12.5 Triathlon Canada shall provide the LOC with all relevant information about a Sponsor or Sponsor category pertinent to the event within 60 days of the awarding of the event by the ITU or the signing of the new Sponsor.
- 12.6 The LOC agrees that Triathlon Canada has the right to market and sell merchandise at the event and at all associated activities specifically for the purpose of raising revenue for Triathlon Canada.

Exposure for Triathlon Canada Sponsors

- 12.7 The LOC will provide Triathlon Canada Platinum and Gold level sponsors at no cost with:
 - 12.7.1 expo venue space (20 x 20) in a high demand and prominent area, for the purposes of display and sale of product;
 - 12.7.2 free advertisement page (four color if available) and a logo on the cover of official event program if such a program is published;
 - 12.7.3 logo identification on event website;
 - 12.7.4 logo identification on entry forms, press release, advertising, results and any official print material and t-shirts;
 - 12.7.5 the rights to distribute premiums at the event at no charge as agreed to;
 - 12.7.6 the right to participate in the presentation of awards at the awards ceremony;
 - 12.7.7 eight (8) tickets to VIP viewing areas (if tickets are used or sold);
 - 12.7.8 four (4) tickets to all social events (if tickets are used or sold);
 - 12.7.9 four (4) complementary age-group race entries;
 - 12.7.10 signage (supplied by sponsor) in prominent locations including the race finish area, transition area, swim area, swim finish and any other areas determined. If sponsors are not available to place signs, this shall be the responsibility of the LOC following the approved branding plan;
 - 12.7.11 category exclusivity unless otherwise approved by Triathlon Canada.
- 12.8 The LOC will provide Silver and Bronze Level Triathlon Canada Sponsors at no cost with:

- 12.8.1 expo Venue Space (standard size 10X10) in a high demand and prominent area, for the purposes of display and sale of product;
 - 12.8.2 4 VIP Passes for access to viewing and social events;
 - 12.8.3 recognition of Sponsor on Sponsorship Page of Official Event Program, the Event website and on event t-shirts;
 - 12.8.4 category exclusivity unless otherwise approved by Triathlon Canada.
- 12.9 The LOC will support the Triathlon Canada Friends program. This will include recognition of commercial or non-commercial organizations not in conflict with LOC Sponsors prior to and during the event.
- 12.10 If Triathlon Canada has a direct National level travel and accommodation sponsor, the LOC will provide this sponsor first right of refusal for any sponsorship.

13. TELEVISION AND MEDIA RIGHTS

- 13.1 The event will retain the national distribution rights for its event and ITU will retain the international TV distribution rights.
- 13.2 Triathlon Canada will liaise with national broadcasters to negotiate broadcasting terms for the Event on behalf of the parties.
- 13.3 The LOC shall cooperate with Triathlon Canada to ensure that:
- 13.3.1 Triathlon Canada Sponsors have a first opportunity for 60 days to purchase television broadcast spot (s) through a designated network;
 - 13.3.2 Triathlon Canada Sponsors have the first opportunity for 60 days to purchase opening and closing billboards from the LOC at fair market value.

14. ACCOMMODATION

- 14.1 The LOC undertakes and agrees to:
- 14.1.1 Give first right of refusal to the Canadian Team for their accommodation selection within the proposed team accommodation venue. Provide one conference/working room to the NSF in addition to the accommodation, at no charge; and
 - 14.1.2 To pay the cost of accommodations (three stars or, equivalent) for up to 3 NSF representatives (as determined by Triathlon Canada) for a maximum of 5 nights to attend the EVENT.

15. TECHNICAL OFFICIALS

- 15.1 The total number of National-level Technical Officials (NTOs) officiating at an event will be determined and agreed on between the Technical Delegate, the LOC and Triathlon Canada. In addition to the requirements identified in the ITU EOM (Section 3.4.1) and the ITU LOC Requirements for Continental Events which specifies that there will be a minimum of 12 NTOs, all

TOs will be provided an honorarium (\$75/day – includes daily per diem) and travel stipend if required.

15.2 As per the ITU Event Organiser's Manual, the LOC will provide:

15.2.1 Accommodation and transportation for out-of-town Technical Officials for a maximum span of one night prior to the start of the event, or starting the day of the first athlete briefing (whichever comes first), and one night after the closing of the event;

15.2.2 Triathlon Canada must approve the accommodation plan for technical officials;

15.2.3 Meals (provided during competition days/time), to all Technical Officials including two social functions (opening athlete dinner and closing banquet);

15.2.4 A souvenir to all Technical Officials,

15.2.5 At the accommodation site or venue, a meeting area for all Technical Officials.

15.3 Triathlon Canada will work with the PSO and LOC to identify and train local TOs to officiate the event.

16. ANTI-DOPING

16.1 The LOC must provide doping control services and comply with both the ITU Anti-Doping Rules and World Anti-Doping Agency Code. The Canadian Centre for Ethics in Sport (CCES) provides these services in Canada and obligates Triathlon Canada to act as a guarantor for the payment of their services and to settle any outstanding amounts within a reasonable time frame after the end of the event. Triathlon Canada therefore reserves the right to withhold from the LOC up to 50% of the total cost associated with these services from any monies that Triathlon Canada administers on behalf of the LOC and/or to require the LOC to place these monies in trust with Triathlon Canada upon signing the Doping Control Services Agreement.

17. INSURANCE

17.1 The LOC will maintain in force during the Event a comprehensive general liability insurance policy in the amount of five (5) million dollars and minimum cover in the case of damage and cancellation of the Event in the amount of five hundred thousand dollars (\$500,000). The LOC will name Triathlon Canada as an additional named insured and provide proof of such insurance one (1) month prior to the Event or upon the request of Triathlon Canada. Any such certificate will include coverage for cross liability.

17.2 The LOC will recognize all Triathlon Canada annual members and will not charge them for additional race insurance. Annual membership will be validated through the NTRS and/or at race-day check-in for those provinces that are not on the NTRS system.

18. EQUIPMENT AND MATERIALS

18.1 Triathlon Canada may require the LOC to update or modify equipment or materials as is reasonably necessary to maintain proper operations and an aesthetic appearance and professional image. Within fourteen (14) days after receipt of written notice, the LOC will fully implement and complete such changes.

- 18.2 The LOC agrees that Triathlon Canada representatives will have the right to inspect the operation of the Event, check operations, supplies, and equipment and determine whether the Event is being conducted in accordance with this Agreement.
- 18.3 In the event any such inspection indicates deficiency or unsatisfactory condition with respect to any matter required under this Agreement, Triathlon Canada will notify the LOC in writing of the LOC' non-compliance. The LOC will repair such deficiencies at their own expense.

19. FORCE MAJEURE

- 19.1 Notwithstanding anything to the contrary contained herein, if the LOC's facilities are materially damaged, or if the LOC is otherwise unable to provide adequate facilities for the Event by reason of any strike, labour controversy, governmental ordinance, court order, administrative ruling or other cause beyond the LOC' reasonable control, so as to render it impossible or impracticable for the LOC to stage the Event on the dates scheduled, the LOC will give Triathlon Canada notice as to such, and Triathlon Canada upon receiving such notice may elect either to cancel the Event, to postpone the Event date or operate the Event on its own accord.
- 19.2 In the event that Triathlon Canada elects to cancel the Event under section 22.1, neither party will have any further rights, liabilities or obligations to the other with respect to the Event and all Parties will be responsible for their own expenses.

20. TERM

- 20.1 This Agreement will commence on the ____ day of _____, 20__ and will terminate on, the latter of, the completion of all responsibilities described herein or the ____ day of _____, 20__, unless earlier terminated pursuant to this Agreement.

21. TERMINATION OF AGREEMENT

- 21.1 Either Party may terminate this Agreement immediately if either Party goes into liquidation or insolvency or has an administrator or receiver of its undertaking appointed.
- 21.2 Triathlon Canada may terminate this Agreement and revoke the Event sanction granted by this Agreement at any time in advance of the Event if the LOC fails to fulfill its obligations under this Agreement. Once the Event is underway, Triathlon Canada will have the authority to terminate the Event if the technical standards are not being met and/or the safety of participants or patrons at the Event are at risk.
- 21.3 Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have five (5) days to remedy the matter.
- 21.4 If at any time during the Agreement hereof, a Party is charged with any act of or thing which, is an offense involving moral turpitude under applicable law or is otherwise involved in any activity or conduct which may bring the other Party's reputation, image, products and/or services into disrepute, contempt, scandal or ridicule, then such party will have the right to immediately terminate this agreement.

22. CONDITIONS FOLLOWING TERMINATION

- 22.1 In the event this Agreement is terminated, the Parties will:
- a) Pay all monies owed in accordance with this Agreement.
 - b) Pay all their respective undisputed debts owing to creditors relating to this Agreement.
 - c) Immediately cease using the Intellectual Property, and Trade Marks of the other Party.
 - d) Immediately cease using any materials bearing the Intellectual Property and Trade Marks of the other party.
 - e) Not divulge or use any Confidential Information.
- 22.2 In the event this Agreement is terminated, the LOC will transfer any and all monies raised by the LOC to Triathlon Canada.

23. PROTECTION OF PERSONAL INFORMATION

- 23.1 The LOC will use Personal Information (information about an identifiable individual) collected in accordance with this Agreement only for the purposes of the responsibilities described herein and for no other purpose.
- 23.2 The LOC will not use Personal Information for marketing, solicitation or communications of the LOC' products or services; or disclose Personal Information to any third party. Any breach of this paragraph is grounds for immediate termination of this Agreement.
- 23.3 Sections 23.1 and 23.2 will survive the termination of this Agreement in perpetuity.

24. CONFIDENTIALITY

- 24.1 The LOC acknowledges that the Event includes confidential and proprietary information, including, but not limited to, procedures, business methods, forms, policies, marketing and development plans, advertising program, creative materials, methods and plans, trade secrets, knowledge, techniques and information that is not generally or publicly known which was learned, discovered, developed, conceived, originated, or prepared by Triathlon Canada under this Agreement ("Confidential Information").
- 24.2 The LOC will not, either during the term of this Agreement or at any time thereafter, disclose to a third party any confidential information concerning the business or affairs of Triathlon Canada or the Event.

25. INTELLECTUAL PROPERTY

- 25.1 The Parties agree not to register or claim any rights in respect of the Trademarks and Intellectual Property owned by the other Party.
- 25.2 The Parties guarantee, represent and warrant that they have the legal right and responsibility to provide the rights and benefits granted to the other parties under this Agreement. The Parties further guarantee, represent and warrant that the products and logos exchanged in this agreement are accurate and do not contain any fraudulent, deceptive or obscene materials and

will not violate any law or regulation, or any rights of any third party, including, but limited to, any copyright, trademark, image or other proprietary, property or contractual right.

- 25.3 All rights in Triathlon Canada trade-marks, service marks, logos and brands belonging to Triathlon Canada (collectively "Triathlon Canada Trade-marks"), patents, registered designs, rights in any format or presentation (including its look, feel, visual or other non-literal elements), trading, business or domain names and e-mail addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights (registered or unregistered) of a similar or corresponding character which subsist now or in the future in any part of the world, (collectively "Triathlon Canada Intellectual Property") is and will remain the property of Triathlon Canada and nothing in this Agreement will imply any transfer of ownership, right, title or interest in respect of such Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property apart from the license granted herein. The rights of the Parties will be limited to use of such intellectual property rights only so far as to give this Agreement force and effect.
- 25.4 The LOC may not revise or modify Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property or material in any way, and must be displayed in the same form and colours as provided by Triathlon Canada, except with Triathlon Canada's prior written approval.
- 25.5 Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, trademarks, patents, logos, trade names, brands and other works produced by The LOC during the term of this Agreement, or otherwise produced in connection with this Agreement will be owned solely by Triathlon Canada, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.

26. ASSIGNMENT, AGENCY AND/OR PARTNERSHIP

- 26.1 The Parties agree not to commit or purport to commit the other party to the payment of any money to any person, organization or corporation and nothing in this Agreement will be construed as making the Parties partners or in a joint venture.
- 26.2 The Parties will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the Parties.

27. LIABILITY AND INDEMNITY

- 27.1 The LOC will indemnify and hold harmless Triathlon Canada and its directors, officers, committee members, volunteers, consultants, agents and employees ("Triathlon Canada Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless Triathlon Canada Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whosoever, resulting from, or arising out of, directly or indirectly:

- a) Any negligent act or omission or willful misconduct of the LOC or its respective directors, officers, servants, subcontractors, employees or any other persons for whom in law the LOC is responsible who are acting under the LOC' direction or supervision; or
- b) Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the LOC.

27.2 The provision of clause 30.1 will continue in force indefinitely after termination of this Agreement.

28. NOTICES

28.1 Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

29. DISPUTE RESOLUTION

29.1 The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the parties. If a mediated resolution of the dispute cannot be achieved within thirty (30) days of initiating mediation, the Parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the Parties.

30. INTERPRETATION

30.1 This Agreement will be interpreted in accordance with the laws of the Province of British Columbia.

31. GENERAL

31.1 No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.

31.2 The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.

31.3 This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.

31.4 If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

31.5 This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.

31.6 The termination of this Agreement, for whatever reason, will not terminate any provision, which is expressly provided to continue in force after such termination.

THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement. To Evidence their agreement, the Parties have signed this Agreement.

Triathlon Canada

Per:

Per:

Date:

Date:

Appendix B-2

Triathlon Canada and LOC Agreement Template - Junior Series

1. TERM

- 1.1 The Local Organizing Committee (the “LOC”) agrees to the requirements set out in this document to receive Triathlon Canada endorsement of the event. These requirements will form the basis of the legal agreement to be signed should the LOC be awarded an event.

2. RIGHTS GRANTED

- 2.1 Triathlon Canada grants to the LOC:
- 2.1.1 And entrusts it with the non-transferable right and license to operate, stage, publicize and wind-up the Event, under the terms and conditions of this Agreement and its Schedules.
 - 2.1.2 For the duration and for the purpose of this Agreement only, a non-exclusive, non-transferable license to use Triathlon Canada Intellectual Property and Triathlon Canada Trade-marks owned by Triathlon Canada, for the purpose of the Event.

3. THE EVENT

- 3.1 The Parties agree the Event will be named the ENTER NAME HERE. The LOC further agrees to not give names to the Event other than those mentioned in this section.
- 3.2 The Event will be held at the LOCATION AND DATE and the LOC will provide the services as described in this Agreement and the Schedules.
- 3.3 The Event will be subject to the rules of Triathlon Canada. In case of dispute between the terms of this Agreement and the Event regulations, the latter will take precedence.

4. ITU COMPLIANCE

- 4.1 The event must comply with the *ITU Competition Rules*. In adherence to these rules Triathlon Canada will not allow athletes to age-up in the Junior category.
- 4.2 In addition to this document, the *ITU Event Organisers Manual* (EOM) and the *ITU Local Organizing Committee Requirements for Continental Events* can be used as working documents for the LOC and include all the necessary additional information to deliver the event details. Executing the details is a matter of agreement with the appointed Triathlon Canada Technical Delegate (TD). All the above documents are available in the download section on www.triathlon.org.
- 4.3 The format of the Junior competition will be identified by the High Performance Director of Triathlon Canada. The format will align with the Triathlon Canada High Performance goals, objectives and the development of National talent.

5. CONSIDERATION, BUDGET AND ACCOUNTING

- 5.1 The LOC agrees to pay Triathlon Canada a Sanctioning fee of \$1,500 plus \$15.00/athlete and Technical Official on-site costs. The \$15.00/athlete will be directly deposited to Triathlon Canada during the athlete registration through the NTRS.
- 5.2 As per the Hosting Policy the LOC will have sound fiscal and human resource management, including financial statements that adhere to generally accepted accounting principles, annual reports, and other appropriate management and internal control framework that includes among other things, administrative and financial policies such as segregation of duties, purchasing and contracting, cheque signing and staffing and asset management.
- 5.3 If applicable, all public funds received by Triathlon Canada in association with the Event, including any contributions from Sport Canada, will be payable to the LOC for the management and organization of the Event and governed by the terms of the Contribution Agreement(s). Triathlon Canada reserves the right to hold-back a portion of this funding to ensure all costs associated with the Technical Official Program and the Canadian Anti-Doping program costs are covered.
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- 5.12 Should public funding be provided, the LOC will notify Triathlon Canada in regards to potential expenses which may be greater than the approved Budget. The LOC will be solely responsible for any cost overruns incurred by the LOC.
- 5.13 The LOC may be required to submit to Triathlon Canada an accurate Statement of Revenue and Expenditures that will include all receipts and invoices within forty-five (45) days following the completion of the Event.
- 5.14 Subject to Triathlon Canada receipt of the Statement of Revenue and Expenditures and upon satisfactory verification of its accuracy, Triathlon Canada will forward to the LOC, within ten (10) days from the date of verification, the balance of monies owed to the LOC including any holdback funds, if any. If there are any discrepancies with the Statements, Triathlon Canada will notify the LOC who will act accordingly.
- 5.15 To ensure that all Parties to this Agreement are kept informed of the Event's financial situation, the LOC may be required to provide Triathlon Canada with detailed income and expense statements made in the previous calendar months for the Event on the fifteenth day of each month thereafter until the commencement and completion of the Event.
- 5.16 Triathlon Canada may appoint, at Triathlon Canada's discretion, a representative to inspect any sections of the books and accounts in relation to the Event at Triathlon Canada's expense.

6. REGISTRATION

- 6.1 The LOC will use the National Triathlon Registration System (NTRS) for any athlete entries that fall outside the ITU athlete entry system.
- 6.2 The LOC will provide complimentary race entries for all National Team and National Development Team Athletes.

7. COMMUNICATIONS, ADVERTISING AND MARKETING

- 7.1 Triathlon Canada will be acknowledged as a major partner of the event. Visibility includes, but is not limited to:
 - 7.1.1 Acknowledgement as a major partner in any digital or print communications including website, newsletters, and promotional material.
 - 7.1.2 Acknowledgement at all public activities.
 - 7.1.3 Acknowledgement on the Finishing Tape, Finish Gantry, Podium Backdrop and Media (Press Conference/Interview) Backdrop as per the Triathlon Canada Branding Guidelines.
- 7.2 The LOC will provide media (e.g., photos and video) with Team Canada athletes with full rights of distribution and usage.

8. SPONSORSHIP AND DONATIONS

- 8.1 The LOC will provide Triathlon Canada Sponsors with the first right of refusal to Naming (Title) Rights Sponsor for the Event based on the conditions as set by the LOC.

- 8.2 The LOC cannot accept sponsors that conflict with Triathlon Canada's Sponsors without the written permission of Triathlon Canada. All potential sponsors must be approved by Triathlon Canada and such approval will not be unreasonably withheld.
- 8.3 Should Triathlon Canada be in advanced negotiations with a Sponsor, both Triathlon Canada and LOC will act reasonably and in good faith in keeping the category or categories open until such time as either the Sponsor is confirmed or it is determined the partnership will not be completed in time for the event.
- 8.4 In the event that Triathlon Canada obtains a sponsor after the awarding of an event, Triathlon Canada cannot impose the sponsor on the LOC; however, the LOC agrees that it will try to find common ground with Triathlon Canada and the Sponsor and resolve the issue in a timely manner that is beneficial to both parties.
- 8.5 Triathlon Canada shall provide the LOC with all relevant information about a Sponsor or Sponsor category pertinent to the event within 60 days of the awarding of the event by the ITU or the signing of the new Sponsor.
- 8.6 The LOC agrees that Triathlon Canada has the right to market and sell merchandise at the event and at all associated activities specifically for the purpose of raising revenues for Triathlon Canada.

Exposure for Triathlon Canada Sponsors

- 8.7 The LOC will provide Triathlon Canada Platinum and Gold level sponsors at no cost with:
 - 8.7.1 expo venue space (20 x 20) in a high demand and prominent area, for the purposes of display and sale of product;
 - 8.7.2 free advertisement page (four color if available) and a logo on the cover of official event program if such a program is published;
 - 8.7.3 logo identification on event website;
 - 8.7.4 logo identification on entry forms, press release, advertising, results and any official print material;
 - 8.7.5 the rights to distribute premiums at the event at no charge as agreed to;
 - 8.7.6 the right to participate in the presentation of awards at the awards ceremony;
 - 8.7.7 eight (8) tickets to VIP viewing areas (if tickets are used or sold);
 - 8.7.8 four (4) tickets to all social events (if tickets are used or sold);
 - 8.7.9 four (4) complementary age-group race entries;
 - 8.7.10 signage (supplied by sponsor) in prominent locations including the race finish area, transition area, swim area, swim finish and any other areas determined. If sponsors are not available to place signs, this shall be the responsibility of the LOC following the approved branding plan;
 - 8.7.11 category exclusivity unless otherwise approved by Triathlon Canada.
- 8.8 The LOC will provide Silver and Bronze Level Triathlon Canada Sponsors at no cost with:

- 8.8.1 expo Venue Space (standard size 10X10) in a high demand and prominent area, for the purposes of display and sale of product;
 - 8.8.2 4 VIP Passes for access to viewing and social events;
 - 8.8.3 recognition of Sponsor on Sponsorship Page of Official Event Program and Event website and event t-shirts;
 - 8.8.4 category exclusivity unless otherwise approved by Triathlon Canada.
- 8.9 The LOC will support the Triathlon Canada Friends program. This will include recognition of commercial or non-commercial organizations not in conflict with LOC Sponsors prior to and during the event.
- 8.10 If Triathlon Canada has a direct National level travel and accommodation sponsor, the LOC will provide this sponsor first right of refusal for any sponsorship.

9. TELEVISION AND MEDIA RIGHTS

- 9.1 Triathlon Canada will retain the national distribution rights for this event.

10. TECHNICAL OFFICIALS

- 10.1 Triathlon Canada will appoint one Technical Delegate and one Race Referee. The total number of National-level Technical Officials (NTOs) officiating at an event will be determined and agreed on between the Technical Delegate, the LOC and Triathlon Canada. In addition to the requirements identified in the ITU EOM (Section 3.4.1) and the ITU LOC Requirements for Continental Events which specifies that there will be a minimum of 12 NTOs, all NTOs will be provided an honorarium (\$75/day) and travel stipend if required.
- 10.2 As per the ITU Event Organiser's Manual, the LOC will provide:
- 10.2.1 Accommodation and transportation for out-of-town Technical Officials for a maximum span of one night prior to the start of the event, or starting the day of the first athlete briefing (whichever comes first), and one night after the closing of the event;
 - 10.2.2 Triathlon Canada must approve the accommodation plan for technical officials;
 - 10.2.3 Meals (provided during competition days/time), to all Technical Officials including two social functions (opening athlete dinner and closing banquet);
 - 10.2.4 Provide a souvenir to all Technical Officials,
 - 10.2.5 Provide at the accommodation site or venue a meeting area for Technical Officials.
- 10.3 Triathlon Canada will work with the PSO and LOC to identify and train local TOs to officiate the event.

11. ANTI-DOPING

- 11.1 The LOC must provide doping control services and comply with both the ITU Anti-Doping Rules and World Anti-Doping Agency Code. The Canadian Centre for Ethics in Sport (CCES) provides these services in Canada and obligates Triathlon Canada to act as a guarantor for the payment of their services and to settle any outstanding amounts within a reasonable time frame after the

end of the event. Triathlon Canada therefore reserves the right to withhold from the LOC up to 50% of the total cost associated with these services from any monies that Triathlon Canada administers on behalf of the LOC and/or to require the LOC to place these monies in trust with Triathlon Canada upon signing the Doping Control Services Agreement.

12. INSURANCE

- 12.1 The LOC will maintain in force during the Event a comprehensive general liability insurance policy in the amount of five (5) million dollars and minimum cover in the case of damage and cancellation of the Event in the amount of five hundred thousand dollars (\$500,000). The LOC will name Triathlon Canada as an additional named insured and provide proof of such insurance one (1) month prior to the Event or upon the request of Triathlon Canada. Any such certificate will include coverage for cross liability.
- 12.2 The LOC will recognize all Triathlon Canada annual members and will not charge them for additional race insurance. Annual membership will be validated through the NTRS and/or at race-day check-in for those provinces that are not on the NTRS system.

13. EQUIPMENT AND MATERIALS

- 13.1 Triathlon Canada may require the LOC to update or modify equipment or materials as is reasonably necessary in order to maintain proper operations and an aesthetic appearance and professional image. Within fourteen (14) days after receipt of written notice, the LOC will fully implement and complete such changes.

14. INSPECTION

- 14.1 The LOC agrees that Triathlon Canada representatives will have the right to inspect the operation of the Event, check operations, supplies, and equipment and determine whether the Event is being conducted in accordance with this Agreement.
- 14.2 In the event any such inspection indicates deficiency or unsatisfactory condition with respect to any matter required under this Agreement, Triathlon Canada will notify the LOC in writing of the LOC' non-compliance. The LOC will repair such deficiencies at their own expense.

15. FORCE MAJEURE

- 15.1 Notwithstanding anything to the contrary contained herein, if the LOC's facilities are materially damaged, or if the LOC is otherwise unable to provide adequate facilities for the Event by reason of any strike, labour controversy, governmental ordinance, court order, administrative ruling or other cause beyond the LOC' reasonable control, so as to render it impossible or impracticable for the LOC to stage the Event on the dates scheduled, the LOC will give Triathlon Canada notice as to such, and Triathlon Canada upon receiving such notice may elect either to cancel the Event, to postpone the Event date or operate the Event on its own accord.
- 15.2 In the event that Triathlon Canada elects to cancel the Event under section 17.1, neither party will have any further rights, liabilities or obligations to the other with respect to the Event and all Parties will be responsible for their own expenses.

16. TERM

- 16.1 This Agreement will commence on the ____ day of _____, 20__ and will terminate on, the latter of, the completion of all responsibilities described herein or the ____ day of _____, 20__, unless earlier terminated pursuant to this Agreement.

17. TERMINATION OF AGREEMENT

- 17.1 Either Party may terminate this Agreement immediately if either Party goes into liquidation or insolvency or has an administrator or receiver of its undertaking appointed.
- 17.2 Triathlon Canada may terminate this Agreement and revoke the Event sanction granted by this Agreement at any time in advance of the Event if the LOC fails to fulfill its obligations under this Agreement. Once the Event is underway, Triathlon Canada will have the authority to terminate the Event if the technical standards are not being met and/or the safety of participants or patrons at the Event are at risk.
- 17.3 Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have five (5) days to remedy the matter.
- 17.4 If at any time during the Agreement hereof, a Party is charged with any act of or thing which, is an offense involving moral turpitude under applicable law or is otherwise involved in any activity or conduct which may bring the other Party's reputation, image, products and/or services into disrepute, contempt, scandal or ridicule, then such party will have the right to immediately terminate this agreement.

18. CONDITIONS FOLLOWING TERMINATION

- 18.1 In the event this Agreement is terminated, the Parties will:
- f) Pay all monies owed in accordance with this Agreement.
 - g) Pay all their respective undisputed debts owing to creditors relating to this Agreement.
 - h) Immediately cease using the Intellectual Property, and Trade Marks of the other Party.
 - i) Immediately cease using any materials bearing the Intellectual Property and Trade Marks of the other party.
 - j) Not divulge or use any Confidential Information.
- 18.2 In the event this Agreement is terminated, the LOC will transfer any and all monies raised by the LOC to Triathlon Canada.

19. PROTECTION OF PERSONAL INFORMATION

- 19.1 The LOC will use Personal Information (information about an identifiable individual) collected in accordance with this Agreement only for the purposes of the responsibilities described herein and for no other purpose.

19.2 The LOC will not use Personal Information for marketing, solicitation or communications of the LOC' products or services; or disclose Personal Information to any third party. Any breach of this paragraph and is grounds for immediate termination of this Agreement.

19.3 Sections 21.1 and 21.2 will survive the termination of this Agreement in perpetuity.

20. CONFIDENTIALITY

20.1 The LOC acknowledges that the Event includes confidential and proprietary information, including, but not limited to, procedures, business methods, forms, policies, marketing and development plans, advertising program, creative materials, methods and plans, trade secrets, knowledge, techniques and information that is not generally or publicly known which was learned, discovered, developed, conceived, originated, or prepared by Triathlon Canada under this Agreement ("Confidential Information").

20.2 The LOC will not, either during the term of this Agreement or at any time thereafter, disclose to a third party any confidential information concerning the business or affairs of Triathlon Canada or the Event.

21. INTELLECTUAL PROPERTY

21.1 The Parties agree not to register or claim any rights in respect of the Trademarks and Intellectual Property owned by the other Party.

21.2 The Parties guarantee, represent and warrant that they have the legal right and responsibility to provide the rights and benefits granted to the other parties under this Agreement. The Parties further guarantee, represent and warrant that the products and logos exchanged in this agreement are accurate and do not contain any fraudulent, deceptive or obscene materials and will not violate any law or regulation, or any rights of any third party, including, but limited to, any copyright, trademark, image or other proprietary, property or contractual right.

21.3 All rights in Triathlon Canada trade-marks, service marks, logos and brands belonging to Triathlon Canada (collectively "Triathlon Canada Trade-marks"), patents, registered designs, rights in any format or presentation (including its look, feel, visual or other non-literal elements), trading, business or domain names and e-mail addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights (registered or unregistered) of a similar or corresponding character which subsist now or in the future in any part of the world, (collectively "Triathlon Canada Intellectual Property") is and will remain the property of Triathlon Canada and nothing in this Agreement will imply any transfer of ownership, right, title or interest in respect of such Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property apart from the license granted herein. The rights of the Parties will be limited to use of such intellectual property rights only so far as to give this Agreement force and effect.

- 21.4 The LOC may not revise or modify Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property or material in any way, and must be displayed in the same form and colors as provided by Triathlon Canada, except with Triathlon Canada's prior written approval.
- 21.5 Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, trademarks, patents, logos, trade names, brands and other works produced by The LOC during the term of this Agreement, or otherwise produced in connection with this Agreement will be owned solely by Triathlon Canada, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.

22. ASSIGNMENT, AGENCY AND/OR PARTNERSHIP

- 22.1 The Parties agree not to commit or purport to commit the other party to the payment of any money to any person, organization or corporation and nothing in this Agreement will be construed as making the Parties partners or in a joint venture.
- 22.2 The Parties will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the Parties.

23. LIABILITY AND INDEMNITY

- 23.1 The LOC will indemnify and hold harmless Triathlon Canada and its directors, officers, committee members, volunteers, consultants, agents and employees ("Triathlon Canada Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless Triathlon Canada Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whosoever, resulting from, or arising out of, directly or indirectly:
- a) Any negligent act or omission or willful misconduct of the LOC or its respective directors, officers, servants, subcontractors, employees or any other persons for whom in law the LOC is responsible who are acting under the LOC's direction or supervision; or
 - b) Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the LOC.
- 23.2 The provision of clause 25.1 will continue in force indefinitely after termination of this Agreement.

24. NOTICES

- 24.1 Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

25. DISPUTE RESOLUTION

- 25.1 The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the parties. If a mediated resolution of the dispute cannot be achieved within thirty (30) days of initiating mediation, the Parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the Parties.

26. INTERPRETATION

- 26.1 This Agreement will be interpreted in accordance with the laws of the Province of British Columbia.

27. GENERAL

- 27.1 No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
- 27.2 The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
- 27.3 This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
- 27.4 If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
- 27.5 This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.
- 27.6 The termination of this Agreement, for whatever reason, will not terminate any provision, which is expressly provided to continue in force after such termination.

THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement. To Evidence their agreement, the Parties have signed this Agreement.

Triathlon Canada

Per:

Per:

Date:

Date:

APPENDIX B-3

TRIATHLON CANADA AND LOC AGREEMENT TEMPLATE

CANADIAN MULTISPORT CHAMPIONSHIPS

1. TERM

- 1.1 The Local Organizing Committee (the “LOC”) agrees to the requirements set out in this document to receive Triathlon Canada endorsement of the event. These requirements will form the basis of the legal agreement to be signed should the LOC be awarded an event.

2. RIGHTS GRANTED

- 2.1 Triathlon Canada grants to the LOC:
- 2.1.1 And entrusts it with the non-transferable right and license to operate, stage, publicize and wind-up the Event, under the terms and conditions of this Agreement and its Schedules.
 - 2.1.2 For the duration and for the purpose of this Agreement only, a non-exclusive, non-transferable license to use Triathlon Canada Intellectual Property and Triathlon Canada Trade-marks, owned by Triathlon Canada for the purpose of the Event.

3. THE EVENT

- 3.1 The Parties agree the Event will be named the EVENT TITLE HERE. The LOC further agrees to not give names to the Event other than those mentioned in this section.
- 3.2 The Event will be held at the LOCATION AND DATE and the LOC will provide the services as described in this Agreement and the Schedules.
- 3.3 The Event will be subject to the rules of Triathlon Canada. In case of dispute between the terms of this Agreement and the Event regulations, the latter will take precedence.

4. ITU COMPLIANCE

- 4.1 The event must comply with the *ITU Competition Rules*.
- 4.2 In addition to this document, the *ITU Event Organisers Manual* (EOM) and the *ITU Local Organizing Committee Requirements for Continental Events* can be used as working documents for the LOC and include all the necessary additional information to deliver the event details. Executing the details is a matter of agreement with the appointed Triathlon Canada Technical Delegate (TD). All the above documents are available in the download section on www.triathlon.org.

5. CONSIDERATION, BUDGET AND ACCOUNTING

- 5.1 The LOC agrees to pay Triathlon Canada a Sanctioning fee of \$1250 per multi-sport discipline plus the \$15.00/athlete fee and Technical Official on-site costs. The \$15.00/athlete will be directly deposited to Triathlon Canada during athlete registration through the NTRS.
- 5.2 As per the Hosting Policy the LOC will have sound fiscal and human resource management, including financial statements that adhere to generally accepted accounting principles, annual reports, and other appropriate management and internal control framework that includes among other things, administrative and financial policies such as segregation of duties, purchasing and contracting, cheque signing and staffing and asset management.
- 5.3 If applicable, all public funds received by Triathlon Canada in association with the Event, including any contributions from Sport Canada, will be payable to the LOC for the management and organization of the Event and governed by the terms of the Contribution Agreement(s). Triathlon Canada reserves the right to hold-back a portion of this funding to ensure all costs associated with the Technical Official Program and the Canadian Anti-Doping program costs are covered.
- 5.4 Should public funding be provided, Triathlon Canada, in partnership with the LOC, will approve all aspects of the event budget and approve all expenditures.
- 5.5 The LOC may be required to submit to Triathlon Canada Audited Financial Statements, consisting of the organizations Statement of Financial Position or Balance Sheet, Statement of Operation or Income Statement, Statement of Retained Earnings or Statement of Changes in Net Assets, Statement of Cash Flows (when applicable) as well as the Notes.
- 5.6 Triathlon Canada reserves the right to audit or cause to have the audited the accounts and records of the Recipient for a period of up to five years after the end of an Agreement to ensure compliance with the terms and obligations of the Agreement.
- 5.7 All expenses incurred as a result of the Event will be the sole responsibility of the LOC. For further clarification, Triathlon Canada will not be responsible in any way for any monies, losses, or expenses incurred by the LOC, unless otherwise stated herein.
- 5.8 The LOC acknowledges that no employee, agent or representative of Triathlon Canada has made any oral, written or visual representation or projection of actual or potential sales, earnings or net or gross profits. The LOC represents that it understands the risks of operating the Event and is able to bear such risks. The LOC acknowledges the success of the Event will depend primarily on the LOC's own efforts and abilities.
- 5.9 Triathlon Canada guarantees no registration or participation by an individual or club in the Event; and moreover, it guarantees no number of registrations.
- 5.10 The LOC will open a separate and independent bank account for the Event.
- 5.11 The LOC will maintain full and accurate accounting and records of all LOC receipts, disbursements, revenues and expenses with regard to the Event.

- 5.12 Should public funding be provided, the LOC will notify Triathlon Canada of any potential expenses which may be greater than the approved Budget. The LOC will be solely responsible for any cost overruns incurred by the LOC.
- 5.13 The LOC may be required to submit to Triathlon Canada an accurate Statement of Revenue and Expenditures that will include all receipts and invoices within forty-five (45) days following the completion of the Event.
- 5.14 Subject to Triathlon Canada receipt of the Statement of Revenue and Expenditures and upon satisfactory verification of its accuracy, Triathlon Canada will forward to the LOC, within ten (10) days from the date of verification, the balance of monies owed to the LOC including any holdback funds, if any. If there are any discrepancies with the Statements, Triathlon Canada will notify the LOC who will act accordingly.
- 5.15 To ensure that all Parties to this Agreement are kept informed of the Event's financial situation, the LOC may be required to provide Triathlon Canada with detailed income and expense statements made in the previous calendar months for the Event on the fifteenth day of each month thereafter until the commencement and completion of the Event.
- 5.16 Triathlon Canada may appoint, at Triathlon Canada's discretion, a representative to inspect any sections of the books and accounts in relation to the Event at Triathlon Canada's expense.

6. REGISTRATION

- 6.1 The LOC will use the National Triathlon Registration System (NTRS) for any athlete entries that fall outside the ITU athlete entry system.

7. RESULTS MANAGEMENT

- 7.1 Age-adjusted results must be provided to Triathlon Canada within 24 hours of the event finishing. Triathlon Canada will provide a template to specify the format of the results.

8. COMMUNICATIONS, ADVERTISING AND MARKETING

- 8.1 Triathlon Canada will be acknowledged as a major partner of the event. Visibility includes, but is not limited to:
 - 8.1.1 Acknowledgement as a major partner in any digital or print communications including website, newsletters, and promotional material.
 - 8.1.2 Acknowledgement at all public activities.
 - 8.1.3 Placement of Triathlon Canada Series Event Logo on the home page of the Event website.
- 8.2 Provide a link on the race homepage to the "Represent Canada at the 2018 World Championships". <http://www.triathloncanada.com/age-group/>
- 8.3 Clearly advertise in all pre-race news bulletins "2019 ITU Triathlon World Championship Qualifying Event" or "2019 ITU Multisport World Championships Qualifying Event" (use Triathlon Canada Qualifying Event logo/stamp above).

- 8.4 Clearly indicate and remind all participating athletes in newsletters and social media who are interested in qualifying for a spot they must be an annual member of their Provincial Triathlon Association before the race.

9. SPONSORSHIP AND DONATIONS

- 9.1 The LOC will provide Triathlon Canada Sponsors with the first right of refusal to Naming (Title) Rights Sponsor for the Event based on the conditions as set by the LOC.
- 9.2 The LOC cannot accept sponsors that conflict with Triathlon Canada's Sponsors without the written permission of Triathlon Canada. All potential sponsors must be approved by Triathlon Canada and such approval will not be unreasonably withheld.
- 9.3 Should Triathlon Canada be in advanced negotiations with a Sponsor, both Triathlon Canada and LOC will act reasonably and in good faith in keeping the category or categories open until such time as the Sponsor is confirmed or, it is determined the partnership will not be completed in time for the event.
- 9.4 In the event that Triathlon Canada obtains a sponsor after the awarding of an event, Triathlon Canada cannot impose the sponsor on the LOC; however, the LOC agrees that it will try to find common ground with Triathlon Canada and the Sponsor and resolve the issue in a timely manner that is beneficial to both parties.
- 9.5 Triathlon Canada shall provide the LOC with all relevant information about a Sponsor or Sponsor category pertinent to the event within 60 days of the awarding of the event by the ITU or the signing of the new Sponsor.
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 - 9.7.3 logo identification on event website;
 - 9.7.4 logo identification on entry forms, press release, advertising, results and any official print material;
 - 9.7.5 the rights to distribute premiums at the event at no charge as agreed to;
 - 9.7.6 the right to participate in the presentation of awards at the awards ceremony;
 - 9.7.7 eight (8) tickets to VIP viewing areas (if tickets are used or sold);
 - 9.7.8 four (4) tickets to all social events (if tickets are used or sold);

- 9.7.9 four (4) complementary age-group race entries;
 - 9.7.10 signage (supplied by sponsor) in prominent locations including the race finish area, transition area, swim area, swim finish and any other areas determined. If sponsors are not available to place signs, this shall be the responsibility of the LOC following the approved branding plan;
 - 9.7.11 category exclusivity unless otherwise approved by Triathlon Canada.
- 9.8 The LOC will provide Silver and Bronze Level Triathlon Canada Sponsors at no cost with:
- 9.8.1 expo Venue Space (standard size 10X10) in a high demand and prominent area, for the purposes of display and sale of product;
 - 9.8.2 4 VIP Passes for access to viewing and social events;
 - 9.8.3 recognition of Sponsor on Sponsorship Page of Official Event Program, Event website and event t-shirts;
 - 9.8.4 category exclusivity unless otherwise approved by Triathlon Canada.
- 9.9 If Triathlon Canada has a direct National level travel and accommodation sponsor, the LOC will provide this sponsor first right of refusal for any sponsorship.

10. TELEVISION AND MEDIA RIGHTS

- 10.1 Triathlon Canada will retain the national distribution rights for this event.

11. TECHNICAL OFFICIALS AND NSF REPRESENTATIVES

- 11.1 Triathlon Canada will appoint one Technical Delegate and one Race Referee. The total number of National-level Technical Officials (NTOs) officiating at an event will be determined and agreed on between the Technical Delegate, the LOC and Triathlon Canada. In addition to the requirements identified in the ITU EOM (Section 3.4.1) and the ITU LOC Requirements for Continental Events which specifies that there will be a minimum of 12 NTOs, all NTOs will be provided an honorarium (\$75/day – includes per diem) and travel stipend if required.
- 11.2 As per the ITU Event Organiser's Manual, the Host will provide:
- 11.2.1 Accommodation and transportation for out-of-town Technical Officials for a maximum span of one night prior to the start of the event, or starting the day of the first athlete briefing (whichever comes first), and one night after the closing of the event;
 - 11.2.2 Triathlon Canada must approve the accommodation plan for technical officials;
 - 11.2.3 Meals (provided during competition days/time), to all Technical Officials including two social functions (opening athlete dinner and closing banquet);
 - 11.2.4 Provide a souvenir to all Technical Officials,
 - 11.2.5 Provide at the accommodation site or venue a meeting area for all Technical Officials.
- 11.3 Triathlon Canada will work with the PSO and LOC to identify and train local TOs to officiate the event.

- 11.4 Where the event is hosting multiple (3 or more) Multi-Sport disciplines as a “Multisport Festival” style event, the LOC will pay the cost of accommodations (three stars or, equivalent) for up to two NSF representatives (as determined by Triathlon Canada) for a maximum of 4 nights to attend the EVENT.

12. INSURANCE

- 12.1 The LOC will maintain in force during the Event a comprehensive general liability insurance policy in the amount of five (5) million dollars and minimum cover in the case of damage and cancellation of the Event in the amount of five hundred thousand dollars (\$500,000). The LOC will name Triathlon Canada as an additional named insured and provide proof of such insurance one (1) month prior to the Event or upon the request of Triathlon Canada. Any such certificate will include coverage for cross liability.
- 12.2 The LOC will recognize all Triathlon Canada annual members and will not charge them for additional race insurance. Annual membership will be validated through the NTRS and/or at race-day check-in for those provinces that are not on the NTRS system.

13. EQUIPMENT AND MATERIALS

- 13.1 Triathlon Canada may require the LOC to update or modify equipment or materials as is reasonably necessary in order to maintain proper operations and an aesthetic appearance and professional image. Within fourteen (14) days after receipt of written notice, the LOC will fully implement and complete such changes.

14. INSPECTION

- 14.1 The LOC agrees that Triathlon Canada representatives will have the right to inspect the operation of the Event, check operations, supplies, and equipment and determine whether the Event is being conducted in accordance with this Agreement.
- 14.2 In the event any such inspection indicates deficiency or unsatisfactory condition with respect to any matter required under this Agreement, Triathlon Canada will notify the LOC in writing of the LOC’ non-compliance. The LOC will repair such deficiencies at their own expense.

15. FORCE MAJEURE

- 15.1 Notwithstanding anything to the contrary contained herein, if the LOC’s facilities are materially damaged, or if the LOC is otherwise unable to provide adequate facilities for the Event by reason of any strike, labour controversy, governmental ordinance, court order, administrative ruling or other cause beyond the LOC’ reasonable control, so as to render it impossible or impracticable for the LOC to stage the Event on the dates scheduled, the LOC will give Triathlon Canada notice as to such, and Triathlon Canada upon receiving such notice may elect either to cancel the Event, to postpone the Event date or operate the Event on its own accord.
- 15.2 In the event that Triathlon Canada elects to cancel the Event under section 17.1, neither party will have any further rights, liabilities or obligations to the other with respect to the Event and all Parties will be responsible for their own expenses.

16. TERM

- 16.1 This Agreement will commence on the ____ day of _____, 20__ and will terminate on, the latter of, the completion of all responsibilities described herein or the ____ day of _____, 20__, unless earlier terminated pursuant to this Agreement.

17. TERMINATION OF AGREEMENT

- 17.1 Either Party may terminate this Agreement immediately if either Party goes into liquidation or insolvency or has an administrator or receiver of its undertaking appointed.
- 17.2 Triathlon Canada may terminate this Agreement and revoke the Event sanction granted by this Agreement at any time in advance of the Event if the LOC fails to fulfill its obligations under this Agreement. Once the Event is underway, Triathlon Canada will have the authority to terminate the Event if the technical standards are not being met and/or the safety of participants or patrons at the Event are at risk.
- 17.3 Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have five (5) days to remedy the matter.
- 17.4 If at any time during the Agreement hereof, a Party is charged with any act of or thing which, is an offense involving moral turpitude under applicable law or is otherwise involved in any activity or conduct which may bring the other Party's reputation, image, products and/or services into disrepute, contempt, scandal or ridicule, then such party will have the right to immediately terminate this agreement.

18. CONDITIONS FOLLOWING TERMINATION

- 18.1 In the event this Agreement is terminated, the Parties will:
- k) Pay all monies owed in accordance with this Agreement.
 - l) Pay all their respective undisputed debts owing to creditors relating to this Agreement.
 - m) Immediately cease using the Intellectual Property, and Trade Marks of the other Party.
 - n) Immediately cease using any materials bearing the Intellectual Property and Trade Marks of the other party.
 - o) Not divulge or use any Confidential Information.
- 18.2 In the event this Agreement is terminated, the LOC will transfer any and all monies raised by the LOC to Triathlon Canada.

19. PROTECTION OF PERSONAL INFORMATION

- 19.1 The LOC will use Personal Information (information about an identifiable individual) collected in accordance with this Agreement only for the purposes of the responsibilities described herein and for no other purpose.

19.2 The LOC will not use Personal Information for marketing, solicitation or communications of the LOC' products or services; or disclose Personal Information to any third party. Any breach of this paragraph and is grounds for immediate termination of this Agreement.

19.3 Sections 21.1 and 21.2 will survive the termination of this Agreement in perpetuity.

20. CONFIDENTIALITY

20.1 The LOC acknowledges that the Event includes confidential and proprietary information, including, but not limited to, procedures, business methods, forms, policies, marketing and development plans, advertising program, creative materials, methods and plans, trade secrets, knowledge, techniques and information that is not generally or publicly known which was learned, discovered, developed, conceived, originated, or prepared by Triathlon Canada under this Agreement ("Confidential Information").

20.2 The LOC will not, either during the term of this Agreement or at any time thereafter, disclose to a third party any confidential information concerning the business or affairs of Triathlon Canada or the Event.

21. INTELLECTUAL PROPERTY

21.1 The Parties agree not to register or claim any rights in respect of the Trademarks and Intellectual Property owned by the other Party.

21.2 The Parties guarantee, represent and warrant that they have the legal right and responsibility to provide the rights and benefits granted to the other parties under this Agreement. The Parties further guarantee, represent and warrant that the products and logos exchanged in this agreement are accurate and do not contain any fraudulent, deceptive or obscene materials and will not violate any law or regulation, or any rights of any third party, including, but limited to, any copyright, trademark, image or other proprietary, property or contractual right.

21.3 All rights in Triathlon Canada trade-marks, service marks, logos and brands belonging to Triathlon Canada (collectively "Triathlon Canada Trade-marks"), patents, registered designs, rights in any format or presentation (including its look, feel, visual or other non-literal elements), trading, business or domain names and e-mail addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights (registered or unregistered) of a similar or corresponding character which subsist now or in the future in any part of the world, (collectively "Triathlon Canada Intellectual Property") is and will remain the property of Triathlon Canada and nothing in this Agreement will imply any transfer of ownership, right, title or interest in respect of such Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property apart from the license granted herein. The rights of the Parties will be limited to use of such intellectual property rights only so far as to give this Agreement force and effect.

- 21.4 The LOC may not revise or modify Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property or material in any way, and must be displayed in the same form and colors as provided by Triathlon Canada, except with Triathlon Canada's prior written approval.
- 21.5 Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases, trademarks, patents, logos, trade names, brands and other works produced by The LOC during the term of this Agreement, or otherwise produced in connection with this Agreement will be owned solely by Triathlon Canada, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.

22. ASSIGNMENT, AGENCY AND/OR PARTNERSHIP

- 22.1 The Parties agree not to commit or purport to commit the other party to the payment of any money to any person, organization or corporation and nothing in this Agreement will be construed as making the Parties partners or in a joint venture.
- 22.2 The Parties will not assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the Parties.

23. LIABILITY AND INDEMNITY

- 23.1 The LOC will indemnify and hold harmless Triathlon Canada and its directors, officers, committee members, volunteers, consultants, agents and employees ("Triathlon Canada Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless Triathlon Canada Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whosoever, resulting from, or arising out of, directly or indirectly:
- a) Any negligent act or omission or willful misconduct of the LOC or its respective directors, officers, servants, subcontractors, employees or any other persons for whom in law The LOC is responsible who are acting under The LOC' direction or supervision; or
 - b) Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the LOC.
- 23.2 The provision of clause 25.1 will continue in force indefinitely after termination of this Agreement.

24. NOTICES

- 24.1 Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

25. DISPUTE RESOLUTION

- 25.1 The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the parties. If a mediated resolution of the dispute cannot be achieved within thirty (30) days of initiating mediation, the Parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the Parties.

26. INTERPRETATION

- 26.1 This Agreement will be interpreted in accordance with the laws of the Province of British Columbia.

27. GENERAL

- 27.1 No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
- 27.2 The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
- 27.3 This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
- 27.4 If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
- 27.5 This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.
- 27.6 The termination of this Agreement, for whatever reason, will not terminate any provision, which is expressly provided to continue in force after such termination.

THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement. To Evidence their agreement, the Parties have signed this Agreement.

Triathlon Canada

Per:

Per:

Date:

Date:

APPENDIX B-4

TRIATHLON CANADA AND LOC AGREEMENT TEMPLATE

AGE-GROUP QUALIFICATION EVENT

1. TERM

- 1.1 The Local Organizing Committee (the “LOC”) agrees to the requirements set out in this document to receive Triathlon Canada endorsement of the event. These requirements will form the basis of the legal agreement to be signed should the LOC be awarded an event.

2. RIGHTS GRANTED

- 2.1 Triathlon Canada grants to the LOC:

- 2.1.1 And entrusts it with the non-transferable right and license to operate, stage, publicize and wind-up the Event, under the terms and conditions of this Agreement and its Schedules.
- 2.1.2 For the duration and for the purpose of this Agreement only, a non-exclusive, non-transferable license to use Triathlon Canada Intellectual Property and Triathlon Canada Trade-marks, owned by Triathlon Canada for the purpose of the Event.

3. THE EVENT

- 3.1 The Parties agree the Event will be named the EVENT NAME. The LOC further agrees to not give names to the Event other than those mentioned in this section.
- 3.2 The Event will be held at the LOCATION AND DATE and the LOC will provide the services as described in this Agreement and the Schedules.
- 3.3 The Event will be subject to the rules of Triathlon Canada. In case of dispute between the terms of this Agreement and the Event regulations, the latter will take precedence.

4. ITU COMPLIANCE

- 4.1 The event must comply with the *ITU Competition Rules*.
- 4.2 In addition to this document, the *ITU Event Organisers Manual* (EOM) and the *ITU Local Organizing Committee Requirements for Continental Events* can be used as working documents for the LOC and include all the necessary additional information to deliver the event details. Executing the details is a matter of agreement with the appointed Triathlon Canada Technical Delegate (TD). All the above documents are available in the download section on www.triathlon.org.

5. CONSIDERATION, BUDGET AND ACCOUNTING

- 5.1 The LOC agrees to pay Triathlon Canada a Sanctioning fee of \$500 plus \$10.00/athlete and Technical Official on-site costs. The \$10.00/athlete will be directly deposited to Triathlon Canada during the athlete registration through the NTRS.
- 5.2 As per the Hosting Policy the LOC will have sound fiscal and human resource management, including financial statements that adhere to generally accepted accounting principles, annual reports, and other appropriate management and internal control framework that includes among other things, administrative and financial policies such as segregation of duties, purchasing and contracting, cheque signing and staffing and asset management.
- 5.3 If applicable, all public funds received by Triathlon Canada in association with the Event, including any contributions from Sport Canada, will be payable to the LOC for the management and organization of the Event and governed by the terms of the Contribution Agreement(s). Triathlon Canada reserves the right to hold-back a portion of this funding to ensure all costs associated with the Technical Official Program and the Canadian Anti-Doping program costs are covered.
- 5.4 Should public funding be provided, Triathlon Canada, in partnership with the LOC, will approve all aspects of the event budget and approve all expenditures.
- 5.5 The LOC may be required to submit to Triathlon Canada Audited Financial Statements, consisting of the organizations Statement of Financial Position or Balance Sheet, Statement of Operation or Income Statement, Statement of Retained Earnings or Statement of Changes in Net Assets, Statement of Cash Flows (when applicable) as well as the Notes.
- 5.6 Triathlon Canada reserves the right to audit or cause to have the audited the accounts and records of the Recipient for a period of up to five years after the end of an Agreement to ensure compliance with the terms and obligations of the Agreement.
- 5.7 All expenses incurred as a result of the Event will be the sole responsibility of the LOC. For further clarification, Triathlon Canada will not be responsible in any way for any monies, losses, or expenses incurred by the LOC, unless otherwise stated herein.
- 5.8 The LOC acknowledges that no employee, agent or representative of Triathlon Canada has made any oral, written or visual representation or projection of actual or potential sales, earnings or net or gross profits. The LOC represents that it understands the risks of operating the Event and is able to bear such risks. The LOC acknowledges the success of the Event will depend primarily on the LOC's own efforts and abilities.
- 5.9 Triathlon Canada guarantees no registration or participation by an individual or club in the Event; and moreover, it guarantees no number of registrations.
- 5.10 The LOC will open a separate and independent bank account for the Event.
- 5.11 The LOC will maintain full and accurate accounting and records of all LOC receipts, disbursements, revenues and expenses with regard to the Event.

- 5.12 Should public funding be provided, the LOC will notify Triathlon Canada in regards to potential expenses which may be greater than the approved Budget. The LOC will be solely responsible for any cost overruns incurred by the LOC.
- 5.13 The LOC may be required to submit to Triathlon Canada an accurate Statement of Revenue and Expenditures that will include all receipts and invoices within forty-five (45) days following the completion of the Event.
- 5.14 Subject to Triathlon Canada receipt of the Statement of Revenue and Expenditures and upon satisfactory verification of its accuracy, Triathlon Canada will forward to the LOC, within ten (10) days from the date of verification, the balance of monies owed to the LOC including any holdback funds, if any. If there are any discrepancies with the Statements, Triathlon Canada will notify the LOC who will act accordingly.
- 5.15 In order to ensure that all Parties to this Agreement are kept informed of the Event's financial situation, the LOC may be required to provide Triathlon Canada with detailed income and expense statements made in the previous calendar months for the Event on the fifteenth day of each month thereafter until the commencement and completion of the Event.
- 5.16 Triathlon Canada may appoint, at Triathlon Canada's discretion, a representative to inspect any sections of the books and accounts in relation to the Event at Triathlon Canada's expense.

6. REGISTRATION

- 6.1 The LOC will use the National Triathlon Registration System (NTRS) for any athlete entries that fall outside the ITU athlete entry system.

7. RESULTS MANAGEMENT

- 7.1 Age-adjusted results must be provided to Triathlon Canada within 24 hours of the event finishing. Triathlon Canada will provide a template to specify the format of the results.

8. COMMUNICATIONS, ADVERTISING AND MARKETING

- 8.1 Triathlon Canada will be acknowledged as a major partner of the event. Visibility includes, but is not limited to:
 - 8.1.1 Acknowledgement as a major partner in any digital or print communications including website, newsletters, and promotional material.
 - 8.1.2 Acknowledgement at all public activities.
 - 8.1.3 Placement of Triathlon Canada Series Event Logo on the home page of the Event website.
- 8.2 Provide a link on the race homepage to the "Represent Canada at the 2018 World Championships". <http://www.competitions.ca/age-group/>
- 8.3 Clearly advertise in all pre-race news bulletins "2019 ITU Triathlon World Championship Qualifying Event" or "2019 ITU Multisport World Championships Qualifying Event" (use Triathlon Canada Qualifying Event logo/stamp above).

- 8.4 Clearly indicate and remind all participating athletes in newsletters and social media who are interested in qualifying for a spot they must be an annual member of their Provincial Triathlon Association before the race.

9. SPONSORSHIP AND DONATIONS

- 9.1 The LOC will provide Triathlon Canada Sponsors with the first right of refusal to Naming (Title) Rights Sponsor for the Event based on the conditions as set by the LOC.
- 9.2 The LOC cannot accept sponsors that conflict with Triathlon Canada's Sponsors without the written permission of Triathlon Canada. All potential sponsors must be approved by Triathlon Canada and such approval will not be unreasonably withheld.
- 9.3 Should Triathlon Canada be in advanced negotiations with a Sponsor, both Triathlon Canada and LOC will act reasonably and in good faith in keeping the category or categories open until such time as either the Sponsor is confirmed or it is determined the partnership will not be completed in time for the event.
- 9.4 In the event that Triathlon Canada obtains a sponsor after the awarding of an event, Triathlon Canada cannot impose the sponsor on the LOC; however, the LOC agrees that it will try to find common ground with Triathlon Canada and the Sponsor and resolve the issue in a timely manner that is beneficial to both parties.
- 9.5 Triathlon Canada shall provide the LOC with all relevant information about a Sponsor or Sponsor category pertinent to the event within 60 days of the awarding of the event by the ITU or the signing of the new Sponsor.
- 9.6 The LOC agrees that Triathlon Canada has the right to market and sell merchandise at the event and at all associated activities specifically for the purpose of raising revenues for Triathlon Canada.

Exposure for Triathlon Canada Sponsors

- 9.7 The LOC will provide Triathlon Canada Platinum and Gold level sponsors at no cost with:
- 9.7.1 expo venue space (20 x 20) in a high demand and prominent area, for the purposes of display and sale of product;
 - 9.7.2 free advertisement page (four color if available) and a logo on the cover of official event program if such a program is published;
 - 9.7.3 logo identification on event website;
 - 9.7.4 logo identification on entry forms, press release, advertising, results and any official print material;
 - 9.7.5 the rights to distribute premiums at the event at no charge as agreed to;
 - 9.7.6 the right to participate in the presentation of awards at the awards ceremony;
 - 9.7.7 eight (8) tickets to VIP viewing areas (if tickets are used or sold);
 - 9.7.8 four (4) tickets to all social events (if tickets are used or sold);

- 9.7.9 four (4) complementary age-group race entries;
 - 9.7.10 signage (supplied by sponsor) in prominent locations including the race finish area, transition area, swim area, swim finish and any other areas determined. If sponsors are not available to place signs, this shall be the responsibility of the LOC following the approved branding plan;
 - 9.7.11 category exclusivity unless otherwise approved by Triathlon Canada.
- 9.8 The LOC will provide Silver and Bronze Level Triathlon Canada Sponsors at no cost with:
- 9.8.1 expo Venue Space (standard size 10X10) in a high demand and prominent area, for the purposes of display and sale of product;
 - 9.8.2 4 VIP Passes for access to viewing and social events;
 - 9.8.3 recognition of Sponsor on Sponsorship Page of Official Event Program and Event website and event t-shirts;
 - 9.8.4 category exclusivity unless otherwise approved by Triathlon Canada.
- 9.9 If Triathlon Canada has a direct National level travel and accommodation sponsor, the LOC will provide this sponsor first right of refusal for any sponsorship.

10. TELEVISION AND MEDIA RIGHTS

- 10.1 Triathlon Canada will retain the national distribution rights for this event.

11. TECHNICAL OFFICIALS

- 11.1 Technical Officials will be appointed and managed by the Provincial Sport Organization for Triathlon.

12. INSURANCE

- 12.1 The LOC will maintain in force during the Event a comprehensive general liability insurance policy in the amount of five (5) million dollars and minimum cover in the case of damage and cancellation of the Event in the amount of five hundred thousand dollars (\$500,000). The LOC will name Triathlon Canada as an additional named insured and provide proof of such insurance one (1) month prior to the Event or upon the request of Triathlon Canada. Any such certificate will include coverage for cross liability.
- 12.2 The LOC will recognize all Triathlon Canada annual members and will not charge them for additional race insurance. Annual membership will be validated through the NTRS and/or at race-day check-in for those provinces that are not on the NTRS system.

13. EQUIPMENT AND MATERIALS

- 13.1 Triathlon Canada may require the LOC to update or modify equipment or materials as is reasonably necessary in order to maintain proper operations and an aesthetic appearance and professional image. Within fourteen (14) days after receipt of written notice, the LOC will fully implement and complete such changes.

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- 16.1 This Agreement will commence on the ____ day of _____, 20__ and will terminate on, the latter of, the completion of all responsibilities described herein or the ____ day of _____, 20__, unless earlier terminated pursuant to this Agreement.

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disrepute, contempt, scandal or ridicule, then such party will have the right to immediately terminate this agreement.

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- p) Pay all monies owed in accordance with this Agreement.
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- s) Immediately cease using any materials bearing the Intellectual Property and Trade Marks of the other party.
- t) Not divulge or use any Confidential Information.

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- 21.3 All rights in Triathlon Canada trade-marks, service marks, logos and brands belonging to Triathlon Canada (collectively "Triathlon Canada Trade-marks"), patents, registered designs, rights in any format or presentation (including its look, feel, visual or other non-literal elements), trading, business or domain names and e-mail addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights (registered or unregistered) of a similar or corresponding character which subsist now or in the future in any part of the world, (collectively "Triathlon Canada Intellectual Property") is and will remain the property of Triathlon Canada and nothing in this Agreement will imply any transfer of ownership, right, title or interest in respect of such Triathlon Canada Trade-marks or Triathlon Canada Intellectual Property apart from the license granted herein. The rights of the Parties will be limited to use of such intellectual property rights only so far as to give this Agreement force and effect.
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- 23.1 The LOC will indemnify and hold harmless Triathlon Canada and its directors, officers, committee members, volunteers, consultants, agents and employees ("Triathlon Canada Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless Triathlon Canada

Indemnified Parties, or any of them, from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees and disbursements) of or by anyone whosoever, resulting from, or arising out of, directly or indirectly:

- a) Any negligent act or omission or willful misconduct of the LOC or its respective directors, officers, servants, subcontractors, employees or any other persons for whom in law The LOC is responsible who are acting under The LOC' direction or supervision; or
- b) Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the LOC.

23.2 The provision of clause 25.1 will continue in force indefinitely after termination of this Agreement.

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THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement. To Evidence their agreement, the Parties have signed this Agreement.

Triathlon Canada

Per:

Per:

Date:

Date: