

# The Corporation of the Township of Whitewater Region

## By-law Number 17-12-1024

---

### **Being a by-law to authorize the execution of an Agreement between the Futuresign Multimedia Displays Inc. and the Corporation of Township of Whitewater Region for the installation of a 47" Digital Display Unit**


**Whereas**, Section 9 of the Municipal Act, 2001, S.O. 2001, c. 25, as amended provides that a municipality has the capacity, rights, powers and privileges of a natural person for the purpose of exercising its authority; and

**Whereas**, the Council of the Township of Whitewater Region deems it necessary to enter into an agreement with Futuresign Multimedia Displays Inc. in support of the installation of a 47" Digital Display Unit at the Cobden Astrolabe Arena;

**The Council of The Corporation of the Township of Whitewater Region enacts as follows:**

1. The Mayor and the Chief Administrative Officer/Clerk are authorized to execute the Location Agreement between Futuresign Multimedia Displays Inc. and the Corporation of the Township of Whitewater Region.
2. The Agreement is attached and forms part of this by-law.
3. That this by-law shall come into force and take effect upon passing.

**Read a first, second and third time and finally passed this 20th day of December, 2017.**

  
\_\_\_\_\_

**Hal Johnson, Mayor**

  
\_\_\_\_\_

**Robert H.A. Tremblay, Clerk**

**LOCATION AGREEMENT  
AGREEMENT FOR INSTALLATION OF 47" DIGITAL DISPLAY UNIT**

Futuresign Multimedia Displays, Inc. ("Futuresign"), agrees to install a 47" Flat Screen HDTV for the exclusive use of The Township of Whitewater Region ("The Township") within the Cobden Astrolabe Arena ("The Facility") for the digital deployment of Township/Facility information and/or scheduling (left 70% of digital display) and advertising (right 30% of digital display) in the main lobby of the Facility for a period of five (5) years from date of installation (2018 – 2023) with an option to renew the service (at Futuresign's discretion) for an additional five (5) year period.

Futuresign agrees to handle all of the sales and collection of sponsorships for the displays in compliance with all community advertising standards.

Futuresign agrees to bear all costs of production, installation, necessary maintenance and IT to operate the display unit for duration of the term.

The Township agrees to maintain responsibility for any electrical plugs required, provision of hard wired Internet signal, and any cable TV signal that may be required. Initially, Futuresign will train the appropriate personnel on how to use the technology, and will provide hard & soft copies of software instruction manuals, along with ongoing 24-hr support.

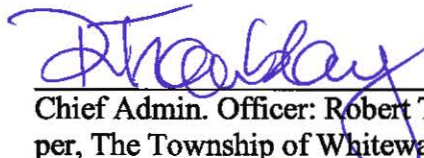
The Township will agree to contact Futuresign immediately should a system go down, lighting go out or any maintenance issue should arise.

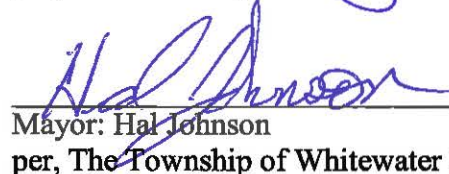
Futuresign will hold exclusive rights to advertise in the lobby of the Facility and in addition, Futuresign will remit a fee of \$1,000.00 plus HST per annum (beginning in year 4) through the end of the term, beginning from the installation of the new infrastructure.

Subject signage will remain the property of Futuresign Multimedia Displays, Inc.

Agreed and accepted this 20 day of December, 2017.

\_\_\_\_\_  
Brandon Smith – VP, Sales  
Per, Futuresign Multimedia Displays, Inc.

  
\_\_\_\_\_  
Chief Admin. Officer: Robert Tremblay  
per, The Township of Whitewater Region

  
\_\_\_\_\_  
Mayor: Hal Johnson  
per, The Township of Whitewater Region