

TRAIL BLAZER SIGN AGREEMENT

THIS AGREEMENT dated the 9th day of May, 2025.

BETWEEN

The **CORPORATION OF the County of Elgin** in the Province of Ontario.

Hereinafter referred to as the “**City**”

-and-

Canadian TODS Limited, a limited company incorporated under the laws of the Province of Nova Scotia and having its principal office in and carrying on business in the Province of Ontario.

Hereinafter referred to as the “**Company**”

WHEREAS by agreement dated the 31st day of December, 2009 between The Ministry of Transportation and The Ministry of Tourism, for the province of Ontario, and the Company; administration of the Tourism Oriented Directional Signing Policy for Provincial Highways is under the sole jurisdiction of the Company;

AND WHEREAS support and co-operation of the City is essential to the continuity and viability of the Provincial Tourism Signing Policy for the benefit of the public, the Province of Ontario and the City;

NOW THEREFORE, for and in consideration of the mutual promises, terms, conditions and covenants contained herein, and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. Definitions

- 1.1 “Agreement” means this Agreement and includes all schedules attached to it or otherwise intended to form a part of it, and amendments thereto.
- 1.2 “Contract” means the contract between the Company and an Operator.
- 1.3 “Maintenance” or “maintain” means the repair or replacement of illegible, damaged, defaced, leaning or broken signs and their supporting posts.
- 1.4 “Operator” means the person or entity contracting with the Company for the placement of their signs.
- 1.5 “Sign” means the signs as specified in Schedule C to this Agreement.
- 1.6 “Site Plan” means the plan produced by the Company on which the number, type and location of signs to be located along the City’s roads are shown and which appears in Schedule A in this Agreement.

2. Schedules

The following are the Schedules attached to and forming a part of this Agreement

Schedule A – Site Plan – Not attached – no signs are currently up in Elgin County by TODS

Schedule B – Site Plan Approval – We have no site plans to submit yet

Schedule C – Technical Standards and Specifications of TODS Signs – See attached.

3. Term of the Agreement

- 3.1 The Term of this Agreement shall commence on the ____ day of _____ 2025 and shall continue for a period of TEN (10) years or until December 31st 2029 (the “Term”).
- 3.2 The City grants non-exclusive permission to the Company to erect and maintain tourism signs on its highways in accordance with the terms provided herein. The City may enter into agreements with the Company or with other parties to provide other signage on or adjacent to its highways for any other purpose.
- 3.3 The Company acknowledges and agrees that, in the event that the Province of Ontario transfers title and or responsibility for any of its highways or any portion thereof to the City, all Canadian TODS signs are to be removed from the transferred highways within 60 days of transfer, unless encroachment permits are obtained for those signs from the City in accordance with this Agreement.
- 3.4 The Company acknowledges and agrees that, in the event that the City transfers title and or responsibility for any of its highways or portions thereof to another County or the Province of Ontario, then the City shall have no further or continuing obligations to the Company or any person under this agreement with respect to such highways or portions thereof.
- 3.5 Failure on the part of the Company to fulfil its obligations in accordance with the terms of this agreement will result in the termination of this agreement, and the transfer, without compensation, of all signs, materials, records and contracts to the City.
- 3.6 It is further understood that the Company’s signs will be removed in the event of one of the following:
- a) Failure of the Company to maintain the signs; or
 - b) The Operator no longer qualifies for signs because of failure to meet the criteria under which the Operator’s contract approval with the Company was made.

4. Company Representations and Warranties

The Company represents and warrants that:

- a) the Company has been duly incorporated under the laws of the Province of Nova Scotia and is licensed to carry on business in Ontario and validly exists as a corporate entity with full power to perform and observe the terms, conditions and obligations of this Agreement;
- b) all necessary corporate actions have been completed in order for the Company to enter into this Agreement;
- c) the Company has made full disclosure to the City of any fact which might materially affect the Company and its ability to perform its obligations under this Agreement;
- d) the Company will not, at any time during the Term, without the written consent of the City, sell, assign, transfer or otherwise dispose of any of the property or assets acquired pursuant to or as a result of this Agreement;
- e) the Company will at all times during the Term comply with all relevant Federal, Provincial and City statutory and other legal requirements;
- f) the Company will establish and maintain an office in Ontario which shall be open and staffed each business day during the Term and
- g) the Company will not use the City’s name or imply the City’s support in marketing signs to operators without the prior written consent of the City.

5. Administration

- 5.1 Before undertaking any activities on the highway, the Company must first obtain site plan approval.
- 5.2 The Company will be responsible for preparing all necessary documents, including Site Plan and field reviews, to obtain the necessary site plan approval.
- 5.3 The site plan approval request shall specify the design, type, number and location of all proposed signs of that part of the highway described in the Site Plan, which Site Plan becomes, and is, Schedule A to this agreement.
- 5.4 Site plan approvals may be issued for individual signs, or for multiple signs in accordance with a Site Plan.
- 5.5 In the event of additions or deletions to the number of signs covered by this Agreement, a revised Schedule A to this Agreement will be submitted by the Company to the City for the City's approval. When approved by the City the revised Schedule A will replace the old.

6. Site Plan Approvals

- 6.1 All site plan approvals issued by the City will be valid for 10 years or for the duration of this Agreement, whichever is the lesser. Site plan approvals will be subject to a one-time fee outlined below.
- 6.2 Fees for the site plan approvals will be reviewed annually, after which the City reserves the right to adjust the approval fee to reflect changes in the cost of issuing and administering the site plan approvals.

6.3 Site Plan Approval Fees

For the installation of a single sign assembly for each direction of travel at intersection or decision points only.

Fee \$150.00 per intersection

- 6.4 The Company will pay approval fees within 30 days for the site plan approval.

7. Roles and Performance

- 7.1 The Company shall arrange and be responsible for the fabrication, construction, painting, erection and installation of signs, in accordance with the technical and material standards and specifications as shown in Schedule C to this Agreement.
- 7.2 The Company shall arrange for and be responsible for maintenance, and where necessary the removal of the signs.

7.3 The Company shall be responsible for:

- a) Ensuring that all works carried out under the approval or permit shall be signed in accordance with the *Manual of Uniform Traffic Control Devices* or as directed by the City as per Book 7.
- b) Ensuring compliance with the *Occupational Health and Safety Act* and all relevant statutes.
- c) Ensuring that all works are carried out in accordance with the intersection layout described in the Site Plan.
- d) All utility locates prior to work operations.
- e) Ensuring that the work does not create any unnecessary impediment or interference with the travelling public.
- f) Ensuring the completed installation does not interfere with ditches, drains or sight lines.
- g) Ensuring that the work area is restored to a condition satisfactory to the City.
- h) The actions of its subcontractors, if any, and in ensuring that the work is carried out to the satisfaction of the City and that no work is commenced without the prior knowledge of the City.
- i) Repairing signs immediately, but in any event not more than 30 days, after becoming aware of the need for repair.
- j) The relocation or removal of signs in the event of road reconstruction or repair within 14 calendar days of the City sending notice of the reconstruction or repair to the Company.
- k) The relocation or replacement of signs which impair visibility at intersections or entrances, within 30 calendar days of the City sending notice of the required relocation or replacement to the Company.

7.4 The Company shall be responsible for replacement or relocation of signs as a result of adjoining new development or entrances. The Company shall be reimbursed by the City for reasonable costs.

7.5 The Company is the contact for the City for any installation, removal, replacement or maintenance of signs.

7.6 The City will endeavor to respond to the request for a site plan approval within 14 days of receipt.

8. Liability and Indemnification

8.1 The Company agrees that the City shall not be liable for any injury or damage (including death) to the person of the Company or to any officer, director, employee or agent of the Company, or for the loss of or damage to the property of the Company or any of its officers, directors, employees or agents that is in any manner based upon, caused by or in any way attributable to the Company's performance under this Agreement.

- 8.2 The Company agrees that it shall at all times indemnify and save harmless the City, its officers, employees and agents from and against all claims, demands, losses, costs, damages, actions, suits or other proceedings by whomsoever made, sustained, brought or prosecuted, that are in any manner based upon, caused by or attributable to anything done or omitted to be done by the Company or any of its officers, directors, employees or agents in connection with services performed, purportedly performed or required to be performed by the Company under this Agreement.
- 8.3 Without restricting the generality of anything contained in paragraph 8.2 above, the Company shall maintain comprehensive all-risk general liability insurance acceptable to the City and subject to limits of not less than \$5 million inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof, completed operations or products insurance and automobile liability insurance acceptable to the City for both owned and non-owned vehicles.
- 8.4 The Company shall arrange for the completion and submission to the City of a certificate of liability insurance for each policy of liability insurance maintained under this Agreement and which shall include a provision requiring the insurer to give ten (10) days written notice to the City in the manner set forth in the policy conditions if the policy is to be changed or cancelled.
- 8.5 In no event will the City be responsible for indirect or consequential damages or loss of profit sustained by the Company, or by an Operator.

The City shall not be liable to the Company or to any other person or company for the payment of any money pursuant to, as a result of, or in any way connected with the Company's performance pursuant to this Agreement.

9. Defaults and Remedies

Each of the following events constitutes Default under this Agreement:

- a) the Company fails to observe or perform a term, condition, obligation, or covenant in this Agreement and such failure continues for a period of twenty days after receipt by the Company of written notice of such failure; or
- b) the Company becomes insolvent, bankrupt, or a receiver or manager, court appointed or otherwise, is appointed for its assets; or
- c) an order is made or a resolution is passed, or proceedings commenced for the windup, liquidation, or dissolution of the Company, or the Company is otherwise dissolved or ceases to carry on business.

10. Confidentiality

Either party may distribute copies of this Agreement to anyone without the consent of the other party.

11. Assignment.

The City and the Company agree that this Agreement will be binding on all successors and assigns except as provided elsewhere in this agreement.

12. Severability

If any provision of this Agreement is declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement will continue in full force and effect with respect to all other provisions, and all rights and remedies accrued under such other provisions will survive any such declaration. Any invalid, illegal or unenforceable provision will, to the extent permitted by law, be severed and replaced by a valid provision which comes closest to the intention underlying the invalid, illegal or unenforceable provision.

13. Non-Agent

It is agreed that this Agreement is a contract for a service, and the Company, its officers, directors, employees and agents are not, nor are they deemed to be, employees or agents of the City.

14. Applicable Law

This Agreement is to be governed by and interpreted in all respects in accordance with the laws of the Province of Ontario and of Canada.

15. Amendments

This Agreement may be amended, altered or modified only by a written document signed by duly authorized officers of the City and the Company. The schedules to this Agreement may also be amended, altered or modified only by a written document signed by the Company and authorized representatives of the City.

16. Waiver

No provision of this Agreement will be deemed to be waived, and no breach excused, unless such waiver or consent excusing the breach is in writing and signed by the party to be charged with such waiver or consent. A waiver of any provision of this Agreement or of any other provision of this Agreement or of any other breach, whether of the same or of any other provision, nor shall any delay or omission on the part of any party to this Agreement to exercise or avail itself of any right it has or may have under this Agreement, operate as a waiver of any such breach or right, nor will any waiver or failure to enforce any of the provisions of this Agreement in any way affect the validity of the Agreement or any part of it.

17. Notices

Any notice, request, demand, consent, approval, correspondence, report or other communication required pursuant to or permitted under this Agreement, must be in writing and must be given by personal delivery or transmitted by fax, telegram, facsimile or other electronic message which provides a hard copy, or be sent by first class mail, postage or charges prepaid, and addressed to the party to whom it is intended at its address as set out below:

To: **The City of the County of Elgin
450 Sunset Drive,
St. Thomas, ON N5R 5V1
Blaine Parkin, CAO & Grant Jones, Warden**

To: **The Company
Canadian TODS Limited
120 Whitmore Rd. Unit 8
Woodbridge, Ontario
L4L 6A3**

Any notice given as aforesaid shall be deemed to have been effectively given on the earlier of:

- a) the date of delivery, if delivered during normal business hours, and if not, on the next following business day; or
- b) on the fifth business day after effectual posting in Canada, or four (4) hours after being sent by fax during normal business hours.

Any party may, at any time, give notice in writing to the other in the manner provided for above of any change of address or fax number.

18. Arbitration

The Company and the City shall use their best efforts to settle in a fair and reasonable manner any financial or business or other dispute arising in connection with this Agreement, or the performance thereof. If such disputes cannot be settled by the parties between themselves, they shall settle it by arbitration pursuant to the *Arbitration Act* of Ontario and as follows.

The party that desires arbitration shall nominate one arbitrator and shall notify the other party of such nomination, who shall within thirty (30) days after receiving such notice nominate an arbitrator. The two arbitrators appointed by the parties shall fail within a further 15-day period to select a third arbitrator, either party may apply to a judge of the Ontario Court (General Division) to appoint such third arbitrator. If a second arbitrator is not nominated within thirty (30) days, then the first arbitrator may proceed to determine the dispute and his decision shall, subject to the provisions hereof, be binding upon the parties.

The decision of the arbitrators or any two of them (or the decision of the single arbitrator, if only one is appointed in the circumstances described above) shall be given in writing and shall be final, binding on the parties, not subject to any appeal, and shall deal with the question of costs of arbitration and all matters related thereto.

IN WITNESS WHEREOF the City and the Company have signed this Agreement by their duly authorized officers as of the day and year first above mentioned.

CANADIAN TODS LIMITED

I have the authority to bind the Corporation

per: _____
(GENERAL MANAGER – Randy Nichols)

THE CORPORATION OF THE COUNTY OF ELGIN

per: _____
(Blaine Parkin, CAO)

per: _____
(Grant Jones, WARDEN)

SCHEDULE C

Technical Standards and Specifications of Signs

Signs must meet the standards and specifications laid out in Schedule B of Canadian TODS agreement with the Province of Ontario