

Event Transit Fares Agreement

This Event Transit Fares Agreement (the “**Agreement**”) is made as of the date on which it is executed by the last signatory to the Agreement (as indicated by the date associated with that Party’s signature)

Between:

Halifax Regional Municipality

A municipal corporation in the Province of Nova Scotia (“**HRM**”)

-and-

[Insert Legal Name of Event Organizer]

A [insert type of organization e.g. company, society, charity, etc.] incorporated under the laws of Nova Scotia

Having an office at:

[enter address]

(“**Event Organizer**”)

BACKGROUND

- A. To support community members making use of public transportation to travel to and from events and to reduce automobile traffic, particularly in the downtown, HRM-core area, HRM has implemented a discounted transit fares program, via Halifax Regional Municipality By-Law U-100, the User Charges By-Law, that offers an opportunity for event organizers to add value to their events by waiving transit fares for attendees who show their event ticket when traveling to and from the event (the “**ETF Program**”).
- B. HRM and the Event Organizer (each a “**Party**” and collectively the “**Parties**”) now wish to enter this Agreement in order to set out the responsibilities of each party with respect to the ETF Program, including the payment of fees by the Event Organizer to HRM.

IN CONSIDERATION of the mutual promises and obligations contained in this Agreement, the Parties covenant and agree as follows:

1. DEFINITIONS

In this Agreement:

- (a) “**By-Law**” means the Halifax Regional Municipality By-Law U-100, the User Charges By-Law;

- (b) “**ETF Fee**” has the meaning set forth in Section 3 of this Agreement;
- (c) “**ETF Fee Credit**” has the meaning set forth in Section 5 of this Agreement;
- (d) “**ETF Program**” has the meaning set forth in Background B to this Agreement;
- (e) “**Event**” means both a charged and a free-of-charge event, where there are no less than 100 Event Attendees attending the event, and examples of an Event include, but are not limited to, sporting events, cultural events, religious events (other than regular religious services), ceremonies, festivals, large conferences and business meetings, and trade shows and exhibitions;
- (f) “**Event Attendee**” means a person, other than an employee of the Event Organizer or a volunteer of the Event, who has purchased, or been provided free of charge, an Event Ticket by an Event Organizer;
- (g) “**Event Ticket**” means a physical or electronic ticket, or other suitable receipt, such as a pass or lanyard, that an Event Attendee has purchased from the Event Organizer, or been provided free-of-charge by an Event Organizer, in order to gain access to the Event;
- (h) “**Expiry Date**” has the meaning set forth in Section 2 of this Agreement;
- (i) “**Renewal Term**” has the meaning set forth in Section 2 of this Agreement;
- (j) “**Term**” has the meaning set forth in Section 2 of this Agreement; and,
- (k) “**Total Fee**” has the meaning set forth in Section 4(l) of this Agreement.

2. TERM AND RENEWAL TERM

The term of this Agreement (the “**Term**”) shall commence [insert start date] and terminate at 11:59 pm on [insert date that is 2 years after the start date] (the “**Expiry Date**”). The Term of this Agreement may be extended for an additional 2 years (the “**Renewal Term**”) if the Event Organizer notifies HRM, no later than March 31st of the final calendar year of the Term, of its intention to enter into the Renewal Term. HRM and the Event Organizer shall then enter good faith negotiations to address any required amendments to this Agreement, including any changes to the ETF Fee. HRM and the Event Organizer shall have executed a renewal of this Agreement by the Expiry Date, otherwise, this Agreement shall terminate upon the Expiry Date.

3. ETF FEE

- (a) The Event Organizer will pay to HRM, in accordance with this Agreement, no less than \$1.00 for each Event Ticket that has been purchased by an Event Attendee or provided to an Event Attendee by the Event Organizer (the “**ETF Fee**”). The exact amount of the ETF Fee shall be determined by HRM, in its sole discretion, and communicated to the Event Organizer in writing at the time the Event Organizer applies to the ETF Program.
- (b) The Event Organizer, at its sole discretion, may choose to incorporate an amount into the price of an Event Ticket that the Event Organizer charges to Event Attendees in order to reimburse the Event Organizer for costs it may incur by participating in the ETF Program.

4. ETF PROGRAM

Validity and Eligibility

- (a) To be an eligible Event for the ETF Program, the Event must have 100, or more, Event Attendees.
- (b) The Event Organizer agrees it is either a non-profit or charity organization, as defined in the By-Law, or a private sector organization.
- (c) The Event Organizer agrees that it is the organization responsible for the hosting and administration of an Event and that it shall host and administer the Event in accordance with all applicable legislation, including any HRM by-laws or policies and all health and safety requirements, including provincial health directives and policies.
- (d) HRM shall determine a reasonable period before and after an Event for which an Event Ticket will be valid for use by Event Attendees and such periods of time are intended to permit Event Attendees with broad use of HRM transit services. If requested by HRM, the Event Organizer shall provide Event Attendees with notification of such validity period for an Event Ticket.

Administration

- (e) The Event Organizer shall initially create an ETF Program account with HRM in the form and manner prescribed by HRM.
- (f) For each Event for which an Event Organizer wishes to have considered by HRM to be part of the ETF Program, the Event Organizer shall complete and submit a request to HRM in the form and manner prescribed by HRM for such request. At such time, HRM shall inform the Event Organizer of the ETF Fee for that Event.

- (g) Unless otherwise agreed to in writing by HRM, no later than 30 days prior to the date of the Event, the Event Organizer shall provide HRM with a picture or sketch of the Event Ticket that the Event Organizer proposes to use for the Event, to ensure Event Ticket design elements are legible and meet HRM's operational requirements. The cost of designing and producing the Event Ticket is solely the responsibility of the Event Organizer.
- (h) Only if required as a result of HRM's review as set forth in Section 4(g), then no later than 10 days after receipt of the picture or sketch of the Event Ticket, HRM shall provide the Event Organizer with any comments or changes that HRM requires to the Event Ticket so that it will meet HRM's operational requirements. The Event Organizer shall incorporate the changes into the Event Ticket.
- (i) The Event Organizer shall issue each Event Attendee with an Event Ticket in accordance with its internal practices.
- (j) Subject to this Agreement, if an Event Attendee has been issued an Event Ticket, and such Event Ticket is presented to the applicable HRM staff member each time an Event Attendee makes use of HRM transit services to either travel to an Event or travel from an Event, the Event Attendee shall be entitled to unlimited use of all HRM:
 - (i) fixed-route, conventional bus services, including regional express routes;
 - (ii) ferry services; and,
 - (iii) Access-A-Bus services for those Event Attendees who have separately registered with HRM for such services.
- (k) The Event Organizer agrees to inform all Event Attendees that:
 - (i) each Event Attendee holding a valid Event Ticket is subject to the applicable policies and guidelines of HRM, including any transit policies and guidelines, as amended from time to time;
 - (ii) an Event Ticket shall not be assigned, or provided for use by, the Event Attendee to any other person and that any Event Attendee who is found to have breached the conditions of the use of the Event Ticket may have the privilege revoked without rebate as set out in HRM's by-laws, rules and regulations; and,
 - (iii) HRM staff members at all HRM transit services reserve the right to check the validity of the Event Ticket and to, if reasonable in the circumstances, deny entry by the holder

of the Event Ticket to HRM transit services, in accordance with this Agreement, the by-laws, rules and regulations of HRM.

Payment and Replacement of Event Ticket

- (l) Within 3 business days of the end of the Event, the Event Organizer will confirm in writing to HRM the total number of Event Attendees. After receipt of the total number of Event Attendees, HRM shall issue the Event Organizer an invoice setting forth the number of Event Attendees multiplied by the ETF Fee (the “**Total Fee**”). The Event Organizer shall pay the Total Fee to HRM no later than 30 days after receipt of the invoice.
- (m) Should the Event Organizer fail to make any of the required payments as set forth in this Agreement, HRM may charge the Event Organizer interest on such overdue amount at the applicable rate as set forth in HRM’s *Administrative Order #14 Respecting the Application of Interest Charges on Outstanding Accounts*.
- (n) HRM is not responsible for any Event Ticket that has been lost or stolen and the Event Organizer shall pay the Total Fee regardless if there are any lost or stolen Event Tickets. The Event Organizer may choose to replace any lost or stolen Event Ticket. The Event Organizer may choose to impose on Event Attendees an administration fee for lost or stolen Event Tickets at the Event Organizer’s sole discretion.

5. FEE CREDIT

- (a) Except as expressly provided in this Section 5, the ETF Fee shall be non-refundable.
- (b) If, due to circumstances within the reasonable control of HRM,
 - (i) one of the regular HRM transit services sustains an interruption in service for the period of time in which Event Attendees would reasonably have made use of the transit service; or,
 - (ii) if HRM has determined not to charge riders of transit services, including Event Attendees, for the period of time in which Event Attendees would reasonably have made use of the transit service,

then the Event Organizer shall be entitled to a credit (the “**ETF Fee Credit**”). The amount of the ETF Fee Credit shall be determined by good faith negotiations between HRM and the Event Organizer and shall take into account the transit services that were available for use by the Event Attendees, the number of Event Tickets provided by the Event Organizer to Event Attendees and the approximate number of Event Attendees who were unable to use the HRM transit services.

6. GENERAL

- (a) Either Party may terminate this Agreement, for any reason, by providing not less than 3 months written notice to the other Party of its intention to terminate. A termination of this Agreement does not absolve the Event Organizer from its responsibility to pay the Total Fee to HRM for any Events that occurred prior to the termination.
- (b) If the Event Organizer breaches any of its obligations set forth in this Agreement, and such breach is not rectified within a reasonable period of time (as determined in HRM's sole but reasonable opinion) HRM may immediately terminate this Agreement and upon such termination, any outstanding amounts to be paid to HRM by the Event Organizer shall immediately become due.
- (c) In the event of any dispute between HRM and the Event Organizer regarding any matter relating to this Agreement, HRM and the Event Organizer agree that such dispute will be resolved in accordance with the following procedure:
 - (i) The Executive Director of Halifax Transit and a member of the Event Organizer's senior management, or their designates, or persons in similar positions within the Parties, will meet in person or via teleconference within 10 days of either Party serving notice on the other of a dispute, to attempt to resolve the dispute.
 - (ii) If the Parties are unable to resolve said dispute in accordance with Section 6(c)(i), then either Party may serve no less than 30 days' notice on the other of mediation. Within 10 days of delivery of the notice of mediation, HRM and the Event Organizer shall appoint a mediator acceptable to each Party. If the mediator is unable to resolve the dispute within 30 calendar days after his or her appointment or within such further period agreed to by both Parties, the mediator shall terminate the mediation by giving written notice to both Parties.
 - (iii) In the event that a dispute cannot be resolved by mediation pursuant to Section 6(c)(ii), the Parties agree to proceed to arbitration before a single arbitrator in Halifax, in accordance with the *Commercial Arbitration Act* (Nova Scotia).

All costs incurred for mediation or arbitration under this Section 6(c) shall be shared equally by HRM and the Event Organizer, but the Parties shall be responsible for their own legal fees and disbursements, expert fees, travel and accommodation and other similar expenses associated with the mediation or the arbitration.

- (d) The Event Organizer shall perform all of its obligations under this Agreement independently

from HRM and not as an agent or employee of HRM. HRM and the Event Organizer are contractors independent of one another, and neither has the authority to bind the other to any third party or to act in any way as a representative of the other, except as expressly set forth in this agreement. This Agreement does not create, and shall not be construed as creating, a partnership or joint venture relationship between HRM and the Event Organizer.

- (e) The Event Organizer shall indemnify and save harmless HRM, its employees, Mayor and councillors, from the acts and omissions of the Event Organizer, its employees, sub-contractors, or any other persons for which it is responsible, and from all liabilities, damages claims, suits and actions: (i) in respect of any failure by the Event Organizer to fulfil any of its obligations under this Agreement; or (ii) arising out of all uses by the Event Organizer or its Event Attendees of the ETF Program, unless such liability, damages, claims, suits and actions result from the gross negligence or wilful misconduct of HRM and this section shall survive the termination of this Agreement.
- (f) The Event Organizer shall keep proper and accurate books and records, including all invoices, receipts and vouchers, relating to the ETF Program and the purchase of Event Tickets and all expenditures and commitments made in connection with the Event Organizer's participation in the ETF Program. The Event Organizer shall make such books and records available to HRM for review or audit within 10 days following receipt of a request from HRM to do so.
- (g) Any notice, demand, request or other instrument which may or is required to be given under this Agreement shall be in writing and be delivered or sent by regular mail:
 - (i) if to [insert name of Event Organizer] at:

[insert Event Organizer's name and contact info]

or such other method as the Event Organizer may designate;
 - (ii) if to HRM at:

Chief Administrative Officer, Halifax Regional Municipality
1841 Argyle Street, Halifax
PO Box 1749, Halifax, NS B3J 3A5
clerks@halifax.ca

or such other method as HRM may designate;

Any such notice, demand, request or consent shall be conclusively deemed to have been made on the day upon which such notice, demand, request or consent is delivered, or if mailed, then

on the second business day following the date of mailing. If agreed by the Parties, the Parties may provide such notice via electronic mail and such notice shall be deemed complete when the sending Party receives confirmation of the recipient Party's receipt of the electronic mail.

- (h) This Agreement constitutes the entire agreement between the Parties with respect to the ETF Program, and except as provided in this Agreement, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding on the Parties unless reduced in writing and signed by them.
- (i) This Agreement, including all its schedules, will enure to the benefit of and be binding upon the Parties and each of their respective successors, heirs and permitted assigns.
- (j) The Event Organizer shall not assign this Agreement, in whole or in part, without the prior written consent of the HRM, which consent HRM may withhold in its sole and absolute discretion.
- (k) If a term, covenant or condition of this Agreement, or its application to any person or circumstances is held to any extent to be invalid or unenforceable, then the remainder of this Agreement, and the application of the term, covenant or condition to persons or circumstances other than those as to which is held invalid or unenforceable will not be affected and will remain in full force and effect.
- (l) This Agreement shall be construed and governed by the laws of the Province of Nova Scotia.
- (m) This Agreement may be signed electronically and in counterparts. The Parties agree that signatures transmitted and received via electronic transmission shall be treated for all purposes of this Agreement as original signatures and shall be deemed valid, binding and enforceable by and against all Parties.

[signature page follows]

The Event Organizer and HRM have executed this Agreement through their authorized representatives as of the date below each signature.

Halifax Regional Municipality

Print Name: _____

Print Title: _____

Print Date: _____

[insert legal name of Event Organizer]

Print Name: _____

Print Title: _____

Print Date: _____