

UNITED WAY OF GREATER SIMCOE COUNTY

DESIGNER AGREEMENT

DATE: May _____, 2009

BETWEEN:

UNITED WAY OF GREATER SIMCOE COUNTY ("UWGSC")

AND:

_____ (the "**Designer**")

(1) **The Event:** UWGSC proposes to host a designer show home event at the home of Arch and Helen Brown (the "**Home Owners**") located at 1 Barrie Terrace, in the City of Barrie (the "**Home**"), including a gala evening on September 10, 2009 (the "**Gala Event**") and public tours on Sunday, September 13, Saturday, September 20th, Sunday September 21st and such other mid-week dates as shall be determined by UWGSC from time to time (the "**Public Tours**") (all of which shall be referred to as the "**Event**");

(2) **The Design Space:** In consideration of the public exposure and marketing potential of the Event provided to the Designer, the Designer has agreed to design and decorate a room in the Home or a space on the Property as described below (the "**Design Space**") in accordance with the terms and conditions herein contained:

(3) **Costs:** Although UWGSC has agreed to make its best efforts in procuring suppliers and tradespeople to assist in the preparation for the Event, the Designer acknowledges and agrees that all design work, costs, expenses, labour, and furnishings supplied in conjunction with the design of the Design Space shall be born by the Designer and/or his/her suppliers. Notwithstanding the foregoing, the parties agree that paint and volunteer painters will be provided, where applicable, for indoor spaces.

(4) **Access:** UWGSC shall provide the Designer with access to the Design Space and the Property on a schedule to be arranged by UWGSC, for the following purposes:

(a) **Initial Viewing:** to view entire property and decide upon rooms that the designer may be interested in designing.

(b) **Follow-Up Viewing:** to take photographs, measurements, etc. for the Design Space design scheme and opportunity for pictures to be taken of Designer for future publication;

(c) **Design Period:** A four (4) week period of time in July and early August, shall be provided to the Designer whereby the Designer will be provided with daily access to the Property and the Design Space in order to complete the preparation of the Design Space, furnish and decorate the Design Space as per the Design Plan, such times during this period to be determined by UWGSC. Please note that, in order to complete this project in time for photography to be completed and inserted into the Simcoe Life magazine special insert on September 4, 2009, all design work must be completed and the Design Space in finished from by **August 7, 2009**.

(d) **Clean Up & Removal:** At the completion of the Event, the Designer will be provided access in order to remove all furnishings and other elements not affixed to the property and which are not to remain in the Design Space, at such times as shall be provided by UWGSC.

The Designer agrees that he/she shall not otherwise be permitted upon the Property unless special arrangements are made with UWGSC for entry.

(5) **Design Plan:** Once the Design Space has been assigned to the Designer, the Designer will be required to create a design plan, complete with presentation board and drawings, to be provided to UWGSC (the “**Design Plan**”) by **June 9, 2009**. The Design Plan shall be completed in accordance with the design parameters set by UWGSC through Marlene Mitchelmore, Professor of Design, Georgian College (the “**Design Parameters**”). UWGSC will then seek approval from the Home Owners and will advise the Designer if any modifications in the Design Plan will be required. It is anticipated that a final approved Plan will be completed by **June 17, 2009**.

(6) **Fixtures & Other Work.** If the Designer’s Plan includes the replacement, removal or modification of any fixture(s), which work shall be pre-approved in writing by UWGSC and the Home Owners, the Designer shall be responsible for the cost of removal, storage, installation and/or re-installation of same in a good and workmanlike manner (“**Fixture Work**”). The Designer shall also be responsible for repairing any damage done to the Property as a result of the removal or replacement or addition of any fixtures. Whether fixtures remain at the completion of the Event, shall be in the sole discretion of UWGSC so the Designer and its suppliers should be prepared to either leave the fixtures after the Event, or replace them and restore the Design Space to its original state. Any plumbing or electrical work required in the Design Space shall be arranged through D.R. Amos Plumbing (the “**Event Plumbers**”) and Wallwin Electric (the “**Event Electricians**”) unless previously approved by UWGSC. All painting shall be performed by volunteer painting professionals pre-approved by UWGSC. Any other contracted work shall be completed by reputable contractors and shall be done in a good and workmanlike manner, commensurate with the high standards of the home and the value of the Property.

(7) **Hardwood.** All hardwood floors which are not presently covered will remain uncovered, unless otherwise agreed upon by the Designer, UWGSC and the Home

Owners, except for temporary floor coverings which will be removed by the Designer at the completion of the Event;

(8) Permanent Alterations. The Home Owners and UWGSC must approve any permanent alterations in advance of any work being commenced. All work must be done by reputable tradespeople, in a good and workmanlike manner, giving consideration to the type and value of the Property;

(9) Removal of Property. The Designer shall remove or cause the removal of all personal property brought to the House/Design Space and Property by the Designer or any other person for the purpose of the design and decoration of the Design Space within one (1) week after the Event has been completed (the “**Clean Up Deadline**”). Provided that anything affixed to the Property shall not be removed without the consent of UWGSC. **The Design Space shall be left in a clean, broom-swept condition and any damage shall be repaired by the Designer in a good and workman-like manner.** Nail and screw holes shall be patched and painted. In the event that any personal property or fixtures are left in the Design Space or on the Property after the Clean Up Deadline, such property and/or fixtures shall become the property of UWGSC and may be dealt with at its discretion thereafter. In the event that any damage to the Design Space has not been repaired by the Clean-Up Deadline, UWGSC may elect to make the repairs itself and charge the Designer for so doing and the Designer agrees to pay such account forthwith upon receipt of same.

(10) Home Owner Stipulations. The Designer agrees to be bound by any further Home Owner stipulations, as are attached hereto as **Schedule “A”**.

(11) Designer Insurance. The Designer shall be required to provide proof of insurance to UWGSC, in the form of a binder letter addressed to UWGSC confirming coverage of all personal property to be left at the Property and general liability insurance in an amount no less than **One Million Dollars (\$1,000,000.00)**. **The Designer acknowledges and agrees that UWGSC and the Home Owners shall not be responsible for any loss with respect to the Designer’s property, whether by fire, theft or otherwise. It is the Designer’s sole responsibility to ensure coverage in this regard. The Designer further acknowledges that the general public is being admitted into the House and Property and, at the Gala, will have open access to the House and Property. The Designer assumes all risks associated with accidental damage to the contents of the Design Space and will self-insure accordingly.**

(12) Designer Waiver. The Designer acknowledges that there are inherent risks associated with the work being done on the Property and hereby assumes those risks and acknowledges, agrees, and represents that he/she has or will immediately upon entering the Property, and will continuously thereafter, inspect the Property and the Design Space and warrants that, if at any time, he/she feels anything to be unsafe, he/she will immediately advise UWGSC. In consideration of the Designer being granted the right to participate in the Event, the Designer **HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE** the UWGSC, the Home Owners and each of them, their directors, officers, agents and employees (the “**Releasees**”) **FROM ALL LIABILITY TO THE DESIGNER, his/her personal representatives, assigns,**

heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR ON ACCOUNT OF INJURY TO THE PERSON OR PROPERTY OR RESULTING IN DEATH OF THE UNDERSIGNED ARISING OUT OF OR RELATED TO THE EVENT, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. THE DESIGNER HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to the EVENT whether caused by the NEGLIGENCE OF THE RELEASEES or otherwise.

(13) Indemnity re Third Parties: The Designer and UWGSC acknowledge that the Designer may be required to bring employees, agents and sub-contractors (the “**Third Parties**”) onto the Property to assist in the completion of the Design Space. The Designer shall be solely responsible for the Third Parties and shall ensure that the Third Parties have any necessary insurance or other coverage as may be required in the circumstances. The Designer shall also be responsible for ensuring that all applicable legislation, including but not limited to worker safety legislation and WSIB, are adhered to. The Designer SHALL INDEMNIFY AND HOLD UWGSC HARMLESS from and against any COST, LIABILITY OR EXPENSE associated with any failure on the Designer’s part to carry out his/her duties as stated above or any claim by any Third Party for any INJURY OR DAMAGE, personal or otherwise, which may occur on the Property.

(14) Notice of Default: Where a Party (the “**Defaulting Party**”) hereto is in default of any of these provisions, the other Party (the “**Notifying Party**”) may give written notice to the Defaulting Party setting forth the default (a “**Default**”) or Defaults in question and the Defaulting Party shall have two (2) days to rectify the Default or Defaults to the commercially reasonable satisfaction of the Notifying Party. If the Defaulting Party fails to so rectify the Default or Defaults within such two day period, then this Agreement may be terminated by the Notifying Party upon written notice of such termination by the Notifying Party to the Defaulting Party.

(15) Publicity/Credits: UWGSC shall be entitled to produce booklets and other publicity materials and will have the right to otherwise publicize the Event. The Designer consents to the use of his/her personal and/or company names, trade-marks and photographic images, in relation to the Event. The Designer will supply their logo to UWGSC for insertion on such materials, including signage at the Event. The Designer shall not erect any of the Designer’s own signage at the Event without the pre-approval of UWGSC.

(16) Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the parties hereby submit and attorn to the exclusive jurisdiction of the courts of the Province of Ontario for all matters arising out of or in connection with this Agreement or any of the transactions contemplated thereby.

(17) Meaning Not Affected by Division or Headings: The division of this Agreement into recitals, sections and schedules and the provision of headings for all or

any thereof are for convenience of reference only and shall not affect the meaning of this Agreement.

(18) Notices: All notices and other communications hereunder shall be in writing and shall be deemed given if delivered personally or by facsimile transmission, (with confirmation from the sending machine) or mailed by registered or certified mail (return receipt requested), postage prepaid, to the parties at the following addresses (or at such other address for a party as shall be specified by like notice; provided that notice of change of address shall be effective only upon receipt thereof);

- a. to the Designer as follows: _____
- b. to UWGSC, as follows: 136 Bayfield Street, Suite 100, Barrie ON L4M 3B1 Attention: Seija Suutari, C.E.O.

Any notice or other communication so given shall be deemed given on the date of transmission in the case of any facsimile transmission or personal delivery unless such transmission is completed on a Saturday, Sunday or statutory holiday in the Province of Ontario, or after 4:30 p.m. local time, in which case it shall be deemed received on the next Business Day (a day other than a Saturday, Sunday or statutory holiday in the Province of Ontario). For transmission by other than facsimile transmission or personal delivery, notice or other communication shall be deemed given when actually received at the above address.

(19) Execution: This Agreement may be executed in counterparts, no one of which needs to be executed by all of the parties hereto, and when all of the parties have executed a counterpart, all of such counterparts shall together comprise one and the same agreement and this Agreement shall be binding upon all of the parties who have executed such a counterpart with the same force and effect as if all of the parties had signed the same document and each such signed counterpart shall constitute an original of this Agreement.

IN WITNESS WHEREOF all of the parties hereto have executed this Agreement as of the date first above written.

United Way of Greater Simcoe County
Per:

President – Joanne C. McPhail

CEO – Seija Suutari
We have authority to bind the Corporation.

Witness:)
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Designer

SCHEDULE “A”

OWNER STIPULATIONS

No wood materials may be painted or stained without the explicit consent of the Home Owners.