

FUNDING AGREEMENT

NO.

VANCOUVER FRASER PORT AUTHORITY

AND

SOCIETY

AUTHORITY:

APPROVAL DATE:

DATE:

SUBJECT:

AMOUNT:

THIS AGREEMENT made as of the ____ day of _____, _____.

BETWEEN:

VANCOUVER FRASER PORT AUTHORITY (the "Authority")

AND:

(the "Society")

In order to assist communities with the dredging of local channels the Authority has established the Local Channel Dredging Contribution Program and the Society has submitted an application for funds from that Program.

The parties therefore agree as follows:

FUNDING

- 1. The Authority shall, contingent on approval of its annual operating budget, provide to the Society the sum of \$_____ (_____ DOLLARS) (the "Funds") in accordance with the following schedule (the "Funding Schedule"):

Year 1:		Year 6:	
Year 2:		Year 7:	
Year 3:		Year 8:	
Year 4:		Year 9:	
Year 5:		Year 10:	

- 2. The Society shall use the Funds for the purposes set out in the Society's Application for Advance of Funds or Application for Funding dated _____, a copy of which is attached as Appendix A (the "Work"). Written approval of the Authority must be obtained prior to use of the Funds for any purpose not expressly set out in the Application.
- 3. The Funds shall be expended in accordance with the Funding Schedule, unless prior written approval is obtained from the Authority.
- 4. The Society shall return to the Authority any portion of the Funds which remains unused at the completion of the Funding Schedule.
- 5. The Society shall provide the Authority with a summary of the status of the Work, including a summary of the expenditure of the Funds, upon completion of each year of the Funding Schedule.
- 6. The Society acknowledges that the Authority's role in the Work is limited to the provision of the Funds and that the Authority has made no representations or assurances regarding the scope of the Work, the accuracy of the projected costs or the proposed consultants or contractors. The Society acknowledges that provision of the Funds is contingent on approval of the annual operating budget of the Authority. The Society further acknowledges that provision of the Funds does not constitute a representation that necessary permits or approvals will be issued by the Authority.

ENVIRONMENTAL and REGULATORY

7. The Society shall comply with all applicable laws and regulations, including environmental.
8. The Society shall obtain all approvals and permits necessary to undertake the Work, including those which must be obtained from the Authority.

PROMOTION AND RECOGNITION

9. The Society shall acknowledge the contribution of the Authority in all communication and promotional materials pertaining to the Work and shall refer to the Authority as "Port Metro Vancouver". The Society shall withdraw or have withdrawn from circulation and cease distribution or broadcasting of any public message or printed material involving, in the reasonable view of the Authority, a use of its name and marks which could cause damage to its reputation, create confusion in the public's mind, or mislead the public in any way.
10. The Authority is authorized to mention the contribution of the Funds to the Society for the Work in its advertising and communications with the public.

TERMINATION

11. This Agreement may be terminated at any time with the consent of both parties. Either party may terminate this Agreement on 30 days written notice to the other party.
12. The Authority may terminate this Agreement, effective immediately, in the event of a default by the Society. Acts which constitute a default include, but are not limited to: (i) use of the Funds for an unapproved purpose (ii) failure to provide a summary of the status of the Work on a timely basis (iii) failure to acknowledge the contribution of the Authority to the Work as required; or (iv) failure to maintain the Society in good standing.
13. Rights and obligations which, by their nature, extend beyond the end of this Agreement shall survive the expiry or termination of this Agreement.

WAIVER AND INDEMNITY

14. The Society shall bring no claims whatsoever against the Authority for anything relating to or arising from this Funding Agreement or its subject matter.
15. The Society agrees to indemnify and save harmless the Authority, its officer, directors and employees, from and against all claims, actions and/or proceedings caused by or arising from this Funding Agreement or the performance of the Work, except where such claims, actions or proceedings arise from the negligence of the Authority.

GENERAL

16. Notice pursuant to this Agreement may be given by mail, facsimile or email.

Notice to the Authority shall be to:

100 The Pointe
999 Canada Place
Vancouver, BC, V6C 3T4
Attention: *name, email*

Notice to the Society shall be to:

- 17. This Agreement shall be governed by and construed in accordance with the laws of the province of British Columbia and Canada.
- 18. Nothing in this Agreement and no action of the parties shall create an agency relationship or legal partnership between the parties. Neither party is authorized to contract for or incur any obligation on behalf of the other party.
- 19. No amendment or modification of this Agreement is effective unless and written and executed by both parties.

THE PARTIES INDICATE THEIR ACCEPTANCE OF THE TERMS AND CONDITIONS OF THIS AGREEMENT BY EXECUTION BY THEIR AUTHORIZED SIGNATORIES:

SIGNED, SEALED AND DELIVERED)
 on behalf of the **VANCOUVER FRASER**)
PORT AUTHORITY by its authorized)
 signatories:)
)
)
)
)
 _____)
 President & CEO)
)
)
 _____)
 Corporate Secretary)
)

C/S

SIGNED, SEALED AND DELIVERED on behalf)
 of the **SOCIETY** by its authorized)
 signatories:)
)
)
)
 _____)
 Name (please print):)
)
)
 _____)
 Title (please print):)
)
)
 _____)
 Signature:)

C/S