

FEE-BASED PROGRAMMING: ON-SITE GROUP INDEMNITY AGREEMENT & PREMISES AGREEMENT

This **AGREEMENT** is made and entered into as of this day _____, 20____, by and between:

(School or Group Name & Address)
(hereinafter referred to as the "**Organization**")

and

Tim Horton Children’s Foundation, Inc.
(hereinafter referred to as the "**Foundation**").

WHEREAS:

- A. The Foundation occupies a camp facility at 264 Glen Morris Road East, St. George, ON N0E 1N0 and provides programming, accommodation, food services, and transportation, all of which is property owned by the Foundation (the "**premises**"), and
- B. As a condition of the use of the premises, the Foundation wishes to set out the terms of use and to be indemnified and held harmless by the Organization, as more fully set forth in this Agreement below.

In consideration of the foregoing, and of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties to this Agreement hereby agree as follows:

SECTION I

The Foundation agrees to the following:

- a) Provide to the **Organization** consultation, coordination, design, and delivery of a fee-based programming between _____ and _____.
- a) Provide nutritious meals & snacks and accommodate special dietary requests. Foundation sites are nut aware and strive to accommodate; however Foundation sites cannot guarantee a nut free environment;
- b) Provide equipment necessary to conduct the program;
- c) Provide certified staff to conduct and lead camp-specific programs while on site; and
- d) Provide risk management forms, including the Assumption of Risk/Permission Form for Tim Horton Children’s Foundation School Excursions, and Participant Information Form to the Organization.

SECTION II

The Organization agrees to the following:

- b) Indemnify and hold the Foundation, its Trustees, Officers, Employees, and Agents harmless from and against any and all claims, liabilities, loss, expenses, suits, damages, judgments, demands and costs (including reasonable legal fees and expenses) arising out of

- The acts or omissions of the Organization in connection with the occupation and use of the premises by the Organization for the purposes of programming set out above;
 - The acts or omissions of the Foundation in connection with delivering the program, as set out above, to the Organization; and
 - Any exposure or transmission of the coronavirus disease (Covid-19), also referred to as, severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), to any employee, user, participant, guest, volunteer or member of the Organization;
- c) Fees will be levied as per the Reservation Form, with the final charges being based on the greater of:
 - a) participant numbers communicated to the **Foundation** by the **Organization** 14 days prior to the visit, or
 - b) the actual number of participants who arrive on site. Full Payment to the Tim Horton Children's Foundation is due within 30 days of invoice date.
 - d) The Organization shall defend and settle at its sole expense all lawsuits arising out of the foregoing;
 - e) The obligations of the Organization under this Agreement shall be in place in perpetuity;
 - f) Designate a Group Leader who will be at the Foundation camp during the agreed dates. The Group Leader is responsible for the supervision of the participants while at camp, and ensuring they adhere to the foundation's policies and programming while on site. The Group Leader is also responsible for taking any corrective action should there be infraction to these rules.
 - g) Ensure contagious illness screening and accompanying protocols are completed at the onset of each on-site day, and that chaperones are declaring their vaccination status, or negative rapid test, prior to their visit
 - h) Ensure participant and chaperone behaviour and safety expectations are followed as per participant conduct agreement;
 - i) Guarantee a minimum of 40 youth participants for the program.
 - j) Ensure all youth participants are accompanied by staff from their organization providing a 10:1 ratio between participant and chaperones.
 - k) Complete a Program Evaluation provided by Foundation following the camp visit;
 - l) Ensure each participant and chaperone completes the forms covered in Section I of this agreement. The Organization understands that failure to provide information within 14 days of the visit may result in the cancellation of the trip.
 - m) Provide a vehicle to be at the premises for the duration of the visit;
 - n) Organization staff are responsible for administering medications as required by the Organization's participants. This includes all prescription and non-prescription medications;
 - o) Ensure an appropriately stocked First Aid Kit is provided and available, and that at least one staff member attending is first-aid trained;
 - p) Provide a certificate of liability insurance naming the Tim Horton Children's Foundation, Inc. as an additional insured,
 - q) Ensure all organization employees and volunteer chaperones participating & supervising in the camp experience have a current acceptable background check;

SECTION III

The Foundation and Organization mutually agree to do or cause to be done, the following:

- a) Neither party will discriminate on the basis of race, color, sex, gender, religion, national origin, creed, age, veteran status, sexual orientation or disability against any participant, employee, applicant, or instructor for the above program, for enrollment in the course or for instruction of the participants, provided that with reasonable accommodations such persons have the physical and mental ability to participate as outlined in the Foundation's participant criteria.

SECTION IV

Additional Terms are as follows:

- a) The term of this Agreement shall be for period commencing _____ 20____ and terminating _____ .
- b) Any failure or delay by either party to execute any right, power, or privilege hereunder or to insist upon observance or performance by the other of the provisions in this Agreement shall not operate or be construed as a waiver thereof.
- c) If any provision of this Agreement is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect as drafted.
- d) This Agreement is governed by the law of Ontario and any dispute arising out of the terms of this Agreement shall be litigated, if at all, before the Superior Court of Ontario located in Toronto, to the exclusion of the courts of any other city, province or country.

IN WITNESS WHEREOF, this AGREEMENT is entered into on the date first above written.

**Tim Horton Children's
Foundation**

Organization
*By signing this agreement, I have
the authority to bind the
organization.*

Date
Role
Print Name
Signature