

SERVICE CONTRACT

BETWEEN

KB Media Corp. 1073 Montée Benoit Casselman ON K0A 1M0

AND

The Casselman Municipality 751 St-Jean Street Casselman, ON, K0A 1M0

This Agreement is made and entered into this October 11 by and between KB Media Corp. ("Service Provider") and The Casselman Municipality ("Client").

WHEREAS, the Client desires to obtain services from the Service Provider, and the Service Provider agrees to provide such services under the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Scope of Services

The Service Provider agrees to provide the following services to the Client:

 Selling ad space and naming rights for spaces and infrastructure within The Casselman Municipality.

2. Duration of Agreement

This Agreement shall commence on October 11, 2024, and shall continue for a period of three (3) years, terminating on October 11, 2027, unless otherwise terminated in accordance with the provisions of this Agreement.

Head Office 1073 Montee Benoit, Casselman, Ontario K0A 1M0 613-764-7446

<u>Ottawa</u> 343 Preston St 11th floor, Ottawa, ON K1S 1N4 613-764-7446

<u>Montreal</u> 2001 Boulevard 1700, Montreal, Quebec H3A 2A6 514-907-5123

<u>Toronto</u> 88 Queens Quay W Suite Robert-Bourassa Suite 2500, Toronto, ON M5J 0B8 416-900-4638



3. Compensation

The Client agrees to compensate the Service Provider as follows:

 A rate of 10% of the value of each ad space rental or naming right opportunity sold by the Service Provider.

4. Payment Terms

a. The Service Provider shall invoice the Client for the commission earned at the end of each month. b. The Client shall pay each invoice within thirty (30) days of receipt.

5. Termination

Either party may terminate this Agreement by providing thirty (30) days written notice to the other party. In the event of termination, the Service Provider shall be entitled to payment for services rendered up to the effective date of termination.

6. Confidentiality

Both parties agree to maintain confidentiality of all information and materials provided under this Agreement and not to disclose any such information to any third party without the prior written consent of the other party.

7. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by a written document signed by both parties.

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9. Notices

All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the mail, postage prepaid, addressed to the respective party at the address set forth above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

KB Media Corp.

By:_____ Name: Mark Kelly Title: Chief Executive Officer Date: October 11, 2024

The Casselman Municipality

By: Name: Jenna Huisman Title: Director of Parks and Recreation Date: October 11, 2024

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