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**To:** Mayor and Council

**From:** John Ferguson

**Date:** October 21, 2024

**Subject:** Report # CAO-008-2024 Advertising Service Agreement with The Creemore Echo

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## Recommendation

Be It Resolved that Council of the Township of Clearview hereby receive report CAO-008-2024 (Advertising Service Agreement with The Creemore Echo) dated October 21, 2024; and,

- 1) That Council support entering into an additional one-year Advertising Service Agreement with 1459425 Ontario Limited o/a The Creemore Echo, with an amendment to the Agreement allowing for Township Public Service Announcements to be included in the paid advertisement page; and,
- 2) That a by-law authorizing the Mayor and Clerk to execute the Advertising Services Agreement be presented at the October 21, 2024, meeting.

## Background

In September of 2023 and after Council direction I began negotiations with the Creemore Echo to increase circulation in Clearview Township. Both the agreement and circulation proposal are attached to this report. The circulation will increase from 3650 to 7408 and will occur in following communities; Creemore, Stayner, Duntroon, Nottawa, New Lowell, Northeast Clearview, Singhampton, Mulmur, Glencairn and to local dealers & distributors. The intended purpose of increase circulation was to see more residents of Clearview Township receiving community information and news.

## Comments and Analysis

This past year has seen greater circulation of the Creemore Echo in Clearview Township. Support of a local community newspaper and its circulation is important for our community, Clearview Township Council recognized the significant role local newspapers play in the community as a critical communication tool for the citizens to stay informed on local and regional issues.

With this new one year Agreement, it will be included that Public Service Announcements (PSAs), be coordinated through the Township's Media Coordinator, who will work with representatives of the Creemore Echo to take

advantage of full page advertisements by reducing the size of the job recruitment and planning ads to allow PSAs on the same page.

### **Clearview's Strategic Plan**

The above initiative supports the following strategic priorities:

- Communication

### **Financial Implications**

½ Page full colour ad at \$898.50 @ 40 weeks = \$35,940.00 and if circulation continues for 52 weeks = \$46,722.00 for the year. The agreement is for one year the Township will receive a 20 percent savings on all other advertisements and market rate less sponsorship on Tourism and Event Advertising.

### **Report Appendices**

Appendix A – Report CAO-009-2023 Circulation Agreement with The Creemore Echo

Appendix B – 2024-2025 Advertising Services Agreement (The Creemore Echo)

### **Approvals**

**Submitted by:** John Ferguson, CAO

**Reviewed by:** Finance Director

**Financial Implications  
Reviewed by:** Treasurer

**Approved by:** CAO



# Staff Report

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**To:** Mayor and Council

**From:** John Ferguson CAO

**Meeting Date:** November 27, 2023

**Subject:** CAO-009-2023 Circulation Agreement between Clearview Township and the Creemore Echo

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## Recommendation

Be It Resolved that Council of the Township of Clearview hereby receive report CAO-009-2023 (Circulation Agreement between Clearview Township and the Creemore Echo) dated November 27, 2023; and,

- 1) That a by-law authorizing the Mayor and Clerk to execute the Advertising Services Agreement with 1459425 Ontario Limited o/a The Creemore Echo, for a one-year term, be presented at the November 27, 2023, meeting.

## Background

In September, subsequent to Council direction I began negotiations with the Creemore Echo to increase circulation in Clearview Township. Both the agreement and circulation proposal are attached to this report. The circulation will increase from 3650 to 7408 and will occur in following communities; Creemore, Stayner, Duntroon, Nottawa, New Lowell, Northeast Clearview, Singhampton, Mulmur, Glencairn and to local dealers & distributors.

## Comments and Analysis

In support of local community newspaper circulation, Clearview Township Council recognized the significant role local newspapers play in the community as a critical communication tool for the citizens to stay informed on local and regional issues.

## Financial Implications

½ Page full colour ad at \$898.50 @ 40 weeks = \$35,940.00 and if circulation continues for 52 weeks = \$46,722.00 for the year.

The agreement is for one year the Township will receive a 20 percent savings on all other advertisements and market rate less sponsorship on Tourism and Event Advertising.

In the event the Echo meet the measures of success the agreement will continue to Sept. 30, 2024.

2024. In the event the Echo does not meet the measures of success the Echo will resume regular operations July 2024 and revert to the past ad agreement.

### **Clearview's Strategic Plan**

The above initiative supports the following strategic pillars:

- Identity-Marketing-Promotion
- Quality of Life
- Governance

### **Report Appendices**

Appendix A – Advertising Services Agreement

Appendix B – Circulation Proposal

### **Approvals**

**Submitted by:** John Ferguson CAO

**Reviewed by:**

**Financial Implications  
Reviewed by:** Treasurer

**Approved by:** CAO

## Advertising Services Agreement

Made as of this 1<sup>st</sup> day of October, 2023.

BETWEEN:

**1459425 ONTARIO LIMITED**

**Carrying on business and operating as The Creemore Echo**

(hereinafter called "Echo")

-and-

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

(hereinafter called the "Township")

**WHEREAS**, Echo is in the business of operating and publishing The Creemore Echo (the "**Publication**"), a print and electronic news publication, and selling space within the Publication for advertisements;

**AND WHEREAS**, the Township desires to purchase from Echo, and Echo desires to sell to the Township, advertising space to fulfill the Township's advertising and notification needs within its jurisdiction on the terms described herein and as set out in the proposal attached to this Agreement as Schedule "A" (the "**Proposal**");

**AND WHEREAS**, the Parties wish to extend the circulation of the Publication and the Township's advertisements and notices published therein as set out in the provisions herein and in the Proposal;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined in the Agreement have the meanings set out in this Section 1.

"**Business Day**" means any day except Saturday, Sunday, or any other day on which commercial banks located in the Province of Ontario are authorized or required by Law to be closed for business.

"**Governmental Authority**" means any federal, provincial, territorial, local, or foreign government, or any agency or instrumentality of such government or any self-regulated organization, other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

**"Intellectual Property"** means any and all Trademarks, original works of authorship and related copyrights, and any other intangible property in which any party holds proprietary rights, title, interests, or protections, however arising, pursuant to the Laws of Canada, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

**"Law"** means any statute, law, ordinance, regulation, rule, code, constitution, treaty, common law, order, injunction, judgment, determination, or other requirement or rule of law of any Governmental Authority.

**"Representatives"** means a Party's employees, officers, directors, partners, shareholders, agents, lawyers, third-party advisors, successors, and permitted assigns.

**"Trademarks"** means all rights in and to Canadian trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, and domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights.

## 2. Agreement to Purchase and Sell Advertising Space.

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, during the Term, as defined in Section 6.1, Echo shall sell to the Township, and the Township shall purchase from Echo, advertising space in accordance with the terms and conditions set forth in the Proposal and as further detailed herein.

2.2 Non-Exclusivity. Nothing herein is intended nor shall be construed as creating an exclusive arrangement between the Township and Echo. This Agreement will not restrict (a) the Township from advertising in other publications or media, or (b) Echo from selling advertising space in the Publication to any third parties.

## 3. Price and Payment.

3.1 Price. The Township shall purchase advertising space from Echo at a rate of \$898.50 per week in accordance with the terms of the Proposal.]

3.2 Taxes. All prices are exclusive of all goods and services, harmonized sale, sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by the Township under this Agreement.

3.3 Payment. Echo shall issue a monthly invoice during the Term. Echo shall send invoices to The Township's billing address as set forth on \_\_\_\_\_. The Township shall pay all invoiced amounts due to Echo within thirty (30) days from the Township's receipt of such

invoice, except for any amounts disputed by The Township in good faith. The Township shall make all payments in the form agreed upon between the Township and Echo.

3.4 Invoice Disputes. The Township shall notify Echo in writing of any dispute with an invoice within fourteen (14) Business Days from the Township's receipt of such invoice. The Township will be deemed to have accepted all invoices for which Echo does not receive timely notification of disputes and shall pay all undisputed amounts due under such invoices within the period set forth in Section 3.3. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

4. Indemnification. Echo shall indemnify, defend, and hold harmless the Township and its employees, agents, affiliates, successors, and permitted assigns (collectively, "**Echo Indemnified Party**") against any and all losses, damages, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind relating to, arising out of or resulting from any claim of a third party or the Township arising out of or occurring in connection with Echo's negligence, willful misconduct, or breach of this Agreement. Echo shall not enter into any settlement without the Township's prior written consent.

5. Confidentiality. From time to time during the Term, either Party (as "**Disclosing Party**") may disclose or make available to the other Party (as "**Receiving Party**") information about its business affairs and services, confidential information, and materials comprising or relating to Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this Agreement, whether orally or in written, electronic, or other form or media, and, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 5 by the Receiving Party or any of its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable Law. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such Confidential Information to any third party, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving

Party shall be responsible for any breach of this Section 5 caused by any of its Representatives. On the expiration or earlier termination of this Agreement or at the Disclosing Party's written request, the Receiving Party and its Representatives shall, pursuant to Section 6.3(c)(i), promptly return all Confidential Information and copies thereof that it has received under this Agreement.

6. Term; Termination.

6.1 Term. The term of this Agreement commences on October 1, 2023 and continues for a period of one (1) year unless it is earlier terminated as provided under this Agreement (the "**Term**").

6.2 Termination. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 Effect of Termination.

- (a) Expiration or termination of this Agreement will not affect any rights or obligations that:
  - (i) are to survive the expiration or earlier termination of this Agreement; and
  - (ii) were incurred by the Parties prior to such expiration or earlier termination.
- (b) Notice of termination under this Agreement shall operate as an automatic cancellation of any advertisements that are scheduled to be published subsequent to the date of the termination Notice, subject to any unavoidable restrictions imposed by Echo's production schedule. If Echo's production schedule prevents automatic cancellation of any advertisements, the effective date of termination of this Agreement shall be the date immediately following publication of the final advertisement unable to be automatically cancelled.

- (c) Upon the expiration or earlier termination of this Agreement, each Party shall promptly:
  - (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information, except, in each case, to the extent that a Party requires to retain such Confidential Information to exercise its rights under any licences granted pursuant to this Agreement or as otherwise required by Law; and
  - (ii) certify in writing to the other Party that it has complied with the requirements of this clause.
- (d) Subject to Section 4, the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies, or defenses under this Agreement, at Law, in equity, or otherwise.

7. Miscellaneous.

7.1 Further Assurances. Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

7.2 Entire Agreement. This Agreement, including all related exhibits, schedules, attachments, and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

7.3 Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of twelve (12) months after such expiration or termination; and (b) Section 3, Section 5, and Section 7 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination.

10.4 Notice. If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by a confirmed facsimile transmission, or e-mail to:

[NTD: Add name of Echo, mailing address and other contact details]

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall include reference to the Municipality's file number and/or approval reference appearing on the cover page of this Agreement and shall be mailed, delivered or sent by confirmed facsimile transmission or e-mail to:

The Corporation of the Township of Clearview  
 217 Gideon Street  
 Stayner, Ontario, L0M 1S0  
 Attention: Clerk  
 Email: clerks@clearview.ca

or such other address of which the Township has notified Echo, in writing, and any such notice mailed, delivered or sent by email transmission shall be deemed good and sufficient notice under the terms of this Agreement.

7.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.5 Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized Representative of each Party.

7.6 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

7.8 Assignment. Neither Party may assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any purported assignment, transfer, or other conveyance in violation of this Section 7.8 shall be null and void.

7.9 No Third-party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

7.10 Governing Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7.11 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.12 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, pandemics, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Changes in cost or availability of materials, components or services, market conditions or supplier actions, or contract disputes will not excuse performance by Echo under this Section 7.12. A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

7.13 Relationship of Parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Echo is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

7.14 Public Announcements. Neither Party shall make any statement (whether oral or in writing) in any press release, external advertising, marketing, or promotion materials regarding the other Party or its business unless: (a) it has received the express written consent of the other Party; or (b) it is required to do so by Law.

7.15 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET OUT ON THE FIRST PAGE OF THIS AGREEMENT.

**1459425 ONTARIO LIMITED**

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Name:

Title:

I/We have authority to bind the corporation.

**THE CORPORATION OF THE TOWNSHIP OF  
CLEARVIEW**

---

Douglas Measures, Mayor

I/We have authority to bind the corporation.

---

Sasha Helmkey, Clerk

I/We have authority to bind the corporation.

**Schedule "A"**

**Proposal**

\*INSERT PROPOSAL\*

## ***The Creemore Echo***

### **Proposal to extend service to meet community needs**

**Prepared by Sara Hershoff - Sept. 19, 2023**

#### **Background**

*The Creemore Echo* is dedicated to connecting our community, supporting good government and sharing news in a way that adheres to high journalistic standards. We do this by providing 3650 print newspapers to Creemore and area. In addition to the print edition the *Echo* operates [www.creemore.com](http://www.creemore.com) and provides a pdf via email to over 800 online subscribers.

*The Creemore Echo* is a weekly invitation to citizens to engage with their community. It is delivered at no cost via Canada Post and through dealers and distributors within a specified circulation area. The model is viable thanks to the support of advertisers and volunteer subscribers.

#### **In the News**

Recent changes to the news landscape, including Bill C-18 and the bankruptcy of Metroland has left a gap in access to reliable, quality information within Clearview Township. We believe the *Creemore Echo* can fill that gap by extending circulation to the majority of the municipality.

Community	Creemore	Stayner, Duntroon, Nottawa	New Lowell	Mulmur	Glencairn	North East Clearview	Singhampton	Dealers & Distributor	Out of area	Total
Postal Code	L0M 1G0	L0M1S0	L0M1N0	L9V1S0	L0M1K0	L9Y2L0	N0C1E0			
Current Circulation	1143	345	0	346	169	0	0	1490	157	3650
<b>Extended Circulation</b>	1143	3562	1074	346	169	0	0	1066	120	7480

#### **Getting information to the public**

Extended circulation would see the *Echo* in more homes each week but requires a few cornerstone advertisers. By committing money previously spent with other publications the municipality can continue to reach their residents with mandated information and support local journalism.

Ad type	Current	Proposed
Weekly spend 1/2 page full colour		
	\$288.46	\$898.50
Additional ad space for administrative ads	market rate less 30%	market rate less 20%
Tourism/Event Advertising	market rate less sponsorship	market rate less sponsorship

### **CREEMORE ECHO**

3 Caroline St. W. Creemore, ON L0M 1G0 705-466-9906 [info@creemore.com](mailto:info@creemore.com)

**Administration Past Practices**

- Regular weekly ad content to be sent, reviewed and approved by the communications department.
- Billing takes place monthly assuming half page of advertising per week.
- Unused ad space to be “banked” for use within the calendar year.
- Annual reconciliation of ad space takes place in January for the previous calendar year. Overages on ad space are billed. Unused space of up to \$1,000 is carried forward to the next calendar year.

**Timeline:**

Proposed start date - October 1.

First date of publication Friday, Oct. 6, 2023

**Success:**

*The Creemore Echo* will review the impact of the extended service in July 2024. This program will be deemed a success and continue if there is a measurable benefit to the community, the reader and the advertiser.

- Value to the advertiser to be measure by an increase client spends
- Value to the reader to be measured by number of letters to the editor, newsleads and overall engagement, as well as an increase in supporters during the annual subscription drive.
- Value to the community will be measured by speaking to organizers from across Clearview & municipal staff.

In the event the Echo meet the measures of success the agreement will continue to Sept. 30, 2024. In the event the Echo does not meet the measures of success the Echo will resume regular operations July 2024 and revert to the past ad agreement.

**Next steps:**

- Review circulation plan
- Determine if plan is viable
- Make agreeable adjustments
- Create pricing agreement
- Create administration plan

## Advertising Services Agreement

Made as of this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BETWEEN:

**1459425 ONTARIO LIMITED**

**Carrying on business and operating as The Creemore Echo**

(hereinafter called "Echo")

-and-

**THE CORPORATION OF THE TOWNSHIP OF CLEARVIEW**

(hereinafter called the "Township")

**WHEREAS**, Echo is in the business of operating and publishing The Creemore Echo (the "**Publication**"), a print and electronic news publication, and selling space within the Publication for advertisements;

**AND WHEREAS**, the Township desires to purchase from Echo, and Echo desires to sell to the Township, advertising space to fulfill the Township's advertising and notification needs within its jurisdiction on the terms described herein and as set out in the proposal attached to this Agreement as Schedule "A" (the "**Proposal**");

**AND WHEREAS**, the Parties wish to extend the circulation of the Publication and the Township's advertisements and notices published therein as set out in the provisions herein and in the Proposal;

**NOW, THEREFORE**, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions. Capitalized terms not otherwise defined in the Agreement have the meanings set out in this Section 1.

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"**Governmental Authority**" means any federal, provincial, territorial, local, or foreign government, or any agency or instrumentality of such government or any self-regulated organization, other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations, or orders of such organization or authority have the force of Law), or any arbitrator, court, or tribunal of competent jurisdiction.

"**Intellectual Property**" means any and all Trademarks, original works of authorship and related copyrights, and any other intangible property in which any party holds proprietary rights, title, interests, or protections, however arising, pursuant to the Laws of Canada, including all applications, registrations, renewals, issues, reissues, extensions, divisions, and continuations in connection with any of the foregoing and the goodwill connected with the use of and symbolized by any of the foregoing.

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"**Representatives**" means a Party's employees, officers, directors, partners, shareholders, agents, lawyers, third-party advisors, successors, and permitted assigns.

"**Trademarks**" means all rights in and to Canadian trademarks, service marks, trade dress, trade names, brand names, logos, corporate names, and domain names, and other similar designations of source, sponsorship, association, or origin, together with the goodwill symbolized by any of the foregoing, in each case whether registered or unregistered and including all registrations and applications for, and renewals and extensions of, such rights.

2. Agreement to Purchase and Sell Advertising Space.

2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement, during the Term, as defined in Section 6.1, Echo shall sell to the Township, and the Township shall purchase from Echo, advertising space in accordance with the terms and conditions set forth in the Proposal and as further detailed herein. In addition to the terms and conditions outlined in the Proposal, the Echo shall permit periodical Public Service Announcements (PSAs) in the paid advertising space.

2.2 Non-Exclusivity. Nothing herein is intended nor shall be construed as creating an exclusive arrangement between the Township and Echo. This Agreement will not restrict (a) the Township from advertising in other publications or media, or (b) Echo from selling advertising space in the Publication to any third parties.

3. Price and Payment.

3.1 Price. The Township shall purchase advertising space from Echo at a rate of \$898.50 per week in accordance with the terms of the Proposal.

3.2 Taxes. All prices are exclusive of all goods and services, harmonized sale, sales, service, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any Governmental Authority on any amounts payable by the Township under this Agreement.

3.3 Payment. Echo shall issue a monthly invoice during the Term. Echo shall send invoices to The Township's billing address as set forth **under section 10.4**. The Township shall pay all invoiced amounts due to Echo within thirty (30) days from the Township's receipt of such invoice, except for any amounts disputed by The Township in good faith. The Township shall make all payments in the form agreed upon between the Township and Echo.

3.4 Invoice Disputes. The Township shall notify Echo in writing of any dispute with an invoice within fourteen (14) Business Days from the Township's receipt of such invoice. The Township will be deemed to have accepted all invoices for which Echo does not receive timely notification of disputes and shall pay all undisputed amounts due under such invoices within the period set forth in Section 3.3. The Parties shall seek to resolve all such disputes expeditiously and in good faith.

4. Indemnification. Echo shall indemnify, defend, and hold harmless the Township and its employees, agents, affiliates, successors, and permitted assigns (collectively, "**Echo Indemnified Party**") against any and all losses, damages, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind relating to, arising out of or resulting from any claim of a third party or the Township arising out of or occurring in connection with Echo's negligence, willful misconduct, or breach of this Agreement. Echo shall not enter into any settlement without the Township's prior written consent.

5. Confidentiality. From time to time during the Term, either Party (as "**Disclosing Party**") may disclose or make available to the other Party (as "**Receiving Party**") information about its business affairs and services, confidential information, and materials comprising or relating to Intellectual Property, trade secrets, third-party confidential information, and other sensitive or proprietary information, as well as the terms of this Agreement, whether orally or in written, electronic, or other form or media, and, whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure and as established by documentary evidence: (a) is or becomes generally available to and known by the public other than as a result of, directly or indirectly, any breach of this Section 5 by the Receiving Party or any of its Representatives; (b) is or becomes available to the Receiving Party on a non-confidential basis from a third-party source, provided that such third party is not and was not prohibited from disclosing such Confidential Information; (c) was known by or in the possession of the Receiving Party or its Representatives prior to being disclosed by or on behalf of the Disclosing Party; (d) was or is independently developed by the Receiving Party without reference to or use of, in whole or in part, any of the Disclosing Party's Confidential Information; or (e) is required to be disclosed pursuant to applicable Law. The Receiving Party shall: (a) protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with at least the same degree of care as the Receiving Party would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care; (b) not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and (c) not disclose any such

Confidential Information to any third party, except to the Receiving Party's Representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement. The Receiving Party shall be responsible for any breach of this Section 5 caused by any of its Representatives. On the expiration or earlier termination of this Agreement or at the Disclosing Party's written request, the Receiving Party and its Representatives shall, pursuant to Section 6.3(c)(i), promptly return all Confidential Information and copies thereof that it has received under this Agreement.

6. Term; Termination.

6.1 Term. The term of this Agreement commences on October 1, 2024 and continues for a period of one (1) year unless it is earlier terminated as provided under this Agreement (the "**Term**").

6.2 Termination. Either party may terminate this Agreement, effective upon written notice to the other party (the "**Defaulting Party**"), if the Defaulting Party: (a) breaches this Agreement, and such breach is incapable of cure, or with respect to a breach capable of cure, the Defaulting Party does not cure such breach within thirty (30) days after receipt of written notice of such breach; (b) becomes insolvent or admits its inability to pay its debts generally as they become due; (c) becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law, which is not fully stayed within seven (7) business days or is not dismissed or vacated within forty-five (45) days after filing; (d) is dissolved or liquidated or takes any corporate action for such purpose; (e) makes a general assignment for the benefit of creditors; or (f) has a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

6.3 Effect of Termination.

- (a) Expiration or termination of this Agreement will not affect any rights or obligations that:
  - (i) are to survive the expiration or earlier termination of this Agreement; and
  - (ii) were incurred by the Parties prior to such expiration or earlier termination.
- (b) Notice of termination under this Agreement shall operate as an automatic cancellation of any advertisements that are scheduled to be published subsequent to the date of the termination Notice, subject to any unavoidable restrictions imposed by Echo's production schedule. If Echo's production schedule prevents automatic cancellation of any advertisements, the effective

date of termination of this Agreement shall be the date immediately following publication of the final advertisement unable to be automatically cancelled.

- (c) Upon the expiration or earlier termination of this Agreement, each Party shall promptly:
  - (i) return to the other Party all documents and tangible materials (and any copies) containing, reflecting, incorporating, or based on the other Party's Confidential Information, except, in each case, to the extent that a Party requires to retain such Confidential Information to exercise its rights under any licences granted pursuant to this Agreement or as otherwise required by Law; and
  - (ii) certify in writing to the other Party that it has complied with the requirements of this clause.
- (d) Subject to Section 4, the Party terminating this Agreement, or in the case of the expiration of this Agreement, each Party, shall not be liable to the other Party for any damage of any kind (whether direct or indirect) incurred by the other Party by reason of the expiration or earlier termination of this Agreement. Termination of this Agreement will not constitute a waiver of any of either Party's rights, remedies, or defenses under this Agreement, at Law, in equity, or otherwise.

## 7. Miscellaneous.

7.1 Further Assurances. Upon a Party's reasonable request, the other Party shall, at its sole cost and expense, execute and deliver all such further documents and instruments, and take all such further acts, necessary to give full effect to this Agreement.

7.2 Entire Agreement. This Agreement, including all related exhibits, schedules, attachments, and appendices, constitute the sole and entire agreement of the Parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

7.3 Survival. Subject to the limitations and other provisions of this Agreement: (a) the representations and warranties of the Parties contained herein shall survive the expiration or earlier termination of this Agreement for a period of twelve (12) months after such expiration or termination; and (b) Section 3, Section 5, and Section 7 of this Agreement, as well as any other provision that, in order to give proper effect to its intent, should survive such expiration or termination, shall survive the expiration or earlier termination of this Agreement for the period specified therein, or if nothing is specified for a period of twelve (12) months after such expiration or termination.

10.4 Notice. If any notice is required to be given by the Municipality to the Owner with respect to this Agreement, such notice shall be mailed, delivered or sent by a confirmed facsimile transmission, or e-mail to:

3 Caroline Street East  
Creemore, Ontario, L0M 1G0  
Attention: Publisher  
Email: sara@creemore.com

or such other address of which the Owner has notified the Municipality, in writing, and any such notice mailed, delivered or sent by facsimile transmission shall be deemed good and sufficient notice under the terms of this Agreement.

If any notice is required to be given by the Owner to the Municipality with respect to this Agreement, such notice shall include reference to the Municipality's file number and/or approval reference appearing on the cover page of this Agreement and shall be mailed, delivered or sent by confirmed facsimile transmission or e-mail to: The Corporation of the Township of Clearview

217 Gideon Street  
Stayner, Ontario, L0M 1S0  
Attention: Clerk  
Email: clerks@clearview.ca

or such other address of which the Township has notified Echo, in writing, and any such notice mailed, delivered or sent by email transmission shall be deemed good and sufficient notice under the terms of this Agreement.

7.4 Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7.5 Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized Representative of each Party.

7.6 Waiver. No waiver by any Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

7.7 Cumulative Remedies. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either Party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any other agreement between the Parties or otherwise.

7.8 Assignment. Neither Party may assign, transfer, delegate, or subcontract any or all of its rights or obligations under this Agreement, without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. No assignment shall relieve the assigning party of any of its obligations hereunder. Any purported assignment, transfer, or other conveyance in violation of this Section 7.8 shall be null and void.

7.9 No Third-party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

7.10 Governing Law. This Agreement and all related documents including all exhibits attached hereto, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

7.11 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together is deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, email, or other means of electronic transmission (to which a signed PDF copy is attached) is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

7.12 Force Majeure. Any delay or failure of either Party to perform its obligations under this Agreement will be excused to the extent that the delay or failure was caused directly by an event beyond such Party's reasonable control, without such Party's fault or negligence and that by its nature could not have been foreseen by such Party or, if it could have been foreseen, was unavoidable (which events may include natural disasters, epidemics, pandemics, embargoes, explosions, riots, wars, or acts of terrorism) (each, a "**Force Majeure Event**"). Changes in cost or availability of materials, components or services, market conditions or supplier actions, or contract disputes will not excuse performance by Echo under this Section 7.12. A Party shall give the other Party prompt written notice of any event or circumstance that is reasonably likely to result in a Force Majeure Event, and the anticipated duration of such Force Majeure Event. An affected Party shall use all diligent efforts to end the Force Majeure Event, ensure that the effects of any Force Majeure Event are minimized, and resume full performance under this Agreement.

7.13 Relationship of Parties. Nothing in this Agreement creates any agency, joint venture, partnership, or other form of joint enterprise, employment, or fiduciary relationship between the Parties. Echo is an independent contractor pursuant to this Agreement. Neither Party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other Party or to bind the other Party to any contract, agreement, or undertaking with any third party.

7.14 Public Announcements. Neither Party shall make any statement (whether oral or in writing) in any press release, external advertising, marketing, or promotion materials regarding the other Party or its business unless: (a) it has received the express written consent of the other Party; or (b) it is required to do so by Law.

7.15 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET OUT ON THE FIRST PAGE OF THIS AGREEMENT.

**1459425 ONTARIO LIMITED**

\_\_\_\_\_  
Name:

Title:

I/We have authority to bind the corporation.

**THE CORPORATION OF THE TOWNSHIP OF  
CLEARVIEW**

\_\_\_\_\_  
Douglas Measures, Mayor

I/We have authority to bind the corporation.

\_\_\_\_\_  
Sasha Helmkey, Clerk

I/We have authority to bind the corporation.

**The Creemore Echo**

**Proposal to extend service to meet community needs**

Prepared by Sara Hershoff - Sept. 19, 2023

**Background**

The *Creemore Echo* is dedicated to connecting our community, supporting good government and sharing news in a way that adheres to high journalistic standards. We do this by providing 3650 print newspapers to Creemore and area. In addition to the print edition the *Echo* operates [www.creemore.com](http://www.creemore.com) and provides a pdf via email to over 800 online subscribers.

The *Creemore Echo* is a weekly invitation to citizens to engage with their community. It is delivered at no cost via Canada Post and through dealers and distributors within a specified circulation area. The model is viable thanks to the support of advertisers and volunteer subscribers.

**In the News**

Recent changes to the news landscape, including Bill C-18 and the bankruptcy of Metroland has left a gap in access to reliable, quality information within Clearview Township. We believe the *Creemore Echo* can fill that gap by extending circulation to the majority of the municipality.

Community	Creemore	Stayner, Duntroon, Nottawa	New Lowell	Mulmur	Glencairn	North East Clearview	Singhampton	Dealers & Distributor	Out of area	Total
Postal Code	L0M 1G0	L0M1S0	L0M1N0	L9V1S0	L0M1K0	L9Y2L0	N0C1E0			
Current Circulation	1143	345	0	346	169	0	0	1490	157	3650
Extended Circulation	1143	3562	1074	346	169	0	0	1066	120	7480

**Getting information to the public**

Extended circulation would see the *Echo* in more homes each week but requires a few cornerstone advertisers. By committing money previously spent with other publications the municipality can continue to reach their residents with mandated information and support local journalism.

Ad type	Current	Proposed
Weekly spend 1/2 page full colour		\$288.46 \$898.50
Additional ad space for administrative ads	market rate less 30%	market rate less 20%
Tourism/Event Advertising	market rate less sponsorship	market rate less sponsorship

**CREEMORE ECHO**

3 Caroline St. W. Creemore, ON L0M 1G0 705-466-9906 [info@creemore.com](mailto:info@creemore.com)

**Administration Past Practices**

- Regular weekly ad content to be sent, reviewed and approved by the communications department.
- Billing takes place monthly assuming half page of advertising per week.
- Unused ad space to be “banked” for use within the calendar year.
- Annual reconciliation of ad space takes place in January for the previous calendar year. Overages on ad space are billed. Unused space of up to \$1,000 is carried forward to the next calendar year.

**Timeline:**

Proposed start date - October 1.

First date of publication Friday, Oct. 6, 2023

**Success:**

*The Creemore Echo* will review the impact of the extended service in July 2024. This program will be deemed a success and continue if there is a measurable benefit to the community, the reader and the advertiser.

- Value to the advertiser to be measure by an increase client spends
- Value to the reader to be measured by number of letters to the editor, newsleads and overall engagement, as well as an increase in supporters during the annual subscription drive.
- Value to the community will be measured by speaking to organizers from across Clearview & municipal staff.

In the event the Echo meet the measures of success the agreement will continue to Sept. 30, 2024. In the event the Echo does not meet the measures of success the Echo will resume regular operations July 2024 and revert to the past ad agreement.

**Next steps:**

- Review circulation plan
- Determine if plan is viable
- Make agreeable adjustments
- Create pricing agreement
- Create administration plan

**CREEMORE ECHO**

3 Caroline St. W. Creemore, ON L0M 1G0 705-466-9906 info@creemore.com