

# Flag Leasing Program



Applicant Information (please list all owners):

Name(s) \_\_\_\_\_

Home Address \_\_\_\_\_

City, Postal Code \_\_\_\_\_

Phone 1 | Phone 2 \_\_\_\_\_

Email \_\_\_\_\_

Rotary Club Contact: \_\_\_\_\_

Payment Information:

I/we agree to participate in the Rotary Club of Kitchener-Westmount Flag Leasing Program. Payment for my/our participation in the program has been paid in the form of:  cash  cheque  credit card.

Credit card type | Exp. date \_\_\_\_\_

Name on card \_\_\_\_\_

Credit card number \_\_\_\_\_

Authorized signature \_\_\_\_\_

Agreement to Participate:

The Flag Leasing Program is a fundraising program operated by the Rotary Club of Kitchener-Westmount Charitable Foundation (the “**Promoter**”), a registered Canadian charity. By agreeing to participate in this fundraiser the Applicant authorizes and consents to representatives of the Promoter entering onto the Applicant’s private property to install a removable flag pole base, a removable flag pole and a Canadian Flag, all of which are and shall remain the property of the Promoter at all times. The Promoter representatives will be responsible for installing and removing the pole and flag to celebrate/commemorate three annual events being Canada Day, Remembrance Day, and Victoria Day. The pole and flag will be installed during the period of approximately 7-10 days prior to each holiday and then removed 2-5 days after each holiday. The Applicant’s participation in this program is subject to the Terms and Conditions attached hereto, and the Applicant acknowledges having read, understood and consented to those Terms and Conditions.

Signature(s) \_\_\_\_\_ Date \_\_\_\_\_

By my/our signatures I/we agree to the attached Terms and Conditions.

Special Instructions for the placement of the flag pole/base:

## Terms and Conditions

1. The Applicants are the true and lawful owners of the premises listed on this form (the “**Premises**”) and have the full right, title and authority to grant the licence rights herein described to the Promoter.
2. The Applicants grant to the Promoter a licence to enter upon the Premises as required from time to time and to install and maintain the Promoter’s equipment as described above and to remove the same upon completion of the program.
3. The Applicants agree to pay to the Promoter all fees charged in connection with their participation in the program forthwith upon signing and returning this agreement. All fees are fully earned upon signing of this agreement and are non-refundable.
4. The term of this program shall end on Dec. 31 of each year. Notwithstanding anything to the contrary contained herein, the Promoter shall at its sole option have the right to terminate the Applicant’s participation in the program at any time without recourse should the Promoter determine that any unsafe or hazardous condition exists or that it is not in the Promoter’s best interests that the Applicant’s participation in the program continue. Upon the termination of the program the Applicants will return to the Promoter all of the Promoter’s equipment installed upon or remaining upon the Premises.
5. The Applicants shall carry their own personal property insurance on the Premises including public liability insurance. The Promoter shall be an additional insured in any policy of insurance required to be carried hereunder. The Applicants shall, at their own cost and expense, comply with all regulations or orders of any insurance company of companies relating to the Premises or their participation in the program.
6. The Applicants acknowledge that the Promoter shall have full control over the placement of the flag pole upon the Applicant’s premises. For reasons of safety the Applicant agrees that they shall not remove or re-locate the flag pole base for any reason.
7. **The Applicants shall indemnify and hold harmless the Promoter, its employees, agents, representatives and volunteers from any and all claims, causes of action, damages, expenses and liability, including reasonable legal fees, sustained or incurred by any persons which are based upon or arise out of injury, including death, of any person or property damage to any property, and which arise from or in any manner grow out of any act or omission of the Applicants or those for whom they are responsible, or otherwise related in any manner whatsoever to the Applicant’s participation in the programs, including, without limitation, arising out of any wilful or negligent act of the Promoter or those for whom it is responsible. The Applicants hereby waives all rights of recovery against the Promoter and those for whom it is responsible for damage or destruction to their real or personal whether or not caused by the wilful acts or negligence of the Promoter and those for whom it is responsible.**
8. The Applicants shall be solely responsible to obtain at their own expense any and all permits and approvals required in respect of their participation in the program. In particular, the Applicants shall be solely responsible to determine whether the Premises are suitable for participation in the program and for verifying the location of all underground services that may be affected by the Applicant’s participation in the program.
9. This Agreement may be assigned by the Promoter. In any event, the Applicants shall at all times remain liable hereunder.
10. This agreement shall be binding upon and shall enure to the benefit of the Promoter and the Applicants, their successors and permitted assignees. This agreement shall be governed and controlled by the laws of the Province of Ontario. The performance of a party (except for payment of monies) shall be excused during the period and to the extent that such performance is rendered impossible, impractical or unduly burdensome due to acts of God, strikes, lockouts, or labour difficulty, unavailability of parts through normal supply sources, failure of any utility to supply its services for reasons beyond a party’s control, explosion, sabotage, accident, riot or civil commotion, act of war, fire or other casualty, or any other cause beyond the reasonable control of the party whose performance is to be excused.