

THE CORPORATION OF THE CITY OF PETERBOROUGH

BY-LAW NUMBER 04-054

BEING A BY-LAW TO AUTHORIZE THE EXECUTION OF AN AGREEMENT BETWEEN THE CORPORATION OF THE CITY OF PETERBOROUGH AND INFOPLACE TICKET CENTRES LIMITED FOR TRANSIT FARE MEDIA SALES

THE CORPORATION OF THE CITY OF PETERBOROUGH BY THE COUNCIL THEREOF HEREBY ENACTS AS FOLLOWS:

1. That the Mayor and Clerk be and they are hereby authorized to execute an agreement between the Corporation of the City of Peterborough and Infoplace Ticket Centres Limited in the form attached hereby as Schedule "A", and to affix the Seal of the Corporation thereto.

By-law read a first and second time this 19th day of April, 2004

By-law read a third time and finally passed this 19th day of April, 2004

(Sgd.) Sylvia Sutherland, Mayor

(Sgd.) Nancy Wright-Laking, City Clerk

THIS AGREEMENT made in triplicate this day of , 2004,

BETWEEN

THE CORPORATION OF THE CITY OF PETERBOROUGH
Hereinafter referred to as “Peterborough Transit”

And

INFOPLACE TICKET CENTRES LTD.
Hereinafter referred to as the “Vendor”

WHEREAS the Vendor has agreed to act as an agent to sell monthly bus passes and tickets for Peterborough Transit;

AND WHEREAS the Vendor will distribute, monitor and be financially accountable to Peterborough Transit for sale of monthly bus passes and tickets through Ticket Concession Booths at Lansdowne Place and Peterborough Square (the “Ticket Concession Booths”) operated by the Vendor;

NOW THEREFORE PETERBOROUGH TRANSIT AND THE VENDOR (jointly referred to as the Parties) AGREE THAT, in consideration for the sum of One (\$1.00) Canadian dollar and in consideration of the following terms and conditions, the Parties covenant and agree as follows:

1. The term of this contract shall be for a period of one year beginning on the day that this contract is executed by the Parties. This contract may be renewed, prior to the expirations of its terms by the mutual written agreement of the parties.
2. The monthly bus passes and/or tickets shall be delivered to the Ticket Concession Booths by the 15th of each month by a representative of Peterborough Transit, the number of monthly bus passes or tickets being delivered shall be based on the previous month’s sales or as mutually agreed upon by the Parties.
3. Peterborough Transit shall issue monthly invoices (the “Invoice”) to the Vendor based on the total value of delivered monthly bus passes and tickets, minus any unsold returned passes from the previous month, minus a 3% commission kept by the Vendor, minus any applicable goods and services tax payable on the commission.
4. All monthly bus passes and tickets shall be sold in sequence order by the Vendor and shall be recorded on the form provided by Peterborough Transit or the Vendor.

5. When the next month's delivery is made the daily record of monthly bus pass and ticket sales shall be collected by Peterborough Transit from the Ticket Concession Booth, along with any unsold monthly bus passes or tickets.
6. A representative of Peterborough Transit will sign for all returned unsold monthly bus passes for credit against the current month.
7. The Vendor will, through its representative, sign for all monthly bus passes and tickets delivered to it by Peterborough Transit.
8. Payment by the Vendor is due to Peterborough Transit within 30 (thirty) days of the date on the Invoice.
9. The Vendor shall provide Peterborough Transit with the name and current telephone number of a contact person(s) and Peterborough Transit will keep this information in its file. The Vendor will notify Peterborough Transit of any change in the name or telephone number of its contact person within one week of such change.
10. The Vendor will maintain its status as a duly incorporated business under any applicable laws of Ontario.
11. Peterborough Transit will inform the Vendor of any changes that may occur in the terms or conditions of this contract.
12. If the account falls into arrears, Peterborough Transit may, in its sole discretion, suspend the delivery of tickets and passes to the Vendor.
13. The retail price for monthly bus passes and tickets is set by Peterborough Transit and the retail price shall not be changed by the Vendor.
14. Either party may terminate this contract on 60 (sixty) days written notice.
15. Failure by the Vendor to adhere to the terms and conditions of this contract will result in immediate termination of the contract by Peterborough Transit.

16. The Vendor and his employees or agents agree that if they fail to perform the work or fail to perform it to satisfaction of Peterborough Transit, or fail to comply with any of the terms or conditions set out in this contract, that the Vendor shall be liable for any loss or damage suffered by Peterborough Transit as a result of such default and Peterborough Transit may deduct the amount of its damages from any monies due, or from any monies that become due, from the Vendor to Peterborough Transit or to the City.

17. In the event that any paragraph or portion of this Contract is found to be invalid or unenforceable for any reason whatsoever, then such paragraph or portion shall be severed from this Contract and the remainder shall remain in force and effect.

18. The waiver by either party of a breach of any portion of this Contract shall not operate as, or be understood to be, a waiver of any subsequent breach or breaches of this Contract.

19. Except as provided in this Contract, the Contract shall operate to the benefit of and shall be binding upon the parties hereto and their prospective heirs, executors, administrators, successors and assigns.

IN WITNESS WHEREOF THE PARTIES hereto have set their hands and seals as duly attested to by the hands of their duly authorized signing officers.

SIGNED, SEALED AND DELIVERED	)	THE CORPORATION OF
in the presence of	)	THE CITY OF
	)	PETERBOROUGH
	)	Per:
)	
	)	_____ DRAFT _____
	)	Sylvia Sutherland,
	)	Mayor
)	
	)	_____ DRAFT _____
	)	Nancy Wright-Laking,
	)	City Clerk
)	
	)	INFOPLACE TICKET
	)	CENTRES LTD.
	)	Per:
)	
)	_____
)	
)	_____

