SIGNATURE EVENT CONTRACT

Full Legal Name of the Applicant:	Easterseals Maine
Full Mailing Address:	125 Presumpscot Street Portland, Maine 04103
Contact Person (Contract):	Joe Reagan
Phone:	(617) 281-6050
E-mail:	jreagan@eastersealsme.org
Contact Person (Event):	S/A Above
Phone:	
E-mail:	
Event Site (Full Address):	TBD
Event Date:	TBD
Alternate Date:	TBD
EXCLUSIVE AREA:	Determined by Organizer and shown in Schedule A
Contract Due Date:	9.1.19
Contract Expiration Date:	12.31.20
Fees: (Please refer to the Summary of Important Dates and Payments Due)	
Licensing Fee:	$500.00
Over The Edge Event Fee:	$30,525

THIS EVENT CONTRACT (this "Agreement") is entered into by __ Easterseals Maine __(the "Applicant") and Over The Edge USA, Inc., a Delaware corporation (the "OTE") effective 9.1.19. The Applicant and OTE are sometimes referred to in this Agreement individually as a "Party" and are sometimes referred to collectively as the "Parties."

On behalf of the Applicant:

Easterseals Maine

_____

Full name:
Title:
Date:

On behalf of:

Over The Edge USA Inc.

_____

Full name: Karen Wolff
Title: Director of Client Experience
Date: 9.1.19

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Terms and conditions

ARTICLE ONE: DEFINITIONS

Article 1.1 Definitions

In this Agreement,

(a) "Alternate Date" means the alternate date for the Over The Edge Event as may be set forth on Page 1 of this Agreement;

(b) "Applicant Parties" and "Applicant Party" have the meaning given such terms in Article 4.1.2(a);

(c) "Applicant Volunteers" has the meaning given such term in Article 2.2.5;

(d) "Certified Technician" means an individual with a minimum SPRAT Level 1 Certification, or a certification that, in the reasonable judgment of OTE, is an equivalent to SPRAT Level 1 Certification;

(e) "Descent Rate" means the number of Participants that can safely rappel within a defined period and is specifically stated in the Site Inspection & Safety Plan.

(f) "Applicant Event" means the fund-raising event that is the subject matter of this Agreement, as more particularly described in Article Two of this Agreement, including, without limit, the Over The Edge Event and any other festival, display or event organized or authorized by the Applicant that takes place at the Event Site on the Event Date;

(g) "Event Date" means the date set forth opposite such term on Page 1 hereof;

(h) "Event Site" means the property designated by the Applicant and inspected to be the site of the Applicant Event, provided that such site and the building on such site is approved by OTE as provided in this Agreement;

(i) "Event Year" means, as to an Event Activity, the calendar year within which such event occurs;

(j) "Exclusive Area" means the geographic area (EXCLUSIVE AREA) determined by OTE and shown in Schedule "A";

(k) "Exclusive Period" has the meaning given such term in Article 2.3.1;

(l) "Extension Deposit" has the meaning given such term in Article 2.4.1(b);

(m) "Force Majeure Event" has the meaning assigned in Article 5.1.4;

(n) "License Date" has the meaning given such term in section 2.5.1;

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(o) "Licensing Fee" has the meaning given such term in Article 2.5.1;

(p) "Logistics Plan" is the primary document used to communicate details about the OTE event. In addition to a timeline for the two-day event, it also includes key information for gear delivery, technical staff, flights & hotels, shipping, Media/VIP Day and Event Day timelines, etc.

(q) "Multiple License Exclusivity Fee" has the meaning given such term in Article 2.5.1.

(r) "MOU" has the meaning given such term in Article 2.1.4;

(s) "On-site Inspection" means the on-site inspection performed by one or more Certified Technicians at the Event Site. The On-site Inspection will be performed, to the extent practicable, only after the Property Owner of the Event Site and OTE have executed the MOU;

(t) "Over The Edge Event" or "OTE Event" means the rappelling of individuals down a vertical surface and the direct rappelling related activities, as more fully described in the Site Inspection & Safety Plan developed by OTE for the Over The Edge Event, which is incorporated herein by reference, including but not limited to: training, harnessing, roof top and base exclusion zones and staging areas that are supervised by OTE;

(u) "Over The Edge Event Fee" means the amount set out on Page 1 of this Agreement;

(v) "OTE Logo" means the design designated by OTE from time to time for use on publicity materials, an example of which is shown on the first page of this Agreement, and it being an Over The Edge Trademark;

(w) "Ropes Volunteer" has the meaning given such term in Article 2.2.6;

(x) "OTE's Staff" means, as to the Over The Edge Event, the persons designated by OTE as the Certified Technicians: the site safety supervisor, the training manager and the staging manager for such event;

(y) "Over The Edge Trademarks" means the trademarks "Over The Edge", "Over The Edge United States" and the OTE Logo;

(z) "Participant" means an individual who has executed the Participant Release of Liability and Waiver of Claims, Assumption of Risk, and Indemnity Agreement in a form acceptable to OTE;

(aa) "Property Owner" has the meaning given such term in Article 2.1.4 hereof;

(bb) "Site Inspection & Safety Plan" or "SISP" means, as to a particular Event Site, the document designated by OTE as such for such site;

(cc) "Term" is the period beginning on the date that this Agreement is executed as indicated on the first page of this Agreement and lasting until the Contract Expiration Date indicated on the first page of this Agreement;

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(dd) "Work day" is considered to be a maximum of (ten) 10 consecutive hours.

ARTICLE TWO. THE OVER THE EDGE EVENT

Article 2.1 The Over The Edge Event

2.1.1 General:

(a) The Applicant hereby engages OTE to organize and manage the Over The Edge Event (as defined herein) at the Event Site listed above as described in this Agreement. Subject to the terms and conditions of this Agreement, OTE shall plan, organize, and manage the Over The Edge Event and assist the Applicant with other elements of the Applicant Event.

(b) Notwithstanding anything else in this Agreement, OTE shall have the unconditional right to cancel, modify, suspend, relocate, or reschedule the Over The Edge Event for any safety-related reason. OTE shall promptly notify the Applicant if OTE decides to exercise its rights under this Article 2.1.1(b). OTE's notice to the Applicant shall state the reasons why OTE is exercising such rights. OTE and Applicant shall work together to endeavor to resolve the reasons stated in OTE's notice to the end that the Applicant may host an event at the selected Event Site or at an alternative Event Site on or about the Event Date.

(c) Subject to Article 2.1(b), OTE, with the cooperation of Applicant as specified in this Agreement, shall organize the Over The Edge Event at the Event Site on the Event Dates or, if the Property Owner approves, on the Alternate Date, in each case as set forth on the page 1 of this Agreement. The technical elements of the Over The Edge Event are described more fully in the SISP, which is hereby incorporated by reference. The general obligations of the Parties are set out in Schedule "B". Each Party covenants that it shall reasonably cooperate for purposes of staging the event successfully and safely and, to that end, the Applicant will provide such assistance as specified in this Agreement.

2.1.2 Confidentiality:

During the term of this Agreement, no Party, either directly or through representatives, may disclose the Terms of this Agreement, whether orally, electronically, or in writing, to a third party except those advisors who are immediately involved in negotiating the terms of this Agreement and are bound by similar confidentiality obligations. If a Party is required by law to disclose the terms of this Agreement (such as pursuant to a regulatory order, subpoena, discovery document, search warrant or similar legal process), it shall, to the extent allowed by law, promptly notify the other Party upon receipt of such legal process and reasonably cooperate with such other Party, should such other Party elect to contest or quash such legal process or to seek a protective order or other appropriate relief.

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2.1.3 Control of the Over The Edge Event:

(a) All safety matters identified in paragraphs (i) through (iv) of this Article 2.1.3(a) shall be determined and regulated by OTE in its sole and exclusive discretion.

(i) All safety matters addressed in the Site Inspection & Safety Plan;

(ii) All safety matters related to the On-site Inspection;

(iii) All safety matters related to the Over The Edge Event, including, without limitation, (a) the requirement that, as a condition of participation, each individual who wishes to be a Participant must execute a Participant Release of Liability and Waiver of Claims, Assumption of Risk, and Indemnity Agreement in a form acceptable to OTE, and (b) OTE will be responsible for deciding who may participate in the Over The Edge Event, regardless of whether an individual has signed a waiver, been permitted to register, or been processed through the checkpoints; and

(iv) All safety related to matters for which OTE is responsible under the MOU (as defined below).

(b) Subject to the provisions of Article 2.1.3(a) above, OTE and Applicant shall make decisions about Over The Edge Event logistical and planning matters. Each Party agrees to work together in good faith in making such decisions.

2.1.4 Event Site Agreement:

If and when the Event Site is secured, OTE and the Applicant shall negotiate in good faith to enter into a Site License Memorandum of Understanding ("MOU") with the owner of the Event Site (the "Property Owner") which specifies OTE's, the Applicant's, and the Property Owner's responsibilities and obligations, or such other form as acceptable to OTE and the Property Owner. Receipt of the MOU secures the Applicant's event date on OTE's Event Schedule.

Article 2.2 Over The Edge Event Date

2.2.1 General:

First year Applicants have the right to terminate this agreement within thirty (30) days of the date of this agreement. All monies received by OTE from the Applicant will be refunded with the exception of $500.00, which will be retained by OTE as an administrative fee. After (30) days from the date of this agreement, the remaining refund option is that outlined in Article 2.2.2 of this agreement.

The Applicant shall make reasonable efforts to carry out the Over The Edge Event on the Event Date indicated on page 1 of this Agreement. Regardless of the Event Date, if the Applicant does not carry out an Over The Edge Event within twelve (12) months of the effective date of this Agreement indicated on

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page 1, this Agreement may terminate, and the Applicant shall forfeit all fees paid by the Applicant to OTE unless otherwise stated in this agreement.

If the Applicant does not execute an event within twelve (12) months of the effective date of this Agreement indicated on page 1 and the Applicant wishes to retain its license to host the event the following year, the Applicant shall pay to OTE the sum of $9,000.00 USD for exclusive rights to the license for this one-year period. The Applicant shall then incur the same event fees for its event the following year ($31,025.00 USD including the license fee of $2,500.00 USD).

2.2.2 Inability to Secure the Event Site (APPLICABLE FOR FIRST YEAR CLIENTS ONLY):

Should the Applicant fail to secure a site to carry out the Over The Edge Event within ninety (90) days of the date of this agreement, this Agreement may terminate and all monies received by OTE from the Applicant will be refunded with the exception of $1,500.00, which will be retained by OTE as an administrative fee.

In addition, should the Applicant fail to demonstrate significant progress to secure a building within 90 days of the contract date, then OTE retains the right to cancel the contract and release the license for resale.

2.2.3 Pre-Approved Buildings:

(a) If upon signing the contract, the Applicant agrees to work with an existing OTE property relationship to secure a host building in an EXCLUSIVE AREA where OTE has a relationship, Applicant will be entitled to a $500 credit off their final invoice if the MOU is signed by all parties.

(b) If the Applicant declines use of a pre-approved building and has not made significant progress by 45 days post contract signing (i.e. a site plan approved and an MOU discussion meeting scheduled), then OTE will take over the building process and close on a pre-approved building.

(c) APPLICABLE FOR FIRST YEAR CLIENTS ONLY

Should the FIRST YEAR Applicant decline OTE's pre-approved building, this Agreement may terminate, and all monies received by OTE from the Applicant will be refunded within ninety (90) days of this Agreement, with the exception of $1,500.00 OR otherwise stated in this Agreement. Note there are no refunds after 90 days of signing this agreement.

2.2.4 Rescheduling:

(a) If OTE exercises its rights to reschedule the Over The Edge Event under Article 2.1.1 above, OTE will provide the Applicant notice of the need to reschedule no later than 12 hours before the

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event, or if 12 hours' notice is impracticable (for example, rescheduling due to a change in weather), OTE shall notify the Applicant as soon as it reasonably can under the circumstances.

(b) The Applicant may reschedule or cancel the Event Date for any reason upon at least 12 hours' notice to OTE.

2.2.5 Rescheduling/Cancellation Fee:

If the Event Date is rescheduled or cancelled in accordance with Article 2.2.4 (a) or (b), OTE shall determine the amount of the Fees according to the following provision. The Rescheduling Fee shall be charged, due and payable once OTE notifies the Applicant of the amount of such fee.

(a) If, after OTE's Staff depart to the Over The Edge Event Site, OTE decides to reschedule or cancel the Event Date or the Applicant reschedules the Event Date under Article 2.2.1 (a) or (b), a fee of $750.00 per day per Staff member for each partial or full day that OTE's Staff are on site up to a maximum of three (3) days shall be paid by the Applicant in addition to any other sums due under this Agreement.

(b) If the Applicant chooses to reschedule the Event Date fewer than 90 days prior to the Event Date, a rescheduling fee of $3,500.00 shall be due from the Applicant. If OTE Staff travel has been booked and gear has been shipped at the time of the rescheduling, OTE will notify the Applicant of any additional charges related to travel and shipment fees.

(c) If the Applicant chooses to cancel and not reschedule the Event during the contract term, a cancellation fee of $5,000.00 shall apply plus other fees referenced in Article 2.2.5 (a).

2.2.6 Applicant Volunteers:

The Applicant shall secure and provide at least 12 volunteers for the Over The Edge Event who will perform only those tasks that are the responsibility of Applicant as indicated on Schedule "B" (the "Applicant Volunteers"). The Applicant Volunteers are not under the direction, control or responsibility of OTE and the Applicant Volunteers will report exclusively to the Applicant. The Applicant shall cause each of the Applicant Volunteers to comply with the rules and directions of OTE on matters described in Article 2.1.3(a) above.

2.2.7 Ropes Volunteers:

The Applicant agrees that it shall assist OTE, upon request, in securing at least 12 volunteers, each meeting the technical requirements defined by OTE and agreeing to execute a release and agreement approved by OTE in its sole and absolute discretion (each an "Ropes Volunteer"). Each Ropes Volunteer acting in his capacity as such shall be under the exclusive control of OTE in all matters that OTE controls pursuant to Article 2.1.3(a) above.

Article 2.3 Exclusivity

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2.3.1 By OTE:

If the Applicant pays the License Fee for all Licenses available in the EXCLUSIVE AREA, or pays a Multi-License Exclusivity Fee, OTE shall not, during the Term (such period of time being the "Exclusive Period"), organize, operate or assist with an Over The Edge Event in the EXCLUSIVE AREA with any person other than the Applicant without the Applicant's prior written consent.

2.3.2 By Applicant:

The Applicant agrees that it shall not, except under the terms of a separate agreement with OTE, organize, operate or assist with any event similar to the Over The Edge Event for a 2 year period beginning on the first day following the expiration of the Term.

Article 2.4 Term Extension

2.4.1 Requirements for Extension of Exclusive Rights

The Applicant may elect to extend the Term of the current contract for an additional one (1) year period or an additional three (3) year period and retain for that period the License to participate in an Over The Edge Event in the EXCLUSIVE AREA provided for in Article 2.3.1 and Schedule A of this Agreement. In order to elect an extension under this Article 2.4.1, the Applicant must, no more than thirty (30) days after the Over The Edge Event:

(a) Execute and deliver a renewal contract with terms materially the same as this Agreement with OTE describing the terms and conditions of the extension;

(b) Pay to OTE a deposit equal to the sum of (i) $500 per License per year renewed (i.e. $500 x 3 years) plus (ii) $2,000.00 (the "Extension Deposit") for the first year of such extension;

(c) 3 year contract only; receive a price freeze guarantee for the 3 year contract

(d) Select a mutually agreeable Event Date and Alternate Date for subsequent year; and

(e) Repeat clients secure a fully executed Site License MOU with your building partner within 120 days of your event or begin the new building process and pay the applicable fee referenced in Schedule C.

Article 2.5 Fees and Payments

2.5.1 Licensing Fee:

(a) Single Market EXCLUSIVE AREA. The Applicant shall pay to OTE as a licensing fee (the "Licensing Fee") the amount set forth opposite such term on Page 1 and in Schedule D to secure (a) a license to participate during the Term in an Over The Edge Event in the EXCLUSIVE AREA provided for in Article 2.3.1 and Schedule A of this Agreement for a single market EXCLUSIVE AREA and (b) for the limited, non-exclusive, non-assignable, personal license granted to the Applicant by OTE under

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Article 3.1.2 of this Agreement. The Licensing Fee is due upon signing of the date of this Agreement, whichever date occurs first (the "License Date") and is non-refundable.

(b) Purchase of an OTE License entitles the Applicant to host one (1) Over The Edge event in a 12-month period. Additional licenses must be purchased to host additional events. One event is considered one property/location.

(c) Multiple License EXCLUSIVE AREA. If the Applicant wishes to have the exclusive rights, yet does not intend to host one or multiple events, in an EXCLUSIVE AREA designated as a "multiple-license EXCLUSIVE AREA" by OTE, the Applicant shall pay the Licensing Fee under Article 2.5.1(a) plus a non-refundable, transferrable fee (the "Multiple License Exclusivity Fee") equal to the sum of $8,500.00. Such fee shall be due at the same time as the License Fee.

(d) If the Applicant does not wish to host an event yet they wish to retain the license for the term of this Agreement, the Applicant shall pay OTE an exclusivity fee equal to the sum of $8,500.00. Such fee shall be due at the same time as the License Fee.

2.5.2 Expenses:

The Applicant shall pay all pre-approved expenses of OTE within twenty (20) days of receipt of an invoice or original receipts related to such expenses. Applicant shall not unreasonably withhold, condition, or deny approval of expenses and costs that OTE submits for approval. For convenience only, and with the express understanding of the Parties that the actual expenses and costs may vary from the projections, the anticipated expenses and costs associated with the Over The Edge Event are listed on Schedule "C" of this Agreement.

2.5.3 Invoices:

All amounts to be paid to OTE are exclusive of any taxes, including sales taxes, excise taxes and the like. All invoices shall be payable upon receipt and any balances unpaid thirty (30) days thereafter shall bear interest at a rate equal to the lower of eighteen percent (18%) per annum or the maximum amount permissible under the laws of the State governing the terms of this Article 2.5.4.

2.5.4 Payments:

All payments are to be made by check payable to "Over The Edge USA, Inc." or by wire transfer according to payment instructions contained in Schedule "D" hereof. The initial deposit of $2,500.00 must be sent by three (3) day courier to OTE on or before the execution of this Agreement to the following address:

Over The Edge, Inc.
Attention: Accounts
181 Herring Cove Road

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Halifax, NS CANADA
B3P 1K9

Article 2.6 Representations and Warranties

2.6.1 Representations and Warranties of OTE:

(a) OTE represents and warrants that all of its obligations hereunder with respect to the Over The Edge Event shall be carried out in a professional manner, consistent with all safety and other standards set forth in the SISP.

(b) OTE has full power and authority to enter into this Agreement, and the execution of this Agreement shall not violate any provision of any agreement, law, or regulation to which OTE is subject.

(c) OTE shall obtain all necessary qualifications, permits and licenses for OTE to execute its duties under Schedule "B".

2.6.2 ROI Guarantee

a) 100% Level. If the Applicant Event's fundraising and sponsorship totals do not equal the total payments due reflected in Schedule D, OTE will reduce the Final Event Fee Payment so that the total payments due do not exceed the total funds raised and sponsorship totals.
*For example, if the Applicant Event's fundraising and sponsorship total equals $25,000 and the total payments due equal $31,025, the Final Event Fee Payment would be reduced by $6,025 ($31,025*100% - $25,000).*

The 100% Level of the ROI Guarantee applies only if the Applicant satisfies all the following requirements:

a. Builds and follows an OTE-approved Strategic Plan;
b. Engages an internal event support committee throughout the event planning process;
c. Launches their fundraising event platform at least 160 days before their event (to allow for adequate promotion and planning time);
d. Uses a multi-levelled marketing plan to promote the event (i.e. a combination of social media outreach, peer-to-peer promotion, flyers, etc.);
e. Attends the following five key OTE-hosted webinars:
    i. First Steps: Foundation for your Signature Over The Edge Event
    ii. Best Practices: Recruiting
    iii. Best Practices: Participant Communication & Engagement
    iv. Best Practices: Sponsorship
    v. Event Logistics and Scheduling for Signature Events

It shall be the Applicant's responsibility to provide notice to OTE when they believe they have satisfied each of the requirements above. Upon receiving such notice, OTE shall verify whether

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each requirement has been satisfied correctly and shall have sole authority to confirm whether the 100% Level of the ROI Guarantee will be applied, based on these requirements being met.

b) 200% Level. If all the requirements of the 100% Level of the ROI Guarantee are satisfied, OTE will increase the level of the guarantee by 20% as the Applicant satisfies each of the five additional requirements, up to a total guarantee of 200% of the total payments due reflected in Schedule D.
*For example, if the Applicant Event's fundraising and sponsorship total equals $40,000 and the total payments due equal $31,025, and the Applicant satisfies all five of the requirements of the 100% Level of the ROI Guarantee plus two of the additional requirements below (thereby earning a 140% ROI Guarantee), OTE would pay the Applicant $3,435 ($31,025*140% - $40,000).*

The level of the ROI Guarantee will increase by 20% as the Applicant satisfies each of the requirements below:

a. +20%: Uses FundRazr as the event's peer-to-peer fundraising platform; additional fees apply may outside of this event contract.
b. 20%: Uses the Fotaflo advocate marketing system at the event (with either the Fotaflo Essentials or Fotaflo Plus package); additional fees apply outside of this event contract.
c. +20%: Uses OTE's preferred choice of building to host the event, as will be identified either in advance or during the search for a building host.
d. +20%: Follows OTE's preferred payment schedule by providing post-dated checks for all event fees according to the fee schedule in this contract.
e. +20%: Secures six complementary hotel room nights (two rooms for three nights) for the OTE technical team to use while executing the event at an agreed upon location. This element of the guarantee may be used in combination with the hotel credit policy outlined in Schedule C.

It shall be the Applicant's responsibility to provide notice to OTE when they believe they have satisfied each of the requirements above. Upon receiving such notice, OTE shall verify whether each requirement has been satisfied correctly and shall have sole authority to confirm whether any of these additional elements of the ROI Guarantee will be applied, based on their requirements being met.

2.6.3 Representations and Warranties of the Applicant:

(a) The Applicant has full power and authority to enter into this Agreement, and the execution of this Agreement shall not violate any provision of any agreement, law, or regulation to which the Applicant is subject.

(b) The Applicant shall obtain all qualifications, permits and licenses necessary for the Event Activity other than those described in Article 2.6.1(c) above.

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ARTICLE THREE. INTELLECTUAL PROPERTY

Article 3.1 Ownership and License of Intellectual Property

3.1.1 Ownership of Intellectual Property:

As between OTE and the Applicant, all intellectual property with respect to the Over The Edge Trademarks and any materials related to the Over The Edge Event provided to the Applicant are the exclusive property of OTE. Other than the limited license granted in Article 3.1.2 below, nothing herein shall be deemed to convey to the Applicant any rights in or licences to the Over The Edge Trademarks.

3.1.2 Grant of License:

OTE grants to the Applicant a limited, non-exclusive, non-assignable and personal license to use the Over The Edge Trademarks for the sole purpose of promoting the Over The Edge Event in the EXCLUSIVE AREA consistent with the restriction imposed by Article 3.1.3 of this Agreement. This license and this Agreement may be terminated by OTE at any time if the Applicant violates the terms of the license granted in this Article 3.1.2, and fails to remedy such violation within thirty (30) days of receipt of written notice of such violation.

3.1.3 Use of OTE Logo:

(a) The Applicant acknowledges that the limited, non-exclusive, non-assignable and personal license to use OTE Logo in Article 3.1.2 above is for the exclusive purpose of promoting the Over The Edge Event.

All usage of OTE Logo shall be in accordance with OTE's branding standards as may be provided by OTE to the Applicant in writing from time to time and referenced in Article 3.1.3, which requires pre-approval of all logo-usage.

(b) All promotional materials related to the Over The Edge Event, including, but not limited to, banners, posters, electronic and web-based materials, and T-shirts, shall prominently display OTE Logo in a manner mutually agreed by the Applicant and OTE.

(c) The Applicant acknowledges and agrees that if/when OTE secures an event site through its building partnership, the building partner's name and logo shall be prominently displayed and pre-approved by OTE. It should also be noted that this is a collaborative process that directly involves the building, OTE and the Applicant and all direct line of communication and consultation will be engaged whenever appropriate.

(d) All marketing materials related to the Over The Edge Event shall be submitted by Applicant to OTE for approval at least ten (10) days before Applicant releases any part of such materials. All marketing and/or event-related materials must contain the Over The Edge logo and include

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prominent recognition of OTE. The Applicant shall not direct any marketing materials related to the Over The Edge Event outside of the EXCLUSIVE AREA. Without limiting the generality of the foregoing, the following particular restrictions apply:

(i) all television and radio broadcast advertising shall only be carried on stations based in the EXCLUSIVE AREA or that can demonstrate significant distribution/viewership within the EXCLUSIVE AREA;

(ii) all newspaper advertising shall only be carried in publications that are based in the EXCLUSIVE AREA or that can demonstrate significant distribution/readership with the EXCLUSIVE AREA;

(iii) all flyers, posters, direct mail, e-mail and other forms of addressed and unaddressed marketing shall only be distributed within the EXCLUSIVE AREA, except that the Applicant may send marketing materials to its own internal client and contact lists, regardless of where such clients or contacts are located; and

OTE acknowledges that the Over The Edge Event may be covered by radio, print, television, and other media. OTE acknowledges that Applicant may use as it deems necessary or desirable any photograph, video, or other media taken at the Over The Edge Event. The Applicant will not use OTE's name or logo in promoting any future similar events without the written agreement of OTE.

ARTICLE FOUR. INSURANCE AND INDEMNITY

Article 4.1 Insurance and Indemnity

4.1.1 Limitation of Liability:

In no event shall either Party be liable to the other Party for any punitive, aggravated, indirect, incidental, special, exemplary or consequential damages or damages for loss of profits, loss of revenues or loss of fund-raising arising from any breach of this Agreement or from any acts or omissions of employees of the other Party. This limitation of liability extends to any alleged liability arising under the law of contracts, torts, negligence or any other legal or equitable theory. This limitation of liability will not apply to either Party's indemnification obligations under this Agreement.

4.1.2 Indemnity:

(a) Subject to the conditions stated in Article 4.1.2(b) below, OTE shall indemnify, defend and hold the Applicant and its employees, affiliates, officers, directors, volunteers, agents and representatives (collectively, the "Applicant Parties" and individually, an "Applicant Party") completely harmless against all losses, claims, damages, costs and expenses (including reasonable attorney's fees) (collectively, "Claims") related to bodily injury (including death) and property

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damage arising out of or related to (i) any act, omission, negligence of OTE or any of its agents, employees, subcontractors, volunteers and others for whom it is responsible, (ii) gross negligence or wilful misconduct of OTE, and/or (iii) the Over The Edge Event, arising out of or relating to any participant's participation in the Over The Edge Event; PROVIDED, HOWEVER, that OTE shall not be obligated to indemnify, defend, or hold harmless any Applicant Party as to any such Claims unless the bodily injury or property damage (as the case may be) is caused, in whole or in part, by OTE or a person acting on behalf of OTE; and FURTHER PROVIDED, that OTE shall not be obligated to indemnify, defend, or hold harmless any Applicant Party as to any such Claims arising in whole or in part from the gross negligence or wilful misconduct of any of the Applicant Parties. Subject to the conditions stated in subsection (b) below, OTE shall indemnify, defend and hold the Applicant Parties completely harmless against all Claims related to personal injury that (A) are caused by the negligence, gross negligence, or wilful misconduct of OTE or any of its agents, employees, subcontractors, volunteers and others for whom OTE is responsible and (B) arise out of any Participant's participation in the Over The Edge Event. OTE's insurance is primary and non-contributory.

(b) OTE's obligations under Article 4.1.2(a) are conditioned on Applicant's agreement in writing, as to each and every Claim, to: (i) cooperate with OTE and OTE's insurer in the investigation, settlement or defense of the suit; (ii) immediately send OTE (or, if directed by OTE, its insurer(s)) copies of any demands, notices, summonses or legal papers received in connection with any suit; (iii) notify any other insurer whose coverage is available to Applicant; and (iv) cooperate with OTE's insurer with respect to coordinating other applicable insurance available to the Applicant. Further, Applicant must provide OTE's insurer with written authorization to: (A) obtain records and other information related to the suit; and (B) conduct and control the defense of the Applicant in such suit.

(c) The Applicant agrees that it shall indemnify and hold OTE and all of OTE's agents, employees, affiliates, officers, directors and representatives harmless against all losses, claims, costs and expenses (including attorneys' fees) brought by a third party and arising out of or related to (i) any negligence, gross negligence or wilful misconduct of Applicant, its agents, employees, subcontractors and volunteers for whom it is responsible, or (ii) any breach of this Agreement by Applicant or its agents. If OTE is seeking indemnification from Applicant under this paragraph, it must (A) cooperate with the Applicant and the Applicant's insurer in the investigation, settlement or defense of the suit; (B) immediately send the Applicant (or, if directed by Applicant, its insurer) copies of any demands, notices, summonses or legal papers received in connection with the suit; (C) notify any other insurer whose coverage is available to OTE; and (D) cooperate with the Applicant's insurer with respect to coordinating other applicable insurance available to OTE. Further, OTE must provide the Applicant's insurer with written authorization to: (I) obtain records

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and other information related to the suit; and (II) conduct and control the defense of OTE in such suit.

(d) Where any claim, demand, loss, damage, cost or expense is a result of the joint negligence, joint gross negligence, or joint wilful misconduct of OTE and Applicant, each Party's duty of indemnification, if any, shall be in proportion to its share of such joint negligence, joint gross negligence or joint wilful misconduct.

4.1.3 OTE's Insurance Coverage:

OTE represents that it shall obtain and keep in force policies of commercial general liability insurance and excess liability insurance with reputable carriers having a minimum rating of A- as per the publication and ranking of AM Best with a minimum combined coverage of Ten Million ($10,000,000.00) USD per occurrence and a $10,000,000.00 general aggregate for the entirety of this Agreement.

OTE represents that a copy of the certificate of insurance has been made available for inspection by the Applicant. Any names of additional insured that OTE or the Applicant wishes to have added to the certificate of insurance must be provided to OTE in writing a minimum of Thirty (30) days prior to the Event Date; this includes but is not limited to the Applicant, the owner of the Over The Edge Event Site and any sponsors of the Applicant Event.

Should the Applicant name more than three (3) additional insured for the insurance certificate, a surcharge of $162.50 per name will be charged back to the Applicant and payable upon receipt of invoice.

4.1.4 Applicant's Insurance Coverage:

The Applicant represents that it shall obtain and keep in force policies of commercial general liability insurance with a reputable carrier having a minimum rating of A- as per the publication and ranking of AM Best with a minimum coverage of Two Million ($2,000,000.00) USD for the entirety of this Agreement. "Over The Edge, Inc." and the event venue must be named as an additional insured on the above said certificate. The Applicant's insurance will be for the sole purpose of insuring any Event Activity other than the Over The Edge Event.

The Applicant's certificate of insurance must be provided to OTE a minimum of **Thirty (30)** days prior to the Over The Edge Event.

ARTICLE FIVE. GENERAL PROVISIONS

Article 5.1 General Provisions

5.1.1 Termination:

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Either Party may terminate this Agreement if the other Party is in breach of any of its material obligations under this Agreement provided that the non-breaching Party has given the breaching Party written notice of such breach and the breach has not been cured within five (5) business days of receipt of such written notice. Notwithstanding the foregoing, any breach must be cured at least ten (10) days prior to the Over The Edge Event. Despite the foregoing, this Agreement may be terminated by OTE or the Applicant upon notice without opportunity to cure if any breach by the other party has a material impact upon Participant safety.

5.1.2 Entire Agreement:

This Agreement, Schedules "A" through "D" hereof and the SISP, constitute the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings and negotiations, both written and oral, between the Parties with respect to the subject matter hereof and thereof. No representation, inducement, promise, understanding, condition or warranty not set forth herein has been made or relied upon by any Party. In particular, should there be any conflict between one or more provisions of this Agreement and one or more provisions of the MOU, the terms of this Agreement shall control.

5.1.3 Governing Law:

This Agreement, and all questions concerning the construction, interpretation, validity and enforceability of this Agreement, shall be governed and construed and enforced in accordance with the domestic laws of the State in which the Over The Edge Event is to occur (the "Applicable State"), without giving effect to any choice or conflict of law provision or rule.

5.1.4 Force Majeure Event / No Fault:

Neither Party shall be liable for any delays or a failure of performance under this Agreement caused by acts or conditions beyond its reasonable control (a "Force Majeure Event"), including but not limited to, "acts of God", delays caused by governmental authorities, strikes, lockouts and other labour unrest, delays in obtaining governmental approvals and similar conditions. A Party shall, in order to avail itself of any of the provisions of this Article 5.1.4, send a written notice of the Force Majeure Event to the other Party, including a description of the Force Majeure Event, its expected duration and a description of the actions being taken by the Party to mitigate the effects of the Force Majeure Event.

5.1.5 Severability:

The Parties acknowledge and agree that each and every Article of this Agreement is of the essence. If any one or more of the Articles contained in this Agreement should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining Articles contained in this Agreement shall not in any way be affected or impaired thereby so long as the commercial, economic and legal substance of the transaction contemplated hereby is not affected in any manner

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materially adverse to any Party. Upon such a declaration, the Parties shall modify this Agreement so as to carry out the original intent of the Parties as closely as possible in an acceptable manner so that the transactions contemplated hereby are consummated as originally contemplated to the fullest extent possible.

5.1.6 Further Assurances:

Each Party shall at any time and from time to time, upon each request by the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request to evidence, carry out and give full effect to the terms, conditions, intent and meaning of this Agreement. Notwithstanding any other provision of this Agreement, the provisions of this Article 5.1.6 shall survive any termination of this Agreement.

5.1.7 No Amendments:

This Agreement may not be amended or modified, except in writing executed by the Parties. No right or remedy of any Party hereunder will be waived, except in writing and signed by such Party. The written waiver by any Party of any breach of any term or provision hereof by any other Party will not be construed as a waiver of any subsequent breach of the Agreement.

5.1.8 No Assignment:

OTE may assign its rights or obligations hereunder without the prior written consent of the Applicant, provided that the assignee is the purchaser of all or substantially all of OTE's stock or OTE's assets. OTE shall promptly notify the Applicant of any such assignment.

5.1.9 No Waiver:

A failure or delay by any Party in exercising any of its rights or remedies hereunder will not operate as a waiver thereof, nor will any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

5.1.10 No Agency:

Nothing in this Agreement is intended to or shall operate to create a principal-agent relationship, a partnership or joint venture of any kind between the Parties or to authorize either Party to act as agent for the other and neither Party shall have authority to act in the name or on behalf of or otherwise to bind the other Party in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power). Neither Party will have any right or authority to bind or obligate the other Party in any manner or make any representation or warranty on behalf of the other Party.

5.1.11 Counterparts:

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This Agreement may be signed in any number of counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument. This Agreement shall become effective when each Party hereto shall have received an original, faxed, or emailed counterpart hereof signed by each other Party hereto.

5.1.12 Anti-Terrorism Statement:

The Applicant hereby certifies that is does not advocate, support, assist or engage in, and has not advocated, supported, assisted or engaged in, any illegal or terrorist activity. The Applicant further certifies that it does not employ, support, assist or otherwise associate with any entities, organizations or individuals that the Applicant knows, or has reason to know, support terrorism, or that appear on any official terrorist lists published by the U.S. Government, the United Nations, or the European Union.

ARTICLE SIX. CONDITIONS TO PERFORMANCE

Article 6.1 Conditions to Performance

6.1.1 Conditions to OTE's Performance.

OTE's performance under this Agreement is conditioned upon:

(a) The Applicant's compliance with any conditions to OTE's performance set forth above;

(b) The accuracy of the Applicant's representations set forth in Article 2.6.3;

(c) The Applicant's timely payment of all fees provided under Article 2.5; and

(d) The Applicant's material compliance with all of its obligations under this Agreement.

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SCHEDULE "A"

EXCLUSIVE AREA

The EXCLUSIVE AREA is Portland, ME

and will be considered the area in which the Applicant has the right to host an Over The Edge Fundraising Event for the Term subject to the terms and conditions of the Agreement.

In addition, OTE reserves the right to periodically reassess the number of licenses assigned to any given EXCLUSIVE AREA at its sole discretion. Clients will be notified of any changes to EXCLUSIVE AREA licenses in writing prior to the annual contract and or Schedule D renewal. OTE also reserves the right to host custom non-fundraising events (known at Over The Edge Custom Events) within the same MSA. Clients will be notified if such an event is secured. OTE Custom clients do not have the right to engage media for event promotion.

The following Exclusive Areas are within 50 miles, but are not part of your Exclusive Area noted above. These Exclusive Areas may be purchased at a reduced rate if available.

1. Lewiston-Auburn ME

2.

3

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SCHEDULE "B"

General Responsibilities of the Parties Include, but are not limited to:

	OTE	Applicant
OVER THE EDGE		
Provide Agreement	X	
Provide a Strategic Plan Outline	X	
Provide a Site Inspection & Safety Plan (SISP)	X	
Provide an On-Site Inspection	X	
Provide OTE Fundraising Kit	X	
Provide reasonable support to the Applicant	X	

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Provide member login to the OTE Members Area of web site	X	
Provide all OTE collateral, logo, video and other media	X	
Provide $10,000,000.00 insurance certificate for Event Activity	X	
Provide Staff to the Event Site	X	
Provide all necessary event and participant equipment	X	
Adherence to all State and Federal safety and labor laws	X	
Set up and tear down of Over The Edge Event	X	
Participant training protocols and equipment	X	
Roof top management and control and safety and security	X	
All Over The Edge Event safety and security related decisions and material	X	
Signature and collection of all Participant, Ropes Volunteer and Media/VIP waivers	X	
All Over The Edge Duties specified in Schedule A of the MOU	X	
Decide who may participate in the event, regardless of whether an individual has signed a waiver, been permitted to register, or been processed through the checkpoints	X	
Stop any individuals from participating who appear inebriated or otherwise unable to participate in a safe and responsible manner	X	
MUTUAL		
Building solicitation and approval	X	X
Agreement and legal documents	X	X
APPLICANT		
All Applicant (Not-for-Profit) Duties specified in Schedule A of the MOU		X
Notification to city officials of the event		X
Secure a minimum of 12 Applicant Volunteers as specified in Section 2.2.6 of this Agreement		X
General event insurance ($2,000,000.00)		X
Participant recruitment		X
Timely payment of OTE event fees		X
Tax receipting and collection of donations		X
Review and/or revisions to contract and legal documents		X
Event marketing and promotion		X
Adherences to Over The Edge Trademark usage specified herein		X
Staffing and equipment for registration and staging areas in accordance with OTE instructions		X
Provide lunch for Staff and Ropes Volunteers both days of event		X
Conditions of the extension of exclusive license		X
Assist, upon request, in securing 12 OTE Rope Volunteers; any such rope volunteers will be under the guidance of and the responsibility of OTE		X
Completion of Post Event Online Survey		X

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Arrange for security personnel to be present at the access point to the roof of the building		X

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SCHEDULE "C"

ADDITIONAL EXPENSES

Typically, there are no additional expenses associated with an Over The Edge event because the event fee includes all licensing fees, staff, equipment, travel, insurance, 2 Site Inspection and Safety Plan documents (first year only), one On-Site Inspection (first year only), an online Over The Edge Fundraising Kit, normal Organizer support and webinar access.

Occasionally, the client may wish to extend the event to include more participants and additional fees are then accrued. All additional expenses and costs must be preapproved by the Applicant and OTE at the 45-day mark pre-event.

Samples of additional pre-approved expenses (all fees in USD):

Additional rappelling stations (2 rappelling stations are included in event fee)	$9,500 per station
Additional Second Participant Day based on 8 hours	2 rappelling stations - $15,844 3 rappelling stations - $22,766
Additional Half Participant Day – based on 4 hours	2 rappelling stations - $7,922 3 rappelling stations – $11,383
Early arrival to accommodate for a rappel time earlier than 1pm on Media/VIP Day (early media)	$3,000
Early arrival to accommodate for complex building rigging	$750/tech
Additional VIP and/or Media rappels (over 10 participants) on the Media/VIP Day will be billed on a per hour basis. OTE pre-approval required. It is approximately 45 min. per participant.	$1,500 per hour
Additional participant rappels on VIP/Media Day (# of participants based on rappel rate per SISP); requires pre-approval of OTE Site Safety Supervisor	2 rappelling stations - $1,500 per hour 3 rappelling stations - $2,250 per hour
Additional event hours added to event day; requires pre-approval of OTE Site Safety Supervisor and is based in part on sunrise/sunset	2 rappelling stations - $1,350/hour; 3 rappelling stations - $1,800/hour
Staff work days when staff not already onsite (i.e., for pre-event kick-offs, etc.); *travel & equipment expenses additional*	$1,750 per day/ per tech
Naming more than three (3) additional insureds for any event	$162.50 per extra insured
Securing a Waiver of Subrogation	$250 per waiver
Additional SISP requested by the Applicant for any potential building sites (two are included in the base pricing in first year)	$750 per SISP
Weather related delays	$750/day or half day/tech

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Date changes within 90 days of scheduled event day	$3,500 + related expenses
Repeat events that change event sites	$3,000
Tall building (greater than 300 feet) charge	$2,500

Expenses not included in Event Fee:

- Any special requirements necessary for the participant to safely gain access to building/roof or by specific request from the building, i.e. staging, scaffolding, rooftop carpet, plywood walkway, steps/ladders; these expenses are at the sole expense of the Applicant;
- Travel outside the continental USA, i.e. Hawaii, Alaska, Puerto Rico, the Bahamas, etc. will be subject to a surcharge based on increased expenses related to shipping, travel, staff time, etc.

Cost Reduction Strategies:

- All Applicants are eligible to apply for "Event Cost Reduction Strategies"
- Approval of a cost reduction will be granted solely at the discretion of the Client Experience Manager and must be clearly communicated in writing from the Applicant to the Organizer 30 days prior to the event;
- All such credits will be confirmed pre-event and credited to the final invoice.

Possible cost reduction strategies include:

- Hotel accommodations - typically Over The Edge requires six (6) rooms per event (2 rooms x 3 nights). Should the Applicant secure all rooms free for OTE staff at an agreed upon location, a credit of up to $100 per room per night may be available up to a maximum credit of $800.00 USD; credit is not issued for a partial donation.
- Travel - the Organizer typically has four (4) airfares associated with each event. Should the Applicant secure all flights free for OTE staff in the way of flight vouchers a minimum of 60 days pre-event, a maximum credit of $1,300.00 USD or $325.00 USD per ticket may be available, based upon OTE schedule and staffing requirements;
- Back-to-back event shipping may produce a credit of 50% off of OTE's shipping costs up to a maximum credit of $550.00 USD; this requires free shipping one or both ways in and out of destination determined by OTE, based upon OTE schedule and shipping requirements.

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Over The Edge Global
www.overtheedgeglobal.com
admin@overtheedgeglobal.com

SCHEDULE"D"

SUMMARY OF IMPORTANT DATES AND PAYMENTS DUE

Due Date	Fee Description	Amount Due
Upon Signing	Licensing Fee:	$ 500.00 USD; this fee is non-refundable
Upon Signing	Event Deposit:	$ 2,000.00 USD
90 days from signing	Event Deposit:	$ 9,000.00 USD; this fee is non-refundable
Event Day	Final Event Fee Payment:	$19,525.00 USD due on Event Day

Additional pre-approved expenses due within 20 days of receipt

All accounts outstanding over 30 days will be charged interest at the rate of 1.5% per month (18% per annum) until paid.

ACCOUNTS PAYABLE INFORMATION:

Name:

Title:

Email:

Phone:

INSTRUCTIONS:

- All payments are to be made by check or wire transfer
- Please make cheques **payable to "Over The Edge USA, Inc."**
- Payments can be sent regular mail but are due for deposit by OTE on the above dates. Please allow for 7-10 days for regular mail delivery.

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PLEASE FORWARD PAYMENT TO:

Over The Edge Inc.
North American Head Office
Attention: Accounts
181 Herring Cove Road
Halifax, NS B3P 1K9
Fax 1-902.482.3427
Tel 1-866-434-8776
admin@overtheedgeusa.com

Sending a USD wire transfer from USA to CIBC

Please note: **The transfer details must be completed EXACTLY as follows.**

The instructions below should be used for routing U.S Dollar incoming domestic wire transfers to CIBC Bank USA:

Bank Name: CIBC Bank USA

Bank Address: 120 South LaSalle
Chicago IL 60603

ABA Number: **071006486**
May also be referred to as the Routing Transit Number or RT#

Dollar Amount: US Dollars ($)

Account Number: **2734834**

Account Name: Over The Edge USA Inc.

Ref: Additional information to accompany the wire transfer

Note to receiving member: While Credit Union Atlantic does not take a fee for processing an incoming wire transfer, any correspondent bank involved in the processing of a wire is eligible to take a fee.

Locating the route and transit number on a check:

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