



PROVISION OF SERVICES AGREEMENT

BETWEEN:

THE ALBERTA GOLF ASSOCIATION, a corporate body with offices at the City of Calgary, in the Province of Alberta (hereinafter referred to as the "**AG**"),

OF THE FIRST PART

and

CALGARY LADIES GOLF ASSOCIATION (hereinafter referred to as the "**Client**")

OF THE SECOND PART

(Individually referred to as a "**Party**" and collectively referred to as "**Parties**")

WHEREAS the Client is interested in organizing a golf event(s) (hereinafter referred to as "**Event**"),

AND WHEREAS AG has knowledge, skills and resources ("**Services**") useful in organizing activities that would be part of the Event;

AND WHEREAS the Client is interested in using the Services for conducting the Event,

THIS AGREEMENT WITNESSETH that, in consideration of the provisions contained in this Agreement and for the exchange of good and valuable consideration, the Parties hereto hereby covenant and agree as follows:

1. The Client agrees to engage AG to provide the Client with the Services which consist of:
The agreed upon provision of services quoted items.
2. As part of the Services, AG agrees to provide the Client with the following privileges:
Access to all service agreed upon in the provision of services quote.
3. For the Services rendered by AG, the Client agrees to provide the following to AG:
 - i) Communication and correspondence during planning stages of the event
 - ii) Compensation as set out below;
 - iii) An executed copy of the Agreement for Use of Logo/Name.
4. The Client will pay AG \$1000 +GST for rendering the Services.



5. Payment for the Services will be due upon final invoice in a lump sum upon completion and by September 30, 2021.
6. The Client agrees that any use of AG's name or logo is proprietary to AG and subject to the terms of AG's Agreement for Use of Logo/Name that the Client must execute before any Services are rendered.
7. Upon the expiry or termination of this Agreement, the Client will return to AG any property, documentation, records or confidential information which AG supplied and is the property of AG.
8. The term of this Agreement (the "Term") will commence on the date this Agreement is executed and will continue until the conclusion of the Events, or by September 30, 2021, subject to the earlier termination as provided in this Agreement. The term of this Agreement may be extended by the mutual written agreement of the Parties.
9. If either Party wishes to terminate this Agreement prior to the commencement of Events, that Party shall provide the other Party with at least 5 business days' prior notice.
10. The Parties expressly agree that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
11. Where any notice is required to be provided herein, such notice shall be deemed to be sufficient if mailed by regular post to the other Party and the notice shall be deemed to have been received on the seventh day after posting.

Notice to AG shall be addressed to:

**#22, 11410 – 27 Street South East
Calgary, Alberta T2Z 3R6**

13. AG shall have its own general liability insurance policy in place and valid with appropriate coverage for the nature of the Services being rendered.
14. The Parties agree that the obligations created herein will not be voluntarily, or by operation of law, assigned or otherwise transferred to any other party without the prior written consent of the other Party.



15. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta.
16. The Parties agree that there are no other representations, warranties, collateral agreements or conditions affecting this Agreement other than the terms expressly provided herein.

CALGARY LADIES GOLF ASSOCIATION

Phil Berube
Executive Director/CEO
ALBERTA GOLF



AGREEMENT FOR USE OF LOGO/NAME

The Alberta Golf logo/name may not be used by any individual or corporation without the prior execution of this Agreement.

Consent by the Executive Director / CEO will be provided only in conjunction with the execution of one of the following Alberta Golf Terms of Cooperation Agreements AND where the use of the Alberta Golf logo/name is explicitly identified in the agreement:

1. Official Sponsorship Agreement;
2. Provision of Services Agreement;
3. 3rd Party Agreement.

The Alberta Golf Name and Logo is owned by Alberta Golf and its use and distribution is controlled solely by Alberta Golf. Permission to use the Alberta Golf LOGO/NAME is provided to the Sponsor, Client or 3rd Party Organizer as follows:

1. Term to coincide with term of Agreement accompanying this Agreement.
2. Use only AG approved artwork
3. Size and location to be approved by Alberta Golf
4. Clause covering termination for improper or unapproved usage.



LOGO AND NAME USE AGREEMENT

BETWEEN:

THE ALBERTA GOLF ASSOCIATION, a corporate body with offices at the City of Calgary, in the Province of Alberta (hereinafter referred to as the "**AG**"),

("Licensor")

and

CALGARY LADIES GOLF ASSOCIATION (hereinafter referred to as "**User**")

("Licensee")

(Individually referred to as a "**Party**" and collectively referred to as "**Parties**")

WHEREAS Licensor has a name used and recognized in the golf industry in Alberta and elsewhere;

AND WHEREAS the Licensor has developed a logo used in the golf industry in Alberta and elsewhere in conjunction with the use of its name;

AND WHEREAS the Licensor believes that its name and logo carry a distinctive reputation;

AND WHEREAS the Licensee is either sponsoring, receiving the service of the Licensor or conducting a Third-Party event for the benefit of the Licensor (collectively referred to as an "Event");

AND WHEREAS the Licensee seeks to use the name and logo of the Licensor to enhance and promote the Event,

THIS AGREEMENT WITNESSETH that, in consideration of the provisions contained in this Agreement and for the exchange of good and valuable consideration, the Parties hereto hereby covenant and agree as follows:

1. The Licensor is the owner of the logo (the "Logo") and has registered and carries on business using the trade name "Alberta Golf" (the "Name").



2. The Licensor agrees to grant the Licensee a specific and restricted license to use the Name and Logo for the events to be conducted between May and August of 2021 and agreed to pursuant to the main Provision of Services Agreement with AG.
3. The authority to use the Name and Logo is specific to the Licensee, who shall not, without the advance express written consent of the Licensor, sub-license the use of, or transfer any right to the use of the Name or Logo, to any third party. Notwithstanding the foregoing, the Licensee may sublicense the use of the Name or Logo to a contractor or agent of the Licensee for use only to the extent necessary for the contractor or agent to provide the services to the Licensee that it requires fulfilling its obligations to the Licensor in the conduct of the event AND only if the Licensor agrees in writing not to provide the service or incur the costs associated with such use of the Name or Logo.
4. The Licensee shall not use the name or Logo in any manner that would bring either into disrepute and at all times its use of the name or Logo shall at all time be in accordance with the terms or guidelines established of any sponsorship, receipt of service or third party event agreement(s) with AG.
5. The Licensee's use of the name and Logo shall conform with the Licensor's requirements concerning size and location.
6. The Parties expressly agree that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
7. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Alberta.
8. The Parties agree that there are no other representations, warranties, collateral agreements or conditions affecting this Agreement other than the terms expressly provided herein.

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X _____

X _____

CALGARY LADIES GOLF ASSOCIATION

Phil Berube
Executive Director/CEO
ALBERTA GOLF



FOR MORE INFORMATION:

Stephen Wigington
Director, Membership & Course Services
ALBERTA GOLF
22 – 11410 27 STREET SE
CALGARY, ALBERTA, T2Z 3R6

PHONE: 403.236.4616

EMAIL: STEPHEN@ALBERTAGOLF.ORG