

**Agreement Between:**

**Squash Canada**

- and -

**Squash PEI**  
\_\_\_\_\_  
Name of Provincial/Territorial Squash Association (“P/T”)

**WHEREAS** Squash Canada is the governing body of the sport of squash in Canada and has entered into a three-year agreement, commencing 1 September 2021 with Dunlop Sport Group America Inc. (“Dunlop”) who manufactures and distributes squash balls.

**WHEREAS** the P/T is the governing body of the sport of squash in the Province/Territory of Prince Edward Island / Canada.

**WHEREAS** the P/T wishes to enter into an agreement with Squash Canada so as to accrue benefits of the Squash Canada – Dunlop agreement.

**AND WHEREAS** the Parties wish to reflect the terms of their agreement in writing;

**NOW THEREFORE** in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties hereby agree as follows:

**Responsibilities of Squash Canada**

1. For P/Ts who enter into this agreement, Squash Canada will:
  - a. Provide a collective minimum total of 625 dozen squash balls to participating P/Ts at no cost in each year of the agreement for use in P/T event properties, sanctioned tournaments, team/athlete training and development activities. The number of dozen of balls distributed to each P/T will be determined by Squash Canada annually on a pro-rated basis based on the amount of member dues paid by each P/T. Squash Canada will provide Dunlop with the P/T ball requisition by September 1 of each year or earlier; for anticipated shipment of balls for the start of the fall season. Should fewer than 11 P/Ts enter into this agreement, Squash Canada reserves the right to reduce the number of dozen squash balls provided collectively to P/Ts.
  - b. Distribute a portion of the ball royalties received by Squash Canada to each participating P/T as determined by Squash Canada annually on a pro-rated basis based on the amount of member dues paid by each P/T. The distribution of ball royalties to the P/Ts will be paid annually, within 30 days after receipt of the December 31 royalties due from Dunlop. The portion of royalties which shall be collectively distributed by Squash Canada to P/Ts shall be based upon the total of the number of dozen Dunlop balls sold in Canada, excluding any orders from Squash Canada and P/Ts as ordered through Dunlop at discounted price, at the following rate:
    - i. \$0.75 per dozen for the first 6,000 dozen; and
    - ii. \$1.20 per dozen for each dozen beyond the first 6,000.

Should fewer than 11 P/Ts enter into this agreement, Squash Canada reserves the right to adjust the royalty amounts per dozen.

- c. Provide an opportunity for the P/T to order additional Dunlop balls at the discounted price of wholesale less 30%. Additional orders must be for use with activities outlined in (a) above, and may not, for example, be extended to or purchased on behalf of leagues and club level activities.
- d. Shipment of balls will be at P/T expense.

### **Responsibilities of P/T**

2. The P/T will:
  - a. Recognize and promote Dunlop as the exclusive “Official Ball of *[Name of P/T]*”.
  - b. Use Dunlop squash balls exclusively in P/T event properties, and P/T team/athlete training and development activities.
  - c. Use best efforts to promote and encourage tournament organizers, leagues, clubs and venues within the P/T to use Dunlop balls.
  - d. Recognize Dunlop as a partner (non-exclusive) at all P/T event properties, and P/T team/athlete training and development activities.
  - e. Feature Dunlop logo on the P/T web page where sponsors are normally recognized (non-exclusive), and in respective social media and digital spaces the P/T may operate.

### **Term**

3. This Agreement will be effective as of the 1<sup>st</sup> day of September 2021 and will terminate on the 31<sup>st</sup> day of August 2024, unless earlier terminated pursuant to this Agreement; or upon the termination of the Squash Canada agreement with Dunlop.

### **Termination of Agreement**

4. Either Party may immediately terminate this Agreement if there is a breach of the terms of this Agreement; provided that if the breach is capable of remedy, notice will only be given if the party in breach has not remedied the same within fourteen (14) days of receiving notice in writing specifying the breach and requiring it to be remedied.

### **Conditions following Termination**

5. Upon termination, the P/T agrees to immediately cease using the Dunlop squash balls and return any unused squash balls to Squash Canada.
6. If within three (3) months of termination of the Dunlop Agreement, Squash Canada has not entered into another national ball agreement with another supplier, the P/T may enter into a ball agreement in its own right.

### **Intellectual Property and Proprietary Rights**

7. Nothing contained in this Agreement will be construed as an assignment or, save as permitted in this Agreement, grant to a Party any rights, title or interest in or to the other Party’s Intellectual Property. Neither Party will make any representation or do any act which may be taken to indicate that it has any right title or interest in, to or associated with the ownership or use of the other Party’s Intellectual Property, except under the provisions of this Agreement.
8. The P/T may, upon consent from Squash Canada, non-exclusively utilize the logos listed in Annex 1 in connection with their promotional materials in their provincial or territorial jurisdiction.

### **Independent Contractor, Assignment and Agency/Partnership**

9. The Parties agree and acknowledge that the relationship intended by this Agreement is that of independent contractor and nothing in this agreement will be construed as making the Parties partners or in a joint venture.
10. Neither Party will assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the other Party.

### **Indemnification**

11. The P/T agrees and acknowledges that Squash Canada does not represent, warrant or assume responsibility for the completeness, reliability, fitness or quality of the Dunlop squash balls and use of the Dunlop squash balls is at their sole risk.
12. The provisions of clause 11 will continue in force indefinitely after termination of this Agreement.
  - a. Squash Canada indemnifies the P/T from all legal liabilities should Squash Canada violate or breach any terms of the agreement between Squash Canada and Dunlop.
  - b. The P/T indemnifies all of its partner P/Ts from all liability arising from its violation or breach of:
    - i. any terms of its agreement with Squash Canada.
    - ii. any terms of the agreement between Squash Canada and Dunlop.

### **Dispute Resolution**

13. The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the Parties.
14. If a mediated resolution of the dispute cannot be achieved within 30 days of initiating mediation, the Parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the two Parties, and such arbitration will proceed in accordance with the *Arbitration Act of Ontario*.

### **Notices**

15. Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post or electronically to:

Squash Canada  
20 Jamie Avenue, 2<sup>nd</sup> Floor  
Ottawa, Ontario, K2E 6T6  
[admin@squash.ca](mailto:admin@squash.ca)

**Squash PEI**  
\_\_\_\_\_  
**40 Enman Crescent**  
\_\_\_\_\_  
**Charlottetown, PEI C1E 1E6**  
\_\_\_\_\_  
**therbert@biovectra.com**  
\_\_\_\_\_

P/T NAME, ADDRESS & EMAIL

### **Governing Law**

16. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

**General**

- 17. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.
- 18. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
- 19. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
- 20. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
- 21. This Agreement has been executed by an authorized signatory of each Party who is duly entitled to represent and bind the parties.
- 22. The termination of this Agreement, for whatever reason, will not terminate any provision, which is expressly provided to continue in force after such termination.

**IN WITNESS WHEREOF** the Parties hereby agree to abide by the terms and conditions outlined in this Agreement.

The Parties have signed this Agreement:

**SQUASH CANADA**



\_\_\_\_\_  
Per:

Dan Wolfenden, Executive Director

\_\_\_\_\_  
Name and Position

November 4, 2021

\_\_\_\_\_  
Date

**Squash PEI**

\_\_\_\_\_  
NAME OF P/T

DocuSigned by:  
  
C2E23FFE846E4B4...

\_\_\_\_\_  
Per:

**Tony Herbert**

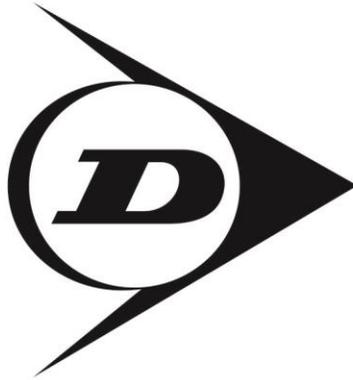
**Mr**

\_\_\_\_\_  
Name and Position

**11/5/2021**

\_\_\_\_\_  
Date

**ANNEX 1**  
**DUNLOP MARKS**



*Flying D - Black on white background*

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*Dunlop\_Word\_Flying\_D\_black*

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*Dunlop\_Word\_Flying\_D\_white*