



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into effective as of the 8<sup>th</sup> day of May 2024.

**Between:**

**Georgetown Slo-pitch League (“GSL”)  
and  
The Town of Halton Hills (“The Town”)**

This MOU establishes the terms and conditions under which GSL will provide services managing the Advertising Banner Program on baseball diamonds including marketing, design, production, installation, delivery, and maintenance of banners within the Town of Halton Hills for promotional and sponsorship purposes.

**1. Term of Agreement:**

- a) This agreement shall commence on May 1, 2024, and shall remain in effect until December 31, 2025 unless terminated earlier as provided herein.
- b) This agreement can be renewed each year, provided the funds are being directed back for Town approved baseball-related community projects.

**2. General:**

- a) Banners may be installed on outfield fencing associated with any Town of Halton Hills owned Ball Diamond. School Board facilities are not included.
- b) Banners may be installed from April 1st to October 31st each year (7 months). Banners shall be removed and stored for the winter.
- c) Banners shall be installed and removed by Georgetown SloPitch League or their approved agent/vendor.
- d) The Town will not charge any rental fees to the Georgetown SloPitch League for the use of ball diamond fencing for advertising.
- e) Banners shall measure 4x6 and be made of commercial grade banner material.

**3. Advertising Content**

- a) All advertisements shall comply with the Town’s Advertising and Sponsorship Policies. The Town agrees that any changes to the Advertising or Sponsorship Policies will not be applied to existing banners until the end of the current season.
- b) Advertising for cannabis or tobacco is not permitted.

- c) Banners can include both alcohol branding or alcohol branding with food from local businesses. Banners that include alcohol branding will be permitted on the diamonds listed in 4 (b) of this agreement.

**4. Banner Locations:**

- a) GSL is granted permission to install banners at any Town owned baseball diamond within the Town of Halton Hills.
- b) Approved locations for Alcohol Advertising are:
  - i. Gellert Community Park #2 and 3
  - ii. Trafalgar Sports Park #1 #2 #4
  - iii. Hornby Park #1
  - iv. Glen Williams Park # 1 and #2

**5. Design, Production, Installation, Delivery, and Maintenance Responsibilities:**

- a) GSL shall be responsible for the marketing, design, production, installation, delivery, and maintenance of banners within the specified locations.
- b) Banners shall be attached in a secure manner.
- c) GSL shall ensure that banners are installed and regularly inspected and maintained throughout the duration of the agreement, including necessary repairs or replacements.
- d) No vehicles shall be driven within any park property (other than in designated parking areas and driveways) without prior written approval from the Town of Halton Hills.
- e) Banners may be required to be removed on a temporary basis due to construction, events or due to unexpected damage or vandalism to ball diamond facilities. The Town will not be responsible for any reimbursement or compensation for any costs or expenses due to the reasons noted above.

**6. Indemnification and Liability:**

- a) GSL agrees to indemnify and hold harmless the Town of Halton Hills from any claims, damages, or liabilities arising out of the design, production, installation, delivery, maintenance, or display of banners.
- b) The Town of Halton Hills shall not be liable for any damage or injuries resulting from the banners, except in cases of negligence or willful misconduct.

**7. Insurance:**

- a) GSL shall maintain liability insurance coverage sufficient to cover any potential damages or liabilities arising from the banner program.
- b) GSL shall provide proof of insurance naming the Town of Halton Hills as additional insured before May 1<sup>st</sup> of each year.

**8. Reporting:**

- a) For the purposes of this agreement, profits will be the gross revenues collected for the banner advertising, less any direct expenses incurred (i.e. banner fabrication, banner installation, third-party/contractor costs). No administrative fees will be charged by the GSL to administer the program.

