

MARKETING AGREEMENT dated the ____ day of _____ 2014

BETWEEN

AD ARMY GROUP MARKETING SERVICES

(hereinafter referred to as "**Ad Army**")

AND

(FILL IN YOUR FULL NAME HERE)

(hereinafter referred to as "**AGENT**")

WHEREAS Ad Army is a marketing agency that provides marketing advice, creates websites, produces videos and creates trademarked brands that they license to companies. Ad Army has an office located at 116 Island Road, Scarborough, Ontario, M1C 2P8.

WHEREAS Agent is a resident of Ontario who resides at _____

(fill in your address)

AND WHEREAS Ad Army and Agent are entering into a marketing agreement pursuant to which Ad Army or any Affiliate of Ad Army (as such term is defined in the *Business Corporations Act* (Ontario) shall be promoted on the Agent vehicle for a minimum of 3 years from the date the car wrap is installed.

NOW THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, Ad Army and Agent covenant and agree as follows:

1. **Car Wrap**

Agent will allow Ad Army to promote its name and image on Agent vehicle through the application of a car wrap to his/her vehicle known as a (make-model-year of your vehicle).

2. **Safe Driving**

Agent assures Ad Army they are a safe driver with a clean driving record and will always drive in a polite, safe and courteous manner as Agent understands Ad Army's need to keep its image intact.

3. **Opportunities**

Ad Army may offer to pay Agent to attend parades and special events with the vehicle if the parties to agree to the amount of compensation for agent.

AD ARMY GROUP _____ AGENT _____ WITNESS (INITIALS) _____

4. **Removal & No Compliance Penalties**

If Agent removes the wrap prior to the 3 year period, or made a false statement in regards to Section # 2, # 11B, # 11A, # 5 of this agreement and/or Ad Army gets reports of Dangerous driving by the agent or the Agents associates, Agent will have to pay Ad Army a compensation payment of \$3500.00 to cover the expenses incurred by Ad Army to wrap the vehicle and administration costs.

5. **Proof**

Upon request from Ad Army, agent will take a picture of the vehicle with a Toronto Sun newspaper from the date the picture was taken within the image to confirm the condition of the wrap and that it's still on the vehicle.

6. **Payment**

Ad Army will pay Agent \$1000.00 compensation once the wrap is applied to Agents Vehicle.

7. **Extra Payments**

Ad Army will pay Agent a 10% commission on any web design or any other finalized deals that come to Ad Army due to Agents personal efforts of sending Ad Army leads.

8. **Drivers License**

Agents Ontario Drivers License is # _____ and it expires Month & Year and Agent will provide a photocopy of the license.

9. **Insurance**

Agents insurance policy details area as follows (details here)

10. **Repair**

It is the Agents duty to repair the vehicle and keep it in good working order at all times to ensure maximum exposure of the vehicles message from Ad Army.

11A. **Travel**

The agent assures Ad Army that the Agents vehicle with travel (KM's HERE) a year and the odometer reading the date the wrap was installed is (Date of Wrap)

11B. **Criminal Record**

The agent assures Ad Army that they have a no criminal record.

12. Representations and Warranties of Agent / Ad Army

Ad Army and Agent warrants as follows:

- (i) it has the right to enter into this Agreement; and Ad Army it is
- (ii) duly incorporated under the laws of the Province of Ontario.
- (iii) It fully understands each term and condition stated in this agreement.
- (iv) this agreement was not signed under duress or coercion.
- (v) the agreement was not signed while under the influence of drugs or mind altering drugs and all parties were of sound mind at the time of signing.
- (vi) confirms that it has retained legal advice prior to signing this agreement and/or waived its right to seek legal counsel.

13. Nature of Agreement

Nothing contained herein shall constitute an employment relationship, agency, partnership between, or joint venture by the parties hereto. Neither party hereto shall have the authority to bind or obligate the other party hereto. No party hereto shall hold itself out contrary to the terms of this Section and neither party shall become liable, by reason of any representation, act or admission of the other party.

14. Waiver and Severability

No waiver by either party of any breach of any term or condition by the other party shall be deemed a waiver of any other breach, whether of the same or any other provision hereof, nor shall any delay or omission on the part of either party to exercise or avail itself of any right that it has or may have hereunder operate as a waiver of any such right. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions of this Agreement shall continue to be valid and of full force and effect.

15. Extraordinary Events Delaying Performance

In the event that either party to this Agreement shall be delayed in performing its obligations hereunder by reason of governmental regulations, labour disputes, inability to obtain labour or materials, civil strike, war, acts of God and/or other causes beyond the control of the party failing to make timely performance, then such party shall be permitted to delay performance for a reasonable period.

16. Non-Assignment

Neither party shall assign any of its rights or obligations hereunder without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed. For the purpose of this Agreement, an assignment shall include the following:

- (i) the restructuring of a party;
- (ii) the sale of all or substantially all of a party's assets to a third party;
- (iii) a change in control of a party; or
- (iv) the merger of a party with a third party.

17. Notice

Any notice required to be given by a party to another party pursuant to this Agreement shall be in writing and shall be considered given, if delivered by hand or by courier, when delivered, if transmitted by facsimile, on the date of such transmission unless such transmission is received after the close of normal business hours in which case such notice will be considered given on the day next following such transmission (other than Saturdays, Sundays and statutory holidays), and, if mailed, on the fifth Business Day after it has been mailed first class postage prepaid and addressed as follows:

In the case of Ad Army:

Paul Cookson
Ad Army Group Marketing Services
116 Island Road
Scarborough, Ontario
M1C 2P8

And in the case of Barton:

(your name)
(your ADDRESS)

18. Previous Agreements

This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties.

19. **Amendments**

This Agreement may not be modified, amended, altered, or supplemented except by an agreement in writing executed by the parties hereto.

20. **Further Agreement**

Agent has no rights to bind Ad Army.

Ad Army has no rights to bind Agent.

21. **Entire Agreement, Amendment and Modifications**

This Agreement represents the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements, proposals, negotiations, representations or verbal agreements relating to the subject matter of this Agreement made prior to the execution hereof. No modification hereof or addition hereto will be binding upon the parties hereto unless in writing, having direct reference to this Agreement and executed by the authorized representatives of the parties hereto.

22. **Time of Essence**

Time shall be of the essence in this Agreement.

23. **Headings**

The use of headings in this Agreement is for convenience of reference only and will not affect the construction and interpretation of this Agreement.

24. **Counterparts**

This Agreement may be executed in counterparts, each of which will be deemed an original and both of which, taken together, shall constitute the same instrument.

25. **Governing Law**

This Agreement shall be construed and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

[INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned parties have duly executed and delivered this Agreement as of the day and year first above written.

AD ARMY GROUP MARKETING SERVICES

Per: Paul Cookson

(your name)

Per: _____

Telephone : _____

Email : _____

WITNESS

Per: _____