



Legacy Principles Agreement

Between:

Squash Canada (hereinafter referred to as SC)
 20 Jamie Avenue, 2nd Floor
 Ottawa, ON K2E 6T6

-And-

_____ (hereinafter referred to as the Facility)

of the Address: _____

Preamble

- A. This Agreement shall serve as the framework relating to the SC legacy gifting as a result of the 2015 Pan Am Games and the means by which such legacy gifting shall serve the best interests of squash in Canada and for the squash community as a whole.
- B. SC's mission is to provide leadership through fair and ethical means to expand and enhance opportunities for Canadians to participate and excel in squash, to deliver excellence and to grow the sport. The gifting by Toronto 2015 of 3 Legacy Courts (defined below) will enable SC to further establish on its vision by providing additional facilities to train and develop internationally recognized athletes and coaches.
- C. The Legacy Courts and the Facility will form the basis for SC to establish a National Training Centre that will operate under the guidance of the SC Performance Director. The National Training Centre will accommodate the men's and women's (senior and junior) national team program athletes and will compliment similar High Performance Programs operating in other Canadian locations. Both SC and the Facility shall work further in collaboration to train national team athletes, host provincial, national and international competitions and to run training camps. Both parties agree to continue fundraising efforts to support these initiatives. It is acknowledged between the parties that court time is at a premium and additional courts may be required to meet the goals of SC's High Performance Program.
- D. Legacy Courts will mean and include:
 - a. Glass Back Singles Courts – one modular unit which contains three (3) glass back singles squash courts which can be converted into soft ball doubles, further described in Schedule "A" (Technical Drawings).

SC National Training & Training Camps

- 1. A sample weekly training schedule:

SC National Training Centre Structure & Schedule: (typical week)

Time / Date	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
10:30 am – 11:15 am	Squad – M/W	Squad – W/M	Squad – M/W	Squad – W/M	Squad – M/W	Match Play	Day Off
11:15am – 12:00 pm	Squad – W/M	Squad – M/W	Squad – W/M	Squad – M/W	Squad – W/M	Match Play	
12:00 pm – 12:45 pm	Individual ¹	Individual	Individual	Individual	Individual	Match Play	
Phys. Prep. ²	TBD	TBD	TBD	TBD	TBD	TBD	
2:00 pm – 3:00 pm	Match Play ³	Match Play	Day Off	Match Play	Match Play	Day Off	
3:00 pm – 4:00 pm	THE FACILITY/ Junior	THE FACILITY/ Junior	THE FACILITY/ Junior	THE FACILITY/ Junior	THE FACILITY/ Junior		
4:00 pm – 6:00 pm	THE FACILITY/ Junior	THE FACILITY/ Junior	THE FACILITY/ Junior	THE FACILITY/ Junior	THE FACILITY/ Junior		



Notes:

1. **Individual Sessions** –booked with the SC Performance Director include:
 - a. Drill sessions.
 - b. Private or semi-private work.
 - c. Career Planning / Mentorship.
 - d. Scheduling / Planning.
 - e. Player Meetings.
2. **Physical Preparation** – Players are entitled to train daily at the Facility either on their own or with a physical trainer with a specific physical preparation plan prepared by their physical trainer, developed in consultation with the athlete, SC Performance Director and the athlete's Personal or National Coach.
3. **Match Play** – Match play is organized by the SC Performance Director for the athletes at the Facility

National Training Environment

2. The Legacy Courts will allow SC to expand the High Performance Program to include additional athletes and Talent ID programming. In addition, these Legacy Courts will position the Facility as a premier national squash venue. The Legacy Courts with moveable walls will also serve as the national training hub for National Team athletes for both singles and doubles international competitions.
3. Domestically, the Legacy Courts will ensure the Facility will be able to offer programming for National Team athletes 4 hours of court time per day, 5 days per week for 40 weeks. The Legacy Courts will afford day-to-day training (physical, technical and tactical) in collaboration with SC and top-level coaches.

National Team Training Camps

4. The National Team regrouping camps for Male, Female, Junior Men & Junior Women Teams shall be run by the High Performance Program on the Legacy Courts a minimum of 2 times per year / per team. Regrouping camps will be conducted over weekends, starting Thursday/Friday and ending Sunday afternoon. A minimum of 2 – 4 hours a day will be devoted to off court work (video analysis, physical and psychological preparation) and 4 hours of on-court training (technical / tactical and match play). Test matches between squad members occur on the final day. Schedules proposed are subject to change.

Enhanced Squad Preparation & Development

5. The Legacy Courts will allow SC to increase the pool of athletes in its training program and for SC to create a 'Talent Squad' allowing for an elite junior development squad where all athletes can train under one roof and under the direction of the High Performance Program and SC. The Legacy Courts will also be used in collaboration with its provincial/territorial association to host provincial team training programs.
6. The Legacy Courts will also allow SC to identify more easily, the best athletes that should receive prime access to the Legacy Courts during peak training times. SC may also create separate individual squad categories for Canadian and non-Canadian athletes to train at the Facility. Non-national team athletes and touring pros may be subject to a 'nominal' training fee for access to the Facility.

Community Squash Programming & LTAD Initiatives

7. The Legacy Courts will provide a revenue generation opportunity for both SC and the Facility. Both parties agree to a cost sharing agreement, to be negotiated between the parties, to provide the Legacy Courts to other organizations such as Urban Squash, school programs and LTAD based programs.



8. Both parties agree to work together to provide facility access for Provincial/Territorial camps and other mutually beneficial squash activities/initiatives for the community in non-peak usage times.

Competitions

9. The Legacy Courts will be utilized for up to 7 competitions annually, for such events as:

Jr. Men's National Team Selection Trials	Squad Selection for World Team Squash Championships
Jr. Women's National Team Selection Trials	Squash Selection for World Team Squash Championships
Sr. Men's National Team Selection Trials	Squash Selection for World Team Squash Championships
Sr. Women's National Team Selection Trials	Squash Selection for World Team Squash Championships
Hosting of PSA/WSA Tournaments	Professional events (Men & Women)
International squash events	Pan American Squash Qualification events & World Squash events

10. Typical competitive events range from:

International	5 - 9 days (used 8 – 12 hours per day) on a minimum of 4 courts
National / Provincial	3 – 4 day competitions (used 8 – 12 hours per day) on a minimum of 4 courts will be-used per time slot.
National Team	Up to 3 per annum, 3 – 7 days apiece (used 8 – 12 hours per day) on a minimum 4 courts being used per time slot.

11. With the addition of the Legacy Courts, the Facility will be in the optimum position to run daily operation and programming. Additional court usage required by the SC shall be on a fee-for-service basis.
12. The hosting of National and International competitions will be a revenue generator for SC and the Facility. Budgets will be developed to ensure profit for the Facility operator and sound financial viability for each specific event.

Cooperation and Communication

13. SC and Facility recognizes this unique opportunity to create a long-term legacy for the sport of squash and the SC National Training program. Both parties agree to work together cooperatively and professionally to create mutually agreeable plans to maximize the legacy and the long-term sustainability/viability of the squash facilities.

Conditions

14. The parties agree that the Legacy Courts shall remain at the Facility throughout the term of this Agreement subject to the terms and conditions set out herein:
- The Facility covenants and agrees not to encumber in any way, any Legacy Courts and acknowledges that SC is the sole and rightful owners of all the Legacy Courts throughout the entire term of this Agreement or any renewal thereof. For clarity, this Agreement in no way provides any sort of ownership rights of the Legacy Courts to the Facility.
 - The Facility covenants and agrees to erect the Legacy Courts for play at the Facility as per the manufacturer's specifications on or before December 31st, 2015 at the expense of the Facility which cost shall not exceed \$35,000 (CDN).
 - The Facility covenants and agrees to maintain the Legacy Courts as per the requirements of the manufacturer ASB.
 - Both SC and the Facility agree to carry liability insurance to the value of \$_____, and replacement value insurance to the value of \$_____ for the Legacy Courts at all times throughout the term of this Agreement or any renewal thereof. Failure to carry valid insurance will be grounds for immediate termination of this Agreement. It is understood and agreed that SC will be named on the Facility policy as an additional insured.
 - SC will have the right to lease out the Legacy Courts to a third party with not less than 6 month's written notice to the Facility and for a period of not greater than 30 days. All costs to dismantle and re-install said court shall be at the sole expense of SC.



- f. The Facility covenants and agrees to remain a member in in good standing with their Provincial/Territorial Association throughout the term of this Agreement; and
- g. The Facility covenants and agrees not to brand the Legacy Courts without the prior written consent of SC which consent shall not be unreasonable withheld and any such branding shall be subject to a 50/50 revenue sharing agreement on any sponsorship that applies to the front wall of the court only.

Management of the Facilities

15. SC and the Facility recognize that the ability to continuously generate revenue for the facilities and to increase player usage is fundamental to the long-term success of the Facility. These factors also are paramount to SC's ability to achieve its sport development aspirations and deliverables. The parties further agree collaboration is essential to accomplish their collective goals of long-term sustainability and organic growth of the Facility, SC and its High Performance Program.
16. The Facility will continue to have all the fiduciary responsibilities, together with all ongoing maintenance, management and operational responsibilities of all facilities at the Facility including the Legacy Courts. It is agreed that the Legacy Courts shall be managed in consultation with SC.
17. SC shall make available to the Facility any Legacy Court time not required by the SC under terms and conditions to be negotiated between the parties in advance. It is further acknowledged a set fee of ten thousand dollars (\$10,000.00 CDN) shall be paid to SC for any Olympic, World Championships, Commonwealth Games, PSA Event \$50K or greater and/or other major international event in which tickets are sold which utilize the Legacy Courts at the Facility throughout the term of this Agreement.
18. The Facility agrees to invite a Director of the SC Board or Board appointee to attend quarterly meetings with either the Management Team or Board of Directors of the Facility, upon execution of this Agreement to ensure the fulfillment of this Agreement remains viable throughout the term of this Agreement.
19. Provided not in default of this Agreement in consideration of having fulfilled all the conditions of this Agreement; for the sum of \$ 1.00, the Legacy Courts shall become the property of the Facility free and clear of all encumbrances at the end of the term.

Right to Access

20. SC or its agents may enter the Facility's premises at any time throughout the term of this Agreement upon not less than 24 hours written notice to the Facility in order to make improvements and to conduct an inspection to check for safety or maintenance problems relating to the Legacy Courts.

Term

21. The term of this Agreement shall be for a period of 10 years unless earlier terminated pursuant to this Agreement.

Default and Termination

22. If either party at any time during the term of this Agreement fails to meet any of the obligations herein the non-defaulting party may terminate this Agreement if such default is not cured within thirty (30) days of written notice to the defaulting party specifying in reasonable detail the nature of such default together with details of the remedy required. Furthermore, should SC determine that the Legacy Courts are not being maintained by the Facility in the agreed standard to be determined in advance by both parties, SC shall deliver written notice to the Facility of such default. The Facility shall have a period of 30 days from receipt of said notice to respond in writing delivered to SC and/or cure the alleged default. In the event the parties cannot mutually reconcile their differences, they shall jointly agree to appoint an independent arbitrator (chosen from the Sport Dispute Resolution Centre) to rule on whether the Legacy Court(s) is/are being maintained as per the agreed standard. Said ruling will be final and accepted by both parties without further recourse. In the event the arbitrator rules that the Legacy Court(s) has not been maintained by the Facility and the default is not cured within the 30



days of such ruling, delivered in writing to both parties, SC shall have the right to remove the Legacy Court(s) forthwith at their own expense.

23. Any time after the 5th year of this Agreement, SC may terminate this Agreement upon twelve (12) months written notice to the Facility of its intention to terminate this Agreement, which will terminate accordingly.
24. SC may terminate this Agreement immediately if:
 - a. The Facility is no longer used for training national team athletes.
 - b. The Facility is not a member in good standing of their provincial/territorial association.
 - c. The Facility is not in good standing with all its payables, including but not limited to, all lease payments (if any) realty taxes, utilities, staff wages and deductions as related to the operation of the Facility.
25. For the purpose of this Agreement all notices shall be delivered to the parties at their addresses outlined above, or to new or additional address provided in writing by the parties after execution of this Agreement.

Conditions Following Termination

26. Upon termination, the Parties agrees to:
 - a) Pay all their respective debts owing to creditors relating to this Agreement.
 - b) Coordinate a smooth transition so the services described herein are not jeopardized.

Trademarks

27. The Facility understands and agrees that it has no rights to file during the term of this Agreement or any extension thereof, any application for trademark registration or otherwise obtain ownership to any trademark or trade name in any country worldwide which consists of that of SC, the SC High Performance Program, National Training Centre, or "Centre of Excellence" (CoE), or any mark, design or logo intended to make reference to SC, the SC High Performance Program, National Training Centre, or "Centre of Excellence" (CoE).

Indemnity:

30. The Facility agrees that SC will not be liable to the Facility, or to any other party, including the personal representatives and assigns of a participant in the event of a death or injury, for any loss, claims or damages arising from an injury to or death of a participant or injury to or death of any other person resulting, directly or indirectly, from any activity undertaken by the Facility pursuant to this Agreement or as a result of the activities held at the Facility.
31. The Facility will indemnify and hold harmless SC and its directors, officers, athletes, coaches, staff, consultants, agents and volunteers ("SC Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons and will defend, indemnify and hold harmless the SC Indemnified Parties from any and all claims, damages, suits, costs, expenses, liabilities, fines, obligations, penalties, demands, actions or proceedings of any nature or kind whatsoever (including, without limitation, legal fees, and disbursements) of or by anyone that directly or indirectly results from, or arises out of:
 - a. Any negligent act or omission or wilful misconduct of the Facility or its directors, officers, servants, subcontractors, contractors or any other persons for whom in law the Facility is responsible for and who are acting under the Facility's direction or supervision.
 - b. Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of the Facility.
32. The provisions of clauses 30-31 will continue in force indefinitely after termination of this Agreement.



Limited liability

33. Notwithstanding anything to the contrary outlined herein, in the event the Facility incurs any expenses, damages or other liabilities in connection herewith, SC's liability shall be limited to proven, direct, actual damages incurred by the Facility. In no event shall SC be responsible for any special, consequential, profit loss, punitive, reliance or other indirect damages.

Waiver

34. The failure by either party at any time or times to demand strict performances by the other of any terms, covenants or conditions set out herein shall be construed as a continuing waiver or relinquishment thereof and each may at any time demand strict and complete performance by the other of said terms, covenants and conditions.

Severability

35. If any provision of this Agreement shall be declared illegal, invalid, void or unenforceable by any jurisdiction or administrative authority, the validity of any other provision and of the entire Agreement shall not be affected thereby.

Assignment

36. Neither party shall have the right to assign or transfer any of its rights or obligations hereunder without the express written consent of the other party. In the event of a merger or consolidation of the Facility with any other entity, SC in their sole and absolute discretion shall have the option to accept or not to accept such merger or consolidation and assignment thereof.

Confidentiality

37. Each party shall protect and not disclose or use the confidential information of the other party except as permitted by this Agreement, or as necessary to perform their obligations under this Agreement. Each party shall disclose the other's confidential information only to its employees or agents who have a need to know and are bound by obligations of confidentiality. Financial Information including the terms and all amounts paid under this Agreement are deemed to be confidential.

No Employer/Employee Relationships

38. Nothing contained in this Agreement shall be construed as establishing a relationship of employer/employee, partnership, principal/agent or principal/broker between the SC and the Facility.

Entire Agreement

39. This Agreement constitutes the entire agreement between the parties and may not be changed, or modified except in writing signed by both parties.

Governing Law

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

General

41. 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.

42. 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.



This Legacy Principles Agreement is a generic draft copy, and remains subject to customization according to the nature of Facility, the Facility's Proposal, and Squash Canada's requirements, to be finalized in the negotiation of an ensuing award of the Legacy Courts.

43. This Agreement has been executed by an authorized signatory, of each party who is duly entitled to represent and bind the party.
44. The termination of this Agreement, for whatever reason, will not terminate any provision, which is expressly provided to continue in force after such termination.

DATED AT _____ THIS _____ DAY OF _____ 2015.

SQUASH CANADA
(Authorized signing officer)

Dated

Print Name & Title

FACILITY
(Authorized signing officer)

Dated

Print Name & Title