



New Metric Media

c/o Pinewood Studios  
225 Commissioners St  
Suite 206 Toronto, ON, M4M 0A1

## **Bellpark Exercise Equipment Letter of Commitment**

Dated April 8, 2021

It is the intention of New Metric Media Inc. ("New Metric Media") to supply and install 7 pieces of exercise equipment, as well as accompanying signage, at Bell Park in the City of Greater Sudbury, (the "Project") with an expected completion date of summer 2021. The exercise equipment and its proposed location, described in the site plan attached hereto, have been reviewed and approved by City of Greater Sudbury staff. City of Greater Sudbury staff shall advise New Metric Media of the specific wording to be included on all signage.

New Metric Media accepts the role of "Constructor" as to the Project. All costs associated with the construction and installation of the Project will be the responsibility of the Constructor.

New Metric Media acknowledges that there are specific regulations that govern the safe use of outdoor exercise equipment and hereby accepts financial responsibility for paying contractors for the construction and installation of the Project, including the installation of the approved equipment for the Project in compliance with any and all safety regulations, for example CSA regulations. New Metric Media will instruct all contractors that the installation of said equipment must be in compliance with all manufacturer's warranty requirements as well. It is understood by New Metric Media that the dollar value of the supply and installation of the above is in the range of \$\$35,000 - \$40,000 + HST.

The City of Greater Sudbury (the "City") acknowledges the donation by New Metric Media and will supply the labor and materials and costs associated with the site work and installation of safety surfacing for the above-noted equipment. The City will ensure the installation is in compliance with all appropriate regulations, such as those found in the CSA regulations. Once constructed, the City assumes all operating costs moving forward with said Project.

### **Indemnity Clause**

- 1) New Metric Media shall defend, indemnify and save harmless the City, its officers, employees or agents from and against any and all claims, actions, losses, expenses, costs or damages of every nature and kind whatsoever resulting from or connected with the Project to the extent that they are directly caused by:
  - (a) Breach of this Agreement by the Constructor, its officers or employees; or
  - (b) A willful misconduct on the part of the Constructor, its officers, or employees.
- 2) Without limiting the generality of the foregoing, the Constructor shall also defend, indemnify and save harmless the City from and against all actions, claims and demands whatsoever which may be brought against or made upon the City for the infringement of or use of any intellectual property rights including any copyright or patent arising out of the reproduction or use in any manner of information of any kind whatsoever furnished by the Constructor in the performance of this Agreement.

- 3) New Metric Media shall provide or ensure that its contractor provides to the City a certificate of insurance completed by its insurer providing proof of a minimum of \$2,000,000 of CGL liability coverage, in the City's standard form, or using an insurance companies authorized certificate of insurance document signed by an authorized representative of the insurance company, which shows that the policy or policies placed and maintained by it complies with this requirement and identifying the City of Greater Sudbury as an additional insured with respect to this project.

The parties have signed this Agreement.

NEW METRIC MEDIA INC.

By:  mark montefiore (Apr 20, 2021 11:54 EDT)

CITY OF GREATER SUDBURY

By: \_\_\_\_\_