

## **TERMS & CONDITIONS FOR BUSINESS MEMBERS LIVE GREEN PERKS PROGRAM**

1. The Live Green Perks Program (the 'Program') is part of the City of Toronto's Live Green Toronto Program. The Program is administered by the City of Toronto's Environment and Energy Division (the 'City'). The Program connects approved retailers, service providers, distributors and other eligible businesses (the 'Business') with individuals who hold valid Live Green Cards or Live Green Perks apps (the 'Users'). Users receive a City-approved exclusive promotion, special offer and/or direct discount when they shop at an approved Business.

### **Eligible Business**

2. To be eligible to participate in the program, the Business must:
  - i. Be located (store, office, or building) in the City of Toronto; and
  - ii. Have accounts (tax and utility bills) in good standing with the City.

### **Business Approval Process**

3. To be approved, the Business is required to:
  - i. Complete the Program Business Application form;
  - ii. Complete the Program Business Assessment form;
  - iii. Provide and commit to the program pledge, or a self-created statement, to continuously green its operations
  - iv. Offer a City-approved exclusive promotion, special offer, and/or direct discount on an environmentally friendly product(s) and/or service(s) to Users; and
  - v. Accept the terms and conditions contained in this agreement.
4. The Business is not deemed part of the Program until:
  - i. The business delivers a signed application to the City; and
  - ii. The City agrees to accept the Business and notifies the Business in writing.
5. The City reserves the right to refuse any applicant that does not meet the Program Terms and Conditions to its satisfaction.
6. The Business' participation in the Program will be for a one year period and commence on a date specified by the City. Renewal on an annual basis will be automatic unless either party notifies the other, in writing, that the participation will end on a specified date. The City may also terminate the Business' participation in without notice in accordance with s. 15.

### **Business Participation**

7. In addition to the requirements noted in s. 3., each approved Business must assume all financial and other responsibility to:
  - i. Provide a City-approved exclusive promotion, special offer and/or direct discount on an environmentally friendly product(s), and/or service(s) to Users;

- ii. Assist with promotion of the Program by posting all Program materials including signs, posters, advertisements, and all other forms of publicity or materials in relation to the program provided by the City at its entrance(s) and points of sale;
- iii. Recognize the value of the City's and Program's contribution where appropriate by affixing to the Business' written information, signs, posters, advertisements, website, and all other forms of publicity or materials in relation to the Program, an acknowledgement of the City and the Program including name, trademarks, and official marks in the form approved by the City;
- iv. Provide the City with Business artwork, logos, and written information for the Program web portal, app, and any other communications material(s);
- v. Collaborate with the City or agent of the City in other future Program offerings such as water and energy efficiency auditing and/or the creation of an environmental management system;
- vi. Notify the City in writing of any changes to the exclusive promotion, special offer, and/or direct discount for the product(s) and/or service(s) that were the basis for the City's approval of the Business' participation in the Program;
- vii. Notify the City in writing if the Business will no longer be part of the Program;
- viii. Notify the City in writing of any changes to the information provided in the Program Business Application form, including but not limited to legal or business name, address, principal ownership, or ownership structure, phone number and web address.

### **City Participation in the Program**

- 8. The City will:
  - i. Manage and administer the Program
  - ii. Provide posters, identifiers, point-of-sale materials and any other printed communications for the Program to the Business at the discretion of the City;
  - iii. Offer Program web page(s) that will list and describe the Business' participation in the Program; and
  - iv. Develop and deliver City media release(s), advertisements, public engagements, and any other communications material(s) required for the Program.
- 9. The City may also:
  - i. Work collaboratively with the Business to help develop media release(s) and any other communications material(s) required for the program
  - ii. Provide support communications such as newsletters, pertaining to the Program, Business and Live Green Toronto users;
  - iii. Provide additional partnerships, sponsorships, and any other agreement opportunities to the Business that are of interest to the Program and the City; and
  - iv. Offer the business value-added services related to the Program, such as water and energy efficiency auditing or creation of an environmental management system.

### **Provisions of Information to the City**

- 10. The City shall be entitled to use any information, photographs and other data concerning an approved Business in any report and/or promotional materials produced by and/or for the City and the Program.

## **Indemnification**

11. The Business will at all times indemnify and save harmless the City of Toronto, and any and all of its employees, officers, contractors and/or agents from and against any and all manner of claims, demands, losses, costs, charges, actions and other proceedings whatsoever, (including those in relation to copyrights and trademarks) made or brought against, suffered by or imposed on any of them in relation to or arising in any way from any loss, damage, or injury (including fatal injury) to any person or property directly or indirectly arising out of or sustained as a result of, or incidental to, the Business' participation in the Program.

## **Communications and Dissemination**

12. The Business shall not use, publish or distribute to the public directly or indirectly, in print form or any other form of communication or media, any material or communication containing the City of Toronto, Live Green Toronto or the Program name, trademarks, official marks, or other intellectual property of the City or attribute to the City, Live Green Toronto, or the Program any statement, position, opinion or comment regarding this Program, without the prior written approval of the City.

## **Changing the Terms and Conditions**

13. The Program is subject to change without notice, including, without limitation, the addition or deletion of any participating Business.
14. The City reserves the right in its discretion to suspend or terminate at any time the Program if the Program is materially affected by local conditions or government action, unavailability of promised funds, Council decision, or for any other cause. The City will advise the Business of this decision as soon as reasonably possible.
15. The City reserves the right to terminate or temporarily suspend from the Program any Business that breaches these Terms and Conditions
16. If the Program terms and conditions change the Business will be advised in writing.
17. The City will not be liable for any loss, costs, or damages suffered or incurred by the Business or any other party by reason of any change to the terms and conditions contained in this agreement.

## **Compliance with Laws**

18. The Business, its employees and agents of the Business shall comply with all applicable laws, by-laws, regulations, orders, directives, requirements and policies of the federal, provincial, and municipal governments, including the City, and all applicable court orders, judgements and declarations of a court or tribunal of competent jurisdiction, including, without limitation, those laws and regulations applying to building methods and health and safety (collectively referred to as "Laws").
19. Failure to comply with Laws may result in termination by the City and the Business' participation in the Program.

## **Other Terms**

20. It is acknowledged that the Business is an independent business and that nothing in this Agreement shall be deemed to constitute the Business an agent, partner, or joint adventurer with the City, or to give the Business the authority to bind the City or otherwise make the City liable to any third party.
21. The City makes no endorsement, representation or warranty, express or implied, relating to the competence, quality, or suitability of any Business or the product or service offered by the Business as part of the Program.
22. The Business agrees to act diligently, co-operatively, ethically, honestly, and in good faith in undertaking, performing, fulfilling, and discharging its responsibilities as a Business participating in the Program and in all its dealings with customers and the City in respect of the Program.
23. These terms and conditions supersede all prior agreements and undertakings, whether oral or written, relative to the subject matter hereof.
24. When communications are required to be in writing, electronic or facsimile correspondence is acceptable.
25. If any of these terms and conditions are held to be invalid or unenforceable, the remaining provisions are not affected and are valid and enforceable.

## **Collection, Use and Disclosure of Personal Information**

The *Municipal Freedom of Information and Protection of Privacy Act* (the "Act") applies to all information collected by the City. The information will only be collected, used and disclosed in accordance with the Act. Information the Business supplies to the Environment and Energy Division's Live Green Perks program will be collected and used for the proper administration of the Program and will not be shared with any other Business or City Division. Questions about this collection can be directed to the Manager, Partnerships & Innovations, Environment and Energy Division, 55 John St. 2<sup>nd</sup> floor, Toronto, Ontario, M5V 3C6. Telephone 416-392-2984.

**Acceptance of Terms and Conditions**

The Business hereby acknowledges that in return for participation in the Program, it is required to abide by the terms and conditions described above. Failure to comply with these terms and conditions may result in termination of its participation in the Program.

I confirm I have authority to bind the Business to the Terms and Conditions of the Live Green Perks Program.

Name (print): \_\_\_\_\_  
First Middle Last

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
Month Day Year