Tap 50:50 Event Consultants Ltd. (“**Lessor**”) and Lessee (defined in Schedule A) (collectively, the “**parties**”) wish to agree to enter into this lease agreement (this “**Agreement**”) and the parties agree as follows:

1. Lease. Lessor shall lease the equipment (the “**Equipment**”) set out in the quote attached hereto as Schedule A (the “**Quote**”) to Lessee for the Term (defined in Schedule A) in exchange for the consideration set out in the Quote. For greater certainty, the Quote shall form part of this Agreement.

2. Delivery of Equipment. Lessor will deliver the Equipment to Lessee for use as contemplated by this Agreement no later than \_\_2\_ day(s) before the commencement of the Term. All shipping costs shall be the responsibility of Lessee; Lessor shall invoice Lessee for shipping costs.

3. Damage. Upon delivery, Lessee assumes the risk of loss or damage for Equipment and Lessee shall be held liable and responsible to Lessor for the full value of the Equipment in the event of loss or damage, from any cause whatsoever until all of Lessee’s obligations under this Agreement have been fulfilled. Lessee will promptly notify Lessor of any such loss or damage and of any insurance claims pertaining to the Equipment.

4. Raffle Ticket Pricing. Lessor has the right to refuse services if agreement on raffle ticket pricing between lessor and lessee cannot be agreed upon. Lessor also the right to refuse services if agreement on the rules of play between lessor and lessee cannot be agreed upon.

5. Licence. Lessee is granted a limited, non-exclusive right to use all software included in the Equipment (the “**Licensed Software**”) for the Term for the purpose of using the Equipment to operate a raffle (defined in Schedule A); included in this licence shall be the right to access Lessor’s software/raffle management platform via a web portal. For security reasons Lessee may only upload/download/install programs onto the Equipment that has been authorized by Lessor. Lessee may not write code onto or get code written for the Equipment prior to, during or following the Term or the termination of this Agreement.

6. Proprietary Rights. Lessee acknowledges that the all intellectual property rights in and to the Equipment (including copyright, trademark, industrial design, patent, or any other intellectual property right), the Licensed Software, and all related information are the sole property of Lessor. Lessee further acknowledges that the Equipment and the Licensed Software contains trade secrets of Lessor and that the Equipment and the Licensed Software is protected by Canadian and international copyright and other intellectual property laws and treaties. Lessee bears all risk of loss of the Equipment and the Licensed Software while it is in Lessee’s possession or under Lessee’s care and control. Lessee agrees to notify Lessor immediately of the unauthorized possession or use of the Equipment and/or the Licensed Software. Lessee will promptly furnish full details of such unauthorized possession or use to Lessor, will assist in preventing the recurrence of such possession or use, and will cooperate, at Lessee’s expense, with Lessor to protect Lessor’s proprietary rights, including any intellectual property rights.

7. Breaches of Agreement. Lessee acknowledges and agrees that the Licensed Software is of an extraordinary and unique character and that the injury which would be suffered by Lessor in the event of a breach by Lessee of any of its obligations hereunder would be irreparable and otherwise of a character which could not be fully compensated for solely by recovery of monetary damages. Accordingly, Lessee agrees that, without in any way limiting the other rights or remedies of Lessor, Lessor shall be entitled to apply to obtain equitable relief, restraining order, injunction, decree, or remedy, as may be appropriate to restrain any breach or threatened breach of this Agreement.

8. Default. Lessee will be in default (“**Default**”) of this Agreement if Lessee fails to comply or breaches any provision in this Agreement and such failure continues for five (5) days after Lessor notifies Lessee in writing of such breach.

9. Consequences of Default. Where there is a Default, then:

1. Lessee shall disassemble and pack the Equipment and make it available to Lessor for its collection at a designated place reasonably convenient to both parties.
2. Lessee agrees to immediately pay Lessor for all of Lessor’s expenses and costs incurred in relation to its collection of the Equipment and any expenses related to the Default and the termination of this Agreement (including legal and other professional fees).

10. End of Term. At the end of the Term, Lessee shall disassemble and pack the Equipment and ship the Equipment (at the cost of Lessee) to Lessor at such location as indicated in writing by Lessor. If this is not done within two (2) business days following the end of the Term, Lessee agrees to immediately pay Lessor for all of Lessor’s expenses and costs incurred in relation to its collection of the Equipment and any expenses related to the Default and the termination of this Agreement (including legal and other professional fees).

11.   Indemnity.  Lessee indemnifies the Lessor from all losses, claims, costs, expenses, damages, actions and liabilities whatsoever, including legal fees on a solicitor and own client basis, in connection with or arising from this Agreement, any payments made under it, the Lessor’s electronic raffle system, online purchasing platform, and random number generator related to the Equipment and the Licensed Software.  Lessee also hereby covenants that it is in compliance with Canada's Anti-Spam Legislation, S.C. 2010, c. 23, any related regulations or amendments thereto ("**CASL**"); Lessee covenants and agrees to defend, indemnify and hold harmless Tap 50:50, including its directors, officers, employees, and agents, from and against any and all complaints, claims, actions, costs, penalties, expenses, or demands resulting from, and/or arising out of, Licensee’s violation of CASL, including, but not limited to, any and all regulatory proceedings, warrants, preservation demands, disclosure requests, compliance notices, administrative monetary penalties, fines, damages, injunctive relief, class actions, legal fees, expert fees and disbursements.

12. Sublease. Lessee will not sell, sublease, sublicense, transfer or otherwise dispose of or give up possession of the Equipment, the Licensed Software, or any part thereof of either, or Lessee’s interests in any of it, without prior written consent of Lessor.

13. Force Majeure. Lessor shall not be liable for failure to deliver for any reason beyond Lessor’s control, including without limitation, any act or occurrence that would generally be considered to be a force majeure event.

14. Warranty. Lessor warrants that the delivered Equipment shall be in good working order, free of parts that are defective in material or workmanship. Lessor’s sole obligation under this warranty is limited to correcting any defect or failure and/or replacement of the defective parts or material without charge to Lessee.

15. Limitation of Liability. THE MAXIMUM AGGREGATE LIABILITY OF LESSOR, ITS OFFICERS, DIRECTORS. SHAREHOLDERS, EMPLOYEES AND AGENTS UNDER THIS AGREEMENT FOR ALL LOSSES, DAMAGES, EXPENSES, COSTS, ETC. INCURRED BY LESSEE PURSUANT TO THIS AGREEMENT, WHETHER UNDER CONTRACT, TORT (INCLUDING WITHOUT LIMITATION, NEGLIGENCE, AND STRICT LIABILITY), EQUITY, BY STATUTE, OTHER LEGAL THEORY, OR OTHERWISE, HOWSOEVER ARISING, SHALL BE LIMITED TO THE CONSIDERATION PAID BY LESSEE TO LESSOR AS CONTEMPLATED HEREIN. NO ACTION OR PROCEEDING RELATING TO THIS AGREEMENT MAY BE COMMENCED BY LESSEE MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION ARISES. IN NO EVENT SHALL LESSOR BE LIABLE TO LESSEE OR TO ANY THIRD PARTY PURSUANT TO THIS AGREEMENT FOR ANY AMOUNTS REPRESENTING LOSS OF PROFITS OR REVENUES HOWSOEVER ARISING; SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES EVEN IF ADVISED OF THE POSSIBILITY OF SAME.

16. Data Loss. Lessor is not responsible for loss of data, program changes, or incorrect totals or results for any reason whatsoever after the original program is installed.

17. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all other prior agreements, representations, warranties, statements, promises, whether oral or written, express or implied, with respect to the subject matter hereof.

18. Amendment. This Agreement may not be amended or modified except by written agreement signed by Lessee and Lessor.

19. Survival. All of Lessee’s obligations under this Agreement will survive the termination of this Agreement to the extent required for their full observance and performance.

20. Waiver. No waiver of any default under this Agreement or any of Lessor’s remedies will be effective unless in writing. Any such waiver is not a waiver of any other later default, whether similar or not, or a waiver of Lessor’s right to exercise Lessor’s remedies in the future.

21. Severability. Any provision of this Agreement, or portion thereof, which is unenforceable in any jurisdiction will, be ineffective only to the extent of such unenforceability without invalidating the remaining provisions of this Agreement.

22. Governing Law. This Agreement shall be construed and governed in accordance with the laws of Saskatchewan and the Parties attorn to the exclusive jurisdiction of the courts of Saskatchewan.

23. Notices. All notices or other communications between the parties under this Agreement must be in writing and given to the other party either personally (including by courier) or by mail or email at the addresses listed in Schedule A hereto.

24. Special Provincial Clauses. The following clauses shall apply to this Agreement:

1. Quebec. In the event that Lessee is a resident of Quebec, notwithstanding anything in this Agreement to the contrary, the contract evidenced hereby will be a contract of leasing as contemplated by Article 1842 of the Civil code of Quebec and Lessee declares and represents that Lessee chose the Equipment leased hereunder which will be used for the purpose of Lessee’s enterprise.

IN WITNESS WHEREOF the parties sign this Agreement this Agreement as of the \_26\_\_ day of \_\_\_April\_\_\_\_, 2019.

**TAP 50:50 EVENT CONSULTANTS LTD.**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: print name here

Title: print title here

**Charity Name Here**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name:

Title:

**SCHEDULE A**

**QUOTE 013119**

LESSOR’S INFORMATION:

Lessor: Tap 50:50 Event Consultants Ltd.

Contact Name: Sean O’Hagan

Email: sean@tap5050.com

Address: 808 King St., Saskatoon, SK, S7K 0N7

LESSEE’S INFORMATION:

Lessee: \_ Charity Name the “**Lessee**”)

Phone No: XXXXXXXXXX

Contact Name: XXXXXXXXXXX

Email: XXXXXXXXXXXX

Address: XXXXXXXXXX

TERM: The term of the lease agreement (the “**Term**”) shall be a period of five (5) days starting on \_\_\_August 9\_\_, 20\_19\_\_\_ and ending on \_August 12\_, 20\_19.

CONSIDERATION: Lessee shall pay to Lessor:

1. 15% of gross raffle sales

PAYMENT OF CONSIDERATION: All monies owed by Lessee to Lessor under the lease agreement shall be paid within 30 days of received invoice. Late charges of $50.00 per month will be applied to outstanding invoice if payment is not made within 60 days. Payment shall be made via wire transfer or check made out to Lessor.

**LESSOR SHALL PROVIDE:**

1. Tap5050 representative for on-call support during the festival hours.
2. Training on operation of terminals and raffle manager.
3. Use of Lessor’s terminals (up to 4) per day.
4. Paper requirements for terminals
5. RNG for choosing winner
6. Micro Website for display purposes
7. Ecommerce platform for online purchases

OTHER CONDITIONS:

1. Lessee will provide wifi for terminal use
2. All wiring and internal construction for purposes of communication will be the responsibility of Lessee.
3. Credit Card processing charges are not considered part of Tap50:50 fees. 2.9% plus 30 cents/transaction will be charged by the CC processor.

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessee’s initials

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Lessor’s initials