



CANADIAN PONY CLUB
CPC RIDING CENTRE AGREEMENT
Last Updated and Approved November 2023

Loyalty

Character

Sportsmanship

CPC RIDING CENTRE AGREEMENT

Between:

Canadian Pony Club
262106 Poplar Hill Dr,
Calgary, Alberta, T3R 1C7
(Hereinafter the "CPC")

-And-

(Hereinafter the "Facility")

WHEREAS the Canadian Pony Club ("CPC") is a non-profit corporation that provides the opportunity for youth in Canada to have a positive experience with horses by teaching proper horse care, responsibility, sportsmanship and good citizenship; for the enjoyment and/or for competitive success with horses;

AND WHEREAS CPC is the owner of a proprietary designation called "Canadian Pony Club Centre" (as amended and updated from time to time)

AND WHEREAS, the Facility has been approved to provide mounted and unmounted instruction consistent with the established curriculum of the CPC and be labelled a Canadian Pony Club Centre;

AND WHEREAS, the CPC and the Facility desire to enter into an Agreement whereby the Facility will teach the required curriculum, and be granted Canada Pony Club Centre status pursuant to the terms and conditions set forth below; and

NOW THEREFORE in consideration of the mutual covenants and agreements hereinafter contained and for other good and valuable consideration, the parties hereby agree as follows:

Rights Granted

1. CPC grants to Facility:
 - a. A non-transferable, non-exclusive right and license to deliver CPC curriculum and programming at the Facility.
 - b. For the duration and for the purpose of this Agreement only, a non-exclusive, non-transferable license to use CPC Intellectual Property and Trademarks (collectively defined in paragraph 24) owned by CPC.
 - c. A non-transferable, non-exclusive right and license to identify the Facility as a Canadian Pony Club Centre.

Consideration

2. The Facility will submit an administrative fee of one hundred dollars (\$100.00 CDN) immediately upon execution of this Agreement to its local CPC Region.



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Responsibilities of the CPC

3. CPC will:
 - a. Allow all riders at interested clients of the Facility, to become members of the CPC;
 - b. Reasonably assist Facility with any implementation issue of the CPC Pony Club Centre curriculum and programming encountered by Facility. At no time will reasonable assistance be interpreted to require CPC to pay any money;
 - c. List approved centres, including Facility, in the CPC Annual Directory and on the CPC National and Regional websites; and
 - d. Provide Facility with a sign to display and may advertise participation in the CPC Centre Program.

Responsibilities of Facility

4. Facility will:
 - a. Apply to be a CPC Pony Club Centre to provide CPC's curricula and programming at the Facility. The Application process is attached to this agreement as Appendix "A" – Centre Formation;
 - b. Agree to register with CPC, all CPC Pony Club Centre participants;
 - c. Oversee that each new Centre member will forward appropriate membership fees to the Regional treasurer
 - d. Keep records of testing results for the Centre members and forward a copy to the Regional Testing Chair
 - e. Use the examiners on the Regional examiner list to administer tests
 - f. Agree to CPC site visits, both announced and unannounced, to ensure their status as a Centre.
 - g. Assume the financial, administrative and organizational responsibilities of the implementation of CPC Pony Club Centre curricula and programming including, but not limited to, all taxes, fees, licenses, permits, staff, merchandise, equipment, insurance, vehicles and marketing;
 - h. Conduct its business in relation to all CPC Pony Club Centre curricula and programming in accordance with standard business practices;
 - i. Act in a manner that promotes a positive and professional public image of the CPC Pony Club Centre curricula and programming;
 - j. Operate and promote the CPC Pony Club Centre curricula and programming under the CPC approved name;
 - k. Track the number of participants attending the Facility and taking part in CPC Pony Club curricula and programming and disclose such numbers to CPC upon their request;
 - l. Upon being sent a renewal form, fill and return same to the Region along with the annual fee by January 31st;
 - m. Receive a sign to display, advertising participation in the CPC Centre Program. The sign remains the property of the CPC, and the Centre's status could be terminated, and the sign collected by the CPC at any time with or without cause;
 - n. Not run CPC sanctioned events or competitions without CPC written consent and sanction; and
 - o. Not fundraise under the CPC name.

Risks and Projections

5. Facility acknowledges that no employee, agent or representative of CPC has made any oral, written or visual representation or projection of actual or potential results related to the implementation of CPC curricula and programming.
6. Facility represents that it understands the risks of implementing CPC curricula and programming and is able to bear such risks. Facility acknowledges the success of CPC curricula and programming will depend primarily on Facility's own efforts and abilities.



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Membership

7. Clients of Facility under 25 years of age may join CPC as a CPC Active member. Clients of Facility who are over 21 may join as Horsemasters. No person can be an Active Member and a Horsemaster (HM) Member at the same time.
8. All clients of the facility who participate in CPC curricula and programming must register as a CPC member.
9. All membership applications will be submitted to the Region with the appropriate National and Regional Fee, which is established from year to year by the National Board of Directors; the Regional fee is set by the Regional Committee. The member will forward the CPC membership form to the Regional Membership Chair and fees to the Regional Treasurer.
10. CPC members must also be members of the Equine PTSO in the province or territory in which they reside. Some Equine PTSO's in Canada allow for CPC members to purchase and renew provincial memberships early (e.g., extended memberships in the fall of the current year) in order to facilitate processing well before the January 1st deadline. A photocopy or PDF of the membership card must accompany the CPC membership application. The membership will be valid when the completed application, fees and PTSO Membership card are received at the CPC Regional Level. The Centre membership will run through the end of the calendar year.
11. All members will pay their membership fees to the CPC Region in which they reside.

Equipment and Materials

12. CPC may require Facility to update or modify any and all CPC Riding Centre curricula and programming equipment or materials as is reasonably necessary in order to maintain proper operations and an aesthetic appearance and professional image. Within fourteen (14) days after receipt of written notice provided by CPC, Facility will fully implement and complete such changes.
13. Facility agrees to only use approved materials and products as specified by CPC while promoting and operating CPC curricula and programming. No materials, products, merchandise, supplies or items may be used by Facility while promoting and operating CPC curricula and programming unless first submitted to CPC for approval.
14. Facility agrees to inspect and ensure that all members, regardless of age, wear appropriate and CPC approved safety gear as indicated in CPC Rules and Policies (this includes helmets, footwear and safety vests), as updated from time to time.

Representations

15. Facility represents and warrants to the CPC that:
 - a. Facility is suitable for the CPC mounted and un-mounted curriculum and will be operated in accordance with generally accepted health and safety practices;
 - b. The person signing the Agreement on behalf of Facility has the authority to do so;
 - c. Facility complies with and will comply with all laws, rules, ordinances and regulations, including federal, provincial and local laws;
 - d. Facility will maintain all necessary insurance coverage as required hereinbelow, and will, upon request of the CPC, provide certificates evidencing such coverage and include the CPC as an additional insured;
 - e. Facility has not and will not take any action, or enter into any arrangement, which conflicts with or adversely affects the CPC's rights under the Agreement;



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- f. Facility will not fund raise on behalf of and/or in the name of the CPC, and will not open nor maintain any banking accounts under the Federal tax identification number of the CPC, nor apply for any tax identification number under the CPC, nor interfere with the maintenance or use of the CPC tax identification number; and
- g. All CPC events, competitions, championships, tests, and clinics run by Facility must be sanctioned by the CPC. Failure to seek and receive sanction for events may result in Facility losing its CPC designation.

Inspection

- 16. CPC representatives (Area Coordinator or designate) will have the right to conduct regular (at a minimum annually) facility site visits to complete the CPC Facility Profile & Safety Checklist in order to review the operations including equine management practices and determine whether Facility's offerings of CPC programmes are being conducted in accordance with this Agreement. In the event any such inspection indicates deficiency or unsatisfactory condition with respect to any matter required under this Agreement, CPC will notify Facility in writing of Facility's non-compliance. Facility will have thirty (30) days after receipt of such notice, to correct or repair such deficiencies.

Insurance

- 17. Facility and the Facility owner will obtain and maintain general liability insurance coverage, which will name CPC as an additional named insured, in the amount of at least five million dollars (\$5,000,000).
- 18. In addition to the insurance listed in section 17, Facility and its owner shall also adhere to possessing the following minimum insurance conditions:
 - a. Broad Form Property Damage;
 - b. Bodily Injury including Participants - Limit per activity \$2,000,000 (minimum);
 - c. Cross Liability;
 - d. Non-owned Automobile;
 - e. Tenants Legal Liability - Limit \$1,000,000;
 - f. Additional Insureds with respect to Liability arising out of the operations of the named insured are Canadian Pony Club (CPC) and its affiliate Regional and local clubs, CPC Officials, Stewards, Course Designers, Volunteers; and
 - g. Waiver of subrogation clause against Canadian Pony Club.

Term

- 19. This Agreement will commence on the date of execution of this Agreement. This Agreement may be extended at the end of each calendar year by mutual written consent of the Parties upon the Facility renewing.

Termination of Agreement

- 20. Either Party may terminate this Agreement upon sixty (60) days' written notice to the other Party of its intention to terminate this Agreement, which will terminate accordingly.
- 21. CPC may terminate this Agreement with no notice in accordance with the following conditions:
 - a. Facility action(s) constitutes an imminent danger to the public health relating directly to CPC Pony Club Centre curricula and programming;
 - b. Facility intentionally, and without authorization, discloses or uses CPC Intellectual Property and Confidential Information;
 - c. Dissolution of Facility as an independent legal entity (riding stable and/or equine facility);
 - d. Inability of Facility to provide mounted and un-mounted instruction consistent with the established CPC's curriculum;
 - e. Failure to pay the initial fee and or renewal fee, as shall be promulgated by the CPC;



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- f. Failure to maintain a minimum of one Centre member (active member or horsemaster);
 - g. Failure to maintain liability insurance coverage as hereinabove provided;
 - h. Failure to abide by and comply with all laws, rules, ordinances, and regulations, including federal, provincial and local laws;
 - i. Failure to conform to the bylaws, policies, guidelines, rules and/or regulations governing Pony Club Centre Programs;
 - j. Failure to reflect well on CPC and its goals and mission statement.
 - k. Breaches of the obligations of this Agreement, or any other agreement between and/or among the CPC and Pony Club Centre and Facility, and failure to cure such breach within thirty days after written notice; or
 - l. The Centre Program Administrator, Facility Owner and/or Manager is convicted of fraud, misappropriation, embezzlement, animal cruelty, or a crime involving moral turpitude or dishonesty bearing on the instruction of youth.
22. Facility may terminate this Agreement, upon sixty days written notice, if CPC breaches this Agreement and fails to cure its breach within thirty days written notice from Facility to CPC.
23. This Agreement may be terminated upon mutual written consent of the CPC and Facility.

Conditions Following Termination

24. In the event this Agreement is terminated, Facility will:
- a. Pay all monies owed in accordance with this Agreement up to the date of termination;
 - b. Immediately cease using CPC Intellectual Property;
 - c. Immediately cease using any materials bearing CPC Pony Club Centre curricula and programming-related Intellectual Property; and
 - d. Upon demand by the CPC, Facility shall surrender to CPC any and all documents, records and/or property that may be in Facility's possession or control regarding Membership information and/or CPC property including, but not limited to, the CPC Centre sign, upon the termination of Facility's relationship with CPC.
25. Upon termination of this Agreement for any reason, Facility will either continue in force liability insurance coverage, or if such coverage is not in place, Facility will pay for all of the cost of purchasing extension period coverage ("Tail Coverage") as described below, to assure that liability insurance coverage in the amounts required under this Agreement is maintained for claims made at any time related to an occurrence during the term of this Agreement. Facility agrees that Facility shall immediately inform CPC in writing of any and all changes in Facility's liability coverage or carrier which affects Tail Coverage, and Facility hereby authorizes the insurance carrier to release to the CPC information concerning such insurance.

Confidentiality

26. Facility acknowledges that CPC curricula and programming includes confidential and proprietary information, including, but not limited to, procedures, business methods, forms, policies, marketing and development plans, advertising programs, creative materials, methods and plans, trade secrets, knowledge, techniques and information that is not generally or publicly known which was learned, discovered, developed, conceived, originated, or prepared by CPC under this Agreement (collectively "Confidential Information").
27. Facility will not, either during the term of this Agreement or at any time thereafter, disclose, publish, communicate or divulge to any third party, unauthorized party, firm, corporation or parties any CPC Confidential Information or any CPC curricula and programming.



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Intellectual Property and Proprietary Rights

28. All rights in CPC's trademarks, service marks, logos, trade names, business names and brands belonging to CPC (collectively "CPC Trademarks"), patents, registered designs, rights in any format or presentation (including its look, feel, visual or other non-literal elements), trademarks, trading, business or domain names and e-mail addresses, copyrights (including any such rights in typographical arrangements, websites or software) whether registered or not and any applications to register or rights to apply for registration of any of the foregoing, rights in inventions, know-how, trade secrets and other confidential information, rights in databases and all other intellectual property rights (registered or unregistered) of a similar or corresponding character which subsist now or in the future in any part of the world, (collectively "CPC Intellectual Property") is and will remain the property of CPC and nothing in this Agreement will imply any transfer of ownership, right, title or interest in respect of such CPC Trademarks or CPC Intellectual Property apart from the license granted herein.
29. Copyright and any other intellectual property rights in all written material (including material in electronic format), software, databases and other works produced by Facility during the term of this Agreement, or otherwise produced in connection with this Agreement and in which uses CPC branding and/or CPC content of any sort, will be owned solely by CPC, who will have the right to use, reproduce or distribute such material and works, or any part thereof, for any purpose it wishes.
30. Facility agrees not to register or claim any rights in respect of CPC Trademarks or CPC Intellectual Property.
31. Facility agrees to notify CPC upon any actual, threatened or suspected infringement of the CPC Trademarks or CPC Intellectual Property of which it becomes aware.
32. Facility will not use any promotional material, internet inventory, printed materials or literature that contain CPC Trademarks or CPC Intellectual Property and / or use any material in any form and by any format that is directly concerned with this Agreement, or make any announcement in relation to the other party or this Agreement without the prior written consent of the CPC, or in any way that is not expressly laid out in this agreement.

Assignment

33. Neither party will assign, either directly or indirectly, any obligation or entitlement that it has under this Agreement without express written consent from the other, such consent not to be unreasonably withheld or delayed.

Independent Contractor, Agency and/or Partnership

34. Facility acknowledges and accepts that, for the purposes of this Agreement, Facility is its own entity in law.
35. Nothing in this Agreement will be construed as making the Parties partners or in a joint venture.
36. The Parties agree not to represent themselves, as the agents of the other party and under no circumstance will either party have the authority to bind the other party or represent themselves to any third party as having such authority.

Liquidated Damages, Liability and Indemnity

37. In the event of a breach of this Contract by Facility, Facility shall pay the CPC an amount equal to Facility's renewal fee for the year preceding Facility's breach of this Contract plus any costs incurred by the CPC in enforcing this Agreement, as liquidated damages. Facility further agrees that in no case shall the liquidated damages owed to CPC be less than the above stated amounts. The parties acknowledge and agree that such liquidated damages are appropriate and reasonable because actual damages to CPC might otherwise be difficult to determine at the time



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of any such breach. For purposes of this Section, breach shall be defined as failure to perform any duty required by this Contract.

38. In the event of a breach of this Contract by the CPC, the CPC shall pay Facility an amount equal to the Facility's renewal fee for the year preceding CPC's breach of this Contract, as liquidated damages. CPC further agrees that in no case shall the liquidated damages owed to the Facility be more than an amount equal to the Facility's renewal fee for the year in which CPC's breach of this Contract occurs. The parties acknowledge and agree that such liquidated damages are appropriate and reasonable because actual damages to the Facility might otherwise be difficult to determine at the time of any such breach. For purposes of this Section, breach shall be defined as failure to give termination notice as otherwise required by this Contract.
39. Neither party accepts any liability whatsoever whether in contract, tort or otherwise for any (a) loss of profits; (b) loss of sales; (c) loss of turnover; (d) loss of bargain; (e) loss of opportunity; (f) indirect or consequential loss or damage howsoever caused and whether or not either party was aware or should have been aware of the likelihood of such loss or damage.
40. Facility will indemnify and hold harmless CPC and its members, agents, invitees, guests, directors, instructors, volunteers and staff (collectively the "CPC Indemnified Parties") from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons (collectively the "Losses") and will defend, indemnify and hold harmless the CPC Indemnified Parties, or any of them, 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, reasonable legal fees and disbursements) of or by anyone whatsoever (collectively the "Damages"), resulting from, or arising out of, directly or indirectly:
 - a. Any negligent act or omission or wilful misconduct of Facility or its directors, officers, servants, subcontractors, employees or any other persons for whom in law Facility is responsible who are acting under Facility's direction or supervision; or
 - b. Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of Facility.
41. CPC will indemnify and hold harmless the Facility and their members, agents, invitees, guests, directors, instructors, volunteers and staff (collectively the "Facility Indemnified Parties") from and against any and all Losses and will defend, indemnify and hold harmless the Facility Indemnified Parties, or any of them, from any and all Damages, resulting from, or arising out of, directly or indirectly:
 - a. Any negligent act or omission or wilful misconduct of CPC or its directors, officers, servants, subcontractors, employees or any other persons for whom in law CPC is responsible who are acting under CPC's direction or supervision; or
 - b. Any breach of any term, obligation, requirement, covenant or condition of this Agreement on the part of CPC.
42. The obligation to indemnify identified in section 41 shall survive the expiration or termination of the Agreement and the CPC's use of the Facility.

Dispute Resolution

43. The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the parties. If a mediated resolution of the dispute cannot be achieved within 30 days of initiating mediation, the parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the two Parties, and such arbitration will proceed in accordance with the relevant and applicable arbitration legislation in the province(s) where Facility is situated.



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Notices

44. Notices required pursuant to this Agreement will be sent to the parties at their respective addresses shown above, by mail, email or facsimile transmission.

General

45. This contract shall be governed and interpreted by and construed pursuant to the laws of the applicable province without regard to principles of conflict of laws.

46. No failure or delay by the Parties in enforcing any right or remedy in this Agreement will be construed as a waiver of any future exercise of such right or remedy.

47. 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.

48. 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.

49. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.

50. This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.

51. The termination of this Agreement, for whatever reason, will not terminate any provision, which is expressly provided to continue in force after such termination.

IN WITNESS WHEREOF the parties hereby agree to abide by the terms and conditions outlined in this Agreement.

The parties have signed this Agreement the _____ day of _____, 202____.

Canadian Pony Club

Regional Chair (Name)

Facility Owner/Lessor (Name)

Regional Chair (Signature)

Facility Owner/Lessor (Signature)

CPC National Office (Administrator or Designate)

CPC National Office (Signature)



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APPENDIX A – CENTRE FORMATION

To become an approved CPC Riding Centre, the owner/operator or Lessor of the facility must fill out the Application for Consideration and return it to the Regional Chair. The short application process will act as a means for CPC to verify that the facility meets the criteria required to provide quality equine training consistent with the CPC curriculum and standards. A minimum of one prospective active member will be required to start a Canadian Pony Club Centre program.

Upon receipt of the Application for Consideration, the Regional Chair will forward the Application to the designated Area Coordinator. The Area Coordinator will contact the facility to discuss the information on the Application and the viability of the CPC program operating at the facility. If the Facility, the Regional Chair and the Area Coordinator feel confident that a CPC program would be a suitable fit with the facility, a site visit will be scheduled. During this mandatory visit the Area Coordinator and a designated Facility representative (the Centre Administrator) will complete the CPC Centre Facility Profile & Safety Checklist and discuss the outcome. Any discrepancies must be corrected in order for the process to continue. Any deviations from this Checklist during the length of the Contract, must be reported as soon as possible and within a reasonable timeframe to the Area Coordinator or the Regional Chair. Should the facility be found to be suitable and have the administrative capacity to teach the required curriculum, the Area Coordinator will make a recommendation to the Regional Committee that they recommend to the CPC Board of Directors or Management Committee that CPC Centre status be granted to the facility.

Following a recommendation from the Region to grant recognition, the Region will forward the CPC Riding Centre Agreement to the facility for their signature. The agreement is to be signed and returned to the Regional Chair, with proof of insurance and the initial fee sent to the regional treasurer. The regional chair will sign the contract, and forward all pertinent information to the National Office. The National Administrator will also sign the agreement. Once the CPC National office receives the properly executed contract and proof of insurance, the facility will be put forth to the CPC Board of Directors or Management Committee for recognition. Upon approval from the Board, a letter approving the facility and authorizing the Centre to begin CPC activities will be sent to the facility.

Membership recruitment for the CPC program may begin after the letter of authorization has been received by the Facility. The Area Coordinator will also schedule follow-up visits for continued program evaluation and support. Centres may at any time be visited by the Area coordinator who will provide assistance and support as needed.

Centres will be listed in the CPC Annual Directory and on the CPC and Regional websites. The Facility will also receive a sign to display and may advertise participation in the CPC Centre Program. At the beginning of each new year, the Centre will be sent a renewal form, which must be filled out and returned to the Regional Chair along with the annual fee plus proof of insurance by January 31st. The CPC Area Coordinator or designate will interface with CPC, help with the Centres' start-up, and answer questions the Centre members may have about operations. The Area Coordinator will re-visit the Facility periodically and is available for advice and assistance if required.

Centre members have the same rights and obligations as Branch members. This includes but is not limited to participation in Regional and National events and access to CPC educational and testing materials.



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Centre members may visit neighbouring CPC Branches as 'visiting' members by invitation and approval of both the Centre Administrator and the DC of the local Branch. If the Centre has indoor activities during the winter, they may be happy to open them to the local Branch members. This would be done in collaboration with the local DC. It is beneficial to both groups if the Centre can develop a relationship with a local Branch, as examiners can be shared and un-mounted trips to big events or other attractions, etc., can be combined to save costs and allow interaction of the members.