

## Sunshine Coach Terms & Conditions

- 1.** The Recipient Organization will share in paying half the cost of the vehicle. A deposit of 30% of their half is required to be paid if their application is approved. The balance will be due prior to the delivery of the vehicle.
- 2.** The Recipient Organization will assume all responsibility and ownership for the Vehicle and agrees to indemnify and hold harmless Variety and Variety International, their directors, employees, agents, tenants, invitees, and licensees from and against any and all claims, demands, actions, causes of action, costs, losses, liabilities, awards, proceedings or expenses which they suffer or incur or are liable for by reason of the operation of the vehicle or the acts or omissions of the recipient organization or those for whom it is at law responsible in connection with the vehicle or arising out of any default by the recipient organization under this agreement.
- 3.** The Recipient Organization warrants and represents to Variety that, as of the date of execution of this Agreement:
  - a.** The Recipient Organization is a society duly incorporated and validly subsisting under the laws of British Columbia and is a federally registered charity with Canada Revenue Agency;
  - b.** The Recipient Organization has full corporate power and authority and legal right to buy and operate the Vehicle and to enter into and perform its obligations under this Agreement;
  - c.** The Recipient Organization has sufficient funds to provide qualified, properly trained and licensed drivers, and to cover the insurance, ongoing maintenance and operating costs of the Vehicle, and all of the Recipient Organization's other obligations under this Agreement; and,
  - d.** The Recipient Organization has a valid National Safety Code Certificate.
- 4.** The Recipient Organization covenants and agrees that:
  - a.** The Recipient Organization will ensure that the Vehicle are operated only by qualified, properly trained and licensed drivers, who have read and understood the Vehicle's manual (the "Manual")
  - b.** The Recipient Organization will obtain and maintain full insurance coverage from a reputable insurer or insurers for the Vehicles, including property damage and public liability coverage, and will not use or permit the Vehicle to be used in any manner or for any purpose which does not comply with the provisions of said insurance;
  - c.** The Recipient Organization will maintain a valid National Safety Code Safety Certificate, and will ensure that the vehicle is operated safely, and in compliance with all national, provincial and local laws, regulations, and rules; and,
  - d.** The Recipient Organization will maintain the vehicles in good mechanical condition conforming with the Manual and all local motor vehicle rules and regulations, and ensure that the vehicle passes an inspection annually.
  - e.** The Recipient Organization will sign and adhere to Variety's Code of Conduct on behalf of all that drive the vehicles
- 5.** The Recipient Organization will prominently display and maintain in readable condition the Variety logo and names of the Variety Sunshine Coach Donors on the Vehicle. The Recipient Organization will not display any additional lettering and/or logos without the prior written approval of Variety.

**6.** The Recipient Organization will complete and submit to Variety a Sunshine Coach Evaluation Reports, including current photos of the four sides of the Vehicle as requested, on an annual basis at the request of Variety.

**7.** The Recipient Organization will use the Vehicles only for activities related to children (child is defined as anyone under the age of 19 years) and designated caregivers.

**8.** The Recipient Organization agrees and understands that it is a condition of purchasing the vehicles that it will NOT be sold or transferred. When the vehicle is no longer required by the recipient organization either through age or change in circumstance, or whenever Variety requests with cause, the Vehicle must be given to Variety for disposal. Variety will divide proceeds from the disposal equally between the Recipient Organization and the Sunshine Coach Fund.

**9.** The Recipient Organization will deliver letters of thanks to Variety for its Sunshine Coach Donors, including a brief statement indicating how the Vehicle will be used, within 10 business days of the execution of this Agreement.