

## Non-Profit Organization and Registered Charity Transit Fares Agreement

By submitting your completed application for consideration by HRM as part of the Non-Profit Organization and Registered Charity Transit Fares program (the “**Program**”) you agree that:

- (1) you are a registered charity or non-profit organization, as defined in Schedule 1 of the Halifax Regional Municipality (“**HRM**”) By-Law U-100 (the “**By-Law**”), that you will maintain such status for the Term (as defined below), and that you will inform HRM immediately of any change to your status;
- (2) aside from your application to the Program, you may be eligible to receive up to 60 free Halifax Transit tickets or electronic fares per each calendar year, commencing January 1<sup>st</sup> and ending December 31<sup>st</sup> (the “**Term**”) and you must contact HRM to receive further information regarding your eligibility for these free tickets;
- (3) either you or HRM may terminate your participation in the Program by providing not less than 30 days written notice of such termination;
- (4) you are purchasing Halifax Transit tickets or fares (collectively the “**Tickets**”) under the Program for the sole purpose of distributing such Tickets free-of-charge to your volunteers or clients or similar recipients of your choosing and such tickets shall not be provided by you to your employees;
- (5) Tickets are only available for purchase in 10-Ticket increments and single Tickets are not available for purchase under this Program;
- (6) the price of each 10-Ticket increment, available for adults and for seniors and youth shall be as set forth in the By-Law;
- (7) the minimum purchase of Tickets under the Program, per application, is 5 packages of the 10-Ticket increments (i.e. a minimum purchase of 50 Tickets);
- (8) you must submit an application each time you wish to participate in the Program and purchase Tickets;
- (9) once you have submitted an application, your application will be reviewed by HRM and you will be issued an email, to the address provided in your application, advising you of (i) your approval to purchase Tickets in accordance with this Agreement, and your service request number; or, (ii) your denial (and an overview of the applicable reasons) to purchase Tickets;
- (10) your approval email shall advise you of the HRM location(s) where you shall attend in-person, with your service request number, to purchase and obtain the Tickets and the methods of payment acceptable to HRM for purchasing the Tickets;

- (11) all information submitted by you to HRM prior to, or during, your participation in the Program is true, accurate, and prepared in good faith to the best of your ability, skill, and judgment;
- (12) you will maintain, during the Term, a complete and accurate set of records with respect to your purchase of the Tickets, such that HRM may, upon reasonable notice, inspect such records for the purpose of ensuring adherence by you to the Program;
- (13) you shall indemnify and save harmless HRM, its employees, Mayor and councillors, from your acts and omissions, the acts and omissions of your employees, sub-contractors, or any other persons for whom you are responsible, and from all liabilities, damages claims, suits and actions: (i) in respect of any failure by you to fulfil any of your obligations under this agreement or the Program; or (ii) arising out of all uses by you, or the persons to whom you distribute the Tickets, of the Tickets or the Program, unless such liability, damages, claims, suits and actions result from the gross negligence or wilful misconduct of HRM and this section shall survive any termination of this agreement or the Program.