

2018 COLLISION INDUSTRY-EDUCATION CONNECTION PROGRAM

CONTACT INFORMATION

Company Name: _____

Contact Person: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Telephone: _____ Fax: _____

Email: _____

Website: _____

Financial Contribution: (Fill in amount of choice in increments of \$250) \$ _____

In-Kind Contribution (\$ Value):

<u>Item description</u>	<u>\$ Value</u>	<u>Quantity</u>	<u>Line Total</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Payment details at the back

SUB TOTAL (Contributions In-Kind) = \$ _____

TOTAL (Financial + In-Kind) _____

PAYMENT

I would like the financial sponsorship payment to be made in the following manner (CHECK ONE):

INVOICE & CHEQUE

Payment by cheque made payable to **AIA CANADA** for the total sponsorship amount within thirty (30) days of receipt of invoice.

CREDIT CARD

Visa **Amex** **M/C**

Card #: _____ **Expiration:** _____

Name: _____

Signature: _____

**A 4% administrative fee will be applied to all credit card transactions.*

IN WITNESS OF THE FOREGOING, the parties have caused the Agreement to be signed by an authorized representative as of the effective date set forth below.

Signature: _____

Signature of AIA Representative: _____

Date: _____

Brigitte Pesant, Director - Collision Programs

Automotive Industries Association of Canada, 180 Elgin Street, Suite 1400, Ottawa, ON K2P 2K3
Tel: 800-808-2920 Fax: 613-728-6021 Email: brigitte.pesant@aiacanada.com

Warranty Disclaimer

Neither party makes any representation or warranty express or implied with respect to any matter whatsoever, including without limitation, network failures, third-party difficulties, web hosting address failures, services provided hereunder, or any output or results thereof and each party specifically disclaims any implied warranty of merchantability or fitness for a particular purpose.

Limitation of Liability

Company's sole remedy and AIA's total liability arising out of this Agreement or the services provided hereunder, whether based on contract, tort or otherwise, shall not exceed said fees paid/payable to AIA. Company recognizes that fees hereunder are based in part on the Warranty Disclaimer, limitation of liability and exclusion of damage contained in this agreement.

Exclusion of Damages

In no event shall either party be liable to the other party for special, indirect, incidental, or consequential damages, arising out of, but not limited to, loss of data, loss of use, or loss of profits arising hereunder or from the provision of services, the foregoing limitations shall not apply to indemnification or intentional misconduct.

Term and Termination

This Agreement shall be for the calendar year 2018.

Miscellaneous

- Nothing in this Agreement shall be deemed to create a partnership or joint venture between the parties and neither Company nor AIA shall hold itself out as the agent of the other.
- Neither party shall be liable to the other for delays or failures in performance resulting from causes beyond the reasonable control of that party.
- Any notice required or permitted to be given by either party under this Agreement shall be in writing.
- Failure by either party to enforce any provision of this Agreement shall not be deemed a waiver of future enforcement of that or any other provision.
- Any waiver, amendment or other modification of any provision of this Agreement shall be effective only if in writing and signed by the parties.
- This Agreement shall be interpreted under the laws of the Province of Ontario, Canada.
- This Agreement shall be binding on successors and assigns.
- This Agreement, including all attachments that are incorporated herein by reference, constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes and replaces all prior and contemporaneous understandings or agreements, written or oral, regarding such subject matter.

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