**LETTER OF AGREEMENT**

**BETWEEN**

**Metrolinx**
**AND**
**ART GALLERY OF ONTARIO**
***Picasso: Masterpieces from the Musee National Picasso, Paris Exhibition***

This letter of agreement and its appendices (the "**Agreement**") details the promotional relationship between Metrolinx (including its division, GO Transit) and the Art Gallery of Ontario ("**AGO**") in reference to the exhibition of *Picasso: Masterpieces from the Musee National Picasso, Paris Exhibition* (the "Exhibit").

Both parties agree that this Agreement accurately states the contractual obligations between Metrolinx and the AGO.

The term of this Agreement shall commence on **May 1, 2012** and shall continue until **August 12, 2012 (the "Promotional Period").**

## 1. OBLIGATIONS OF THE ART GALLERY OF ONTARIO

Per the terms of agreement, the AGO will provide Metrolinx the following benefits and recognition during the run of the Promotional Period:

**Benefits**

- Inclusion of GO logo as a promo partner in the footer of select print advertising (including newspaper, magazine) as shown on Schedule attached.

- Inclusion of GO logo as a promo partner in the footer of select Exhibit advertising in the AGO *What's On* flyer (Fall/Winter publication – est. distribution 250,000) as shown on Schedule attached.

- Inclusion of GO logo as a promo partner in the footer of Exhibit advertising on main lobby plasma screens.

- Inclusion of GO logo as a promo partner in the footer of Exhibit title wall (footer placement to be determined by AGO) during the exhibition.

- Provide a 20% discount off admission to the Exhibit to GO customers between May 1 and August 12, 2012

- Provide GO customers with $20 off a Family Membership to the Art Gallery of Ontario. Valid from May 1 to August 12, 2012 ; provided that this offer is available to new members only and cannot be combined with any other offer.

- Promotion of the GO Exhibit promotion in AGO e-newsletter – (inclusion in the June, July and August e-news)

- Inclusion of GO Transit Exhibit promotion in the promotional partners page in the AGO's media kit for the Exhibit.

- Provision of contest prizing of two (2) - two-night stay at a Toronto hotel, 2 dinners for 2 at FRANK , 2 $100 gift certificates to Shop AGO, 2 AGO Family Memberships and 24 free passes to the Exhibit.

- Promotional coverage and logo recognition in the Promotional Partners section on the Exhibit Microsite on www.ago.net.

- 20 passes to the Exhibit for Metrolinx to use at their own discretion.

- Any use of Picasso's name, image, likeness or works by Metrolinx in the exercise of its rights and obligations under this Agreement must be approved in advance and the AGO will manage the approval process in relation to the joint promotions as described herein in a reasonable and expeditious manner and will be responsible for any associated reproduction fees and production costs. Any additional promotions or activities not included in this Agreement are subject to a separate agreement that will be on such terms as may be agreed to by the parties.

2. **OBLIGATIONS OF METROLINX.**

In consideration of the above, Metrolinx will provide the AGO with the following Exhibit-related promotions during the Promotional Period:

- Posting of Exhibit information on www.gotransit.com, including partner logo and link to ago.net (receives 1 million unique hits monthly) – value $11,000/per 4 week period.

- Issuance of E-News promoting the Exhibit to approximately 60,000 subscribers) - $20,000/per issuance.

- Article/ad in customer news brochure (GO in the Summer) - $2,500 for full page.

- Posters at stations/terminals - $30,000/4 weeks for 100 qty., 11" x 17" posters, designed, printed and displayed. To be produced by Metrolinx with AGO approval.

- Host and administer on-line contest, including GO travel pass and branded items for prize package – $31,100

- Ad in Metro, 24 Hours and t.o.night commuter newspapers – $5,000 for 1/4 page ads (3 insertions)

- Announcements in GO Transit concourse in Union Station and/or Union Station GO Bus Terminal – 15 sec. spots (approx. 90,000 riders during rush hour) – approx. $540/1 announcement

- Postings on Social Media channels – approx. $150 per post for each channel.

- Promotional postcard distributed at GO Stations (as determined by Metrolinx) by Station Attendants, size 5.5 x 8.5 full colour - $1,000/ 20,000 copies . To be produced by Metrolinx with AGO approval.

- Provision of GO Transit travel pass and/or branded items for partner's contest, charitable fundraising activity, etc. – $100 approx.

- Scrolling message on departure boards at Union Station.

- Authorize usage of GO Transit logo on partner's promotional/advertising mediums, subject to Section 3 below.

3. **TRADEMARKS**

**Use of Metrolinx Marks by AGO**
Metrolinx hereby grants to AGO the non-exclusive right and license to use Metrolinx's wordmarks and/or logos, including the GO and GO Transit logos (the "Metrolinx Marks"), in Canada in connection with any acknowledgement of the association of Metrolinx with the Exhibit as specified in this Agreement. In its use of the Metrolinx Marks, AGO will at all times comply with any requirements of Metrolinx as to the form and manner in which any of the Metrolinx Marks are displayed or used, and AGO will promptly effect any changes which Metrolinx may reasonably require respecting the display and usage of the Metrolinx Marks upon receipt of written notification thereof from Metrolinx.

Metrolinx, or its authorized agents, will have the right to inspect the use of the Metrolinx Marks by AGO and to receive samples of advertising and promotional materials using the Metrolinx Marks in advance of such use and from time to time for the purposes of determining compliance with the aforesaid standards of quality.

AGO acknowledges and agrees that it has no right, title or interest in or to the Metrolinx Marks, except to use the Metrolinx Marks in the manner set out in this Agreement.

AGO shall not use the Metrolinx Marks in any way which might reasonably jeopardize or dilute Metrolinx's proprietary interest in or the validity of the Metrolinx Marks.

**Expiration or Termination**
Upon expiration or termination of this Agreement for any reason, each party shall cease using the marks of the other.

## 4. INDEMNITY AND LIABILITY

**Indemnity**
Each party (the "Indemnifying Party") hereby indemnifies and shall hold harmless the other party, its respective subsidiaries and affiliates, and their employees and agents (each of the foregoing being hereinafter referred to individually as an "Indemnified Party") against all liability, cost, damage or expense to third parties including without limitation court costs and reasonable attorney's fees (other than liability solely resulting from the gross negligence or willful misconduct of the Indemnified Party) arising from or in connection with any breach or alleged breach by the Indemnifying Party or those for whom it is at law responsible of any warranties, representations or agreements made by the Indemnifying Party herein, including without limitation the violation of any third parties' rights, including property, contractual, employment, trade secret, proprietary information, and non-disclosure rights, or any trademark, copyright or patent rights. The Indemnifying Party shall co-operate with and otherwise give the Indemnified Party all assistance reasonably requested by such party in connection with the defense of any such third party claim. No party shall make any admission of liability or compromise such claim without the other parties' prior written consent, such consent not to be unreasonably withheld. The defense of such claim shall be conducted jointly with counsel selected by the Indemnified Party and approved by the Indemnifying Party (such approval not to be unreasonably withheld).

**No Consequential Damages**
Notwithstanding any other provision hereof, in no event shall either party be liable to the other party for any consequential, indirect or special damages (including, without limitation, loss of profits or loss of opportunity) arising

hereunder, in connection herewith or resulting herefrom, irrespective of whether the claim therefore is framed in contract, tort, strict liability or otherwise.

**Limit of Liability**
Notwithstanding any other provision hereof, in no event shall either party be liable to the other party (or to any Inemnified Party) for any liability, cost, damage or expense arising hereunder, in connection herewith or resulting herefrom (including, without limitation, court costs and reasonable attorney's fees) (collectively, "Damages") in excess of $100,000 in the aggregate, irrespective of whether the claim with respect thereto is framed in contract, tort, strict liability or otherwise, save and except that: (i) the foregoing limitation shall not apply to Damages resulting solely from the gross negligence or willful misconduct of the Indemnifying Party, and (ii) an Indemnified Party shall have no right to indemnity nor shall the Indemnifying Party have any liability to an Indemnified Party for damages arising out of the gross negligence or willful misconduct of an Indemnified Party.

**No Liability**

Neither Party shall be liable to the other for failure to perform any of the obligations set out in this Agreement or for damages to persons or property or for claims, actions, obligations, liabilities, costs, expenses, and fees if such failure is caused by strike, lock-out, civil disturbance, act of God or any other cause which is beyond the reasonable control of such Party.

**No Rights in Trademarks, etc.**
Notwithstanding any other provision hereof, each party hereto shall continue to own the trade-marks, trade-names, logos or other intellectual property owned by it at the date hereof and during the term hereof, and nothing contained herein shall be construed as an assignment or transfer by either party to the other of any rights or interest in any such intellectual property.

**Entire Agreement**
This letter and its appendices constitutes the entire agreement between the parties relating to the subject matter hereof and this agreement supersedes all prior proposals, negotiations, agreements, arrangements and understandings, if any, whether oral or written, between the parties. This agreement may not be changed or modified except by a written instrument executed and delivered by the parties hereto.

**No Assignment**

No party may transfer or assign its rights or obligations under this Agreement in whole or in part, without the prior written consent of the other party, which consent may be arbitrarily withheld and any purported transfer or assignment without such consent is null and void.

**No Partnership, etc.**
This agreement does not constitute and shall not be construed as constituting a partnership, joint venture or relationship of principal and agent between the parties.

I confirm agreement to the terms in this letter of agreement and I am authorized to bind the company.

**METROLINX**

Per: ______________________________

Name:
Title:
Date:

Per: ______________________________

Name:
Title:
Date:

**ART GALLERY OF ONTARIO**

Per: ______________________________

Name: ______________________________

Title: ______________________________

Date: ______________________________