

**K̓wax̓w̓alawadi – Echo Bay Marina & Lodge
LOGO DESIGN COMPETITION**

Instructions

STEP 1: Please Read all Three Components Listed Below

- a. Competition Rules
- b. Entry Form
- c. Intellectual Property Rights and Confidentiality Agreement

All forms must be signed and submitted with creative submissions.

STEP 2: Develop your Design

- a. Make sure your Design complies with the requirements found in the Competition Rules document.

STEP 3: Submit your Design and Forms

Submit

- a. Your design
- b. Completed Entry Forms (for each design)
- c. Intellectual Property Rights and Confidentiality Agreement (for each design)

To

K̓wax̓w̓alawadi, Echo Bay Logo Design Competition

Attention: Felicia Greekas

communications@kwaxwalawadi.com

[604-973-1802](tel:604-973-1802)

please clearly indicate "Echo Bay Logo Design Competition" in the subject line

All inquiries to communications@kwaxwalawadi.com

DEADLINE: 11:59 pm (PST) on Monday, January 18, 2020

Competition Rules

Echo Bay Development Ltd. dba Echo Bay Marina & Lodge has issued an invitation for a competition (the “Competition”) to design a logo (the “Logo”) for Echo Bay Marina & Lodge.

Echo Bay Development Ltd. is inviting Kwakwaka’wakw artists to enter the Competition to design a Logo that will represent Ƙ wəxwəlawadi, Echo Bay Marina & Lodge.

About Ƙ wəxwəlawadi, Echo Bay Marina & Lodge

Ƙ wəxwəlawadi, Echo Bay Marina & Lodge (*formerly Pierre’s at Echo Bay*) was purchased in 2020 by the Kwikwasut’inuxw Haxwa’mis First Nation (KHFN).

The Echo Bay Marina is a full-service marina and lodge offering eco-tourism and boating opportunities. During peak tourism season, the Echo Bay Marina has been, and will remain, a key tourism staple and essential service destination in the Broughton Archipelago.

The Marina is only a fifteen-minute boat ride from KHFN’s main village of Gwa’yasdams. It is surrounded by an ancient KHFN village with the Kwakwala name Ƙ wəxwəlawadi, which was also a source for clams.

As the business continues to develop, it is important to undertake a process to rebrand Ƙ wəxwəlawadi, Echo Bay Marina & Lodge and create a visual impact that represents KHFN and the beautiful territory and history.

Rules of the Logo Competition

The Competition is governed by these Rules. Participation in the Competition by the Entrant and the Designer constitutes acceptance and agreement to these Rules.

I. ELIGIBILITY

The Competition is open to Indigenous artists living in British Columbia, with preference given to Kwakwaka’wakw artists. No payment or fee is required to enter the Competition.

The following persons are not eligible to be Entrants or to participate in the design process for a submitted design: (a) board members, directors, employees of the Echo Bay Marina & Lodge (b) any members of the Selection Panel, (c) any member of KHFN Governance.

II. DESIGN OBJECTIVES

The objective of the Competition is to select a Logo that reflects Ƙ wəxwəlawadi, Echo Bay Marina & Lodge, its unique and important location, and its commitment to offering and celebrating the culture and history of the Kwikwasut’inuxw Haxwa’mis.

The Logo will be selected based on the following criteria:

1. The design provides a distinctive and powerful visual identity for Ƙ wəxwəlawadi, Echo Bay Marina & Lodge.
2. Ƙ wəxwəlawadi, Echo Bay Marina & Lodge is owned and operated by the Kwikwasut’inuxw Haxwa’mis First Nation, the design should capture and reflect the unique history and location of the business.
3. The design should incorporate traditional shapes/design elements.
4. The detail of the design is evident in all scales and media, and is capable of being reproduced by: etching, screen printing, textiles, embroidery, die-cast or other moulds, embossing, and all electronic media. The design must be simple enough to be clearly legible in small sizes (the minimum size will be 1.5cm). It is critically important that the detail of the Logo not be lost when scaling down the size to a business card.
5. The design should work well in multi-colour, solid, and black and white versions and be easy to reproduce in 2D and 3D applications for production and processing (e.g. for media, merchandise, etc.).
6. Submitted in JPEG or PDF formats (for ease of viewing by the Selection Committee). If design is created by hand, please submit a digital file (JPEG or PDF) derived from a quality high-resolution photograph or scan of the artwork. Designs created digitally may also be provided in one of the

following formats if available: vector or .ai or .eps format, but must also be submitted as a .jpg or .pdf file. We will undertake a process to create a vector version of the final selected logo.

III. LIMITS ON SUBMISSIONS

Each Entrant may submit a maximum of three designs. Entrants who submit more than one entry must submit a separate Entry Form for each submitted design, clearly identifying each entry with the Entrant's name and number of the submission clearly marked on the back of each entry (or second page). Please do not add names ON the design as this will be an anonymous process.

IV. SUBMISSION PROCEDURES

Two forms must be completed and attached to each design submitted: the Entry Form and the Intellectual Property Rights and Confidentiality Agreement. Both forms can be found within this package. Please direct queries to communications@kwaxwalawadi.com.

ENTRY FORM: Each design must be accompanied by an Entry Form that includes the following:

- a. A name or working title for the design;
 - b. The rationale for the creative approach and/or the theme of the design, and a brief description of how it achieves the applicable design objectives set forth in these Rules;
 - c. Details regarding the Entrant and all persons involved in the design process; and
 - d. Certification that the Entrant and all persons involved in the design process have strictly complied with the Rules.
2. **INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY AGREEMENT:** Each design must be accompanied by an Intellectual Property Rights and Confidentiality Agreement duly signed by the Entrant and all persons involved in the design process.
 3. **DEADLINE:** All design submissions must be received by no later than 11:59 pm (PST) on January 18, 2021 via electronic submission as designated in the Entry Form.
 4. **EVIDENCE OF ELIGIBILITY AND COMPLIANCE WITH RULES:** Entrants are required to provide any documentation reasonably requested by the Echo Bay Marina & Lodge to support the eligibility of the Entrant and to demonstrate compliance with these Rules by the Entrant and all persons involved in the design process. Documentation required:
 - a. Proof of Indigenous ancestry (i.e., Status Card, letter from BC Indigenous Community leadership, etc.). Please supply a photocopy of both sides of the card or contact us to fill out a Declaration of Indigenous Ancestry.The Echo Bay Marina & Lodge reserves the right to seek additional documentation from an Entrant if it deems it necessary to do so.

V. FORMAT OF SUBMISSIONS

All designs should be submitted so that it can be easily printed to fit on 8.5" x 11" paper. As electronic submissions are required, the design should be submitted in either PDF or JPEG formats.

If the design is created by hand, please submit a digital file (JPEG or PDF) derived from a quality high-resolution photograph or scan of the artwork. Designs created digitally may also be provided in one of the following formats if available: vector or .ai or .eps format, but must also be submitted as a .jpg or pdf file.

Each design should be presented in two versions:

1. Full colour image
2. Black and white version of the image

VI. CONFIDENTIALITY

Entrants and other individuals involved in the design process are required to keep strictly confidential the submitted design, as well as all information and images regarding the submitted design, throughout the creative development process and, subject to Echo Bay Marina & Lodge's written permission to the successful Entrant to the contrary, in perpetuity, after the winning design has been chosen by the Echo Bay Marina & Lodge. The Echo Bay Marina & Lodge may, in its discretion, disclose information regarding the winning design of the Logo. The Intellectual Property Rights and Confidentiality Agreement requires

that Entrants and all persons involved in the design process certify their compliance with this requirement.

VII. ORIGIN OF DESIGNS

Entrants and all other individuals involved in creating a submitted design must provide written details regarding the development of the design and certify that the design is original and not copied or derived from any other materials and that its use will not infringe upon the rights of any other person.

The winning Entrant and all other individuals involved in creating the selected design will be required to sign and deliver an Irrevocable Release and Agreement to indemnify, defend, and hold harmless the Echo Bay Marina & Lodge and its affiliates and representatives from and against any and all claims and liabilities arising from, connected with or relating to the use and exploitation of the selected design by the Echo Bay Marina & Lodge.

VIII. SELECTION OF WINNING DESIGN

The Echo Bay Marina & Lodge will make the final decision regarding the winning Logo.

The Echo Bay Marina & Lodge will establish the Selection Committee (of five people) to review the submitted designs and to make recommendations to Echo Bay Marina & Lodge regarding its decision. The Selection Committee will select those designs it considers to be appropriate for Echo Bay Marina & Lodge consideration.

The Selection Committee may recommend refinements to selected designs. Selected designs may be subjected to investigations regarding originality and eligibility.

The Selection Committee will have full and unfettered discretion in its evaluation and recommendations regarding submitted designs. The Echo Bay Marina & Lodge will have full and unfettered discretion in its decisions regarding all submitted designs and the winning Entrant. The Echo Bay Marina & Lodge's decisions regarding any and all aspects of the Competition are final and binding on all Entrants. If the Entrant of the selected design is found not to be in full compliance with these Rules, then at the Echo Bay Marina & Lodge sole discretion, the prize may be forfeited without any liability by Echo Bay Marina & Lodge to the selected Entrant or to any other person, and the Echo Bay Marina & Lodge may select another design in accordance with these Rules.

IX. SCHEDULE OF COMPETITION

- December 16, 2020 – Ƙ waxwɔlawadi, Echo Bay Logo Design Competition opens
- January 18, 2021 at 11:59 pm PST – Deadline for submissions
- February 2021 – the Selection Committee will make its recommendations and Echo Bay Marina & Lodge may select the winning design
- Approximately mid to late March 2021 – Unveil the winning Logo
- These dates are tentative, and subject to revision by the Echo Bay Marina & Lodge without notice

X. NOTIFICATION

The Echo Bay Marina & Lodge will confidentially notify the winner of the Competition but will not notify any other Entrants of the final results of the Competition until the Echo Bay Marina & Lodge has confirmed that the winning Entrant is in full compliance with these Rules.

XI. UTILIZATION AND EXPOSURE OF THE LOGO

The winning design will be used by Echo Bay Marina & Lodge as the Logo, primary identity and core image of the Ƙ waxwɔlawadi, Echo Bay Marina & Lodge. Through its marketing programs, the Echo Bay Marina & Lodge will be entitled in its discretion to use and exploit or authorize any third party to use and exploit the Logo in any and all ways using any and all media and technologies, including without limitation:

- Organized promotions, signage, promotional and informational materials produced by, and merchandise of Echo Bay Development Ltd. and Ƙ waxwɔlawadi, Echo Bay Marina & Lodge. and authorized third parties, venues, cultural and educational programs, volunteer activities, and any other activities relating to the Echo Bay Development Ltd and Ƙ waxwɔlawadi, Echo Bay Marina & Lodge;
- Productions, print, television broadcast or interactive communication to global media; and
- Utilization through television broadcasts, promotions held by the owners of television broadcast

rights, marketing activities promoted by Echo Bay Marina & Lodge and any of its commercial partners, and programs licensed by Echo Bay Marina & Lodge.

XII. PRIZE

There is one (1) prize available to be won only by the winning Entrant whose design is chosen as the Logo. The prize is three thousand dollars (\$3,000.00 CDN).

XIII. POSSIBILITY OF NO WINNING ENTRY

While the Echo Bay Marina & Lodge aims to find a winning Logo design through the Competition, the Echo Bay Marina & Lodge reserves the right to not select a winning Logo from those submitted. If, in the judgment of the Echo Bay Marina & Lodge, no submitted design satisfies the criteria or is sufficiently compelling as an identity for K̄ waxw̄lawadi, Echo Bay, the Echo Bay Marina & Lodge may in its discretion terminate the Competition without selecting a winning Logo. In those circumstances, the Entrants will be notified of the result of the Competition, and the Echo Bay Marina & Lodge reserves the right to then engage professional designers (whether or not such persons are Entrants) to design the Logo.

XIV. DISCLAIMERS

The Echo Bay Marina & Lodge shall have no responsibility or liability to the Entrants for any reason whatsoever relating to the Competition, including for any erroneous, damaged, destroyed, lost, late, incomplete, illegible, incorrectly addressed or misdirected design submissions or for any damage or loss (whether in contract, tort or under any other theory of law or equity) arising from, connected with, or relating to the Competition, the submission of designs to the Competition, participation in the Competition, or the prize, regardless of the cause or of any fault by the Echo Bay Marina & Lodge or any person for whom the Echo Bay Marina & Lodge is responsible, and notwithstanding that any of those persons may have been advised by the Entrants of the possibility of such loss or damage being incurred.

If for any reason the Echo Bay Marina & Lodge determines, in its discretion, that the Competition is not capable of being conducted as intended by the Echo Bay Marina & Lodge, including due to any misconduct by or on behalf of an Entrant, the Echo Bay Marina & Lodge may, in its full discretion, disqualify the Entrant responsible for such misconduct and withdraw, cancel, terminate, modify, or suspend all or any part of the Competition or proceed with the Competition.

XV. GOVERNING LAW AND DISPUTES

These Rules and the Entry Form and the Intellectual Property Rights and Confidentiality Agreement will be enforced and interpreted exclusively in the English language. The Competition is subject to all applicable laws and regulations and is void where prohibited by law. If any provision of these Rules is found by any court of competent jurisdiction to be unenforceable, all other provisions will remain in full force and effect.

The Competition, these Rules, and all related matters are governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with or relating to the Competition, the submission of designs to the Competition, participation in the Competition, the prize or any related matters (collectively, "Disputes") will be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and all Entrants and persons involved in the design of submitted designs hereby irrevocably submits to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada within six (6) months after the Dispute arose, after which time any and all claims regarding the Dispute shall be timebarred and without any legal or equitable force and effect.

Entry Form for the Ḳ waxẉalawadi, Echo Bay Logo Design Competition

This is an Entry Form for the Ḳ waxẉalawadi, Echo Bay Marina & Lodge Logo Design Competition (the “**Competition**”). The Competition is governed by the Ḳ waxẉalawadi, Echo Bay Logo Design Competition Rules (the “**Rules**”).

Directions: A separate Entry Form is required for each design. The Entry Form must be signed by the Entrant and all Designers associated with the Entrant and submitted with the design in accordance with the Rules. Keep copies of the Entry Form for your records. It should be noted that individual artists may be both the Entrant and Designer on this form.

Submissions: The submitted design and related documents must be delivered to:

Ḳ waxẉalawadi, Echo Bay Logo Design Competition

Attention: Felicia Greekas

To: communications@kwaxwalawadi.com

Deadline: Monday, January 18, 2021 at 11:59 pm (PST)

Information About the Submitted Design (the “ Design ”)	
Design Name	
Creative Rationale and/or Theme of Design <i>* If more space is required, please attach an additional page(s) with the clearly marked title “Creative Rationale and/or Theme of Design”.</i>	

Information About the Entrant (the “ Entrant ”)			
Name			
Address <i>(Street, City, Province and Postal Code)</i>			
Phone		Email	
Contact Person			

Intellectual Property Rights and Confidentiality Agreement for the K̄ waxw̄lawadi, Echo Bay Logo Design Competition

THIS AGREEMENT IS ENTERED INTO AS OF THE EFFECTIVE DATE INDICATED BELOW, BY AND BETWEEN THE ECHO BAY DEVELOPMENT LTD., (HEREIN REFERRED TO AS THE "ECHO BAY MARINA & LODGE"), THE ENTRANT DEFINED BELOW (HEREIN REFERRED TO AS THE "ENTRANT") AND THE DESIGNER(S) DEFINED BELOW (HEREIN REFERRED TO AS THE "DESIGNERS").

IN CONSIDERATION OF the Echo Bay Marina & Lodge permitting the Entrant to submit the design identified below (the "Design"), created by the individual designer(s) identified below (each a "Designer"), as an entry in the K̄ waxw̄lawadi, Echo Bay Logo Design Competition (the "Competition") in accordance with Competition Rules issued December 16, 2020 (the "Rules"), and in consideration of such Design submission having an opportunity to be selected as the winning Design which includes a prize of three thousand dollars (\$3,000.00 CDN), and in consideration of the Entrant and the Designer(s) providing logo designs to the Echo Bay Development Ltd. for its consideration, the Echo Bay Marina & Lodge, the Entrant and the Designer(s) each

HEREBY UNCONDITIONALLY AND IRREVOCABLY COVENANT AND AGREE WITH ONE ANOTHER AS FOLLOWS:

1. **Ownership and Use of Design:** The Design that is selected to be the winning logo (the "Winning Logo") submitted in the Competition and all proprietary interests and intellectual property and copyright therein: (a) shall become and remain in perpetuity the sole and exclusive property of the Echo Bay Marina & Lodge and its successors and assigns; (b) shall not be returned to the Entrant or to the Designers.
2. **Entrant and Designer Rights:** After selection of the Winning Logo, the Entrant and Designers of the Winning Logo, shall have no further right, title or interest in the Design, and will not use or exploit, or authorize any other person other than Echo Bay Marina & Lodge to use or exploit, the Design or any portion of it in any manner or for any purpose whatsoever. Nothing herein shall obligate Echo Bay Marina & Lodge to select the Design as the Winning Logo or to use the Design for any purpose whatsoever once it is selected.
3. **Assignment and Waiver:** The Entrant and each Designer of the Winning Logo in the Competition hereby irrevocably and unconditionally: (a) assign and transfer to Echo Bay Marina & Lodge all right, title and interest (including, without limitation, copyright, ownership and all other intangible, intellectual, industrial, and proprietary rights) throughout the world in, to and associated with the Design, free and clear of any and all liens, encumbrances, charges and interests whatsoever of the Entrant and each Designer or of any third party; and (b) waives in favour of Echo Bay Marina & Lodge and its successors, assigns and licensees any and all non-transferrable rights (including without limitation any and all moral rights and rights of authorship) they have throughout the world in, to or associated with the Design. If and to the extent that the foregoing assignment, transfer and waiver are not effective for any reason, the Entrant and each Designer: (a) will hold all right, title and interest in, to and associated with the Design, that are not hereby assigned, in trust for the sole benefit of Echo Bay Marina & Lodge; and (b) hereby grant to Echo Bay Marina & Lodge an exclusive, irrevocable, perpetual, indefinite, world-wide, fully transferable, fully sub-licensable, royalty-free, fully paid-up license to use and exploit (including modify and alter) the Design for any and all purposes whatsoever in Echo Bay Marina & Lodge's full discretion.
4. **Representations and Warranties:** The Entrant and each Designer, jointly and severally, represent, warrant and covenant to Echo Bay Marina & Lodge as follows:
 - a) **Authority and Capacity:** the Entrant and the Designers each have all requisite power, right, capacity and authority to enter into, execute, deliver and perform their obligations under this Agreement;
 - b) **Accurate Information:** all information set forth in this Agreement and in the Entry Form applicable to the Design is true, accurate and complete;
 - c) **Originality:** the Design: (i) is an original work created solely by the Designer(s), without any advice, assistance or contribution from any person other than the Entrant; (ii) does not incorporate, and is not based upon or derived from, any other design, work, information or material (except as expressly permitted by the Rules); and (iii) to the knowledge and belief of

the Entrant and the Designer(s) is not confusingly similar to, or likely to be mistaken for, any other logos or designs currently or previously used by any other person;

- d) **No Employment or Tools:** the Design was not created or contributed to by the Designer(s) during the course of their employment with any person other than the Entrant, or using any information, materials or tools provided by any person other than the Entrant and the Designer(s);
- e) **No Third Party Interests:** no person other than the Entrant and the Designer(s) has any right, title or interest (including without limitation copyright or any other intangible, intellectual, industrial and proprietary rights) in, to or associated with the Design; and
- f) **Non-Infringement:** the use and exploitation of the Design by Echo Bay Marina & Lodge and its successors, assigns and licensees, for any and all commercial or non-commercial purposes whatsoever and by means of any and all forms of media and technologies now known or hereafter developed, will not infringe the rights (including copyright and other intangible, intellectual, industrial and proprietary rights) of any other person.

5. **Compensation Acknowledgement:** The Entrant and the Designers each acknowledge and agree that the opportunity to participate in the Competition, and the opportunity of having the Design selected to be the Winning Logo, is adequate and sufficient compensation for their creation and submission of the Design and the performance of their obligations under this Agreement, the Entry Form and the Rules. Unless the Design is selected to be the Winning Logo (in which case the Entrant will receive the prize referenced in this Agreement and in the Rules), the Entrant and the Designers each acknowledge and agree that they are not entitled to receive any remuneration, royalties, fees, expenses or other compensation whatsoever arising from, connected with, or relating to their participation in the Competition, their creation and submission of the Design, or the performance of their obligations under this Agreement, the Entry Form and the Rules.

6. **Acknowledgement of Other Designs:** The Entrant and the Designer(s) each acknowledge that the Design or portions of it may be similar to or identical to other designs submitted by other Entrants in the Competition or may otherwise be created by or for Echo Bay Marina & Lodge without reference to the Design. The Entrant and the Designer(s), jointly and severally, agree that they are not entitled to receive any compensation or credit whatsoever in connection with the creation, use or exploitation of such other designs, whether as the Winning Logo or otherwise, by Echo Bay Marina & Lodge and its successors, assigns and licensees.

7. **Confidentiality:** The Entrant and the Designer(s) of the Winning Logo and all other Entrants and Designers acknowledge their obligation to maintain the strict confidentiality of the Design and all information regarding the Design, both during the creation of the Design and until publicly announced. The Entrant and the Designer(s) of the Winning Logo, and all other Entrants and Designers, jointly and severally, represent, warrant and covenant to Echo Bay Marina & Lodge that, other than as expressly permitted by Echo Bay Marina & Lodge in writing, they have not disclosed, and will not in the future disclose the Design or any information regarding the Design or any communications with Echo Bay Marina & Lodge regarding the Design or the Competition to any person other than Echo Bay Marina & Lodge, and will maintain the strict confidentiality of the Design and all such information and communications, using the same degree of care as they afford to their own confidential information of a similar nature which they desire not to be published or disseminated, and in no event less than reasonable care, to prevent unauthorized use or disclosure. Nothing in this provision will prevent the Entrant and the Designer(s) from making such disclosures of information as may be required by law, provided that they give prior reasonable notice of such potential disclosures of information to Echo Bay Marina & Lodge and reasonably assist Echo Bay Marina & Lodge to lawfully prevent or restrict such disclosures of information. Nothing in this provision will prevent Echo Bay Marina & Lodge from exercising its discretion to disclose information regarding the Design of the Winning Logo after it has selected the Winning Logo.

8. **Release and Indemnity:** The Entrant and the Designers, jointly and severally, hereby irrevocably and absolutely: (a) release, remise and forever discharge Echo Bay Marina & Lodge and its Representatives (as defined below) from any and all manner of rights, claims, complaints, demands, causes of action, proceedings, liabilities and obligations of any nature and kind whatsoever and howsoever arising, whether known or unknown, which now or hereafter exist that are in any way connected with, or which arise directly or indirectly from or relate to, the Competition and the Design; and (b) agree to indemnify, defend and hold harmless each of Echo Bay Marina & Lodge and its Representatives from and against any and all losses, damages, claims, demands, actions,

proceedings, liabilities, expenses and costs (including without limitation, reasonable legal fees and expenses) of any nature and kind whatsoever, that are in any way connected with, or which arise directly or indirectly from or relate to, the Entrant's or the Designers' participation in the Competition or any negligence, misconduct or breach of this Agreement by any of the Entrant or the Designers. "**Representatives**" means directors, officers, employees, agents, personal representatives, successors, assigns and licensees.

9. **Further Documents and Assistance:** Upon request by Echo Bay Marina & Lodge in its discretion, each of the Entrant and the Designer(s) will, at their sole cost, provide such information and documents, do such additional things, and sign such further documents as are reasonably required to confirm their compliance with the Rules and to perfect and protect Echo Bay Marina & Lodge's ownership of and rights to use and exploit the Design that is chosen to be the Winning Logo. Without limiting the generality of the foregoing, if the Design is selected to be the Winning Logo, the Entrant and the Designer(s) will each execute and deliver to Echo Bay Marina & Lodge: (a) a certificate accepting the prize awarded to the Entrant; (b) a consent to the announcement of their names and the use of their personal information by Echo Bay Marina & Lodge in connection with the use and promotion of the Winning Logo; (c) a declaration confirming compliance with the Rules; and (d) a confirmatory intellectual property rights assignment and waiver, release and indemnity agreement. If any of the Designers are unable for any reason whatsoever to comply with their obligations set forth above, each Designer hereby irrevocably designates and appoints the Entrant (or the Entrant's successors and permitted assigns) and the Entrant's duly authorized officers and representatives as the Designer's agents and attorneys-in-fact to act for and on the Designer's behalf and instead of the Designer to execute and file any such document and to do all other lawfully permitted acts to further the purposes of the foregoing with the same legal force and effect as if executed by the Designer.
10. **Notice and Responsibility:** The Entrant and the Designers acknowledge the fundamental importance to Echo Bay Marina & Lodge of the representations and warranties set forth in Section 4, and will immediately give notice to Echo Bay Marina & Lodge if they know or have any reason to believe or suspect that any of those representations or warranties are or may be untrue. In that event, upon request by Echo Bay Marina & Lodge, the Entrant will withdraw the Design from the Competition. The Entrant is fully responsible and liable for any and all negligence, misconduct or breach of this Agreement by the Entrant and by any of the Designers.
11. **Governing Law and Disputes:** This Agreement is governed solely by the laws of British Columbia, Canada and applicable federal laws of Canada, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. Any dispute arising from, connected with or relating to this Agreement or any related matters (collectively, "**Disputes**") will be resolved before the Courts of British Columbia sitting in the City of Vancouver, British Columbia, Canada, and the Entrant and the Designers each hereby irrevocably submit and attorn to the original and exclusive jurisdiction of those courts in respect of all Disputes. Proceedings regarding Disputes must be commenced in a court of competent jurisdiction in the City of Vancouver, British Columbia, Canada within six (6) months after the Dispute arose, after which time any and all claims regarding the Disputes shall be time-barred and without any legal or equitable force and effect.
12. **General:** This Agreement together with the Entry Form signed by the Entrant and the Designers and the Rules are incorporated into this Agreement by reference, and constitute the entire agreement between the parties regarding the subject matter of this Agreement, and may be modified only by a written instrument signed by the parties or their successors or permitted assigns. This Agreement, the Entry Form and the Rules are to be enforced and interpreted in the English language only. This Agreement is binding upon Echo Bay Marina & Lodge, the Entrant and the Designers and their respective heirs, executors, successors, permitted assigns, and personal representatives. Echo Bay Marina & Lodge may in its discretion assign this Agreement to any successor company taking over Echo Bay Marina & Lodge's business. The Entrant and the Designers may not assign this Agreement without Echo Bay Marina & Lodge's written consent, which may be withheld by Echo Bay Marina & Lodge in its discretion. Nothing in this Agreement or done pursuant to this Agreement will create or be construed to create a partnership, joint venture, agency, employment, sponsorship, or other similar relationship between the parties. In this Agreement, references to Echo Bay Marina & Lodge's assigns and licensees include the Echo Bay Marina & Lodge Logo Selection Panel.

In WITNESS WHEREOF, the Echo Bay Marina & Lodge, the Entrant and each Designer have SIGNED, AND DELIVERED this Agreement as of the Effective Date indicated below.

The Design (Insert the Design Name as per Entry Form)	
Effective Date (Insert the date on which the Entry Form was completed)	

Entrant Name	
Authorized Signature	_____
Authorized Signer Name & Title (printed)	Authorized Signature

Designer(s)

_____	_____
Signature	Signature
_____	_____
Name (printed)	Name (printed)

Note: If there are more than 2 Designers, please attach a separate page to this Agreement listing the additional Designers and bearing the signature of the Entrant and ALL Designers using the same format set forth above.

ECHO BAY MARINA & LODGE

Authorized Signatory
Name:
Title: