

CORPORATION OF THE TOWN OF GANANOQUE

BYLAW NO. 2012-091

BEING A BY-LAW TO AUTHORIZE THE TOWN OF GANANOQUE TO AN
AGREEMENT WITH IMAGE ADVANTAGE.

WHEREAS by Section 5 of the Municipal Act, 2001, S.O. 2001, c. 25, the powers of a municipal corporation are to be exercised by its Council;

AND WHEREAS the Municipal Act, 2001, S.O. 2001, c. 25, provides that the powers of every Council are to be exercised by Bylaw;

NOW THEREFORE be it resolved that the Council of the Corporation of the Town of Gananoque enacts as follows;

1. That the Council hereby authorizes the Town of Gananoque to enter into an agreement with Image Advantage for the purpose of a electronic filing system as set out in Schedule 'A' attached hereto and forming part of this by-law.
2. That the Mayor and Clerk are hereby authorized to execute all documents in regard to said agreement.

READ A FIRST, SECOND, and THIRD TIME, passed, signed, and sealed with the corporate seal this 4th day of September, 2012.



Mayor, Erika Demchuk



Clerk, Bonnie Dingwall



1-1354 County Road #2 Escott
Mallorytown, Ontario
KoE 1R0
(613) 659-4620

TRANSACTION AGREEMENT

CUSTOMER BILLING LOCATION

DATE: September 5, 2012

NAME: Corporation of the Town of Gananoque

ADDRESS: P.O. Box 100, 30 King Street East

PHONE: 613-382-2149

CITY: Gananoque, Ontario

FAX: 613-382-8587

POSTAL CODE: K7G 2T6

CUSTOMER CONTACT: Ms. Bonnie Dingwall, Director of Corporate Services/Clerk

PRODUCT/SERVICE

FileHold system as described in the "Proposal for TOMRMS, Scanning, Consulting Services and FileHold for the Town of Gananoque version 1" dated October 24, 2011.

Price for FileHold ver. 12 16 user is \$10,015 including installation. Consulting extra as described in the Proposal. Scanning extra to be determined.

AUTHORIZATION

MAYOR: Erika Domichel

CUSTOMER: [Signature] Clerk

IMAGE ADVANTAGE: man D. [Signature]

PAYMENT DETAILS

Net 15.

SEE TERMS AND CONDITIONS ON REVERSE SIDE

TERMS AND CONDITIONS

1. This agreement is between the Customer and the Vendor as indicated on the face side of this document. The Customer is purchasing equipment or services identified on the face side in accordance with the charges, terms and conditions on this page and the reverse hereof.
2. The term "this Agreement" as used herein includes the terms and conditions referred to on the reverse side hereof or any further amendment, modifications, or supplements made hereto. The Customer acknowledges that he has read this Agreement, and understands it, and agrees to be bound by its terms and conditions and further agrees that it is the complete documentation between the parties relating to the subject matter of this Agreement. This Agreement constitutes the entire Agreement between the Vendor and the Customer and no other oral or written agreements of representatives shall be binding on either party. Any changes must be authorized by a signing officer of the Vendor.
3. Customer agrees to pay the Vendor costs and expenses of collection, including legal fees on a solicitor and client basis.
4. The vendor is not liable for any direct, indirect, special, consequential or incidental damages, howsoever caused, including without limitation, any damages arising from computer viruses.
5. Customer agrees to indemnify and save Vendor harmless from liability for any and all debts, obligations, damages, claims, demands, actions, suits, proceedings or judgments of any nature, arising directly or indirectly as a result of, or otherwise in connection with the use, operation or purchase of the installed software, images or other computer related solutions and the exercise of Vendor of any of its rights hereunder.
6. Customer agrees to indemnify and save Vendor harmless from liability for any and all debts, obligations, damages, claims, demands, actions, suits, proceedings or judgments of any nature, arising directly or indirectly as a result of loss or damage of documents or files from theft, fire, act of God (including flood, earthquake, tornado, hurricane, tidal wave, etc.), mould, mildew, pests, insects, rodents, war, vehicle accident, etc.
7. Customer acknowledges receipt of a signed copy of this Agreement.
8. Time is of the essence hereof and this Agreement shall be governed by and construed according to the laws of the Province of Ontario and the Government of Canada.
9. Customer may provide a Purchase Order but it is agreed that in the event of disagreements this Agreement has precedence.