

RECIPROCATION AGREEMENT

BETWEEN:

Softball Ontario
3 Concorde Gate
Toronto, Ontario
M3C 3N7

- And -

INSERT NAME
Insert Address

WHEREAS Softball Ontario, a non-profit corporation, is the governing body for the sport of softball in Ontario;

AND WHEREAS _____ is the governing body for the sport of men's softball within Softball Ontario;

AND WHEREAS the Parties have agreed to enter into a Reciprocity Agreement and wish to reflect the terms of their understanding in writing;

NOW THEREFORE the Parties hereby understand and agree as follows:

Responsibilities of the Parties

1. The Parties will:
 - a. Draft and implement protocols for the recognition of sanctions relating to athletes and coaches received within Softball Ontario and/or _____.
 - b. Notify each other within seven (7) days of a sanction.
 - c. Notify each other within seven (7) days of any further action related to a sanction, including, but not limited to, an appeal decision.

Responsibilities of Softball Ontario

2. Softball Ontario will:
 - a. Recognize and respect the disciplinary sanctions imposed by _____.
 - b. Enforce the disciplinary actions imposed by _____ within the jurisdiction of Softball Ontario.

Responsibilities of _____

3. _____ will:
 - a. Recognize and respect the disciplinary sanctions imposed by Softball Ontario.
 - b. Enforce the disciplinary actions imposed by Softball Ontario within the jurisdiction of _____.

Term

4. This Agreement will commence on the date of execution of this Agreement and will terminate in accordance with this Agreement.

Termination

5. Either Party may terminate this Agreement upon ninety (90) days written notice to the other Party of its intention to terminate this Agreement, which will terminate accordingly.
6. Either Party may terminate this Agreement if there is a breach of the terms of this Agreement. In such case, written notice must be given to specify the breach and the Party receiving the notice will have five (5) days to remedy the matter.

Agency and/or Partnership

- 7. Nothing in this agreement will be construed as making the Parties partners or in a joint venture.
- 8. The Parties agree not to hold themselves out, as the agents of the other Party and under no circumstance will either Party have the authority to bind the other Party or hold itself out to any third party as having such authority.

Notices

- 9. Notices and correspondence required to be sent to any party in connection with this Agreement will be in writing and will be sent by post to the addresses listed above. Any change in address will be notified to the other party immediately. Notice will be deemed to have been given after the seventh day of the date of post for mail and the day of delivery for facsimile.

Dispute Resolution

- 10. The Parties agree to submit any dispute they may have regarding this Agreement or its termination to mediation, the costs of which will be shared equally between the parties. If a mediated resolution of the dispute cannot be achieved within 30 days of initiating mediation, the parties agree to submit the dispute to binding arbitration before a mutually acceptable, independent arbitrator. The costs of the arbitration will be shared equally between the two Parties.

Governing Law

- 11. This Agreement will be governed by and construed in accordance with the laws of the Province of Ontario.

General

- 12. The Parties have sought or obtained, or have had the opportunity to seek and obtain, independent legal advice concerning the matters in this Agreement, and execute this Agreement knowingly and voluntarily.
- 13. This Agreement constitutes the sole and entire agreement between the parties, and supersedes any previous agreements, understandings and arrangements between the parties. Any amendments hereto are enforceable only if in writing and signed by each of the parties.
- 14. If any portion of this Agreement is deemed by any court of competent jurisdiction to be illegal or unenforceable, then the remaining provisions of this Agreement will remain in full force and effect notwithstanding.
- 15. This Agreement has been executed by an authorized signatory of each party who is duly entitled to represent and bind the party.

THE PARTIES HEREBY AGREE to abide by the terms and conditions outlined in this Agreement.

Softball Ontario

Per:

Per:

Date

Date