



Signal Hill Campus/St. John's Campus

Office of Strategic Operations (Signal Hill Campus) & Conference and Event Services
Emera Innovation Exchange, Suite B-2003
St. John's, NL Canada A1C 5S7
Tel: 709 864 3133 www.mun.ca/signalhillcampus

Event Services / Venue Rental Terms and Conditions

Background:

1. Memorial University of Newfoundland ("**Memorial**") is an academic institution that operates and owns certain venues within the City of St. John's, including the Emera Innovation Exchange located at 100 Signal Hill Road, St. John's (the "**Emera Innovation Exchange**") and the Johnson Geo Centre located at 175 Signal Hill Road, St. John's (the "**Johnson Geo Centre**") and various locations at Memorial's main campus based at 230 Elizabeth Avenue, St. John's (such locations being collectively referred to in this Agreement as the "**St. John's Campus**").
2. The Client and Memorial have completed Appendix A to this Agreement (the "**Rental Form**"), which is hereby incorporated by reference and forms part of this Agreement.
3. The persons(s) listed in the Rental Form (collectively, the "**Client**") wish to rent from, and Memorial wishes to rent to the Client, the space or spaces identified in the Rental Form (collectively, the "**Venue(s)**"), all on the terms and conditions set out in this Agreement.
4. The Client and Memorial are collectively referred to in this Agreement as the "**Parties**" and each as a "**Party**".

NOW THEREFORE, in consideration of the payment by the Client to Memorial of the Deposit (as defined below) and the mutual covenants set out in this Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties agree as follows:

1.0 VENUE RENTAL

- (a) Memorial agrees to rent the Venue(s) to the Client, and the Client agrees to rent the Venue(s) from Memorial, at the price(s) stipulated in the Rental Form. Such rental shall occur on the Event Date (as defined in the Rental Form) (the "**Event Date**") and shall permit the use of the Venue(s) for the Event described in the Rental Form (the "**Event**") by the number of attendees identified in the Rental Form.
- (b) The Event shall begin at the "Event Start Time" indicated in the Rental Form and will conclude at the "Event Finish Time" indicated in such form. Memorial agrees to permit the Client to begin set-up for the Event at the "Set-up Time" stipulated in the Rental Form and agrees to permit the Client to tear down the Event at the "Tear-Down Time" stipulated in the Rental Form. In the event the Client wishes to begin set-up for the Event prior to the designated Set-up Time, or wishes to delay tear down beyond the designated Tear-Down Time, it must first obtain the written approval of Memorial's Office of Strategic Operations (Signal Hill Campus) & Conference Services, in which case an additional charge may apply. Events and bookings shall not continue beyond 9:00 PM unless negotiated in advance of the "Event Start Time".
- (c) The Client acknowledges that the Venue(s) is being rented to the Client on the expectation that the Venue(s) will be used exclusively for the purpose of the Event as described in the Rental Form. If Memorial determines, in its sole discretion, that the use of the Venue(s) is inconsistent with the Event as described in the Rental Form, Memorial may immediately terminate this Agreement and the rental of the Venue(s) as set out in section 3.0(h) of this Agreement.

2.0 BASIC AND ADDITIONAL SERVICES

- (a) Memorial agrees to provide, as part of the rental of the Venue(s) described above and at no extra cost to the Client, basic coordination and audio-visual services, namely the following (collectively, the **"Basic Services"**):
- a. Pre-Event consultation and coordination with the Client with respect to the Venue(s) and audio-visual system(s): this includes use of any built-in presentation and business conference-call type audio/video systems in the Venue(s); the powering on and functional check of such systems, preparation of such systems for use, and brief introduction to such systems immediately prior to the start of the Event as well as the shutting down of such systems immediately following the Event; and troubleshooting of infrastructure and in-house equipment failures/issues (although a delay may result); but does not include Additional Services, as described below;
 - b. Coordination with the Client at the Venue(s) on the Event Date: this includes a pre- and post-event check-in, brief orientation to the Venue(s), discussion of housekeeping items and basic troubleshooting of issues or concerns with the Venue(s) but does not include Additional Services, as described below; and
 - c. Where particular "In-Room Equipment and Amenities" are identified in the Rental Form for the Venue(s), such equipment and amenities shall comprise part of the Basic Services provided to the Client hereunder.
- (b) Memorial further agrees to provide or permit the additional services identified in the Rental Form (collectively, the **"Additional Services"**), all at such cost as may be indicated on the Rental Form. Where "Additional Equipment and amenities" are identified in the Rental Form for the Venue(s) or the Event, such equipment and amenities shall comprise Additional Services provided to the Client hereunder, with such Additional Services being provided at the cost(s) specified for same in the Rental Form, if any.
- (c) The Basic Services and Additional Services are collectively referred to in this Agreement as the **"Rental Services"**. Neither Party may modify the Rental Services without the prior written agreement of the other Party. The Client acknowledges that (a) any such modification may result in additional fees being payable to Memorial and (b) Memorial may not be able to accommodate requests of the Client beyond the provision of the Rental Services.

3.0 PAYMENT, CANCELLATION AND TERMINATION

- (a) The Client shall pay to Memorial the total fees set out in the Rental Form (the **"Rental Fees"**) together with such other charges, costs and expenses as may be payable pursuant to the terms of this Agreement (collectively, the **"Additional Fees"**). In addition, at the time of signing of this Agreement, the Client shall pay to Memorial any fee identified in the Rental Form as a deposit (the **"Deposit"**).
- (b) The Client shall pay the Rental Fees in the manner stipulated in the Rental Form.
- (c) The Client shall pay all Additional Fees promptly upon receipt of an invoice or demand for same from Memorial and in any event no later than thirty (30) days after the date of such invoice or demand, failing which interest shall accrue thereon at the rate of 5% per month until payment is received in full.
- (d) The Client agrees to accept all invoices and demands issued by Memorial in respect of fees and charges payable by the Client under this Agreement electronically at the email address of the client billing contact set out in the Rental Form.
- (e) Where the Event is to occur at the Emera Innovation Exchange or Johnson Geo Centre, or where the Event is to occur over a period of more than one (1) day anywhere on the St. John's Campus, the Client may cancel the Event and terminate this Agreement for any reason by providing written notice of cancellation/termination to Memorial's Office of Strategic Operations (Signal Hill Campus) & Conference Services at least thirty (30) days prior to the Event Date. In the event of such cancellation/termination, the Client shall forfeit the Deposit but shall not be responsible to Memorial for any further fees in respect of the Event. Where the written notice required for the cancellation/termination of such an Event as previously described is not provided, the Client may still terminate the Event by providing written notice to Memorial's Office of Strategic Operations (Signal Hill Campus) & Conference Services; however, the Client will remain liable to pay to Memorial either \$500.00 or the full Rental Fees (less Deposit), whichever is less, and the Client shall also forfeit the Deposit.
- (f) Where the Event is not as described in subparagraph (e) above, the Client may cancel the Event and terminate this Agreement for any reason by providing written notice of cancellation/termination to Memorial's Office of

Strategic Operations (Signal Hill Campus) & Conference Services at least fifteen (15) days prior to the Event Date. In the event of such cancellation/termination, the Client shall forfeit the Deposit but shall not be responsible to Memorial for any further fees in respect of the Event. Where the written notice required for the cancellation/termination of such an Event as previously described is not provided, the Client may still terminate the Event by providing written notice to Memorial's Office of Strategic Operations (Signal Hill Campus) & Conference Services; however, the Client will remain liable to pay to Memorial either \$250.00 or the full Rental Fees (less Deposit), whichever is less, and the Client shall also forfeit the Deposit.

- (g) All amounts stipulated in this Agreement are Canadian dollars.
- (h) Memorial reserves the right to immediately terminate this Agreement and the rental of the Venue(s) at any time, including without limitation on the Event Date and during the Event, in the event of any of the following:
 - a. the Client or any of Client's guests, patrons, invitees, employees or contractors (collectively, "**Client's Personnel**") cause or create any nuisance that is detrimental to other users of the premises in or about which the Event is to take place or is taking place;
 - b. the Client or any of Client's Personnel cause or create any hazards to the safety of any person(s) or put property of Memorial or other parties at risk of damage, including without limitation using candles, incense, or other open flames, storing or using compressed gases of any kind (e.g. propane, butane) or using fog or smoke machines;
 - c. the Client or any of Client's Personnel engage in any activities that may be criminal in nature or may otherwise result in damage or prejudice to the reputation and good will of Memorial or the Venue(s); or
 - d. the Client uses the Venue(s) for any purpose other than the Event as described in the Rental Form.

In the event of such termination, the Client and all of Client's Personnel may be required to immediately remove all of Client's Equipment (as defined below) and vacate the Venue(s). Client shall remain liable to Memorial to pay all Rental Fees and Additional Fees, notwithstanding early termination of the rental, and shall have no remedy at law or otherwise against Memorial for early termination.

4.0 **CATERING AND ALCOHOL SERVICES**

- (a) Catering and alcohol services may be available for the Event, depending upon the Venue(s) in which the Event is to take place. Where the Client wishes to obtain such services, they shall be indicated in the Rental Form as being applicable (collectively, the "**Catering Services**"). The Client acknowledges as follows:
 - a. Catering Services provided at the Emera Innovation Exchange are provided by Red Oak Catering ("**Red Oak**") and are subject to and governed by agreements in effect between Memorial and Red Oak;
 - b. Catering Services provided at the Johnson Geo Centre are provided by such third party vendor as Memorial may determine from time to time in its sole discretion (the "**Third Party Catering Vendor**"), and are subject to and governed by agreements in effect between Memorial and such third party;
 - c. Catering Services provided at the St. John's Campus are provided by Aramark ("**Aramark**") and are subject to and governed by agreements in effect between Memorial and Aramark; and
 - d. Whichever of Red Oak, Aramark and the Third Party Catering Vendor provides Catering Services for the Event is referred to in this Agreement as the "**Caterer**".
- (b) Where Catering Services apply, Memorial agrees to coordinate with the Client to enable the Client to obtain such services directly from the Caterer. Details regarding the Catering Services will be outlined in and subject to agreement(s) entered into directly between the Client and the Caterer. Memorial expressly disclaims any and all responsibility for, and any representations or warranties (including without limitation merchantability or fitness for a particular purpose) in respect of, the Catering Services and all food and beverages provided in the course thereof, all of which are the sole responsibility of the Caterer and/or Client. The Client hereby irrevocably waives any and all claim or demand it may have, whether at law or otherwise, against Memorial in respect of the Catering Services or any matters relating thereto. The Client further agrees to defend, indemnify and hold harmless Memorial and its Personnel (as defined below) from and against any and all claims, demands, actions, causes of action, proceedings, liabilities, costs or expenses, including lawyer fees and disbursements on a solicitor-client basis, (collectively, "**Claims**") arising from or related to the Catering Services or any matters relating thereto.
- (c) The Client agrees to assume full responsibility for and immediately remove from the Venue(s) any food or beverages brought into the Event other than those permitted in the Venue(s) by the Caterer or those forming part of the authorized Catering Services.

- (d) In no event will the Client or any of Client's Personnel bring into, open or consume any outside alcoholic beverages in the Venue(s) or at the Event. The Client agrees to comply with, and cause all of Client's Personnel to comply with, (i) Memorial's *Alcohol Policy*, (ii) any terms or conditions of any licenses under which Memorial or the Caterer provide or serve alcohol, and (iii) all applicable laws.
- (e) Where the Caterer is Red Oak, then the terms of any contract entered into between the Client and Red Oak will apply in respect of any alcohol services obtained by the Client. Where the Caterer is Aramark and the Client has contracted for the provision of alcohol services, the terms attached as Appendix B will apply and form part of this Agreement.
- (f) The Client acknowledges that the Caterer or such other person(s) designated by the Caterer or Memorial to supervise or attend the Event reserve the right to request identification and/or restrict, cease or refuse the service of alcohol to any patron at the Event, or to terminate service of alcohol at the Event altogether. In the event of any such refusal or termination of service, the Client shall not be entitled to any refund or reimbursement from the Caterer or Memorial, and the Client hereby waives any claims it may have against the Caterer, Memorial or their respective Personnel arising from or related to such refusal or termination of service.

5.0 **MUSIC AND ENTERTAINMENT**

- (a) The Client shall not permit any dancing or the use or performance of live or recorded music at the Event or in the Venue(s) unless such activities are identified in the Rental Form and the Client has agreed to pay all costs identified in the Rental Form in relation to such activities.
- (b) The Client acknowledges that Memorial is required to collect licensing fees for the Society of Composers, Authors and Music Publishers of Canada ("**SOCAN**") and/or Re:Sound whenever music is played at an event (collectively, the "**Licensing Fees**"). SOCAN and Re:Sound are Canadian copyright collectives that administer the performing rights of their members by licensing the use of their music in Canada. The Client agrees to be responsible for all Licensing Fees payable in respect of activities undertaken by or on behalf of the Client at the Event or in the Venue(s) and agrees to indemnify and hold harmless Memorial and its Personnel in respect thereof. All Licensing Fees shall constitute Additional Fees for the purpose of this Agreement.

6.0 **CLIENT PROPERTY AND EQUIPMENT**

- (a) The following is not permitted at the Venue(s) unless otherwise agreed to, in writing, by Memorial's Office of Strategic Operations (Signal Hill Campus) & Conference Services:
 - a. The use of candles, incense, or other open flames;
 - b. The storage or use of compressed gases of any kind (e.g. propane, butane, etc.);
 - c. The use of fog or smoke machines;
 - d. The use of helium balloons, feathers, flower petals, bubbles, confetti, rice, glitter or projectiles of any sort;
 - e. The hanging of materials from the walls, ceilings, or hand rails;
 - f. The use of floor runners; and
 - g. The use of adhesives, including but not limited to: tape, glue, putty, hooks, etc., on any walls, doors, windows, ceilings, floors, railings, furniture, equipment, or other part of the infrastructure of the building.
- (b) The Client must ensure that all cords or other tripping hazards are covered with mats or placed in an area where pedestrian traffic is not possible.
- (c) The Client must ensure that all furniture and equipment brought into the Venue(s) has rubber bottoms or is placed on mats.
- (d) The Client may use free standing and/or table-top decorations provided that they adhere to the terms herein.
- (e) All equipment, technology, materials, supplies and decorations brought into the Venue(s) by the Client or any of Client's Personnel (collectively, "**Client Equipment**") must be removed before the conclusion of the Event Tear-Down Time, failing which the Client shall be responsible for paying Memorial a fee of \$250.00, which the Client agrees constitutes liquidated damages to cover the costs incurred by Memorial to remove all such items and related expenses. Where the Client or any Client's Personnel have provided any equipment, technology, materials or supplies to Memorial (i) for use or display at the Venue(s) or in other premises owned by Memorial on dates other than the Event Date, (ii) for any purpose not restricted solely to the Event or (iii) pursuant to a separate contract

with Memorial, such equipment, technology, materials and supplies shall not constitute Client Equipment for the purpose of this Agreement.

- (f) Unless otherwise indicated in the Rental Form, all Venue(s) are provided with furniture as is, and the Client shall be responsible for ensuring furniture and equipment are returned to their proper layout upon conclusion of the Event, failing which the Client shall be responsible for paying Memorial a fee of \$250.00, which the Client agrees constitutes liquidated damages to cover the costs incurred by Memorial to return furniture and equipment to their property layout and related expenses.
- (g) The Client shall advise the Office of Strategic Operations (Signal Hill Campus) & Conference Services at least fifteen (15) days prior to the Event Date of any contracts the Client has signed with a third party which require performance by the third party at the Venue(s) and of the number of persons acting for such third party who may require access to the Venue(s).

7.0 **MEMORIAL PROPERTY AND EQUIPMENT**

- (a) The Client shall not permit any person to move or use in any way any technology or equipment located in the Venue(s) that is not Client Equipment (such technology and equipment being collectively referred to in this Agreement as “**Memorial Technology**”).
- (b) The Client shall not, without obtaining the prior written approval of the Office of Strategic Operations (Signal Hill Campus) & Conference Services of Memorial:
 - a. permit any of Client’s Personnel to connect any Client Equipment (including without limitation software) to, or use any Client Equipment in conjunction with, any Memorial Technology;
 - b. permit any of Client’s Personnel to operate any Memorial Technology; or
 - c. permit any of Client’s Personnel to attempt to fix any issue with or disruption to service of any Memorial Technology.

In the event of any such issue with or disruption to service of any Memorial Technology, the Client shall immediately notify the Office of Strategic Operations (Signal Hill Campus) & Conference Services of Memorial or such other person as has been designated in writing by Memorial to address such issue(s).

- (c) The Client agrees to promptly pay any and all costs and expenses incurred by Memorial to repair or correct any damage or loss caused to any property that is not Client Equipment, including without limitation Memorial Technology, (collectively, “**Memorial Property**”) where such damage or loss (i) occurs during the Event, (ii) is caused or contributed to by the acts or omissions of the Client or any Client’s Personnel, or (iii) results, directly or indirectly, from any breach of any obligation of the Client under this Agreement. Where any Memorial Property must be replaced as a result of any of the foregoing, the Client shall promptly pay to Memorial the full cost of purchasing such Memorial Property new or, if such Memorial Property is unavailable, then the cost of purchasing property that is functionally and aesthetically equivalent to such Memorial Property. All the costs and expenses incurred by Memorial as set out in this Agreement shall constitute Additional Fees for the purpose of this Agreement.

8.0 **PARKING**

Memorial will provide parking at the Emera Innovation Exchange at a cost of \$1.50 per hour through the Passport Canada Mobile Phone App or the Passport Canada Website (<https://www.passportca.com/park/>), unless another method is agreed upon in writing by Memorial prior to the Event Date. Memorial will also provide parking at the Johnson Geo Centre at no cost. Parking at other locations may or may not result in charges depending upon the location(s). The Client will ensure that designated blue zone spots are occupied only by persons with legitimate need and appropriate permit(s). The Client acknowledges that parking at all Venue(s) shall be subject to Memorial’s *Traffic and Parking Regulations* or any successor or similar regulations or policies as may be in effect or amended from time to time (collectively, the “**Parking Regulations**”). Memorial expressly disclaims all liability for costs incurred or damage sustained by the Client and any Client’s Personnel as a result of any failure to pay for any parking or abide by Parking Regulations, and the Client acknowledges that it is his/her responsibility to communicate applicable parking conditions to all Client’s Personnel.

9.0 **VIEWINGS AND ACCESS TO VENUE(S)**

- (a) Memorial does not guarantee that the Client may view the Venue(s) prior to the Event Date, but will make reasonable efforts to make such arrangements where requested by the Client. The Client agrees to coordinate all such viewings through the Office of Strategic Operations (Signal Hill Campus) & Conference Services.
- (b) The Client agrees, unless prior approval is otherwise obtained in writing from the Office of Strategic Operations (Signal Hill Campus) & Conference Services, to access the Venue(s) as follows:
 - a. If the Venue is in the Emera Innovation Exchange, access shall be through the main entrance from the lower parking lot or main entrance from the upper parking lot;
 - b. If the Venue is in the Johnson Geo Centre, access shall be through the main front entrance off of the parking lot; and
 - c. All access at all Venues shall be during regular business hours (not including designated Memorial holidays or such other days as Memorial may designate from time to time in its sole discretion) as follows:
 - i. For the Emera Innovation Exchange, Monday to Friday, 8:30 AM – 5:00 PM;
 - ii. For the Johnson Geo Centre, Monday to Sunday, 9:30 AM – 5:00 PM; and
 - iii. For the St. John's Campus, Monday to Sunday, 8:30 AM – 5:00 PM (varies depending on the building).

10.0 **LOST, MISSING OR DAMAGED ITEMS**

Memorial accepts no responsibility for items lost or damaged during the Event, in the Venue(s) or in or about any other Memorial property, including without limitation parking lots, regardless of whether such loss or damage is due in part or in whole to the negligence of Memorial or its directors, trustees, employees, agents or contractors (collectively referred to in this Agreement as "**Memorial's Personnel**") or to any other person or party. The Client acknowledges and agrees that the safety and security of the property of the Client and the property of any Client's Personnel, including without limitation the Client Equipment, shall be the sole responsibility of the Client.

11.0 **APPLICABLE LAW AND MEMORIAL POLICIES**

- (a) The Client agrees to, and agrees to ensure that all Client's Personnel, abide by applicable laws at all times during the Event and while on Memorial's premises, including without limitation applicable building and fire codes. The Client shall ensure, during the Event and while any Client's Personnel are on Memorial's premises, that (i) the total number of Client's Personnel in the Venue(s) at any time does exceed the capacity of such Venue(s), (ii) illegal drugs are not possessed or consumed and (iii) none of Client's Personnel are under the influence of illegal drugs.
- (b) The Client shall ensure that he/she and all of Client's Personnel abide by Memorial policies at all times during the Event and while on Memorial's premises, including without limitation Memorial's *Smoking Policy*.
- (c) The Client shall not permit any animal(s) anywhere in the Venue(s) or on Memorial's premises, with the exception of service animals accompanied by proper documentation.

12.0 **INSURANCE AND INDEMNIFICATION**

- (a) The Client shall maintain, at a minimum and at all times during the Event, the insurance coverage described in Appendix C attached to this Agreement, if any, and abide by the terms of such Appendix C. The Client shall also ensure that all third parties with whom the Client contracts for the provision of any goods or services in relation to the Event maintain general liability insurance in respect of such activities and are compliant with Appendix C attached to this Agreement.
- (b) The Client shall not violate, or permit any of Client's Personnel to violate, any condition of any insurance policies held by Memorial.
- (c) The Client hereby agrees to defend, indemnify and hold harmless Memorial and all Memorial's Personnel from and against any and all claims, losses, demands, judgments, liabilities, actions, causes of action, proceedings, suits, costs and expenses (collectively, "**Claims**") arising from or related to, directly or indirectly, (i) the Event, (ii) the rental of the Venue(s) by the Client or (iii) the use of any of Memorial's premises or Memorial Property by the Client or any of Client's Personnel, save and except to the extent the Claims are caused by the gross negligence or willful misconduct of Memorial or any Memorial's Personnel.

13.0 **ACCESS TO INFORMATION**

The Client acknowledges that Memorial is subject to the *Access to Information and Protection of Privacy Act 2015*, SNL 2015 c. A-1.2 (“**ATIPPA 2015**”) and any records he/she supplies to Memorial, including this Agreement, may be subject to requests under the ATIPPA 2015. In the event of a request to Memorial for third party business information in its custody and control, information can be withheld only if it meets all parts of the 3-part harms test for non-disclosure as stated in section 39 of the ATIPPA 2015.

14.0 **FORCE MAJEURE**

Neither Party shall be liable for any breach of this Agreement or failure to perform resulting from any Force Majeure Event, provided such Party provides written notice to the other Party of such Force Majeure Event as soon as practicable after it occurs. For the purpose of this Agreement, “**Force Majeure Event**” means an occurrence not within the reasonable control of a Party including without limitation death or serious illness; accident; an act or regulation of public authority; fire; riot or civil commotion; labour dispute; terrorist acts or threats; acts or declaration of war; disease; epidemic; substantial interruption in, or substantial delay or failure of, technical facilities or utilities; inclement weather; or acts of God.

15.0 **GENERAL**

- (a) Where more than one person has executed this Agreement as the “Client”, then the obligations of the Client under this Agreement, and the liability accruing to the Client hereunder, shall be joint and several amongst such persons.
- (b) This Agreement and all claims arising therefrom are governed by and to be construed and interpreted in accordance with the policies of Memorial University of Newfoundland, the laws of the Province of Newfoundland and Labrador and federal laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Newfoundland and Labrador.
- (c) This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- (d) If any covenant or provision of this Agreement is determined to be void or unenforceable, in whole or in part, it shall not affect or impair and shall not be deemed to affect or impair the validity of any other covenant or provision and each such covenant or provision is hereby declared to be separate, distinct and severable for the purposes hereof.
- (e) This Agreement may only be amended in writing signed by a duly authorized representative of each Party.
- (f) This Agreement (including the Exhibits attached hereto) embodies the entire agreement and understanding of the Parties hereto, and shall supersede all documents or agreements, whether written or verbal, in respect of the subject matter hereof. Where there are discrepancies between this and other agreements (quotations, estimates, catering agreements, third party contracts), this Agreement is the governing document.
- (g) Articles 3, 5, 8, 10 and 12 through 15 inclusive, and sections 4(b),4(c),4(d),4(e),4(f),6(e),6(f),7(c) and 11(a), shall survive termination or expiration of this Agreement.
- (h) This Agreement may be executed in one or more counterparts, each of which, once executed, shall constitute an original and all of which together, once delivered by facsimile or email copy (by pdf or otherwise), shall constitute one and the same agreement and will be binding upon that Party for all purposes as if it were an original signature.