



The **Spring 2013 Fuel & Fun!** Package Promotion and Partnership Agreement

Accommodation Provider

This AGREEMENT is between Explorers' Edge and _____,
the "Accommodation Provider".

In this Agreement

- i. "us" and "we" refer to Explorers' Edge.
- ii. "You" and "Your" refers to the Accommodation Provider who signs the Agreement.
- iii. Bolded words are words that we have defined in this Agreement.

Purpose

Part of the Explorers' Edge mandate is to help increase business for area Accommodation Providers and additional Tourist Operators (which we call Experience Providers in other contracts relating to this Agreement). The Spring 2013 Fuel & Fun! Package from Explorers' Edge will do this by providing some incentives for travelers to book with you, and for them to additionally visit regional Experience Providers (attractions, dining establishments, etc.) in the area. Specifically the incentives refer to a \$50 Gas Card and 2 x \$25 Experience Vouchers to be used "same as cash" and honoured by participating Experience Providers. These incentives will be provided to participating Accommodations Providers to distribute to guests participating in the Fall Fuel & Fun! Package program, who book a minimum of 2-nights' accommodation for the time period between April 20, 2013 and May 31, 2013.

This purpose is included as the motivating force behind this Program and this Agreement, but it is not itself part of the Agreement. . Please review terms on Page 2.

Terms.

- 1) As far as is possible, this Agreement is being drafted in ordinary language/plain English. The parties agree that any interpretation of this Agreement must consider context and a purposive approach to interpretation and a literal, strict interpretation is to be avoided.
- 2) It is of critical importance to the success of this Program that you market this Program. While Explorers' Edge recommends a vigorous use of social media in addition to more traditional marketing and advertising choices, the choice of if, how, where and how much to market is always at your discretion and responsibility.
- 3) As an Accommodation Provider you are considered a Tourism Operator in the Region. The criteria for defining what constitutes a tourism operator (as per the Explorers' Edge Tourism Operator Relations Committee) is as follows:
 - i. A business that operates within the borders of Explorers' Edge and has a "storefront" here.
 - ii. A business that targets travelers: to bring them to the region; while they're in the region; who live but also travel within this region.
 - iii. A business that accepts payment for services or product rendered.
 - iv. A business that is able to participate in packages or partnerships targeting tourists, though they may not choose to.
- 4) Accommodation Providers are excluded from accepting Explorers' Edge Fuel & Fun vouchers from their own guests; they may accept Explorers' Edge Fuel & Fun vouchers from non-guests.
- 5) We will provide each **Qualified Booking** with (i) one gift card ("Gas Card") in the amount of \$50 redeemable at a Canadian retail automobile gas retailer of our choice; and (ii) **2 Experience Vouchers** each in the amount of \$25, but you must note the following:
 - i. One Qualified Booking receives one Gas Card and Two Vouchers, regardless of the number of guests in that booking.
 - ii. We must limit our participation in this program to providing Gas Cards and Experience Vouchers for the first 500 Qualified Bookings we receive from ALL of the Accommodation Providers, not from each of the Accommodation Providers.
- 6) A "Qualified Booking" is all of the following:
 - i. A booking where the guest(s) have booked with an Accommodation Provider who has signed this agreement,
 - ii. A booking where the Guest(s) have provided their booking confirmation number directly to Explorers' Edge via the website www.explorersedge.ca,
 - iii. A booking for two consecutive nights,

- iv. A booking at one **Accommodation Provider**, for a stay that is within Explorers' Edge region
 - v. A booking for a stay between September 4, 2012 and November 15, 2012, and
 - vi. That was booked between August 16th, 2012 and September 15th, 2012.
- 7) When we receive the booking confirmation number on the Explorers' Edge website, we will verify the booking with the **Accommodation Provider**. Only then will Explorers' Edge deliver the Gift Card and Vouchers to the **Accommodation Provider**.
- 8) When you receive the Gift Card and Experience Vouchers from us, you agree
- i. to provide the guest with the Gift Card and Vouchers at check-in;
 - ii. to obtain a receipt from the guest on a form provided by Explorers' Edge as evidence that the guest received the applicable Gift Card and Voucher(s); and
 - iii. to remit the receipt to us no later than June 30, 2013.
- 9) If you have any Gas Cards or Experience Vouchers on May 31st, 2013 AND you do not have a Guest receipt for those Gas Card(s) or Experience Voucher(s), then you agree to either:
- i. Return those Gas Cards and Experience Vouchers to us, or
 - ii. Reimburse us for the face value of those Gas Cards and Experience Vouchers.
- 10) You agree that we are liable only to the extent of the value of the Gas Card and the Experience Vouchers, and even then, only to the Guest who made the Qualified Booking, and not for any cost or loss to you.
- 11) You agree that any Guest entitled to receive a Gas Card and Experience Vouchers through this program will receive the Gas Card and Experience Vouchers at the time of check-in, but in all events, no later than the check-out of the Guests for the booking to which the Gas Card and Vouchers were obtained.
- 12) We reserve the right to terminate this program at any time without notice, but we will still be responsible for honouring any outstanding Gas Cards or Experience Vouchers.
- 13) Either you or we may refer to this Agreement or to the other party's participation in this program, in any and all promotional or other materials.
- 14) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 15) Any of your questions regarding this Agreement shall be directed to James Murphy, Executive Director, at Explorers' Edge.

16) This Agreement contains the entire agreement between us and you. There are no other agreements written or oral relating to this program. No modification of this Agreement shall be valid unless made in writing and signed by both us and you.

17) If either we or you waive any duty of the other under this Agreement, it does not affect the remainder of the Agreement and it does not change any other duty required by this Agreement.

I have read and agree to the terms outlined in the *Spring 2013 Fuel & Fun! Package Promotion and Partnership Agreement*

Signed _____

Date _____

Name and Title _____

Name and Address of Business

Contact telephone number and email during duration of program:

To participate in this program, please return this agreement to Erin Wilcox at Explorers' Edge no later than Monday, April 1, 2013.

Email: erin@explorersedge.ca

Fax: (705) 243-0392

Mail: 11A Taylor Road, Bracebridge, ON. P1L 1S6

Once the agreement is received Explorers' Edge will send you a jpg or png of the "Fuel & Fun! Package" logo for use in your marketing efforts.