



## The *Winter 2014 EXPLORE THE EDGE* 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 Tourism Operators (which we call Attraction Providers in other contracts relating to this Agreement). The *Explore the Edge* Facebook App program will do this by providing some incentives for travelers to book with you, and for them to additionally visit regional Attraction Providers (attractions, dining establishments, etc.) in the area.

Specifically the incentive refers to 5x\$10 Attraction Vouchers to be used "same as cash" and honored by participating Attraction Providers, which a traveler can register on the *Explore The Edge* Facebook App to receive in the mail or at an agreed upon pick-up site. ***The additional incentive for travelers is that if they book at least one night's accommodation as well, they will receive an additional 5x\$10 booklet of Attraction Vouchers in the package, for a grand total of 10x\$10 cash vouchers.***

Travelers who choose to **book accommodation between January 23, 2014 and March 16, 2014** to get additional vouchers will have all ten (10) vouchers waiting for them upon check-in as long as they book 3-days in advance of their stay. Explorers' Edge will not guarantee the package will be waiting for them upon check-in unless their stay is 3-days' hence from registration.

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) We will provide each **Qualified Accommodations Booking** with an additional 5x\$10 **Attraction Vouchers** (for a total of 10x\$10 Attraction Vouchers), but you must note the following:
  - i. One Qualified Booking receives Ten Vouchers, regardless of the number of guests in that booking.
  - ii. The number of registrations by Guests in this program is limited to providing Attraction Vouchers for the first 500 qualified travelers we receive from the Explorers' Edge Facebook site.
- 4) 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 Facebook,
  - iii. A booking for one night minimum
  - iv. A booking at one **Accommodation Provider**, for a stay that is within Explorers' Edge region
  - v. A booking for a stay between January 23, 2014 and March 16, 2014
- 5) When we receive the booking confirmation number on the Explorers' Edge Facebook Page, we will verify the booking with the **Accommodation Provider**. Only then will Explorers' Edge deliver the Vouchers to the **Accommodation Provider**.
- 6) When you receive Attraction Vouchers from us, you agree
  - i. to provide the guest with the 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 Voucher(s); and
  - iii. to remit the receipt to us **no later than March 31, 2014.**

- 7) If you have any Vouchers on **March 31, 2014** AND you do not have a Guest receipt for those Attraction Voucher(s), then you agree to either:
  - i. Return those Attraction Vouchers to us, or
- 8) You agree that we are liable only to the extent of the value of the Attraction Vouchers, and even then, only to the Guest who made the Qualified Booking, and not for any cost or loss to you.
- 9) You agree that any Guest entitled to receive Attraction Vouchers through this program will receive the Attraction 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 Vouchers were obtained.
- 10) Explorers' Edge will not guarantee a Guest's package will be waiting for them upon check-in unless their stay is three days' hence from registration.
- 11) We reserve the right to terminate this program at any time without notice, but we will still be responsible for honoring any outstanding Attraction Vouchers.
- 12) 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.
- 13) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 14) Any of your questions regarding this Agreement shall be directed to James Murphy, Executive Director, at Explorers' Edge. Email: [james@explorersedge.ca](mailto:james@explorersedge.ca)
- 15) 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.
- 16) 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 2014 *Explore the Edge* 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 Margaret Gage at Explorers' Edge by Friday, January 17, 2014.

Email: [margaret@explorersedge.ca](mailto:margaret@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 "Explore the Edge" logo for use in your marketing efforts.