



The FALL 2017 International Fuel & Fun Package Program Accommodation Provider Agreement

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 Experience Providers in other contracts relating to this Agreement). The **Fall 2017 International Fuel & Fun! Package** from Explorers' Edge will do this by providing some incentives for international 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 **2 x \$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 INTERNATIONAL GUESTS ONLY participating in the Fall 2017 International Fuel & Fun Package program, who **book a minimum of 2-nights' accommodation (booking made between August 11, 2017 and September 7, 2017) for a stay time period between September 8, 2017 and November 30, 2017.**

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) This edition of the Fuel & Fun program is intended to attract international visitors only and as such should not be marketed to domestic (in Canada) audiences by the Accommodations Provider.
- 3) We will provide each **Qualified Booking** with (i) two (2) gift cards (“Gas Cards”) in the amount of \$50 each 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 Two Gas Cards 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 100 Qualified Bookings we receive from ALL of the Accommodation Providers, not from each of the Accommodation Providers.
- 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 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 8, 2017 and November 30, 2017,
 - vi. That was booked between August 10, 2017 and August 31, 2017 and
 - vii. A booking made by an international visitor.
- 5) When we receive the booking confirmation number on the Explorers’ Edge website and have verified that this is a qualified booking, we will verify the booking with the **Accommodation Provider**. Only then will Explorers’ Edge deliver the Gift Card and Vouchers to the **Accommodation Provider**.
- 6) 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 in the sealed envelope provided;

- ii. to obtain a signature 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 December 30, 2017.
- 7) If you have any Gas Cards or Experience Vouchers on November 30, 2017 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.
- 8) 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.
- 9) 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.
- 10) 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.
- 11) 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.
- 12) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 13) Any of your questions regarding this Agreement shall be directed to James Murphy, Executive Director, at Explorers' Edge.
- 14) 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.
- 15) 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 *Fall 2017 International 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 completed agreement to Erin Smit at Explorers' Edge no later than **Thursday, August 10, 2017**.

Email: erin@explorersedge.ca

Fax: (705) 243-0392

Mail: 3-1 Taylor Road, Bracebridge ON, P1L 1S6

Once the agreement is received Explorers' Edge will send you the international campaign link to share only with international audiences if you choose to do so.