



*The FALL 2017 International Fuel & Fun Package Promotion and Partnership Agreement*

**Experience Provider Agreement**

This AGREEMENT is between Explorers' Edge and \_\_\_\_\_,  
the "Experience Provider".

In this Agreement

- i. "us" and "we" refer to Explorers' Edge.
- ii. "You" and "Your" refers to the Experience 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 tourism operators, including "Experience Providers" and "Accommodation Providers". The Explorers' Edge Fall 2017 International Fuel & Fun Package will do this by providing some incentives for international visitors to Canada and our region (who in this document we sometimes call 'guests') to book an experience with you. The incentives include two (2) x \$50 Gas Cards for the guest and two (2) x \$25 Experience Vouchers to be used by the customer "same as cash" and honoured by Experience Providers. Your customers get these \$50 worth of Vouchers by booking a two-night minimum consecutive stay at a regional Accommodation Provider by September 7, 2017 for the stay period of September 8, 2017 to November 30, 2017. Each Voucher is a "one time use" Voucher. (Experience Providers are not involved with the redeeming of the Gas Cards.)

With your participation, you agree to honour the "Experience Vouchers". We will reimburse you for the face value of the Experience Vouchers.

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 or Experience Providers.
- 3) **You agree to accept the Experience Vouchers from the period September 8, 2017 through to November 30, 2017.** When you sign up to participate in the program you will be sent a sample of these Vouchers. When you accept the Voucher, you agree to deduct the face value of the Experience Voucher from the price per person. Only one Voucher per person per guest experience is valid. You agree that any Guest using an Experience Voucher will be charged the same base amount as any other customer who is not using an Experience Voucher – the only difference in price will be the discount given by the Experience Voucher.
- 4) When you receive the Experience Voucher from the Guest, you agree to verify that it has been signed by a participating regional Accommodation Provider. Submit the Experience Voucher to Explorers' Edge at the address below. We agree to issue you a cheque within three weeks for the face value of the submitted and valid vouchers. You may submit your vouchers at any time, but they must be postmarked no later than December 30, 2017 for us to honour them.
- 5) A guest who has any issue with the functioning of the Gas Card is to be told to contact James Murphy, Executive Director, at Explorers' Edge.
- 6) 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.
- 7) 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.
- 8) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 9) Any of your questions regarding this Agreement shall be directed to James Murphy, Executive Director at Explorers' Edge.

10) 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.

11) 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](mailto: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 link to the international campaign landing page that will have Fuel & Fun as part of this greater promotion.