



The *Cottage Country Spirit Local Travel Package – Winter Edition*
Promotion and Partnership Agreement

Accommodation and/or Experience Provider

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

In this Agreement

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

Purpose

As part of the recent Destination Canada and Destination Ontario collaborative domestic marketing agreement to support the Canadian tourism industry to recover from the negative impact of Covid-19, RTO12/Explorers' Edge has been able to access limited funding specifically to promote "hyper local tourism" in our region. To that end, RTO12's "*2021 Cottage Country Spirit Local Travel Package – Winter Edition*" will do this by providing some incentives for permanent and seasonal household residents ONLY in the Explorers' Edge catchment (who in this document we sometimes call 'local guests') to book an experience (attractions, shops, restaurants, events) or overnight accommodation with you. Specifically, the incentive refers to 5 x \$10 Experience Vouchers to be used by the local guest "same as cash" and honoured by participating Accommodation and/or Experience Providers. Your customers get these \$50 worth of Vouchers by registering for one of 2000 available packages (limited number of packages available) on the Explorers' Edge website during the program promotion. Each Voucher is a "one-time use" Voucher and may be used towards the cost of goods or services at participating Accommodation and/or Experience Providers locations between **December 7, 2020 and February 28, 2021**.

With your participation, you agree to honour the “Program Vouchers”. We will reimburse you for the face value of the Program 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) 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) **You agree to accept the Program Vouchers during the program period of December 7, 2020 to February 28, 2021.** 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 Program Voucher from cost of purchase. You agree that any Local Guest using a Program Voucher will be charged the same base amount as any other customer who is not using a Program Voucher – the only difference in price will be the discount given by the Program Voucher. The purchaser using the voucher may use as many of their vouchers per transaction as they wish.
- 4) We will provide each **Qualified Registration** with 5 (five) **Program Vouchers** each in the amount of \$10, but you must note the following:
 - i. One Qualified Registration (one eligible permanent or seasonal household in the Explorers’ Edge catchment) receives Five Vouchers, regardless of the number of residents in that dwelling.
 - ii. We must limit our participation in this program to providing Program Vouchers for a set number of Qualified Registrations we receive from ALL of the sub-regions located within the Explorers’ Edge region, not from each of the sub-regions individually.
- 5) A “Qualified Registration” is all of the following:
 - i. A registration where the permanent or seasonal resident in the defined Explorers’ Edge catchment (based on municipalities within the region) has provided their official mailing address and full contact details directly to Explorers’ Edge via the website www.explorersedge.ca,

- ii. A registration made by an individual who resides either permanently or seasonally within the geographical borders of the Explorers' Edge region.
 - iii. A registration that is made during the program promotion duration.
 - iv. *Please note:* only one package will be dispersed per qualified residence, not per person. Duplicate registrations will not be accepted. Packages will be processed at the Explorers' Edge office and mailed directly to each qualified registrant at the address provided. Packages may **NOT** be picked up from the Explorers' Edge offices, and delivery times for the packages are at the discretion of Explorers' Edge; additionally, Explorers' Edge is not responsible for the time it takes for Vouchers to travel through the Canada Post system.
 - v. Claims of lost or not-received Vouchers will be dealt with individually by Explorers' Edge staff, and no second package will be mailed in the event it is determined one was lost, misplaced or never arrived. Any Accommodations/Experience Provider who is contacted with instances of this should direct the query to Explorers' Edge staff.
- 6) At the completion of the program, submit the Program 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 **March 15, 2021** for us to honour them.
- 7) We reserve the right to terminate this Program at any time without notice, but we will still be responsible for honouring any outstanding Program Vouchers.
- 8) 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.
- 9) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
- 10) Any of your questions regarding this Agreement shall be directed to James Murphy, Executive Director at Explorers' Edge.
- 11) 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.
- 12) 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 *Cottage Country Spirit Local Travel Package – Winter Edition* 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 **December 1, 2020**.

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 a jpg or png of the *Cottage Country Spirit Local Travel Package – Winter Edition* logo for use in your marketing efforts.