

AGREEMENT BETWEEN:

REGIONAL TOURISM ORGANIZATION 7
("RTO7")

and

(the "Partner")

WHEREAS RTO7 is the recipient of Transfer Payment Funding from the Province to assist with Initiatives to promote tourism in BruceGreySimcoe (Ontario Tourism Region 7);

AND WHEREAS RTO7 has entered a Partnership with the Partner to further an Initiative;

AND WHEREAS RTO7 and the Partner are together referred to herein as the Parties;

NOW THEREFORE in consideration of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency whereof is expressly acknowledged, the parties hereto agreed herein:

IN WITNESS WHEREOF the Parties have respectively executed and delivered this Agreement this _____ day of _____, 2018.

SIGNED, SEALED AND DELIVERED
in the presence of:

REGIONAL TOURISM ORGANIZATION 7

Per: _____
William Sullivan
Chief Executive Officer
I have authority to bind the Corporation

(NAME OF PARTNER[S])

Per: _____
Authorized Signing Officer
I have authority to bind the Partner(s)

SCHEDULE "A"
GENERAL TERMS AND CONDITIONS

1.0 Definitions

1.1 When used in this Agreement, the following terms will have the meanings ascribed to them below:

- (a) "**Additional Provisions**" means the terms and conditions referred to in section 9.1 and as specified in *Schedule "C"*;
- (b) "**Agreement**" means this Agreement (including the cover and execution pages and all of the schedules) entered into between RTO7 and the Partner and any instrument amending this Agreement;
- (c) "**Budget**" means the Initiative budget set out in *Schedule "B"*;
- (d) "**Claims**" means any and all liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits or other proceedings;
- (e) "**DMO**" means a destination marketing and management organization;
- (f) "**Experience Development**" means product development and training initiatives;
- (g) "**Fiscal Year**" means the period commencing on April 1, 2018 and ending on March 31, 2019;
- (h) "**Funding**" means the funds available to the Partner by RTO7 pursuant to this Agreement;
- (i) "**Initiative**" means the initiative or project approved by RTO7, which reflect priorities consistent with RTO7's business plan, and which fall within the four program categories, being Signage, Experience Development, Marketing;
- (j) "**Partner(s)**" means the entity(ies) as set out in Schedule "B" working with RTO7 on the Initiative and is strictly subject to the provisions of Article 16.1 herein;
- (k) "**Partnership**" means an agreement of or by the Parties to work together to further an initiative and is strictly subject to the provisions of Article 16.1 herein;
- (l) "**Partnership Funding**" means funding from the RTO7 Partnership Funding Program as set out in section 1.1 (m);
- (m) "**Program**" refers to the RTO7 Partnership Funding Program, consisting of Marketing, Experience Development, and Signage;

- (n) "**Promotion**" means marketing and advertising programs;
- (o) "**Province**" means Her Majesty The Queen In Right of Ontario as represented by the Minister of Tourism, Culture and Sport;
- (p) "**Schedules**" means schedules to this agreement consisting of :
 - (i) *Schedule "A"* – General Terms and Conditions
 - (ii) *Schedule "B"* – Initiative Description, Budget and Work Plan
 - (iii) *Schedule "C"* – Reporting Requirements and Additional Provisions
- (q) "**Signage**" means improvement of tourism experience through the implementation of Tourism Signage and Wayfinding Specifications as provided by RTO7;

2.0 Term of Agreement

2.1 The term of this Agreement will be to March 31, 2019. All expenses must be incurred and paid between April 1, 2018 and March 31, 2019.

3.0 Funding

3.1 RTO7 will make available Funding for the purpose of supporting the Initiative and disburse the Funding according to the payment schedule provided in *Schedule "B"*.

3.2 Despite section 3.1 RTO7:

- (a) may adjust the amount of Funding made available based upon the Province's assessment of the reporting provided to the Province by RTO7; and
- (b) shall not pay Funding installments unless it is satisfied with the progress of the Initiative.

3.3 The amount of Funding to be provided to the Partner is based on costs, net of any costs (including taxes) for which the Partner has received, will receive, or is eligible to receive, a rebate, credit or refund.

4.0 Initiative

4.1 Working collaboratively, the Parties will carry out the Initiative and will do so in compliance with the description, budget and work plan set out in *Schedule "B"*.

4.2 The Parties will not make any changes to the Initiative without the prior written consent of all Partners and RTO7.

4.3 The parties acknowledge that the Initiative as part of the Program is funded by virtue of an annual Destination Marketing and Development Initiative Transfer Payment Funding Agreement ("TPA") between RTO7 and the Province of Ontario. As such every aspect of this Agreement is subject to and must comply with the provisions of [Schedule "A"](#) of the TPA. The Partner acknowledges that Schedule "A" of the TPA has been posted on RTO7's website, which is accessible to the Partner for review.

5.0 Budget

5.1 The Parties will only use the Funding, within Budget, for costs directly associated with carrying out the Initiative.

6.0 Tendering for Goods and Services

6.1 The Parties will conduct the Initiative wisely and prudently achieving value for money. The Parties will acquire all supplies, equipment and services, including any advertising-related services, paid for by the Funding through an appropriate competitive process. Where the purchase price exceeds \$5,000 and where an existing vendor procured through a competitive process satisfactory to RTO7 does not exist, at a minimum at least three written quotes will be obtained unless it can be demonstrated that the supplies, equipment or services to be purchased are specialized and are not readily available.

6.2 Any competitive procurement process must include a clear description of the product/service and sufficient details concerning the requirements. Consistent, transparent and objective evaluation criteria must be utilized.

7.0 Conflict of Interest

7.1 The Parties will carry out the Initiative in a manner that no person associated with the Initiative in any capacity will have a potential or actual conflict of interest and will disclose without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest.

7.2 A conflict of interest includes a situation in which a person associated with the Initiative or any member of his or her family is able to benefit financially from his or her involvement in the Initiative. Nothing in this Article prevents the Parties from reimbursing volunteers for their reasonable out of pocket expenses incurred in connection with the Initiative.

8.0 Representations, Warranties and Governance

8.1 The Partner represents, warrants and covenants that:

- (a) it is a private business, DMO, tourism organization, municipality, association, or interest group which is a validly existing legal entity with full power to fulfill its obligations under this Agreement;
- (b) it has the experience and expertise necessary to carry out its obligations under its Partnership with RTO7 and the Initiatives are within the scope of the Program;
- (c) all information (including information relating to any eligibility requirements for Funding) the Partner provides to RTO7 in support of its request for funding is true and shall continue to be true and complete for the term of this Agreement;
- (d) it has or can generate the matching funds required by RTO7 under this Initiative; and

(e) it has the full power and authority to enter into this Agreement and has taken all necessary actions to authorize the execution of this Agreement.

8.2 Upon request, the Partner shall provide RTO7 with proof of the matters referred to in this Article.

9.0 Further Conditions

9.1 The Partner acknowledges that RTO7 may impose further terms and conditions on the use of the Funding that it considers appropriate for the proper expenditure and management of the Funding and the carrying out and completion of the Initiative. The Partner agrees to comply with any Additional Provisions documented in *Schedule "C"*.

10.0 Reporting, Accounting and Review

10.1 The Partner will submit to RTO7 Progress reports and other reports as specified in *Schedule "C"* and such other reports as RTO7 may require from time to time and shall deliver all reports in a format supplied by RTO7.

10.2 The Parties:

- (a) will keep and maintain all financial records, invoices and other financially-related documents relating to the Funding or otherwise to the Initiative in a manner consistent with generally accepted accounting principles and clerical practices and will maintain such records and keep them available for review or investigation for a period of seven (7) years from the date of the expiry or termination of this Agreement; and
- (b) will maintain all non-financial documents and records relating to the Funding or otherwise to the Initiative in a confidential manner consistent with all applicable law.

11.0 Limitation of Liability

11.1 Neither the Province nor RTO7 nor their respective officers, employees and agents will be liable to the Partner, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for Claims howsoever caused that arise out of or are in any way related to the Initiative or this Agreement.

12.0 Indemnity

12.1 The Partner will indemnify and hold harmless the Province and RTO7 from and against any and all Claims, by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Partner, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Initiative under, or otherwise in connection with, this Agreement. The Partner further agrees to indemnify and hold harmless the Province and RTO7 for any incidental, indirect, special

or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization, including, without limitation, the Province or RTO7, claimed or resulting from such Claims.

13.0 Acknowledgement

13.1 The Partner:

- (a) will acknowledge, in a format agreed to by both Parties, the support of RTO7 and the Province in all material related to the Initiative, including but not limited to placement of the BruceGreySimcoe Always in Season logo and/or links to BruceGreySimcoe.com and Ontario Yours to Discover logo on all advertising media;
- (b) will advise RTO7 in writing of any public communication, interview, media event, report or presentation that is expected to refer to the Initiative and provide the opportunity for RTO7 and/or the Province to be present where appropriate;
- (c) will not make any public announcement, news release, advertising or other form of publicity regarding the Funding until permission to do so is received from RTO7; and
- (d) where applicable, will include a statement in any materials related to the Initiative that the views expressed in such materials are the views of the Partner and do not necessarily reflect those of RTO7 or the Province.

14.0 Termination for Convenience

14.1 RTO7 may terminate this Agreement at any time, for any reason, upon giving at least thirty (30) days' notice to the Partner.

15.0 Notices

15.1 Any routine notice or communication required or permitted to be given under this Agreement may be sent by email with receipt notification requested and shall be addressed to the other party as provided herein or as either party will later designate to the other in writing.

Any material notice or communication required or permitted to be given under this Agreement shall be in writing and delivered personally or by pre-paid courier, or sent by facsimile, certified or registered mail or postage pre-paid mail with receipt notification requested; and shall be addressed to the other party as follows:

For the Partner:

(Address & Email)

For RTO7:

Alexandra Hogan
Project & Administration Manager
Regional Tourism Organization 7
PO Box 973
Thornbury, ON N0H 2P0
Email: ahogan@rto7.ca

15.2 All notices will be effective at the time the delivery is made if the notice is delivered personally, by pre-paid courier or by facsimile; or three (3) days after the day the notice was deposited in the mail if the notice is sent by certified, registered or postage prepaid mail, unless the day the notice is effective falls on a day when RTO7 is normally closed for business, in which case the notice will not be effective until the next day that is a day when RTO7 is normally open for business.

16.0 Independent Parties

16.1 The parties acknowledge that the terms Partner and Partnership as used in this Agreement have been used as they reflect, in common parlance, organizations and people working together. Notwithstanding the use of these terms, the Parties specifically acknowledge that they are and will at all times remain independent of each other and are not and will not represent themselves to be the agent, joint venturer, partner or employee of the other. No representations will be made or acts taken by either party which could establish or imply any apparent relationship of agency, joint venture, partnership, or employment and neither party will be bound in any manner whatsoever by any agreements, warranties or representations made by the other party to any other person nor with respect to any other action of the other party.

17.0 Assignment of Agreement or Funding

17.1 The Partner will not assign this Agreement or any part thereof without the prior written consent of RTO7, which consent may be unreasonably and arbitrarily withheld and this Agreement will enure to the benefit of and be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns.

18.0 Further Assurances and Consents

18.1 The Partner acknowledges that RTO7 may impose conditions on any consent it provides pursuant to this Agreement.

19.0 Circumstances Beyond the Control of Either Party

19.1 Neither party will be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of RTO7 and the Partner.

20.0 Interpretative Value of Agreement Documents

20.1 In the event of any of conflict or inconsistency between any of the Schedules to this Agreement, *Schedule "A"* will prevail over any of the other Schedules.

21.0 Counterparts

21.1 This Agreement may be executed in any number of counterparts, each of which will be deemed an original.

22.0 Freedom of Information and Protection of Privacy Act (FIPPA)

22.1 The Partner acknowledges that RTO7 and the Province are bound by the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F. 31, as amended from time to time, and that any information provided to RTO7 in connection with this Agreement is subject to disclosure in accordance with the requirements of that Act.

22.2 The Partner acknowledges that RTO7 may make public the name and business address of the Partner, the amount of the Funding and the purpose for which the Funding has been provided.

23.0 Time of Essence

23.1 Time will be of the essence in all respects.

24.0 Joint and Several

24.1 Where the Partner is made up of two or more entities, each such entity will be jointly and severally liable (each completely and individually liable) to RTO7 for the fulfillment of the obligations of the Partner under this Agreement.

SCHEDULE "B"
INITIATIVE DESCRIPTION, BUDGET AND WORK PLAN

Initiative Description

A summary of the project will be inserted here including the goals and objectives.

Budget

Detail of the project cost and contribution breakdown by the partner and Partnership Funds and where appropriate RTO7 funds.

RTO7 will directly pay project expenses, to a maximum of \$XX,XXX.

Any costs in excess of the total budget will only be the responsibility of the partner with written authorization from the partner being given in advance. Should elements of the project to which the partner has contributed financially come in under budget, any unexpended funds will be refunded by RTO7. Similarly, should the project be terminated (clause 14.1 above invoked), any unexpended partner funds will be refunded by RTO7.

Initiative	Total Project Cost (including HST)	Partner contribution (including HST)	Partnership Fund contribution (including HST)	RTO7 contribution if applicable (including HST)
Name of initiative				

Project Detail	Quantity	Estimated Cost (includes HST)	Extension/Total
Activity 1			
Activity 2			
Total			

Note: if upon tendering, pricing varies significantly from the estimates above, the partners will re-evaluate the activities (in consultation with RTO7). (example only)

Work Plan & Timeline

The project will be initiated in ____ of 2018.

Date	Tasks (Deliverables)
Date 1	Activity 1
Date 2	Activity 2
Date 3	Activity 3

****As funds cannot flow through to partners, all activities must be performed by a third party vendor to qualify for partnership funding.**

SCHEDULE “C”
REPORTING REQUIREMENTS AND ADDITIONAL PROVISIONS

Schedule of Payments

Reporting Requirements

- Progress meetings/report (dates TBC)
- Confirmation of competitive procurement procedure (if appropriate)
- Final reporting

Additional Provisions

- Acknowledgement of RTO7 and the Ministry of Tourism Culture and Sport funding and project support through posting of the logos on Partner website and any collateral developed through the partnership.
- Completion of the free [BruceGreySimcoe Service Excellence online training program](#) (1 hour online course) prior to project award and submission of a copy of Certificate of Completion to RTO7.

Agreements with Vendors (applies to Signage projects only)

- The following wording should be included in agreements with vendors:
 1. *The contract for the goods and/or services being requested is in furtherance of an Initiative to promote tourism in BruceGreySimcoe, the particulars of which are set out in an Agreement between [The Partner] and Regional Tourism Organization 7 (“RTO7”).*
 2. *Neither RTO7 nor their respective officers, employees and agents will be liable to the vendor, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for any claims howsoever caused that arise out of or are in any way related to the Initiative or this request for goods or services.*
 3. *The contract for the goods and services being requested exists between [The Partner] and the vendor.*
 4. *As a condition of the funding being provided by RTO7 with respect to the Initiative RTO7 will be remitting payment(s) directly to the vendor on behalf of the partner. The vendor further acknowledges that RTO7 may withhold payments under the Initiative if [The Partner] ordering the goods and/or services herein has failed to fulfill its obligations under the Initiative. [The Partner] hereby confirms it will fulfill its obligations in a timely manner to complete the project.*