

Date: _____

2018 ONLINE ACTIVITY BOOKING AGREEMENT:

Business Name

COMPLETE Business Mailing Address WITH Postal Code

Business Phone

Business Email

Public Email (shown on vouchers)

Hereinafter called The Activity Operator

And:

Comox Valley Economic Development Society

200-580 Duncan Ave

Courtenay, BC

V9N 2M7

The following outlines the Agreement between Comox Valley Economic Development Society (CVEDS) and The Activity Operator in regards to sales representation and commission schedules for sales of The Activity Operators' activities at the Vancouver Island Visitor Centre, Comox Valley

1. The Activity Operator will, without limiting its obligations and at its own expense, provide and maintain Comprehensive General Liability Insurance in the amount of \$2 million and *will name CVEDS as an Additional Insured on the Liability Insurance policy*. Proof of such coverage will be provided yearly to CVEDS.
2. The Activity Operator will provide (*check applicable in space provided*): _____ **12% commission on sales before taxes to CVEDS** OR the activity operator will provide _____ **10% commission on sales before taxes to CVEDS** (*commission discount only applicable if the activity operator has purchased a minimum of \$500 with the Visitor*)

Vancouver Island Visitor Centre 855.400.2882
Office 877.848.2427
Fax 250.334.2414

Services Marketing Program (VSMP) in the same year – ie. buying \$500 in the 2018 VSMP will reduce the commission payable to CVEDS to 10% for 2018 contracted activity bookings)

- CVEDS will receive full payment from visitors for activities sold on behalf of The Activity Operator and remit monthly records of sales and payment including all taxes minus commissions to The Activity Operator by the end of the following month.

Cheques will be made payable to: _____

Cheques will be sent to the business mailing address listed above.

The Activity Operator's GST number is: _____

OR

The Activity Operator is not registered to collect GST _____

Select ONE of the following:

The tickets are not subject to GST _____

The price of the event ticket **includes** GST _____

GST should be added to the price of the ticket _____

- The Activity Operator will provide promotional materials for distribution by CVEDS as well as an information sheet including current rates, operating season, trip times and/or hours of operation.
- The Activity Operator will work with the Vancouver Island Visitor Centre team to upload the activity into the system for online sales. This will include information that should be provided to the visitor (e.g. appropriate clothing, what to bring, etc.). If the Activity Operator requires CVEDS to confirm trip availability for all online sales, the Activity Operator will indicate how confirmation should be obtained (e.g. phone, email), and the regular operating hours when this can be done.

Additionally and at your request, we can provide you with a link code (and Book Now button) to add to your own website so you can integrate Book Now! into your web pages.

The VIVC will also book walk-in and phone-in guests through the online system. This system will maintain a running available inventory with reports on specific bookings and revenue collected. You will automatically receive an email when a new reservation is made plus through another method of notification as outlined above.

- CVEDS acts only as the Agent for The Activity Operator for the purpose of receiving and processing online reservations and payments pursuant to this Agreement.

7. The Activity Operator shall save, defend, hold harmless and indemnify CVEDS, for the Vancouver Island Visitor Centre, and their respective representatives against any claims, losses, damages, costs or expense of any kind or nature which may be made against CVEDS by a visitor booked with The Activity Operator pursuant to this agreement by reason of or arising out of or in any way connected with:
 - a) the service or product(s) provided by the The Activity Operator to the visitor; or
 - b) CVEDS provision of services to the visitor as The Activity Operator's agent pursuant to this Agreement provided CVEDS was acting properly within the bounds of its agency as provided in this agreement.

8. CVEDS shall save, defend, hold harmless and indemnify The Activity Operator and its representatives against any claims, losses, damages, costs or expense of any kind or nature which may be made against The Activity Operator by a visitor booked with The Activity Operator pursuant to this Agreement by reason of or arising out of or in a way connected with any physical injury and related damages suffered by the visitor as a result of the visitor's use of CVEDS premises for the purpose of booking a reservation or making payment to The Activity Operator. This agreement may be cancelled by either party at any time.

9. This agreement will continue on a month-to-month basis until cancelled in writing by either party.

Signed this _____ day of _____, 20__

Signature

Signature

(Printed Name)
Business Name:

(Printed Name)
Comox Valley Economic
Development Society

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