COLUMBIA SHUSWAP REGIONAL DISTRICT TOURISM MARKETING SERVICES AGREEMENT - 2019

THIS AGREEMENT dated for reference this 1st day of January, 2019.

BETWEEN:

COLUMBIA SHUSWAP REGIONAL DISTRICT

Box 978, 555 Harbourfront Dr. Salmon Arm, BC, V1E 4P1

(hereinafter called the "CSRD")

AND

CITY OF ENDERBY

Box 400, 619 Cliff Avenue, Enderby, BC V0E 1V0 (Hereinafter called the "City of Enderby")

GIVEN THAT:

The City of Enderby and the CSRD each have the corporate authority to enter into this Agreement and the City of Enderby and the CSRD have duly authorized entering into this Agreement by a resolution from the City of Enderby Council and the CSRD Board of Directors.

This Agreement is evidence that in consideration of the mutual covenants and agreements made of each of the parties to the other as set out in this Agreement, and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by the parties) the City of Enderby Council and the CSRD Board of Directors agree as follows:

THE SERVICE

- 1. Shuswap Tourism/CSRD will provide the following services for the term in accordance with the terms and conditions set out in this Agreement:
 - a) To promote the community Enderby as part of the Shuswap Tourism Marketing Initiatives including presence on the Shuswap Tourism Website, print marketing collateral, a minimum of one page in the Official Shuswap Vacation Guide, and promotion of the community of Enderby at various annual travel trade shows, and other Shuswap Tourism marketing promotions.
 - b) To provide two available seats on the Shuswap Tourism Committee, one designated Enderby council member and one community representative that represents the tourism industry in Enderby. Four meetings a year are scheduled, with additional meetings arranged as required. The Shuswap Tourism Advisory Committee meetings for 2019 are all on Thursdays and the dates are: January 31, May 9, September 12, and December 5.

c) To provide information, once a year, to the City of Enderby Council, an update on the marketing initiatives that have been completed in the previous year and new marketing initiatives that will be introduced in the current year.

GENERAL SPECIFICATIONS

- 2. This Agreement will be to the benefit of and be binding upon the parties hereto and upon their respective successors and assignees.
- 3. This Agreement constitutes the entire Agreement between the parties hereto and no representations, understanding or contracts, oral or otherwise, exist between the parties hereto except as expressly set out in this Contract.
- 4. This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

TERMINATION

5. The City of Enderby and the CSRD may terminate this Agreement by providing a minimum of 60 days' notice to the other party to terminate this Agreement.

TERM

 The Term of this Agreement will be from the 1st day of January 2019 to and including the 31st day of December 2019.

REMUNERATION

- 7. The City of Enderby agrees to pay the CSRD a fee which will be paid as follows:
 - a) A fee will be charged to the City of Enderby in the amount of \$ 5,000.00, to cover the cost of the above services as defined in item 1.
 - b) The CSRD will forward an invoice to the City of Enderby for \$5,000.00 no later than April 15, 2019.
 - c) The payment made to the CSRD will constitute full compensation to the CSRD for all services delivered under this Agreement in the calendar year for which the payment was made.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto:

The Corporate Seal of the COLUMBIA SHUSWAP REGIONAL DISTRICT Was hereunto affixed in the presence of:

The Corporate Seal of the CITY OF ENDERBY was hereunto affixed in the presence of:

CORPORATE OFFICER

CORPORATE OFFICER