

## PARTNER AGREEMENT

THIS PARTNER AGREEMENT for the {INSERT NAME OF PROGRAM/CAMPAIGN} is effective as of the { } day of {month}, 20XX.

### BETWEEN:

{INSERT OPERATOR NAME} (the "Operator")

- and -

{FULL NAME OF COMPANY}, with their residence located in {city, province}, (the "Influencer")

### RECITALS:

{INSERT PROGRAM/CAMPAIGN INFORMATION OR BACKGROUND}

The Parties agree as follows:

### 1.0 DUTIES AND RESPONSIBILITIES

1.01 **Deliverables:** The Influencer will provide the Operator with the following Deliverables:

- XX
- XX
- XX
- use social media hashtags: XXX
- provide a final report prior to {DATE} confirming agreed upon deliverables were met and including analytics/measurements on audience reach and engagement

1.02 The Operator will provide the Influencer(s) with the following contributions:

- Cash compensation: \$XX – in accordance with Article 3
- XX
- XX

The agreed upon contributions are inclusive of all applicable taxes, licenses and fees.

1.03 Nothing in this Agreement shall be interpreted to prohibit or limit the right of the Influencer to provide services for any person, government, or agency.

1.04 Unless advised otherwise in writing by the respective party, the contact persons are as follows:

(a) For the Operator:

[Name of contact person and title]

Phone:

Email: [email address]

(b) For the Influencer:

[Name and Title]

[Company, if any]

[Address line 1]

[Address line 2]

Telephone: [phone number]

Email: [email]

1.05 The Influencer shall undertake the work described in this Article and shall discharge its duties and responsibilities respecting the work in a competent and reasonable manner. The Influencer will ensure the workmanship is of the highest quality commensurate with the nature of the Agreement.

## 2.0 TERMS OF AGREEMENT

2.01 Subject to Articles 3.0 (Funding) and 6.0 (Termination), the Influencer shall undertake this work from the Effective Date of this Agreement until [INSERT DATE].

2.02 The Influencer shall provide the Deliverables on or before [INSERT DATE].

## 3.0 FUNDING

3.01 Subject to Articles 3.02, 3.03, 6.0 (Termination) and 7.0 (Relationship), the Operator agrees to provide a cash contribution up to the amount of [number written out] Canadian dollars (\$XXXXX.00) to the Influencer, as follows:

- [INSERT TERMS] – IE. 75% of the agreed upon cash contribution will be provided upon the Effective Date of this agreement.
- The remaining 25% will be provided upon conclusion of the agreement in which all deliverables have been received by the Operator.

- 3.02 The Influencer shall not commit or purport to commit the Operator to pay any additional money than what is marked in section 3.01.
- 3.04 The Operator will provide compensation under this Agreement by {INSERT HOW PAYMENT WILL BE MADE} – ie. electronic transfer, cheque, etc. Each of the Parties shall pay for their own banking or transactions fees for such electronic transfers.
- 3.05 The Operator may, upon written notice to the Influencer, suspend any payments whenever, in the opinion of the Operator, that the Influencer fails to comply with any of its obligations pursuant to this Agreement, or the timely provision of the Agreement is jeopardized for any reason.

#### **4.0 TERMINATION**

- 4.01 Either the Operator or the Influencer may terminate this Agreement at any time without cause or liability upon providing fifteen (15) days' notice in writing to the other party.
- 4.02 The Operator may immediately terminate this Agreement if the Influencer breaches or defaults on any term or condition and fails to remedy the same in a manner deemed satisfactory to the Operator within five (5) days of being given written notice of the breach or default
- 4.03 The termination of this Agreement shall not affect any rights, duties, obligations, or liabilities that arise or have accrued prior to the effective date of termination.
- 4.05 If this Agreement is terminated under this clause or by mutual agreement, any unexpended funds shall be returned to the Operator.

#### **5.0 RELATIONSHIP**

- 5.01 Pursuant to this Agreement, the Influencer is a recipient of discretionary funding from the Operator. The Influencer and any employee, servant, agent, contractor, or volunteer of the Influencer are not an agent, employee, or servant of the Operator.
- 5.02 The Influencer has no authority to bind the Operator to any agreement and agrees that it will not hold itself out as having any authority within or on behalf of the Operator.
- 5.03 Nothing in this Agreement shall be construed as creating a partnership or association or relationship between the Parties.

#### **6.0 INSURANCE AND LIABILITY**

- 6.01 Each Party agrees to obtain and maintain appropriate public liability and casualty insurance or adequate levels of self-insurance, to insure against any liability caused by that Party's obligations under this Agreement.

## **7.0 CONFIDENTIALITY**

- 7.01 This Agreement is subject to the provision of the *Freedom of Information and Protection of Privacy Act* and the Operator shall make any decision respecting release of this Agreement in compliance with that Act.
- 7.02 The Influencer acknowledges that this Agreement contains information which is commercially sensitive and agrees to keep the contents of this Agreement and any Confidential Information strictly confidential. The Influencer will take all steps that it takes to protect its own confidential information and in any event, not less than reasonable steps, to protect the Confidential Information. 'Confidential Information' means all information, knowledge, data, technical information, know-how or property which is related to the terms of this Agreement, the contributions, initiatives, research and development activities, product and marketing plans, government strategies, customer, partner and supplier information, financial affairs, and all information of a Party that is of a confidential nature, including all confirmation information in the custody or control of the Party, regardless of whether it is identified as confidential or not, and whether recorded or not, and however fixed, stored, expressed or embodied, which comes into the knowledge, possession or control of the other Party in connection with this Agreement.

## **8.0 INTELLECTUAL PROPERTY**

- 8.01 The Influencer acknowledges that all Intellectual Property licensed to the Operator under this Agreement will be included in the Operator's digital assets library. The materials included in the Operator's digital assets library are available for download at no cost to its owners, partners, employees, associates, travel writers, media representatives, trade representatives and others for use in promotion of the Operator's business. Such use of the Intellectual Property shall not be an infringement of this Agreement. The Influencer effectively agrees to extend to the Operator a royalty-free, non-transferable, non-exclusive worldwide licence to use, distribute, copy, reproduce or otherwise disseminate, at no additional charge, in perpetuity the Intellectual Property created under this Agreement. The Operator acknowledges that its use of the Intellectual Property will not affect the Influencer's continued and separate copyright ownership of the Intellectual Property. The Influencer further acknowledges that notwithstanding its continued ownership in the Intellectual Property, it shall have no right, title and interest in any advertisement, video or other production created by the Operator that uses the Intellectual Property.
- 8.02 'Intellectual Property Rights' means all intellectual and industrial property rights of any kind whatsoever, worldwide, and in perpetuity, including all technical expertise, Confidential

Information, patents, inventions, discoveries, works, copyrights, trade secrets, industrial designs.

- 8.03 "Party Materials" means all materials of a Party, including without limitation all documents, writings, photographs, media, and other deliverables, provided to or made available to the Initiative or another Party that are developed or owned prior to this Agreement or are developed, created or owned outside the performance of this Agreement or which is a derivative of any of the foregoing.

## **9.0 COMPLIANCE WITH LAWS AND PROCEDURES**

- 9.01 The Influencer shall comply with all applicable laws, orders, rules, and regulations, including public health orders related to the novel coronavirus, Covid-19.

## **10.0 INDEMNITY**

- 10.01 The Influencer shall indemnify and hold harmless the Operator, its owners, partners, employees, servants and agents from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, in relation to the obligations under this Agreement, which they, or any of them, may at any time incur or sustain as a result of or arising out of gross negligence or willful misconduct causing any injury or death to persons, or loss of or damage to property. Notwithstanding the foregoing, the Influencer shall not be liable for any indirect or consequential damages sustained by the Operator.
- 10.02 The Operator shall not be liable for any damages or injury (including death) to any person or to any property of the Influencer as a result of or arising out of this Agreement, unless such damages are direct damages and are caused solely and directly by or as a result of the negligence of the Operator. In no event shall the Operator be liable for any indirect or consequential damages that are sustained by the Influencer, howsoever caused, as a result of or arising out of this Agreement.
- 10.03 The Operator shall not be liable for any damages or injury (including death), or any additional costs, to the Influencer which are related in any manner to the novel coronavirus.
- 10.04 The Influencer shall sign the date the Waiver and Indemnity Form, attached as Schedule A to this Agreement.

## **11.0 MISCELLANEOUS**

- 11.01 *Currency.* All references to monetary amounts in this Agreement or any Schedule shall be to Canadian dollars.

- 11.02 *Time of Essence.* Time shall be of the essence in this Agreement.
- 11.03 *Choice of Laws and Forum.* This Agreement shall be governed by and construed in accordance with the laws in force in Nova Scotia. The Parties submit to the jurisdiction of the court of Nova Scotia.
- 11.04 *Whole Agreement.* This Agreement constitutes the whole Agreement unless amended in writing and signed by both Parties.
- 11.05 *Modifications and Amendments.* No modifications or amendments of the obligations of the Parties shall be effective unless made in writing and signed by each. Any amendment or modification shall be executed by each Party and appended to this Agreement.
- 11.06 *Notices.* Any notice, demand, or request herein provided or permitted to be given by any Party to another shall be in writing and may be served by personal service, fax or email, addressed as follows:

To the Operator:

Insert Operator Name

Insert address

Att'n: [Name and Title]

Telephone: 902-XXX-XXXX

Fax: 902-XXX-XXXX

Email: [Email]

To the Influencer:

Insert Address

Att'n: [Name and Title]

Telephone: 902-XXX-XXXX

Fax: 902-XXX-XXXX

Email: [Email]

Any Party may at any time give notice in writing to the other of any change of address of the Party giving such notice. The address specified shall be deemed to be the address of such Party for the purpose of giving notice hereunder.

- 11.07 *Survival of Terms.* Those provisions of this Agreement which, by their terms, are intended to survive or that must survive in order to give effect to the continuing obligations of the Operator and the Influencer shall survive the termination of the Agreement.
- 11.08 *Successors etc...* This Agreement shall be binding upon the Parties, their respective heirs, administrators, successors, and permitted assigns.

- 11.09 *Recourse and Remedies.* The Influencer agrees that any recourse or remedy arising with this Agreement arises from contract, and that it shall not have a claim or remedy, in damages or otherwise, in tort arising with performance or non-performance of this Agreement.
- 11.10 *No Representations.* The Influencer certifies that it has reviewed and fully understands this Agreement and agrees this Agreement constitutes the whole agreement between the Parties, and no representation or statement not expressly contained herein shall survive this Agreement or be binding upon the Operator.
- 11.11 *Discretion.* Any discretionary authority or right under this Agreement is not subject to the expectations, reasonable or otherwise, of the Parties to the Agreement and any action taken pursuant to a discretionary provision is deemed to be an exercise in good faith.
- 11.12 *Waiver.* No term or provision of this Agreement shall be deemed waived and no breach excused, unless the waiver or consent to the breach is in writing, signed by the Party making the waiver or giving the consent. Any consent by a Party or waiver of a breach by the other, whether expressed or implied, shall not constitute a waiver of, or excuse for any different or subsequent breach or continuation of the same breach, unless expressly stated.
- 11.13 *Severability.* If any term or provision of this Agreement shall be found to be illegal or unenforceable, this Agreement shall otherwise remain in full force and effect, and such term or provision shall be deemed removed from the Agreement.
- 11.14 *Due authorization.* Where anything is required to be done by the Operator pursuant to this Agreement, it may be done by anyone duly authorized by the Operator to act on its behalf.
- 11.15 *Authority.* The Influencer warrants that it has the full power and authority to enter in this Agreement and that the person signing this Agreement on its behalf has been properly authorized and empowered.
- 11.16 *Delivery.* Delivery of this Agreement by electronic means signed by one party shall be valid and effective delivery to the other party.
- 11.17 *Counterparts.* This Agreement may be executed and delivered in counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.
- 11.18 *Conflict.* In the event of a conflict between these provisions and any schedules, these provisions shall take precedence.
- 11.19 *Dispute resolution.* In the event of any dispute, claim, question or difference arising out of or relating to this Agreement, the Parties shall use their best endeavours to settle such disputes,

claims, questions or differences. To this effect, they shall negotiate with each other, in good faith and understanding of their mutual interest, to reach a just and equitable resolution satisfactorily.

[SIGNATURE PAGE FOLLOWS]

SAMPLE



**IN WITNESS WHEREOF** the parties have executed this Agreement to be effective as of the day and year first above written.

**SIGNED & DELIVERED**

in the presence of

[illegible]

**[INSERT OPERATOR NAME OR OFFICIAL COMPANY NAME]**

Witness

[Name of Signing authority],  
{OPERATOR NAME}  
(the “Operator”)

**[Full name of the Influencer]**

Witness

Name	Title	(the “Influencer”)

**Schedule A**  
**WAIVER AND INDEMNITY FORM**

With submission of this agreement, you hereby agree to the following:

1. The Influencer shall be solely responsible for such his/her safety and well-being, and the safety and well-being of any guests travelling with them, except with respect to the wilful misconduct or gross negligence of anyone under the Operator's direct supervision and control.
2. The Influencer hereby releases, indemnifies, and holds harmless the Operator and its representatives from and against any and all losses, liabilities, damages, actions, claims, costs and expenses (including, without limitation, attorneys' fees), which are related to, arise out of, or are in any way connected to this agreement, except with respect to the wilful misconduct or gross negligence of anyone under the Operator's or, as the case may be, a representative's direct supervision and control.
3. The Influencer hereby waives discharges and relinquishes any action or cause of action against the Operator which may arise by the conduct of anyone under the Operator's, or its representative's, direct supervision and control, other than resulting from gross negligence or wilful misconduct.
4. The terms and conditions set out in this Request may only be amended with the prior written consent of the Operator.

I do hereby accept and agree to these terms as of the date indicated below.

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Date

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Signature