



2011 TOURISM KINGSTON ADVERTISING AGREEMENT

Business Name: _____ Contact: _____ Title: _____
 Location Address: _____
 Mailing Address (If Different From Above): _____
 Phone: _____ Fax: _____ Toll Free Phone: _____
 Email: _____ Website: _____
 Owner/Manager: _____

Partnership with Tourism Kingston is FREE for tourism businesses in Kingston. Your partnership includes:

- Enhanced Web Listing on Kingston’s Official Tourism Website www.kingstoncanada.com
 - Includes Logo, 3 Colour Images, Description, Hours of Operation, Mapping Feature, Web & Email Link
- Opportunity to participate in Tourism Kingston’s Online Reservation System (additional fees may apply)
- Subscription to a monthly e-newsletter, *Tourism Talk*
- Invitations to Tourism Kingston events

SPECIAL OFFER! If you have purchased advertising space in the 2011 Official Visitor Guide to Kingston, you receive the Limestone Package absolutely free! For advertising rates and availability, please contact Kingston Publications at 613-549-8442.

ADDITIONAL ADVERTISING OPPORTUNITIES

LIMESTONE PACKAGE <ul style="list-style-type: none"> • Brochure Racking at the Visitor Information Centre • Inclusion in Mobile Marketing Applications 	<input type="checkbox"/> \$350.00
--	---

SIR JOHN A. MACDONALD PACKAGE (Only 8 Available) <ul style="list-style-type: none"> • Leads Program • Direct Dial Line at the Visitor Information Centre • Revolving Logo on www.kingstoncanada.com • Scroll Board Signage at VIA Station – Printing/Installation Costs Now Included! • Scroll Board Signage on Ontario Street (Street Side) - Printing/Installation Costs Now Included! 	<input type="checkbox"/> \$2815.00
---	--

FIRST CAPITAL PACKAGE (Only 8 Available) <ul style="list-style-type: none"> • Leads Program • Direct Dial Line at the Visitor Information Centre • Revolving Logo on www.kingstoncanada.com • Scroll Board Signage on Ontario Street (Park Side) - Printing/Installation Costs Now included! 	<input type="checkbox"/> \$1715.00
--	--

HERITAGE PACKAGE (Only 16 Available) <ul style="list-style-type: none"> • Leads Program • Direct Dial Line at the Visitor Information Centre • Revolving Logo on www.kingstoncanada.com 	<input type="checkbox"/> \$615.00
--	---

- A LA CARTE OPTIONS**
- Revolving Logo on www.kingstoncanada.com..... **\$205.00**
- Leads Program..... **\$205.00**

TOURISM KINGSTON **Subtotal:** _____
 Contact: Jacqueline Bell, bell@kingstoncanada.com **HST 13% HST No. 870429032:** _____
 613-544-2725 ext. 7248
 945 Princess Street at Innovation Park, Kingston, ON K7L 3N6 **TOTAL DUE:** _____
 Visitor Information Centre, 209 Ontario Street, Kingston, K7L 2Z1
 613-548-4415, tourism@kingstoncanada.com Date: _____
 www.kingstoncanada.com Authorized Signature: _____

I have read the Terms and Conditions of the Tourism Kingston Partnership Program

2011 TOURISM KINGSTON ADVERTISING AGREEMENT Terms & Conditions

Enhanced Web Listings

- a. Partners are responsible for creating and maintaining their enhanced web listing on the Tourism Kingston website. Regular maintenance is required to ensure accuracy of posted information.
- b. All enhanced web listings must be approved by Tourism Kingston. Tourism Kingston reserves the right to reject or request edits to any listing which Tourism Kingston deems offensive to the moral standard of the community, or which Tourism Kingston believes negatively reflects on the character, integrity or standing of any organization or individual.
- c. Tourism Kingston reserves the right to remove postings which have not been accessed by the partner in 366 days.

Brochure Racking

- a. Tourism Kingston will notify the partner via email when the Visitor Information Centre requires a new supply of brochures.
- b. It is the responsibility of the partner to deliver brochures to the Visitor Information Centre (209 Ontario Street) for restocking.
- c. Tourism Kingston reserves the right to remove any brochure which Tourism Kingston deems offensive to the moral standard of the community, or which Tourism Kingston believes negatively reflects on the character, integrity or standing of any organization or individual.
- d. In the event that the Partner discontinues the brochure racking program with Tourism Kingston, Tourism Kingston will store any remaining brochures for a maximum of fourteen (14) days during which time the Partner may pick them up at the Visitor Information Centre. After fourteen (14) days, Tourism Kingston may discard any remaining brochures.

Leads Program

- a. Tourism Kingston will distribute the Leads List via email to participating Partners. It is the responsibility of the Partner to follow up with the Leads.

Revolving Web Banner

- a. Partners are responsible for submitting a low-resolution version of their logo and website link to Tourism Kingston for the Revolving Web Banner. Logo images should fit 135 X 100 pixels. The order of rotation is based on the advertising package purchased (Sir John A. Macdonald to a la carte).
- b. Tourism Kingston will post the logo on the website within five (5) business days of receipt. If this cannot be completed within 5 (five) business days, the Partner will receive, at the discretion of Tourism Kingston, either a prorated credit or extension of display time.

Direct Dial Phone Line

- a. Partners who purchase a direct dial phone line must advise Tourism Kingston of the number which they would like connected. There is a limit of one direct dial line per Partner.

Scroll Board Signage

- a. In order to guarantee a full showing in accordance with the specified dates in the agreement (April 1 – March 31), artwork configured to the correct specifications must be received by Tourism Kingston at least 15 working days (three weeks) prior to the scheduled posting date. Artwork that is received with less than the 15 day period, cannot be guaranteed to be posted on time and there are no assurances to the partner of a complete showing.
- b. Tourism Kingston reserves the right to not display any advertising which is considered to be in violation of the Canadian Code of Advertising Standards or which Tourism Kingston deems may be offensive to the moral standard of the community, or which Tourism Kingston believes negatively reflects on the character, integrity or standing of any organization or individual. The conditions and terms of the contract remain the responsibility of the Partner.

2011 TOURISM KINGSTON ADVERTISING AGREEMENT Terms & Conditions

- c. Contracts are non-cancelable after February 15 of the calendar year to allow enough time for re-sale prior to the April 1 installation date.
- d. Tourism Kingston and its third-party contractors shall have full and exclusive control over the installation, maintenance, change and removal of all signs provided by the Partner.
- e. If, for any reason, Tourism Kingston shall cease to have the right to maintain control of or the right to continue to display advertising on any of the structures now controlled by it, Tourism Kingston reserves the right to cancel the contract and provide the Partner with a pro-rated credit.
- f. In the event of loss of illumination of the panels, scroll malfunctioning where the artwork is not displayed, or any other mechanical issue which prevents the artwork from being displayed, the Partner will receive, at the discretion of Tourism Kingston, either a prorated credit or extension of display time.
- g. The cost of printing and installing artwork for the Ontario Street Sign and the VIA Rail Station sign is \$80.00 + tax. This amount is separate from any prorated charges or credits and will not be prorated. Prorated charges or credits are based on the amount of \$1020.00 + applicable taxes.
- h. Printed posters become the property of Tourism Kingston and cannot be guaranteed to be returned to the Partner.
- i. Partners will be required to have their artwork reprinted once per year. The cost of printing will be included in the total package price. An annual reprint is necessary to ensure that regular wear on individual posters does not affect the scrolling of the others and ensures that the sign is kept looking clean and up to date.
- j. Partners are welcome to change their artwork multiple times per year but are responsible for printing and installation costs. Costs for printing and installation at Kingston Airport are \$150.00 plus tax and cost for printing and installation at the VIA Rail Station and Ontario Street Sign is \$80.00 plus tax each.
- k. The Partner agrees to hold harmless, defend and indemnify KEDCO, Tourism Kingston, suppliers/contractors and the owners of the properties where the structures are located against all actions, claims, demands, liabilities, and damages which may in any manner be imposed or incurred upon Tourism Kingston as a consequence of, or arising out of any act or omission on the part of the Partner or any of their respective officers, employees, agencies or subcontractors pursuant to or in connection with this agreement.
- l. The Partner agrees to hold harmless, defend and indemnify KEDCO, Tourism Kingston, suppliers/contractors and the owners of the properties where the structures are located against all actions, claims, demands and liability for libel, slander, illegal competition or trade practices, infringement of trademarks, trade names or title violations or rights of privacy and infringement of copyrights and proprietary rights resulting from any advertising display signs produced or displayed pursuant to or in connection with this agreement.

General

- a. Tourism Kingston's annual sales period extends from mid-October through June 1. Tourism Kingston reserves the right to sell individual package components on an 'a la carte' basis after June 1. Tourism Kingston will prorate annual charges for advertising sold after June 1. Partners who purchase prorated a la carte advertising option will not be granted first right of refusal on the same a la carte option or package containing that option for the following year.
- b. The advertising opportunities available through the Tourism Kingston Partnership Program are designed for tourism businesses (e.g. attractions, accommodations, museums, restaurants, historic sites, shopping, meeting venues, sports and/or entertainment venues) however Tourism Kingston reserves the right to sell advertising opportunities to businesses outside of the tourism sector.
- c. The Tourism Kingston Partnership Program is available to businesses within the City of Kingston Electoral Districts.

2011 TOURISM KINGSTON ADVERTISING AGREEMENT Terms & Conditions

Businesses on Wolfe Island will also be included in the Tourism Kingston Partnership Program. Businesses that purchased ad space in the *2011 Official Visitor Guide to Kingston* or signed up for the Partnership Program from Tourism Kingston for 2011 who are outside of these areas will be 'grandfathered' into the program.

- d. The Partner will not assign this contract or any right or obligation hereunder without the prior written consent of Tourism Kingston.
- e. This contract constitutes the entire agreement between Tourism Kingston and the Partner with respect to the subject matter hereof and supersedes all prior agreements, negotiations, discussions and understandings between Tourism Kingston and the Partner that in any way relates to the purchase and sales of the rights hereunder.
- f. The Partner is responsible for the design and submission of artwork. Design costs are not included in the Partnership Program.
- g. Artwork files are the responsibility of the Partner. Neither KEDCO, Tourism Kingston nor its third-party contractors will be responsible for maintaining files of artwork submitted after the first printing has been completed. In the event that a file is damaged or cannot be located when a reprint is requested, it will be the responsibility of the Partner to submit a new copy of the file. No prorated credits or extension of display time will be granted to Partners who are unable to submit artwork by the required dates.