Supplier Name: Guide-Outfitters Association of BC								
Payment Number	Invoice Number	Payment Date	Invoice Date	Invoice Paid Amount				
12724867	110509	16-May-11	16-May-11	50,000				
13325045	20093925	02-May-12	10-Apr-12	30,000				
13814868	2013BCEXP1	08-Feb-13	07-Jan-13	12,500				
13814868	2013BCEXP2	08-Feb-13	16-Jan-13	16,250				
13860085	2013BCEXP3	07-Mar-13	15-Feb-13	16,250				
13904554	2013BCEXP4	28-Mar-13	15-Mar-13	5,000				
TOTAL				130,000				



Ministry of Jobs, Tourism and Innovation

Tourism British Columbia

Sector Development and Marketing Tourism Partnerships

MEMORANDUM

May 9, 2011

To:

Financial Services Branch, Ministry of Jobs, Tourism and Innovation

RECEIVED

MINISTRY OF COMMUNITY FEVEL OPMENT & LIHISTRY OF TOURGEL CULTURE STHEARTS

Re:

grant for Guide Outfitters Association of BC (GOABC)

Please arrange for payment to the **Guide Outfitters Association of BC**. See attached grant letter.

Payee:

Guide-Outfitters Association of British Columbia

Amount:

\$50,000

Coding:

125 / 51900 / 54454 / 7703 / 5111111 / \$50,000

Thank you.

Sincerely,

Richard Lewis

Director

Sector Development and City Destinations

Branch: file copy Branch: diary copy

Date Typed: May 9, 2011 Prepared by: K. Homes

ARCS/ORCS#:





Ref: 47867

MAY 0 2 2011

Mr. Scott Ellis
General Manager
Guide Outfitters Association of British Columbia
Suite 103, 19140 28th Avenue
Surrey, B.C. V3S 6M3

Dear Mr. Ellis:

On behalf of the Ministry of Jobs, Tourism and Innovation, I am pleased to provide the Guide Outfitters Association of British Columbia (GOABC) with a one-time grant in the amount of \$50,000. As communicated at the GOABC AGM, these funds are for the development of consistent promotional and educational materials that can be shared and used by all members of the association.

We wish you well and would be pleased to be informed of the Association's progress.

Sincerely,



Pat Bell Minister

pe: Mr. Richard Lewis

Director, Sector Development Branch Ministry of Jobs, Tourism and Innovation

Relph, Beryl JTI:EX

From:

Homes, Karen JTI:EX

Sent:

Wednesday, May 18, 2011 9:37 AM

To:

Relph, Beryl JTI:EX

Cc:

Rybar, Susan JTI:EX; Lewis, Richard JTI:EX; Buerk, Cathy JTI:EX

Subject:

Guide Outfitters Association of BC - coding change

Hi Beryl,

Per our email discussion, I have not drawn up a journal voucher, but instead am requesting this change via email.

Please change the existing coding for the Guide Outfitters Association of BC grant (\$50,000) from the City and Sector's budget (125/51900/54454/7703/5111111) to charge the ADM Partnership Marketing budget for this expense 125/51852/54333/7703/5111111). Per your instruction, I have also CC'd Susan Rybar and Richard Lewis on this email.

If you have any questions, please give me a call.

Thanks! Karen

----Original Message---From: Lewis, Richard JTI:EX

Sent: Sunday, May 15, 2011 8:36 PM

To: Homes, Karen JTI:EX

Subject: GOABC

I assume we have already coded the grant for the GOABC. If not please talk to Cathy for coding from Susans budget. If its done we can JV later.

Thanks

Richard

Richard Lewis Director, Sector Development and City Destinations Tourism British Columbia Ministry of Jobs, Tourism and Innovation

PROVINCE OF BRITISH COLUMBIA MINISTRY OF JOBS, TOURISM, AND INNOVATION

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 1st day of March, 2012.

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Jobs, Tourism, and Innovation

(the "Province", "we", "us" or "our", as applicable)

OF THE FIRST PART

AND:

GUIDE-OUTFITTERS ASSOCIATION OF BRITISH COLUMBIA

(the "Contractor", "you" or "your" as applicable)

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - DEFINITIONS

- 1. Where used in this Agreement:
 - (a) "Contract Price"

means the total aggregate value stipulated in the Schedule B;

(b) "Material"

means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Contractor as a direct result of this Agreement, but does not include property owned by the Contractor;

(c)	"Personal Information"	means recorded information about an
` '		identifiable individual.

(d) "Refund" means any refund or remission of Harmonized Sales Tax (HST) or duty

available with respect to any items that the Province has paid for or agreed to pay for

under this Agreement;

(e) "Services" means the services described in Schedule A;

(f) "Term" means the start and end date of the Agreement stipulated in Schedule A;

SECTION 2 - APPOINTMENT

2.01 The Province retains the Contractor to provide the Services during the Term, both described in Schedule "A".

SECTION 3 - PAYMENT OF THE CONTRACT PRICE

- 3.01 Subject to the provisions of this Agreement, the Province will pay the Contractor, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Contract Price by the Province to the Contractor pursuant to this Agreement is subject to:
 - (a) there being sufficient monies available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

3.03 The Contractor must:

- (a) apply for any Refund or remission of Harmonized Sales Tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement, and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this

Agreement.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

- 4.01. The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
 - (a) all information, financial statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct:
 - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresec, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
 - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;
 - (d) if the Contractor is a corporation or society or partnership, it is registered and in good standing with BC Corporate Registry; and
 - (e) it has the legal capacity to enter into this Agreement and to carry out the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Contractor to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Contractor under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Contractor are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 - RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor will be an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.

5.04 The Province may, from time to time, give instructions to the Contractor in relation to the carrying out of the Services, and the Contractor will comply with those instructions but will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 6 - CONTRACTOR'S OBLIGATIONS

- 6.01 The Contractor will:
 - (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
 - (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
 - (c) comply with all applicable laws;
 - (d) hire and retain only qualified staff; and
 - (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services.

SECTION 7 - RECORDS

- 7.01 The Contractor will:
 - (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
 - (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any Material.
- 7.02 The Parties agree that the Province does not have control, for the purpose of the *Freedom of Information and Protection of Privacy Act*, of the records held by the Contractor.

SECTION 8 - STATEMENTS AND ACCOUNTING

8.01 Within 3 months of being requested to do so by the Province, the Contractor will: Provide a statement documenting the expenditure of the Contract Price under this Agreement in form and content satisfactory to the Province; or a Province Federal-Provincial cost sharing forms, where applicable.

- 8.02 At the sole option of the Province, any portion of the Contract Price provided to the Contractor under this Agreement and not expended at the end of the Term shall be:
 - (a) returned by the Contractor to the Minister of Finance;
 - (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

9.01 The Contractor will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, or entity.

SECTION 10 - CONFIDENTIALITY

- 10.01 The Contractor will treat as confidential all information or Material supplied to or obtained by the Contractor, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable law, permit its disclosure except to the extent that such disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement.
- 10.02 All records submitted by the Contractor to the Province, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act ("FIPPA")*. All records created pursuant to the Agreement that are in the custody or control of the Province are subject to FIPPA.

SECTION 11 - DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative or government, namely:
 - (a) the Contractor fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Contractor ceases, in the opinion of the Province, to operate;
 - (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province,

- materially adversely affects the ability of the Contractor to fulfill its obligations under this Agreement;
- (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
- (g) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
- (h) a bankruptcy petition is filed or presented against, or a proposal under the *Bankruptcy and Insolvency Act* (Canada) is made by the Contractor;
- (i) a receiver or receiver-manager of any property of the Contractor is appointed; or
- (j) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

- 12.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its sole option, elect to do any one or more of the following:
 - (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement;
 - (b) require the Event of Default be remedied within a time period specified by the Province;
 - (c) suspend any installment of the Contract Price or any amount that is due to the Contractor while the Event of Default continues;
 - (d) waive the Event of Default;
 - (e) pursue any other remedy available at law or in equity.
- 12.02 The Province may also, at its sole option, terminate this Agreement without cause upon 30 days written notice to the Contractor. The payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 12.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

SECTION 13 - DISPUTE RESOLUTION

13.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 14 - INSURANCE AND INDEMNITY

- 14.01 During the Term of this Agreement, insurance will be purchased and maintained as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.
- 14.02 Without limiting the provisions of subparagraph (c) of paragraph 6.01, the Contractor will comply with the Workers' Compensation legislation for the Province of British Columbia.
- 14.03 The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor, or of any agent, employee, officer, director or sub-contractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

- 15.01 The Contractor will not, without the prior, written consent of the Province:
 - (a) assign, either directly or indirectly, this Agreement or any right of the Contractor under this Agreement; or
 - (b) sub-contract any obligation of the Contractor under this Agreement.
- 15.02 No sub-contract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.

SECTION 16 - OWNERSHIP

- 16.01 Any equipment, machinery or other property, provided by the Province to the Contractor as a result of this Agreement will:
 - (a) be the exclusive property of the Province; and
 - (b) forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is

given before, upon, or after the expiration or sooner termination of this Agreement.

SECTION 17 - OTHER FUNDING

17.01 If the Contractor receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Contractor will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

18.01 Any written communication from the Contractor to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

Richard Lewis
Director, Sector Development & City Destinations
12th Floor, 510 Burrard Street
Vancouver, BC V6C 3A8
Email: Richard.Lewis@gov.bc.ca

18.02 Any written communication from the Province to the Contractor must be mailed, personally delivered, faxed or electronically transmitted to the following address:

Scott Ellis
Executive Director, Guide-Outfitters Association of BC
103-19140 28th Avenue
Surrey, BC V3S 6M3
Email: ellis@goabc.org

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19 - NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Contractor.
- 19.02 The written waiver by the Province or any breach by the Contractor of any term or condition of this Agreement will not be deemed to be a waiver of any other

provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 - ENTIRE AGREEMENT

20.01 This Agreement including the Schedules constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21 - SURVIVAL OF PROVISIONS

21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 3.03, 5.03, 7.01, 7.02, 8.02, 10.01, 12.03, 14.03, 16.01, 18.01 to 18.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22 - MISCELLANEOUS

- 22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.
- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.
- 22.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.

- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or an Authorized Representative of the Contractor.) SIGNED AND DELIVERED on behalf) of the Province by an Authorized) Representative of the Province.)))
(Print Name of Contractor or Authorized Representative)	(Print Name of Authorized) Representative))
(Signature)) (Signature)

SCHEDULE "A"

The Ministry of Jobs, Tourism and Innovation has agreed to provide financial assistance to the Guide-Outfitters Association of British Columbia (GOABC). GOABC will provide the following deliverables:

- 1. Host the GOABC Annual General Meeting March 28-30, 2012.
- 2. Host the Consumer Expo trade show March 29-31, 2012.
- 3. Develop Cantonese, Mandarin, French, German, and Spanish text for the GOABC website.

Term:

The term of this Agreement commences on March 1, 2012 and ends on March 31, 2012.

TRANSFER UNDER AGREEMENT Linking Payment to Deliverables Specified in Schedule A

SCHEDULE "B" Fees

- 1. Fees will be payable to the Contractor in the fulfillment of the obligations under this Agreement, as follows:
 - (a) upon completion and approval by the Province of deliverables 1, 2, and 3 and a numbered original invoice, a payment in the amount of \$30,000.
- 2. Notwithstanding paragraph 1 of this Schedule in no event will the fees payable to the Contractor in accordance with paragraph 1 of this Schedule exceed, in the aggregate, \$30,000.00.
- 3. The Contractor will submit to the Province upon completion of deliverables specified in paragraph 1 of this Schedule B, a written statement of account:
 - (a) showing the calculation of all fees claimed under this Agreement for the period in which this statement is submitted.

Within 60 days of receiving a written statement of account, as described in paragraph 3 of this Schedule, from the Contractor, the Province will pay to the Contractor the fees set out in paragraphs 1 and 2 of this Schedule.

- 4. If applicable, the Province of British Columbia will pay the HST, as long as the Contractor's invoice clearly indicates:
 - > The Contractor's HST registration number, and
 - > The amount of HST being charged.

If the Contractor is an HST Registrant with the Canada Revenue Agency (CRA), then HST can be charged on fees.

If the Contractor is <u>not</u> an HST Registrant with the Canada Revenue Agency (CRA), then HST <u>cannot</u> be charged on fees.

5. In accordance with paragraphs 3.03 and 3.04 of the Agreement, all such refunds or remissions obtained by the Contractor must be applied to the provision of the Services, set out in Schedule "A" or performance of any other obligation of the Contractor under this Agreement in respect of those Services.

Schedule D - Insurance

- 1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured,
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
- 2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- 3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
- 4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Outfitters Association of British Columbia

40 - 28th Avenue , BC V3S 6M3 (604) 541-6332 k: (604) 541-6339

INVOICE

Invoice No.:

20093925

Date:

Apr 10, 2012

Ship Date:

Page:

Re: Order No.

Sold to:

*Ministry of Jobs, Tourism & Innovation

Richard Lewis Director, Sector Development & City Destinations 12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8

Ship to:

*Ministry of Jobs, Tourism & Innovation

Vancouver, BC V6C 3A8

Richard Lewis
Director, Sector Development & City Destinations

2012
12th Floor, 510 Burrard Street

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APR 2 4 2012 FINANCIAL OPERATIONS MINISTRY OF TOURISM. CULTURE:	ENTER Haking	Funding assistance for: 2012 Annual General Meeting (March 28-30 2012), 13 Annual Consumer Expo trade show (March 29-31 2012), developing website text translation into the following languages; traditional chinese, french, german and spanish E - GST exempt O/Committment # C1290003 ate Goods and Services Received Min Resp Acronet Stob Project 125 \$1900 \$445.4 \$600 \$511 S1960 \$445.4 \$600 \$511 S1960 \$445.4 \$600 \$511 S1960 \$445.4 \$600 \$600 S10 Consed Is in accordance with the appropriate statue or other auchtract. State applicable, that the work has been performed, it sapplied, the service rendered, and or other conditions. Spensor Authority Parabure: A. Chard Leavis.	Close // Close // Amount 111 \$2.0	30,000.00	
Guide Outfitters Association of British		10745 7251 RT0001			
Shipped By: Tracking I Comment:	Number:				
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PROVINCE OF BRITISH COLUMBIA MINISTRY OF JOBS, TOURISM AND SKILLS TRAINING

TRANSFER UNDER AGREEMENT

THIS AGREEMENT dated for reference the 19th Day of December, 2012

BETWEEN:

HER MAJESTY THE QUEEN IN RIGHT OF THE PROVINCE OF BRITISH COLUMBIA, represented by the Minister of Jobs, Tourism and Skills Training

(the "Province", "we", "us" or "our", as applicable)

OF THE FIRST PART

AND:

GUIDE-OUTFITTERS ASSOCIATION OF BRITISH COLUMBIA (the "Contractor", "you" or "your" as applicable)

OF THE SECOND PART

The parties to this Agreement agree as follows:

SECTION 1 - DEFINITIONS

- 1. Where used in this Agreement:
 - (a) "Contract Price"

means the total aggregate value

stipulated in the Schedule B;

(b) "Material"

means all findings, data, reports, documents, records and material, (both printed and electronic, including but not limited to, hard disk or diskettes), whether complete or otherwise, that have been produced, received, compiled or acquired by, or provided by or on behalf of the Province to, the Contractor as a direct result of this Agreement, but does not include property owned by the Contractor;

(c) "Personal Information" means recorded information about an identifiable individual.

(d) "Refund" means any refund or remission of

Harmonized Sales Tax (HST) or duty available with respect to any items that the Province has paid for or agreed to pay for

under this Agreement;

(e) "Services" means the services described in Schedule A;

(f) "Term" means the start and end date of the Agreement stipulated in Schedule A;

SECTION 2 - APPOINTMENT

2.01 The Province retains the Contractor to provide the Services during the Term, both described in Schedule "A".

SECTION 3 - PAYMENT OF THE CONTRACT PRICE

- 3.01 Subject to the provisions of this Agreement, the Province will pay the Contractor, in the amount and manner, and at the times set out in Schedule "B" attached to this Agreement.
- 3.02 Notwithstanding any other provision of this Agreement the payment of the Contract Price by the Province to the Contractor pursuant to this Agreement is subject to:
 - (a) there being sufficient monics available in an appropriation, as defined in the *Financial Administration Act* ("FAA"), to enable the Province, in any fiscal year when any payment of money by the Province to the Contractor falls due pursuant to this Agreement, to make that payment; and
 - (b) Treasury Board, as defined in the FAA, not having controlled or limited, pursuant to the FAA, expenditure under any appropriation referred to in subparagraph (a) of this paragraph.

3.03 The Contractor must:

- (a) apply for any Refund or remission of Harmonized Sales Tax or duty available with respect to any items that the Province has paid for or agreed to pay for under this Agreement, and
- (b) on receipt of the Refund, comply with the requirements concerning the use, application or remittance of the Refund set out in Schedule "B" to this Agreement.

SECTION 4 - REPRESENTATIONS AND WARRANTIES

- 4.01. The Contractor represents and warrants to the Province with the intent that the Province will rely thereon in entering into this Agreement that:
 - (a) all information, financial statements, documents and reports furnished or submitted by it to the Province in connection with this Agreement are true and correct;
 - (b) it has no knowledge of any fact that materially adversely affects, or so far as it can foresec, might materially adversely affect, its properties, assets, condition (financial or otherwise), business or operations or its ability to fulfill its obligations under this Agreement;
 - (c) it is not in breach of, or in default under, any law, statute or regulation of Canada or of the Province of British Columbia applicable to or binding on it or its operations;
 - (d) if the Contractor is a corporation or society or partnership, it is registered and in good standing with BC Corporate Registry; and
 - (e) it has the legal capacity to enter into this Agreement and to carry out the Services contemplated by this Agreement and all necessary proceedings have been taken and done to authorize the execution and delivery of this Agreement by the Contractor.
- 4.02 All statements contained in any certificate, application, proposal or other document delivered by or on behalf of the Contractor to the Province under this Agreement or in connection with any of the transactions contemplated hereby will be deemed to be representations and warranties by the Contractor under this Agreement.
- 4.03 All representations, warranties, covenants and agreements made herein and all certificates, applications or other documents delivered by or on behalf of the Contractor are material and will have been relied upon by the Province and will continue in full force and effect during the continuation of this Agreement.

SECTION 5 - RELATIONSHIP

- 5.01 No partnership, joint venture, agency or other legal entity will be created by or will be deemed to be created by this Agreement or any actions of the parties pursuant to this Agreement.
- 5.02 The Contractor will be an independent contractor and not the servant, employee or agent of the Province.
- 5.03 The Contractor will not in any manner whatsoever commit or purport to commit the Province to the payment of money to any person, firm or corporation.
- 5.04 The Province may, from time to time, give instructions to the Contractor in relation to the carrying out of the Services, and the Contractor will comply with those instructions but

will not be subject to the control of the Province regarding the manner in which those instructions are carried out except as specified in this Agreement.

SECTION 6 - CONTRACTOR'S OBLIGATIONS

6.01 The Contractor will:

- (a) carry out the Services in accordance with the terms of this Agreement during the Term stated in Schedule "A" of this Agreement;
- (b) comply with the payment requirements set out in Schedule "B", including all requirements concerning the use, application and expenditure of the payments provided under this Agreement;
- (c) comply with all applicable laws;
- (d) hire and retain only qualified staff;
- (e) unless agreed otherwise supply, at its own cost, all labour, materials and approvals necessary to carry out the Services; and
- co-operate with the Province in making such public announcements regarding the Services and the details of this Agreement as the Province requests;

SECTION 7 - RECORDS

- 7.01 The Contractor will:
 - (a) establish and maintain accounting and administrative records in form and content satisfactory of the Province;
 - (b) establish and maintain books of account, invoices, receipts and vouchers for all expenses incurred in form and content satisfactory to the Province; and
 - (c) permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Contractor to deliver the Services or keep any documents or records pertaining to the Services, in order for the Province to inspect, audit, examine, review and copy any Material.
- 7.02 The Parties agree that the Province does not have control, for the purpose of the *Freedom* of *Information and Protection of Privacy Act*, of the records held by the Contractor.

SECTION 8 - STATEMENTS AND ACCOUNTING

- 8.01 Within 3 months of being requested to do so by the Province, the Contractor will:
 - Provide a statement documenting the expenditure of the Contract Price under this Agreement in form and content satisfactory to the Province; or a Province Federal-Provincial cost sharing forms, where applicable.
- 8.02 At the sole option of the Province, any portion of the Contract Price provided to the Contractor under this Agreement and not expended at the end of the Term shall be:
 - (a) returned by the Contractor to the Minister of Finance;
 - (b) retained by the Contractor as supplemental funding provided for under an amendment to this Agreement; or
 - (c) deducted by the Province from any future funding requests submitted by the Contractor and approved by the Province.

SECTION 9 - CONFLICT OF INTEREST

9.01 The Contractor will not, during the Term, perform a service for or provide advice to any person, or entity where the performance of such service or the provision of the advice may, in the reasonable opinion of the Province, give rise to a conflict of interest between the obligations of the Contractor to the Province under this Agreement and the obligations of the Contractor to such other person, or entity.

SECTION 10 - CONFIDENTIALITY

10.01 The Contractor will treat as confidential all information or Material supplied to or obtained by the Contractor, or any sub-contractor, as a result of this Agreement and will not, without the prior written consent of the Province, except as required by applicable

- law, permit its disclosure except to the extent that such disclosure is necessary to enable the Contractor to fulfill its obligations under this Agreement.
- 10.02 All records submitted by the Contractor to the Province, including reports, are subject to the access and privacy provisions of the *Freedom of Information and Protection of Privacy Act ("FIPPA")*. All records created pursuant to the Agreement that are in the custody or control of the Province are subject to FIPPA.

SECTION 11 - DEFAULT

- 11.01 Any of the following events will constitute an Event of Default, whether any such event be voluntary, involuntary or result from the operation of law or any judgment or order of any court or administrative or government, namely:
 - (a) the Contractor fails to comply with any provision of this Agreement;
 - (b) any representation or warranty made by the Contractor in accepting this Agreement is untrue or incorrect;
 - (c) any information, statement, certificate, report or other document furnished or submitted by or on behalf of the Contractor pursuant to or as a result of this Agreement is untrue or incorrect;
 - (d) the Contractor ceases, in the opinion of the Province, to operate;
 - (e) a change occurs with respect to any one or more, including all, of the properties, assets, condition (financial or otherwise), business or operations of the Contractor which, in the opinion of the Province, materially adversely affects the ability of the Contractor to fulfill its obligations under this Agreement;
 - (f) an order is made or a resolution is passed or a petition is filed for the liquidation or winding up of the Contractor;
 - (g) the Contractor becomes insolvent or commits an act of bankruptcy or makes an assignment for the benefit of its creditors or otherwise acknowledges its insolvency;
 - (h) a bankruptcy petition is filed or presented against, or a proposal under the Bankruptcy and Insolvency Act (Canada) is made by the Contractor;
 - (i) a receiver or receiver-manager of any property of the Contractor is appointed; or
 - (j) the Contractor permits any sum which is not disputed to be due by it to remain unpaid after legal proceedings have been commenced to enforce payment thereof.

SECTION 12 - TERMINATION

- 12.01 Upon the occurrence of any Event of Default and at any time thereafter the Province may, notwithstanding any other provision of this Agreement, at its sole option, elect to do any one or more of the following:
 - (a) terminate this Agreement, in which case the payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement;

- (b) require the Event of Default be remedied within a time period specified by the Province;
- (c) suspend any installment of the Contract Price or any amount that is due to the Contractor while the Event of Default continues;
- (d) waive the Event of Default;
- (e) pursue any other remedy available at law or in equity.
- 12.02 The Province may also, at its sole option, terminate this Agreement without cause upon 30 days written notice to the Contractor. The payment of the amount required under paragraph 12.03 of this Agreement will discharge the Province of all liability to the Contractor under this Agreement.
- 12.03 Where this Agreement is terminated before 100% completion of the Services, the Province will pay to the Contractor that portion of the Contract Price which is equal to the portion of the Services completed to the satisfaction of the Province prior to termination.

SECTION 13 - DISPUTE RESOLUTION

13.01 All disputes arising out of or in connection with this Agreement will be referred to and finally resolved by arbitration pursuant to the *Commercial Arbitration Act*.

SECTION 14 - INSURANCE AND INDEMNITY

- 14.01 During the Term of this Agreement, insurance will be purchased and maintained as specified in Schedule "D", which may be amended from time to time at the sole discretion of the Province.
- 14.02 Without limiting the provisions of subparagraph (c) of paragraph 6.01, the Contractor will comply with the Workers' Compensation legislation for the Province of British Columbia.
- 14.03 The Contractor will indemnify and save harmless the Province, its employees and agents, from and against any and all losses, claims, damages, actions, causes of action, costs and expenses that the Province may sustain, incur, suffer or put to at any time either before or after the expiration or termination of this Agreement, where the same or any of them are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission of the Contractor, or of any agent, employee, officer, director or sub-contractor of the Contractor pursuant to this Agreement, excepting always liability arising out of the independent negligent acts of the Province.

SECTION 15 - ASSIGNMENT AND SUB-CONTRACTING

- 15.01 The Contractor will not, without the prior, written consent of the Province:
 - assign, either directly or indirectly, this Agreement or any right of the Contractor (a) under this Agreement; or
 - sub-contract any obligation of the Contractor under this Agreement. **(b)**
- 15.02 No sub-contract entered into by the Contractor will relieve the Contractor from any of its obligations under this Agreement or impose upon the Province any obligation or liability arising from any such sub-contract.
- 15.03 This Agreement will be binding upon the Province and its assigns and the Contractor, the Contractor's successors and permitted assigns.

SECTION 16 - OWNERSHIP

- 16.01 Any equipment, machinery or other property, provided by the Province to the Contractor as a result of this Agreement will:
 - be the exclusive property of the Province; and (a)
 - forthwith be delivered by the Contractor to the Province on written notice to the Contractor requesting delivery of the same, whether such a notice is given before, upon, or after the expiration or sooner termination of this Agreement.

SECTION 17 - OTHER FUNDING

17.01 If the Contractor receives funding for or in respect of the Services from any person, firm, corporation or other government or governmental body, then the Contractor will immediately provide the Province with full and complete details thereof.

SECTION 18 - NOTICES

18.01 Any written communication from the Contractor to the Province must be mailed, personally delivered, faxed, or electronically transmitted to the following address:

> Heather Boyd Manager, Sector Development and Marketing 12th Floor - 510 Burrard Street Vancouver, BC V6C 3A8 Email: heather.boyd@gov.bc.ca

Fax: 604-660-3383

18.02 Any written communication from the Province to the Contractor must be mailed, personally delivered, faxed or electronically transmitted to the following address:

> Scott Ellis **Executive Director** Guide Outfitters Association of British Columbia Suite 103, 19140 – 28th Avenue Surrey, British Columbia V3S 6M3 Email: ellis@goabc.org

- 18.03 Any written communication from either party will be deemed to have been received by the other party on the fifth business day after mailing in British Columbia; on the date of personal delivery if personally delivered; or on the date of transmission if faxed;
- 18.04 Either party may, from time to time, notify the other party in writing of a change of address and, following the receipt of such notice, the new address will, for the purposes of paragraph 18.01 or 18.02 of this Agreement, be deemed to be the mailing address of the party giving notice.

SECTION 19 - NON-WAIVER

- 19.01 No term or condition of this Agreement and no breach by the Contractor of any such term or condition will be deemed to have been waived unless such waiver is in writing signed by the Province and the Contractor.
- 19.02 The written waiver by the Province or any breach by the Contractor of any term or condition of this Agreement will not be deemed to be a waiver of any other provision of any subsequent breach of the same or any other provision of this Agreement.

SECTION 20 - ENTIRE AGREEMENT

This Agreement including the Schedules constitutes the entire Agreement between the parties with respect to the subject matter of this Agreement.

SECTION 21 - SURVIVAL OF PROVISIONS

21.01 All of the provisions of this Agreement in favour of the Province including, without limitation, paragraphs 3.02, 3.03, 5.03, 7.01, 7.02, 8.02, 10.01, 12.03, 14.03, 16.01, 18.01 to 18.04 and all of the rights and remedies of the Province, either at law or in equity, will survive any expiration or sooner termination of this Agreement.

SECTION 22 - MISCELLANEOUS

22.01 This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia.

- 22.02 The Schedules to this Agreement are an integral part of this Agreement as if set out at length in the body of this Agreement.
- 22.03 No amendment or modification to this Agreement will be effective unless it is in writing and duly executed by the parties.
- 22.04 If any provision of this Agreement or the application to any person or circumstance is invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to any other person or circumstance will not be affected or impaired thereby and will be enforceable to the extent permitted by law.
- 22.05 Nothing in this Agreement operates as a consent, permit, approval or authorization by the Government of the Province of British Columbia or any Ministry or Branch thereof to or for anything related to the Services that by statute, the Contractor is required to obtain unless it is expressly stated herein to be such a consent, permit, approval or authorization.
- 22.06 Where the Contractor is a corporation, the Contractor warrants that the signatory has been duly authorized by the Contractor to execute this Agreement without corporate seal on behalf of the Contractor.
- 22.07 This Agreement may be executed by the parties in separate counterparts each of which when so executed and delivered shall be an original, and all such counterparts may be delivered by facsimile transmission and such transmission shall be considered an original.
- 22.08 For the purpose of paragraphs 22.09 and 22.10, an "Event of Force Majeure" includes, but is not limited to, acts of God, changes in the laws of Canada, governmental restrictions or control on imports, exports or foreign exchange, wars (declared or undeclared), fires, floods, storms, strikes (including illegal work stoppages or slowdowns), lockouts, labour shortages, freight embargoes and power failures or other cause beyond the reasonable control of a Party, provided always that lack of money, financing or credit will not be and will not be deemed to be an "Event of Force Majeure".
- 22.09 Neither party will be liable to the other for any delay, interruption or failure in the performance of their respective obligations if caused by an Event of Force Majeure, in which case the time period for the performance or completion of any such obligation will be automatically extended for the duration of the Event of Force Majeure.
- 22.10 If an Event of Force Majeure occurs or is likely to occur, then the party directly affected will notify the other Party forthwith, and will use its reasonable efforts to remove, curtail or contain the cause of the delay, interruption or failure and to resume with the least possible delay compliance with its obligations under this Agreement.

The parties hereto have executed this Agreement the day and year as set out above.

SIGNED AND DELIVERED by the Contractor or an Authorized Representative of the Contractor.) SIGNED AND DELIVERED on behalf) of the Province by an Authorized Representative of the Province.))))
(Print Name of Contractor or Authorized Representative)) (Print Name of Authorized) Representative))
(Signature)) (Signature)

SCHEDULE "A"

The Ministry of Jobs, Tourism and Skills Training has agreed to provide financial assistance to the GUIDE-OUTFITTERS ASSOCIATION OF BRITISH COLUMBIA, under the 2012-2013 Experiences BC Program, to promote British Columbia as a premier hunting destination for international clientele and British Columbia residents alike.

The marketing campaign and project will conduct the marketing tactics as outlined in **Appendix** I. Should the tactics outlined in Appendix I change, the GUIDE- OUTFITTERS ASSOCIATION OF BRITISH COLUMBIA is responsible for discussing and detailing the changes in writing, which must be reviewed and approved by MJTST.

The tactics outlined in Appendix I will be completed as follows:

Deliverable 1 – January 15, 2013

- Produce a sample of the GOABC Auction Profile (Tactic 3)
- Provide a sample of the full page Ad in Safari Times magazine (Tactic 4)

Deliverable 2 - February 15, 2013

- Provided copies of the three articles for Mountain Hunter magazine contracted to writer Shane Mahoney (Tactic 11)
- Provide a copy of the online marketing video that will play at US hunting shows and on GOABC's website (Tactic 10)

Deliverable 3 - March 15, 2013

- Registration, attendance, and report for consumer shows
- Submission of a reconciliation report summarizing activities and expenditures in a template provided by the MJTST contact. This will include but not be limited to submitting evidence of paid invoices, samples of marketing outputs, performance results and a current membership list.

Term:

The term of this Agreement commences on December 19, 2012 and ends on March 31, 2013.

Logos and Trademarks:

The Province of British Columbia prohibits the use, reproduction, modification or distribution of any Provincial logos or trademarks by the GUIDE- OUTFITTERS ASSOCIATION OF BRITISH COLUMBIA without the prior written consent of the Province.

TRANSFER UNDER AGREEMENT Linking Payment to Deliverables Specified in Schedule A

SCHEDULE "B" Fees

- 1. Fees will be payable to the Contractor on a quarterly basis, in the fulfillment of the obligations under this Agreement, as follows:
 - (a) upon receipt and approval by the Province of a signed original agreement and numbered original invoice, a payment amount of \$12,500;
 - (b) upon receipt and approval by the Province of deliverable 1, as outlined in Schedule A of the Agreement, and a numbered original invoice dated no earlier than **January 15, 2013**, a payment amount of \$16,250;
 - (c) upon receipt and approval by the Province of deliverable 2, as outlined in Schedule A, and a numbered original invoice dated no earlier than February 15, 2013, a payment amount of \$16,250;
 - (d) upon receipt and approval by the Province of deliverable 3, as outlined in Schedule A, a reconciliation report, and a numbered original invoice dated no earlier than March 15, 2013, a payment amount of \$5,000;
- 2. Notwithstanding paragraph 1 of this Schedule in no event will the fees payable to the Contractor in accordance with paragraph 1 of this Schedule exceed, in the aggregate, \$50,000.00
- 3. The Contractor will submit to the Province upon completion of deliverables specified in paragraph I of this Schedule B, a written statement of account:
 - (a) showing the calculation of all fees claimed under this Agreement for the period in which this statement is submitted.

Within 60 days of receiving a written statement of account, as described in paragraph 3 of this Schedule, from the Contractor, the Province will pay to the Contractor the fees set out in paragraphs 1 and 2 of this Schedule.

- 4. If applicable, the Province of British Columbia will pay the HST, as long as the Contractor's invoice clearly indicates:
 - > The Contractor's HST registration number, and
 - > The amount of HST being charged.

If the Contractor is an HST Registrant with the Canada Revenue Agency (CRA), then HST can be charged on fees.

If the Contractor is <u>not</u> an HST Registrant with the Canada Revenue Agency (CRA), then HST <u>cannot</u> be charged on fees.

5. In accordance with paragraphs 3.03 and 3.04 of the Agreement, all such refunds or remissions obtained by the Contractor must be applied to the provision of the Services, set out in Schedule "A" or performance of any other obligation of the Contractor under this Agreement in respect of those Services.

Schedule D - Insurance

- 1. The Contractor must, without limiting the Contractor's obligations or liabilities and at the Contractor's own expense, purchase and maintain throughout the Term the following insurances with insurers licensed in Canada in forms and amounts acceptable to the Province:
 - (a) Commercial General Liability in an amount not less than \$2,000,000.00 inclusive per occurrence against bodily injury, personal injury and property damage and including liability assumed under this Agreement and this insurance must
 - (i) include the Province as an additional insured.
 - (ii) be endorsed to provide the Province with 30 days advance written notice of cancellation or material change, and
 - (iii) include a cross liability clause;
- 2. All insurance described in section 1 of this Schedule must:
 - (a) be primary; and
 - (b) not require the sharing of any loss by any insurer of the Province.
- 3. The Contractor must provide the Province with evidence of all required insurance as follows:
 - (a) within 10 Business Days of commencement of the Services, the Contractor must provide to the Province evidence of all required insurance in the form of a completed Province of British Columbia Certificate of Insurance;
 - (b) if any required insurance policy expires before the end of the Term, the Contractor must provide to the Province within 10 Business Days of the policy's expiration, evidence of a new or renewal policy meeting the requirements of the expired insurance in the form of a completed Province of British Columbia Certificate of Insurance; and
 - (c) despite paragraph (a) or (b) above, if requested by the Province at any time, the Contractor must provide to the Province certified copies of the required insurance policies.
- 4. The Contractor must obtain, maintain and pay for any additional insurance which the Contractor is required by law to carry, or which the Contractor considers necessary to cover risks not otherwise covered by insurance specified in this Schedule in the Contractor's sole discretion.

Appendix 1 EXPERIENCES BC APPLICATION FORM

DATE

November 27, 2012

NAME OF INITIATIVE

Why BC?

SOCIETY ACT REGISTRATION

S-007483

CONTACT PERSON

Scott Ellis <u>ellis@goabc.org</u> Jeana Schuurman <u>admin@goabc.org</u>

ADDRESS

Suite 103, 19140-28th Ave Surrey, BC V3S 6M3

SECTOR REPRESENTED

Guide outfitters are the founders of the tourism industry and an important part of the outdoor heritage of BC. By the late 1800s the world's hunting fraternity had learned that British Columbia harboured one of North America's most magnificent big game populations and local hunters started guiding services to meet the demand for quality big game hunts. The first provincial game department was established in 1905 and a tourism marketing program was started shortly thereafter. Exhibits of Canada's big game trophies found their way to London, Glasgow and Vienna, tapping into previously untouched markets.

Guiding licences were first issued in 1913 and guiding territories were established in the late 1940s. In 1961 legislation provided guide outfitters with the exclusive rights to guide non-resident big game hunters in a specific area. Investing their time and money in the backcountry, guide outfitters developed a connection with the land, gaining an exceptional understanding of wildlife and wildlife habitat within their guiding territory and their sense of ownership increased the responsibility they felt for the land. This was the beginning of wildlife stewardship.

The success of BC's model for guide outfitting was quickly recognized and adopted in the Yukon and Northwest Territories. Today, the big game populations in BC are healthy and growing due, in part, to the science-based wildlife management policies that were developed by government in cooperation with guide outfitters. Guide outfitters continue to have a vested interest — both emotionally and economically — in the health and sustainability of wildlife populations throughout BC and, in particular, within their guiding territories.

More than 5,000 hunters come to BC each year and use the services of a guide outfitter. BC's guide outfitting industry provides hunters with an unforgettable hunting experience, showcasing the wildlife diversity and spectacular scenery available in some of the most remote areas of "super, natural British Columbia." Most guide outfitters derive their primary source of income from their family-run guide outfitting business. Our industry is an important contributor the health and well-being of rural economies, providing approximately 2,000 jobs in BC's backcountry and generates approximately \$116 million in revenue each year.

By the mid-1960s, BC's guide outfitters began to realize that they needed a voice to communicate to government what they were seeing on the ground. They established the Western Guides Association, which eventually became the Guide Outfitters Association of British Columbia (GOABC). The association was created with the vision of representing the guide outfitting industry to government and advocating for science-based wildlife management. Today the GOABC represents 80% of the guide outfitters in BC, Yukon, Northwest Territories and Nunavut. Our mission is to advocate for a healthy guide outfitting industry and enhance the economic viability of our members' businesses.

Wildlife Stewardship is our PriorityTM has been GOABC's slogan for many years, but the Board of Directors increased their commitment to wildlife stewardship in 2010. The GOABC hosted its first International Wildlife Management Symposium in December 2010, exploring the social and political pressures and the future of wildlife management. The outcomes of this event were summarized in a 64-page publication entitled Conservation Matters. Additional efforts in wildlife stewardship include a wildlife DNA collection program that will help provide a scientific foundation for wildlife management, and a state-of-the-art computer database containing information on wildlife populations and sustainable use.

This shift in focus matters because the future of our industry rests on maintaining the support of the general public. Recent surveys have revealed that 15% of the population supports legal hunting and 15% of the population opposes all hunting. The 70% "in the middle" care about the environment, but are discounted from the land and susceptible to the message of the small and well-funded anti-hunting faction. Hunters must be active in communicating the fact that bunting is ethical and sustainable. Our approach to marketing and public relations must demonstrate our respect for wildlife and vested interest in maintaining strong wildlife populations now and in the future.

PROJECT DESCRIPTION

Guide outfitters in BC face strong competition from other jurisdictions. There are many great places to go on guided hunts – a hunter can get a gemshok in Africa, a trophy mule deer in Alberta or a sheep in Alaska. When faced with a myriad of hunting options, why would a hunter choose BC? What makes our province and our guided hunts unique?

The purpose of Why BC? is to promote BC as a premier hunting destination for international clientcle and BC residents alike. Hunting clients already spend more per day per capita than any other visitor to our province, and our industry has an enormous potential to grow (with no impact to sustainability).

Growth for our industry means strong, stable small businesses and lasting contributions to remote communities. In some jurisdictions, nonresidents may hunt by simply purchasing a licence and a tag. Most US states that use this structure receive a minimal economic return of \$1,000 to \$3,000 on a nonresident hunt. To hunt in BC, nonresidents must use the services of a guide, which increase the nonresident's economic contribution significantly. The average nonresident hunter will contribute \$23,000 to BC's economy on a guided big game hunting trip.

The structure of the guide outfitting industry in BC benefits government and clients because it:

- provides a high economic return to BC's economy and the Crown;
- helps ensure compliance with laws and regulations; and
- ensures international guests have a safe and enjoyable hunt in BC.

One of the roles of the GOABC is to keep BC at the forefront of the international market. We believe that BC offers a truly unique quality product that matches the needs and desires of the hunting marketplace. In spring 2012, we surveyed hunters from around the world to learn more about their hunting preferences. We learned that the majority of hunters still prefer a very traditional fair chase hunt: horseback, spot-and-stalk, in cabins or a lodge with home-cooked meals. While most did not expect access to internet during the hunt, many indicated that satellite phones would provide additional peace of mind.

Guided clients are typically male and over 40 years old, still working full-time and receiving less than 6 weeks of vacation per year. They prefer a 10 day hunting trip over a 7 or 14 day trip, and go on a guided hunting trip at least once every 2 years. Survey participants indicated strong interest in hunting many of BC's species – with moose, sheep, elk and caribou topping the list.

All hunting in BC is fair chase with no high fences. A survey of our members revealed that guide outfitters in our province still offer very traditional hunting trips. On average, a guide outfitting business in BC employs 6 guides, 2 wranglers and 1 cook. The most common business structure is bed-and-breakfast style base camp lodge with access to hot water and power. Long day hikes or horseback trips with meals prepared at a base lodge or over a fire are still very common. The majority of guide outfitters provide satellite phones for emergencies, but do not provide internet access.

In a competitive marketplace, we gleaned that there are two key selling features of a guided BC hunt:

1. A High Quality Hunt

¹ National Survey of Fishing, Hunting and Wildlife, "2006 State Reports", US Census Bureau. Available at http://www.census.gov/prod/www/abs/fishing.html accessed 7 June 2011.

BC is home to an amazing diversity of sought-after big game species, all available through fair chase hunting with no high fences. From Stone sheep to Roosevelt elk, BC has an amazing diversity of high-quality, desirable big game animals.

Each year, Safari Club International offers an award to an individual that has visited eight diverse regions and hunted the 29 North American Big Game Species. This award recognizes the incredible challenge, passion, commitment and determination of a big game hunter. BC is home to healthy populations 18 of the North American 29 Big Game Species.

BC's quality product would mean little to tourists without guide outfitters who provide the tools, time and expertise to access it. Clients appreciate the rich history of our industry in BC and the fact that many guide outfitting businesses in BC are several generations old. Guide outfitters in BC are deeply invested in the land and know their areas well, which means a good chance for success.

BC hunts are known for being safe, enjoyable and professionally conducted hunts. Our primarily American clientele also enjoy the fact that BC is easy to get to, English-speaking, has a predictable currency and is politically stable.

The GOABC is internationally recognized as a leader among outfitting associations. Membership in the GOABC is voluntary. Outfitters who become members of GOABC are covered by our bond and accountable to our Code of Conduct. Booking with a GOABC member ensures the outfitter has a high level of professionalism, accountability and commitment to the "bigger picture" of wildlife stewardship.

2. An Unforgettable Backcountry Experience

BC is one of the few places in our world where there continues to be miles and miles of untouched backcountry. Guide outfitters take great pride in showcasing "super, natural British Columbia" to their clients. Our province is known for its unique and varied terrain: spectacular mountains and valleys, and pristine lakes and rivers.

Clients who submit articles to GOABC's Mountain HunterTM magazine often find themselves at a loss for words when they try to describe BC. They always write about much more than the big game available in BC; authors find great satisfaction in communicating the freedom of being "away from it all," the breathtaking rides in float planes, fascination with the cowboy lifestyle, sunsets that reveal colours in the mountains, and secret hot springs hidden away in the mountains.

TARGET MARKETS

United States

From our research, we know that our clientele predominantly American and are generally highly experienced hunters — with approximately 80% having over 20 years of hunting experience. Thirty-five percent of potential clients make less than \$100,000 per year, and an additional 33% make between \$100,001 and \$300,000.

They subscribe to an average of 4 hunting magazines, watch hunting TV shows weekly, and 80% attend 1 or more hunting tradeshows each year. Hunters are a unique clientele because they are constantly thinking about their hobby: saving money, planning ahead, setting goals, upgrading their gear, honing their skills, and improving their physical condition.

For 18 years the GOABC has hosted a 2-day Convention in Victoria, an event featuring several social functions and a fundraising auction. This event has primarily targeted nonresident hunters in the past. People would drive up from Oregon and Washington to connect with our members, support the GOABC and purchase hunts on the auction.

Many of these people are Life Members of the GOABC. The Life Membership is different than the guide outfitter membership. It is simply a way for hunters to support the association's mission and objectives. Life Members are typically very avid hunters who support conservation initiatives and come to BC to hunt frequently. Life Membership entitles individuals to a lifetime subscription to Mountain HunterTM and registration discounts at Convention.

In 2012, we moved our Convention to Kelowna for the first time. This was well-received by nonresident clients and guide outfitter members of the GOABC. To capitalize on this move, we plan to target resident hunters with a special BC Hunter Night. Additional details about this target market are listed below.

British Columbians

The GOABC has also recognized another market for our product: British Columbians. The Ministry of Forests, Lands and Natural Resource Operations' *Hunter Recruitment and Retention Plan* notes that time limitations and a lack of mentorship hinder the number of hunters in BC. A hunter may feel that the commitment of his finances and time have been "wasted" if he is not successful.

Guided hunters are typically more successful than recreational hunters. Guides have expertise on hunting gained through extensive experience. They understand wildlife habitat and, over time, they are able to gain an intimate understanding of the populations within their guide territory. Furthermore, an outfitter can provide food and accommodation, relieving the planning burden for the recreational hunter. For a resident, a guided hunt will be more expensive than a do-it-yourself hunt, but the chances of success are higher, which make better use of the time and money that have been invested.

OBJECTIVES

- Increase revenues from key domestic and international markets;
 To bring new revenue into our province by marketing BC's premier hunting opportunities to hunting communities in the United States. Many hunters go on guided hunts annually or bi-annually we want to help make BC the obvious choice for their next hunt.
- 2. Increase visitation and distribution of tourism benefits across communities, regions and sectors province-wide; To increase revenue to small, family-run guide outfitting business and support strong job markets in rural communities. Guide outfitting promotes international tourism in communities that otherwise might receive little attention. The GOABC wants to help promote strong, stable rural communities by strengthening our "green," sustainable industry.

TACTICS

Tactic	Description	Timing	Budget	Mechanisms
#1. Hunting shows	Attend hunting and outdoors shows put on by Dallas Safari Club, Wild Sheep Foundation, Grand Slam Club/Ovis, and Safari Club International. Each shows brings crowds of between 20,000-50,000 people. The target market for these shows is nonresident clients.	Jan-Feb 2013	\$475 travel \$2,725 Booth expenses	The number of bidders for our auction is a reflection of the effectiveness of GOABC's communications at US hunting shows. Convention Guests
#2. Booth at BC Hunting Show	Attend the BC Hunting Show in Abbotsford, BC to connect with residents hunters, promoting the benefits of a guided hunt.	Mar 2013	\$1,000	In 2011, we had 184 Convention guests and 2012 we had 205 Convention guests. We are aiming to recruit 225 Convention guests for 2013.
#3. Auction Profile	The GOABC's Auction Profile is a 20-page, high quality glossy magazine that showcases hunts donated to our annual auction. It provides excellent exposure for members, as it is distributed at US hunting shows (approx. 1,000) and to all current and previous subscribers (approx. 8,000) to GOABC's magazine, Mountain Hunter™. A copy of the Auction Profile will be provided to the Ministry in late January.	Dec 2012	\$2,000 design \$2,500 printing \$12,000 distribution	Online Bidders In 2011, we had 22 online bidders. After promoting the auction at US shows in 2012, the popularity of our online auction grew and 49 online bidders participated in the auction. For
#4. External magazine advertising	Advertise auction donations in full page colour ad in Safari Times magazine.	Dec 2012	\$2,788	2013, we aim to recruit over 75 online bidders.
#5. Radio advertising	Promote auction events on radio stations in Kelowna and Washington (US). The Friday auction is targeting resident hunters, and the Saturday auction is targeting nonresident clients.	Feb-Mar 2013	\$1,000 design \$8,000 air time	Over 50 BC Hunter Night pre-registrations completed online by March 1, 2013 and total event attendance of over 200 people.
#6. Wild TV Advertising	Create a short commercial for Wild TV inviting people to connect with GOABC in Kelowna for the auction.	Jan 2013	\$2,000	In 2011, we had 184 Convention guests and 2012 we had 205 Convention guests. We are aiming to
#7. Updates to Website	Create information page on www.goabc.org promoting the 2013 Convention (auctions and other events). Include online sign-up form.	Dec 2012	\$400	recruit 225 Convention guests for 2013.
#8. Billboard advertising in Kelowna	Purchase 3 months of billboard advertising in Kelowna to promote BC Hunter Night (Friday Auction).	Dec 2012- Mar 2013	\$4,300	In addition, we hope to increase GOABC Sustaining Membership (magazine
#9. Save the Date Postcards	In the past, we have sent letters to previous Convention attendees and GOABC Life Members inviting them to return.	Nov 2012	\$2,000 distribution	subscriptions) by 15% as a result of these promotions.
	For 2013, we have created bright and eye-catching Save the Date postcards for the 2013 Convention. These will be distributed to: • GOABC Life Members (primarily American, approx. 250)	:	S1,000 printing	
	 Previous magazine subscribers in Oregon and Washington (approx. 1,600) These will also be distributed through BC rod and gun clubs (approx. 300 clubs), previous and current Mountain Hunter magazine subscribers in BC (approx. 300) and through local outdoors stores (approx. 500). 	:	\$250 design	
#10. Marketing Video	Create marketing video to play at US hunting shows and show on website, emphasizing the industry's history, commitment wildlife, and unique lifestyle. The video will be 10-15 minutes in length. The video will be something that non-hunters can relate to and understand.	Dec 2012	\$40,000	At least 1 view per day on <u>www.goabc.org</u>
#11. Strategic Guidance and Media Training with Shane Mahoney	Contract conservation expert Shane Mahoney to advise GOABC on how enhance the professionalism and ethics of our sector, and how to promote the sustainability of our industry. Shane to write 3 articles on wildlife conservation for Mountain Hunter™ magazine, advise on website content, and narrate marketing DVD. Copies of Shane's articles and the marketing video will be provided to the Ministry in January-February.	Feb 2013	\$25,000	Improved approach to promoting our sector that is cognizant of the reservations of non-hunters. Success will be best demonstrated by the changed content on the website.

PROVINCE-WIDE PROGRAM

The GOABC's marketing program promotes all of its members and does not show preferential treatment to any particular region or business. We currently have 167 members, distributed in proportion to the size of the region:

3t = Skeena

28 = Peace

25 = Omineca

25 = Cariboo Chilcotin

23 = Kootenay

7 = Thompson

9 = Yukon

7 = Okanagan 8 = NWT

3 = Coastal BC

1 = Nunavut

BUDGET SUMMARY

Description	Budget
#1. US Hunting Shows	\$3.200
#2. Booth at BC Hunting Show	\$1,000
#3. Auction Profile	\$16,500
#4. Ad in Safari Times Magazine	\$2,788
#5. Wild TV Advertising	\$2,000
#6. Radio Advertising (Washington & BC)	\$9,000
#7. Website Updates	\$400
#8. Billboard Promotion	\$4,300
#9. Save the Date Cards	\$3,250
#10. Marketing Video	\$40,000
#11. Strategic Guidance and Media Training with Shane Mahoney	\$25,000
TOTAL	\$107,438

FUNDING REQUEST

Tourism BC Funding Request:

\$50,000

Sector Funding Contribution:

\$57,438

TOTAL:

\$107,438





103-19140 - 28th Avenue Surrey, BC V3S 6M3 Tel: (604) 541-6332 Fax: (604)541-6339

INVOICE

Invoice No.: 2013-BCEXP4

Date: Mar 15 2013

Sold to:

*Ministry of Jobs, Tourism & Innovation

Heather Boyd

Manager, Sector Development & Marketing

12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8

Ship to:

*Ministry of Jobs, Tourism & Innovation

Healher Boyd

Manager, Sector Development & Marketing

12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8

CONTRACT# C139000021

Business No. 1

Business No.: 10745 7251 RT0001								
item No.	Unit	Quantity	Tax	Unit Price	Amount			
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B. Initial Contract - General Service Agreement	Attached (form can be	found): htt Tel: 604-69	W2 nent.doc					
Project description: The Ministry of Jobs, Tourism a Columbia, under the 2112-2019 Experiences BC P	9-1234 Toll Free: 1-800-663-12 cadiahotelyancouver.co	m ation of British						
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202 = Direct Awards - Emergency 203 = Direct Awards - Security, Order, etc. 204 = Direct Awards - Confidentiality								
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103-19140 - 28th Avenue Surrey, BC V3S 6M3 Tel: (604) 541-6332 Fax: (604)541-6339 JAN 5 / ZUID Invoice No.:

INVOICE

nvolce No.: 2013-BCEXP2 Date: Jan 16 2013

Sold to:

*Ministry of Jobs, Tourism & Innovation Heather Boyd Manager, Sector Development & Marketing 12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8 Ship to:

*Ministry of Jobs, Tourism & Innovation Heather Boyd Manager, Sector Development & Marketing 12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8 CONTRACT# C139080921

Business No.: 10745 7251 RT0001 Item No. Un(t Quantity Description **Unit Price** Tax Amount Contract # C139000021 - second payment, upon receipt each 1 and approval of deliverable 1, as outlined in Schedule A Н 16,250.00 16,250.00 of the Agreement, and numbered original invoice PO/Committment # <u>C139 0000</u> Date Goods and Services Received Account Steh Resp qualified Received signatures. is in accordance with the appropriate statue or other authority artifor contract Where applicable, that the work has been performed, the goods supplied, the service rendered, and/or other conditions met. Expense Authority Signature: JAN 2 + % Guide Outfliters Association of British Columbia HST: #10745 7251 RT0001 Shipped By: Tracking Number: Comment: Total Amount \$16,250.00 Sold By:

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Confirmation

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Receive Items: Confirmation Details

Receipt information

Receipt Date 07-Feb-2013 09:25:10

Received Item Details

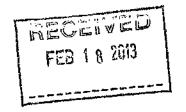
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INVOICE

Invoice No.: 2013-BCEXP3 Date: Feb 15 2013

Sold to:

*Ministry of Jobs, Tourism & Innovation Heather Boyd Manager, Sector Development & Marketing 12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8 Ship to:

*Ministry of Jobs, Tourism & Innovation Heather Boyd Manager, Sector Development & Marketing 12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8 CONTRACT# C139000021

Business No.; 10745 7251 RT0001 Item No. Unit Quantity Description **Unit Price** Tax Amount Contract # C139000021 - third payment, upon receipt each and approval of deliverable 2, as outlined in Schedule A, Н 16,250.00 16,250.00 and numbered original invoice PO/Commitment # (1390000) Date Gooks and Services Received Go)? Account CENTIFEU AMOUNT TO BE PAID \$_ - Is in accordance with the appropriate statue or other authority and/or When applicable, that the word has been performed, the goods supplied, the service rendered, and/or other conditions and Expense Authority Signmone: Guide Outfitlers Association of British Columbia HST: #10745 7251 RT0001 Shipped By: Tracking Number: Comment: \$16,250.00 Total Amount Sold By:

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Confirmation

Receipt 31613 has been created for you.

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Receipt Information

Receipt Date 06-Mar-2013 08:47:19

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Sold to:

*Ministry of Jobs, Tourism & Innovation

Heather Boyd

Manager, Sector Development & Marketing

12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8

INVOICE Invoice No.: 2013-BCEXP4 r Date: Jan 07 2013 Ship to:

*Ministry of Jobs, Tourism & Innovation

Heather Boyd

Manager, Sector Development & Marketing

12th Floor, 510 Burrard Street Vancouver, BC V6C 3A8 CONTRACT# C139000021

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Business No. :		1	10745 7251 RT0001			
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Receive Items: Confirmation Details

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Receipt Date 07-Feb-2013 09:23:54

Received Item Details

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