



This Agreement is made this 2 day of May, 2024 between the Corporation of the City of Elliot Lake ("City") and YasTech Developments Inc. o/a Let's Camp ("Let's Camp"):

1. Services to be provided: Let's Camp shall provide services to the City in accordance with the Terms and Conditions of this Agreement which are attached at Schedule "A" and incorporated into this Agreement.
2. Consideration: In consideration for the Services provided by Let's Camp, the City agrees to compensate Let's Camp in accordance with the Fee Schedule as set out in Schedule "B".
3. Total Agreement: The Terms and Conditions as set out in Schedule "A" constitutes the Total Agreement.
4. Initial Term and Renewal: The term of the agreement shall commence upon full execution of the agreement by Let's Camp and the City. This agreement may be terminated in accordance with the terms as outlined in Schedule "A".
5. Payment Terms: Payment of any invoice shall be made within 30 days of receipt of any invoice. Let's Camp shall invoice the City for the Services in accordance with Schedule "B". Any payment which is not made by the invoice due date shall be deemed to be overdue and shall accrue interest charges at the rate of 2% per month (24% per annum).
6. Signatures" The parties hereby agree to the Terms and Conditions as outlined in Schedule "A" and acknowledge that they have read and agree to the Terms and Conditions as outlined.

YASTECH DEVELOPMENTS INC.

Name: Michael Yasieniuk

I have the authority to bind the Corporation.

THE CORPORATION OF THE CITY OF ELLIOT LAKE

Name:

Position:

Name:

Position:

We have the authority to bind the Corporation.



## SCHEDULE “A” - TERMS & CONDITIONS

### 1. General

1.1 These Terms and Conditions form the Agreement between Let’s Camp and the City with respect to the services outlined in Schedule “B” (“Services”) provided through the Let’s Camp web application.

1.2 These Terms and Conditions apply to the use of the Services provided by Let’s Camp to the City. By using the Services of Let’s Camp, the City agrees to comply with all of the Terms and Conditions as set out. The details of the Services will be outlined in Schedule “B” of these Terms and Conditions.

1.3 Let’s Camp shall have the right to change or modify the Terms and Conditions applicable to the City of the Services, or any part thereof, or to impose new conditions, including, but not limited to, adding fees and charges for use. Such changes, modifications, additions, or deletions shall be communicated to the City at least 30 days prior to the changes being implemented.

### 2. The City’s Responsibilities

2.1 While using the Services, the City shall comply with applicable laws at all times. The City shall assume total responsibility and risk for any authorized administrative users of the City who is using the Services.

2.2 The City is responsible for its conduct, content, and communications with others while using the Services. The City shall comply with the following requirements when using the Services:

- I. Ensuring that the City’s use of the Services does not violate or potentially violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, business or personal dispute or argument, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity, or any personal or business argument or dispute; and,
- II. Ensuring that the City’s use of the Services does not contain any material that is unlawful, harmful, fraudulent, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, disputatiously, argumentatively or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, provincial, state, national or international law.
- III. Keeping its contact information with Let’s Camp current and up to date at all times.
- IV. The City shall not purchase, use, or access the Services for the purpose of building a competitive product or service.
- V. Unless authorized by Let’s Camp, the City shall not use any manual or automated system or software to extract or scrape data from Let’s Camp’s public facing web pages.



- VI. Payment terms, refund rules and cancellation rules will be provided online and/or directly to each camper. They are subject to change and will be available and up to date on the website once the account is live. There is no requirement for the agreement to be resigned as changes are made.

### 3. Let's Camp's Responsibilities

3.1 Let's Camp shall comply with applicable laws at all times while providing its Services to the City. Let's Camp is responsible for its conduct, content, and communications while providing its Services to the City. Let's Camp shall comply with the following when providing its Services:

- I. Ensuring that the provision of Let's Camp's Services to the City does not violate or potentially violate any criminal laws or any rights of any third parties, including, but not limited to, such violations as infringement or misappropriation of any copyright, patent, trademark, trade secret, music, image, or other proprietary or property right, false advertising, unfair competition, defamation, business or personal dispute or argument, invasion of privacy or rights of celebrity, violation of any anti-discrimination law or regulation, or any other right of any person or entity, or any personal or business argument or dispute; and,
- II. Ensuring that Let's Camp's provision of its Services does not contain any material that is unlawful, harmful, fraudulent, libelous, slanderous, threatening, abusive, harassing, defamatory, vulgar, obscene, profane, hateful, racially, ethnically, disputatiously, argumentatively or otherwise objectionable, including, without limitation, any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, provincial, state, national or international law.
- III. Keeping its contact information with the City current and up to date at all times.

4. Licenses: Subject to the City's complete and ongoing compliance with these Terms and Conditions, Let's Camp grants the City limited, non- transferable, non-sublicensable, revocable permission to access and use the Services until this agreement has been terminated.

### 5. Privacy

5.1 Let's Camp is subject to and will comply with The Personal Information Protection and Electronic Documents Act (PIPEDA) at all times and agrees to handle all Confidential Information received from the City in compliance with that legislation at all times, including the collection, use, access to, retention of and disposal of all personal information.

5.2 Let's Camp's Privacy Policy is stated here and kept up to date at <https://letscamp.ca/terms-conditions>.

6. Guest Data: All data collected about guests making reservations and using the Services provided by Let's Camp can be used by Let's Camp with the consent of the City acting reasonable but will not be shared with or sold to any third party. Data collected specifically about guests for reservations with the City, can be used by the City. Guests need to agree in the terms of service with the Services to be contacted by



Let's Camp before being contacted by Let's Camp.

## 7. Confidential Information

7.1 For the purposes of this Agreement, "Confidential Information" shall mean any personal information, confidential information or other proprietary information that is disclosed by or on behalf of a Party ("Disclosing Party") to the other Party ("Receiving Party"), whether disclosed orally or in writing, whether disclosed before or after the effective date, and whether or not marked or otherwise designated as confidential, including, without limitation, the City's data, the hosting platform, information relating to the Disclosing Party's customers, potential customers, suppliers, financial and business information, technological information, specifications, business and product plans, the terms and conditions of this Agreement, and any other non- public information disclosed. Notwithstanding the foregoing, Confidential Information does not include information which:

- I. is or becomes public knowledge without any action by, or involvement of, the Receiving Party.
- II. is publicly disclosed by the Receiving Party with the prior, written approval of the Disclosing Party.
- III. is independently developed by the Receiving Party without use of or access to Confidential Information or
- IV. is intentionally disclosed by the Disclosing Party to a third party without restriction on disclosure.

## 7.2 Let's Camp and the City agree:

- I. not to disclose, or permit any third party or entity access to, the Disclosing Party's Confidential Information (or any portion thereof) without prior written permission of the Disclosing Party.
- II. not to utilize, except as permitted under this Agreement or as required to perform any obligations under this Agreement, the Disclosing Party's Confidential Information (or any portion thereof).
- III. to ensure that its employees shall only be given access to the Disclosing Party's Confidential Information to the extent necessary for such employees to perform their duties under this Agreement; and
- IV. to ensure that any of its employees who receive access to the Disclosing Party's Confidential Information are advised of the confidential and proprietary nature thereof and are prohibited from copying, utilizing, or disclosing such Confidential Information, except as required to perform any obligations under this Agreement.

7.3 In the event the Receiving Party becomes or may become legally compelled to disclose any of the Disclosing Party's Confidential Information, the Receiving Party shall provide to the Disclosing Party prompt prior written notice of such requirement so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the terms of this Agreement. In the event that such protective order or other remedy is not obtained, or that the Disclosing Party waives compliance



with the provisions hereof, the Receiving Party shall furnish only that portion of the Confidential Information which it is advised by legal counsel is legally required to be disclosed and shall use its reasonable efforts to ensure that confidential treatment shall be afforded such disclosed portion of the Confidential Information.

## 8. Service Fees

8.1 Let's Camp reserves the right to change its service fees but agrees to provide thirty (30) days' written notice to the City for any price changes. No refunds will be given for any fees that have already been invoiced and sent to City.

8.2 "Booking Fee" is paid by the user making a booking through the Let's Camp service. This fee is retained by Let's Camp and will only be refunded to the user in extraneous circumstances, such as public health orders or natural disasters and this will be set out in the written or verbally communicated Refund Rules.

8.3 For any bookings made by the City, the City will be invoiced for the 'Booking Fee' for that booking at the end of the calendar month as this fee will be collected by the campground and not Let's Camp. The City will pay/reimburse the amount noted herein to Let's Camp when Let's Camp invoices the City.

8.4 The Credit Card Processing Fee is outlined in Schedule "B" and will be removed from the reservation amount collected through Let's Camp before being transferred to the City. If it is not removed from the reservation, Let's Camp will invoice the City for these fees at the end of the calendar month.

8.5 Left Intentionally Blank.

8.6 Any chargebacks on credit card purchases made by guests at the City's campground will be invoiced to the Campground at the end of month that they were made in along with a \$15 chargeback fee. We will attempt to rebut the chargeback, along with Stripe, and if funds are returned, Let's Camp will credit the City's account with the chargeback amount. If the rebuttal is unsuccessful, no refund will be issued to the City. Chargeback rebuttals may take up to 90 days from the rebuttal submission date to be resolved.

## 9. Invoices

9.1 Let's Camp will invoice the City on a monthly basis for any Booking Fees that were collected by the City. Invoices will include, and the City will be responsible for, any applicable provincial and federal taxes, as well as interest charges on overdue invoices.

9.2 The City must bring invoice inquiries and disputes to Let's Camp's attention within thirty (30) days of the invoice date and failure to do so will be deemed to be an admission that the entire contents of the invoice are accurate.

10. Payment Terms: Invoices are due as indicated on the invoice. Accounts not paid by the invoice due date will be provided a notice via email indicating that the account is past due. If payment is not received within 10 business days after receiving the notice, interest at a rate of 24% per annum is applicable and overrides any other conflicting interest rate that would be set out in this Agreement and/or any rules to



this Agreement. In the case where invoices become more than 60 days past due, further actions to collect will be taken including phone follow ups, demand letters, and/or legal proceedings. If payment is 90 days past due, service may be suspended until all outstanding invoices are paid in full.

## 11. Cancellation RULES

11.1 You may at any time contact us by phone, email or in writing to cancel your services with Let's Camp for any reason.

11.2 Let's Camp may cancel your Services with us with 30 days written notice, or if:

- I. You violate any confidentiality clause in these Terms & Conditions.
- II. You fail to comply to the City's Responsibilities outlined in Section 2 of these Terms & Conditions; or
- III. The City fails to pay any outstanding invoices within 90 days of being invoiced.

12. Changes to Services: Let's Camp constantly changes and improves the Services you use. Let's Camp may add, alter, or remove functionality from our Services at any time without notice. If Let's Camp does remove functionality that may affect the way you use our Services, advanced notice will be provided to you of this change.

## 13. Service Interruption

13.1 Let's Camp may suspend the Services at any time for any duration of time, without penalty or liability to Let's Camp, where necessary. You agree that it may be necessary for Let's Camp to temporarily suspend Service for technical reasons or to maintain our network, equipment, or facilities. You will be notified whenever possible of any Service Interruptions. Let's Camp shall not bear any liability whatsoever for:

- I. any such suspensions of Service.
- II. the termination of Service pursuant to these Terms and Conditions.
- III. suspension or termination of Service due to Your non-payment of amounts or deposits due; and
- IV. suspension or termination of Service due to Your unlawful or improper use of Services.

## 14. Limitation of Liability

14.1 The Services are provided on an 'as is' and 'as available' basis and use of the Service is at the City's own risk. Let's Camp makes no representations or warranties whatsoever, either expressed or implied, with respect to the Services or any service, merchandise or information provided through the Service, including, without limitation, any representation or warranty with respect to the network transmission capacity of any common carriers used by Let's Camp or the accuracy or quality of the Service. There is no warranty of title, non-infringement, nor any implied warranty of merchantability or fitness for a particular purpose. It is solely the City's responsibility to evaluate the accuracy, completeness and





usefulness of all opinions, advice, services and other information and the quality and merchantability of the Service and all merchandise and services provided through the Service generally.

14.2 Neither, Let's Camp, nor Let's Camp's suppliers warrant that the Service will be uninterrupted or error free.

14.3 Without limiting the generality of the foregoing, the Parties respective directors, officers, and employees are not responsible or liable to THE OTHER PARTY for any claim, loss, damages, liability or expenses THE OTHER PARTY OR THIRD PARTY'S THROUGH THE OTHER PARTY may suffer or incur as a result of, arising out of, or in any way connected with the Service, any use of it or interruption in it, whether through act or omission, and whether direct or indirect. Without limitation, THE PARTIES ARE NOT liable TO ONE ANOTHER for any incidental, special, consequential, punitive, aggravated, or exemplary damages, or loss of use, data, business, income, or profits, EVEN IF THE PARTY HAS advised THE OTHER PARTY of the possibility of such claim, loss, damages, liability, or expenses. THE PARTIES assume all responsibility and liability with respect to mistakes, omissions, interruptions, errors, defects, delays in operation or transmission, or any failure of performance. The limitations on liability contained in this Agreement shall survive the termination of this Agreement.

15. Customer Indemnification of Let's Camp: The Parties will indemnify and hold one another and their directors, officers, and employees, harmless against all claims, loss, damages, liability, or expenses that the non-negligent party may suffer or incur, directly or indirectly, arising out of, resulting from or in connection with the Services detailed herein this Agreement. Indemnification includes, but is not limited to, claims by third parties, the installation, presence, maintenance, and removal of any and all equipment, legal fees, disbursements, and all other reasonable costs incurred by the relevant party in connection with any legal, collection or other proceedings.

## 16. Interpretation

16.1 Words importing the singular number include the plural and vice versa.

16.2 The division of this agreement into articles and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this agreement.

## 17. Assignment

17.1 The City shall not assign or transfer this agreement or any of the rights granted to it hereunder without the prior written consent of Let's Camp which such consent not being unreasonably withheld by Let's Camp.

17.2 Let's Camp reserves the right to assign its rights and obligations under this Agreement to a third-party only in connection with a merger, consolidation, sale of Let's Camp assets or corporate reorganization. Let's Camp shall provide the City with at least six months' notice of such assignment.

18. Force Majeure: Neither Let's Camp nor the City shall be liable for any delay, interruption or failure in the performance of obligations if caused by acts of God, declared or undeclared war, fire, flood, storm, slide, earthquake, power failure, the inability to obtain equipment, supplies or other facilities that are caused by a failure to pay, labour disputes, or other similar events beyond the control of the party affected that may prevent or delay such performance. If any such act or event occurs or is likely to occur,



the party affected shall promptly notify the other, giving the particulars of the event. The party so affected shall use reasonable efforts to eliminate or remedy the event.

19. Severability: If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this agreement will remain in full force and effect, and the provision affected will be construed so as to be enforceable to the maximum extent permissible by law.

## 20. Governing Law

20.1 The rights and obligations of the parties pursuant to these Terms and Conditions is governed by, and shall be construed in accordance with, the laws of the Province of Ontario, Canada, without reference to its conflicts of laws principles.

20.2 You may be subject to other local, provincial, and national laws. You hereby irrevocably submit to the exclusive jurisdiction of the Courts of the Province of Ontario for any dispute arising under or relating to this Agreement and waives the right to institute legal proceedings in any other jurisdiction. Let's Camp shall be entitled to institute legal proceedings in connection with any matter arising under this Agreement in any jurisdiction where You reside, do business, or have assets.

21. Waiver: No waiver of any of the provisions of these Terms and Conditions shall be deemed to constitute a waiver of any other provision nor shall such a waiver constitute a continuing waiver unless otherwise expressly provided in writing duly executed by the party to be bound thereby.

22. Notice: Whenever in this agreement it is required or permitted that notice or demand be given or served by either party of this agreement to or on the other, such notice or demand will be in writing and will be validly given or sufficiently communicated if forward by registered mail, priority post or fax, unless another method of notice is agreed to by the parties, as follows:

To the City:           The Corporation of the City of Elliot Lake  
                              45 Hillside Drive North  
                              Elliot Lake, ON P5A 1X5  
                              Attn: Chief Administrative Officer

To Let's Camp:       Michael Yasieniuk  
                              Box 603, Osler, SK S0K 3A0  
                              Attn: Chief Executive Officer





## SCHEDULE "B"

One Time Setup		
Quantity	Description	Price
1	Setup of your services on the Let's Camp Reservation System - access to system at custom URL on our booking platform - design of park map(s) (if needed) - onboarding and training session(s) on use of system	\$0

Quantity	Description	Price per month	Reservation Fee
1	Standard PARK Package Unlimited sites Ability to take online bookings & payments Online management of bookings and campground data like sites, seasons, and pricing Promo codes with ability to credit a dollar amount, percentage, or Add-ons like a season pass Unlimited user accounts for staff Add-on sales and point-of-sale for recording sales outside bookings Reporting system with ability to download data in excel format Daily payouts on a 3-day rolling basis for all online credit card payments through Stripe <i>\$3 Fee for Bookings \$1 - \$100</i> <i>\$5 Fee for Bookings \$100-\$999</i> <i>\$10 Fee for Bookings \$1000+</i>	\$0	*\$3/\$5/\$10

\*\*Reservation Fee paid by the guest per booking.

## Fee Schedule

One Time Setup Fee on signing of this agreement	\$0.00
Monthly Fee	\$0
Online Credit Card Processing Fee (Stripe) <i>- processing fees are deducted from each transaction on each payout</i>	2.6% + \$0.20