

2024 Tour Operator License Agreement for Cruise Passenger Pick-Ups

BETWEEN:

CHARLOTTETOWN HARBOUR AUTHORITY INC. a company incorporated under the laws of the Province of Prince Edward Island (herein called the "Harbour Authority")

OF THE FIRST PART

AND:

"Tour Operator"

WHEREAS the Harbour Authority was incorporated by Letters Patent dated October 9, 2003, issued pursuant to Part II of the *Companies Act* of the Province of Prince Edward Island;

AND WHEREAS the Harbour Authority operates lands and premises known as Port Charlottetown;

AND WHEREAS cruise ship passengers will arrive at Port Charlottetown during the 2024 cruise ship season who will require transportation from Port Charlottetown;

AND WHEREAS the Tour Operator desires to provide transportation from Port Charlottetown to disembarking cruise ship passengers;

AND WHEREAS the Harbour Authority is authorized to grant licenses with respect to the entry onto the lands and premises of the Harbour Authority to the Tour Operator to permit the pick-up and drop off of cruise ship passengers;

NOW THEREFORE, in consideration of the fees to be paid and the covenants herein on the part of the Tour Operator, the Harbour Authority hereby grants a Tour Operator License for Cruise Ship Passenger Pick-Up to the Tour Operator on the following terms:

1. To use an area that is unilaterally designated from time to time by the Harbour Authority to effect the pick-up and drop-off of cruise ship passengers (the "License Area").
2. The Tour Operator's rights to utilize the License Area shall be limited to the periods when cruise vessels are berthed at Harbour Authority facilities and the passengers and crews are using the facilities for docking and visitation of cruise vessels and their passengers.
3. The term of this Agreement shall commence on April 8th, 2024, and terminate on October 30th, 2024.

4. The Tour Operator shall pay to the Harbour Authority an annual license fee of \$300.00 plus HST per vehicle which shall be payable upon execution of this License Agreement and overdue accounts shall bear interest at a rate of 2% per month.
5. The Tour Operator shall ensure the following day-to-day responsibilities are met to the satisfaction of the Harbour Authority:
 - (a) While on the property of the Harbour Authority, all vehicles of the Tour Operator must clearly always display the Port Charlottetown provided Sticker at the top of the driver's side front window.
 - (b) All vehicles of the Tour Operator must line up in one of the two (2) allotted spaces as designated by the Harbour Authority in order of those names drawn and assigned by the Harbour Authority. The Tour Operator cannot reserve parking spaces, rows, or sandwich board locations.
 - (c) Upon execution of this agreement and at any other times upon the written or verbal request by the Harbour Authority, the Tour Operator will show a valid driver's license, tour license, registration, and valid insurance with a minimum liability of two million dollars (\$2,000,000) for each vehicle and driver being utilized by the Tour Operator.
 - (d) A standard minimum rate of \$ 90CDN/75USA per hour will be charged to cruise ship passengers for tour rates by the Tour Operator. This standard set rate does not apply to Pre-Booked Tours.
 - (e) Any vehicles being used by the Tour Operator for tour purposes must have all Taxi signage removed to the satisfaction of the Harbour Authority.
 - (f) The Tour Operator and their drivers will always dress and behave as professional drivers and ambassadors of Prince Edward Island while dealing with cruise ship passengers or on Harbour Authority property.
 - (g) The Tour Operator will ensure that all drivers provide a clean, 100% smoke-free vehicle for the transportation of cruise ship passengers.
 - (h) The Tour Operator will work independently of other tour companies and tour operators and will refrain from any confrontational situations with other tour companies, tour operators, vendors at Port Charlottetown, and with the Harbour Authority.
 - (i) Only one sandwich board will be permitted for all Tour Operators and this sign will be designed and provided by the Harbour Authority. No additional signage is permitted in the Licensed Area by the Tour Operator.
6. The Tour Operator shall comply with all laws, rules, regulations and bylaws of the Harbour Authority and of any laws whether enacted by federal, provincial or municipal governments or agencies from time to time in force which in any way bear upon the rights and obligations arising out of or in connection with this License Agreement and without limiting the generality of the foregoing, the Tour Operator shall comply with all applicable environmental laws, regulations, guidelines or standards as may apply.

7. Notwithstanding any other requirement in this Agreement, the Tour Operator shall indemnify and hold harmless the Harbour Authority, and its respective agents and employees against:
 - (a) against claims, demands, losses, expenses, costs, actions, suits or proceedings by third parties that arise out of, or are attributable to, the activities on the License Area of the Tour Operator and its employees, agents, and subcontractors; and
 - (b) any claims that may be made against the Harbour Authority arising from the failure of the Tour Operator to comply with any laws, regulations, guidelines or standards; and this indemnity shall survive the expiration or earlier termination of this Agreement.
8. The Harbour Authority shall have the right to require any person, agent, or employee, connected with the Tour Operator's rights under this Agreement to submit to and pass a security check, as determined by the Harbour Authority, prior to entering the property of the Harbour Authority, or the License Area, or any part or parts thereof.
9. The Tour Operator agrees to abide by all security checkpoints and security directions as may be required by the Harbour Authority or its security personnel for the secure operation of the property of the Harbour Authority, or the License Area. The Tour Operator expressly acknowledges and agrees that a failure to adhere to the security checkpoints and security direction as may be required by the Harbour Authority or its security personnel constitutes a breach of this License Agreement and may result in the termination of this License Agreement in the sole discretion of the Harbour Authority.
10. The Tour Operator shall comply with all laws, rules, regulations, by-laws, environmental management plans and the written policies of the Harbour Authority and with all Federal and Provincial legislation and regulations, which in any way bears upon the rights and obligations arising out of or in connection with this License Agreement and, without limiting the generality of the foregoing, all Occupational Health and Safety Legislation and Regulations and the Harbour Authority Health and Safety Plan, as amended from time to time. The Tour Operator further understands and acknowledges that it has the onus to become familiar with and meet all the requirements.
11. Any property on the License Area is entirely at the risk of the Tour Operator against all perils, and the Tour Operator shall have no claim of any kind against the Harbour Authority for loss or damage to the Tour Operator's property regardless of the cause of the loss or damage, including the negligence of the Harbour Authority or its officers or employees.
12. The Tour Operator will not assign this License nor sub-License any part of the License Area to any other person, entity, or proposed Tour Operator without the written consent of the Harbour Authority, which consent may be withheld without reason, notwithstanding any statutory provision respecting the unreasonable withholding of consent.
13. If the Tour Operator shall fail to pay any monies payable pursuant to this License and such monies shall be arrears and unpaid for a period of 7 days after they shall become due, or if the Tour Operator shall be in default in the observance or

performance of any covenant on its part herein contained, the Harbour Authority may cancel this License by delivering to the Tour Operator notice, in writing, to that effect and upon such delivery the License shall cease but without prejudice to any rights of the Harbour Authority which had accrued hereunder before such cancellation.

14. The following shall constitute events of default for which this License Agreement may, at the option of the Harbour Authority, be cancelled whether the term has expired, or any monies have been prepaid or not by delivering to the Tour Operator notice to that effect and upon such delivery to the Tour Operator, this License Agreement shall cease but without prejudice to any rights of the Harbour Authority which had accrued before such cancellation:
 - (a) the Tour Operator shall be adjudged to be bankrupt or adjudged to be insolvent; or
 - (b) a Receiver or Trustee of the Tour Operator's property and affairs shall be appointed; or
 - (c) the Tour Operator shall make an assignment for the benefit of creditors or shall file a petition in bankruptcy or insolvency or for the appointment of a Receiver; or
 - (d) a breach of any of the terms, conditions, or covenants of this License Agreement by the Tour Operator.
15. Any notice required or permitted to be given hereunder may be given by mailing the notice registered mail with postage paid at the address for that party listed below:

To the Harbour Authority: CHARLOTTETOWN HARBOUR AUTHORITY INC.
1A Weymouth Street
P.O. Box 1117
Charlottetown, P.E.I.
C1A 7M8
ATTENTION: Manager of Marketing and Communications

16. Service of any notice by registered mail shall be deemed complete on the date of actual delivery as shown on the addressee's registry receipt. By notice in writing, any party may designate a different service address.
17. This Agreement shall ensure to the benefit of and be binding upon the parties hereto, their successors and assigns.
18. This Agreement may be renewed at the sole discretion of the Harbour Authority provided that the Tour Operator has completed the emerit Tour Guide Training Certification through the Tourism Industry Association of Prince Edward Island (TIAPEI), certification must be valid. For the 2024 cruise season we also require all independent tour operators to complete the Tour Guide Training Program via TIAPEI.