

Independent Tour Operators Rules & Procedures Agreement

This Rules & Procedures Agreement (the "Agreement") is entered into by and between the Harbour Authority (the "Authority") and the Tour Operator (the "Operator"). The purpose of this Agreement is to establish the terms, conditions, and procedures for using the Port of Charlottetown for tour bookings and the conduct of tour operators.

License Area Use:

The Tour Operator is authorized to use an area designated by the Harbour Authority for the pick-up and drop-off of cruise ship passengers (the "License Area").

1. License Fee

1.1 This Agreement commences on April 19th, 2025, and terminates on November 3rd, 2025.

1.2. The Tour Operator shall pay the Harbour Authority an annual license fee of \$325.00, plus HST, per vehicle.

1.3. This license fee is payable in full upon execution of this Agreement.

2. Tour Operator Conduct & Compliance

2.1. Solicitation & Unauthorized Operations

- A licensed tour operator shall not solicit passengers for unlicensed vehicles or direct them to off-port property tours.
- A licensed tour operator with multiple vehicles must have a separate license for each vehicle used at the port.

2.2. Vehicle Safety & Maintenance

- Tour vehicles must meet minimum safety and cleanliness standards.
- All vehicles must have a valid inspection.
- Vehicles found operating in unsafe conditions (e.g., worn tires, mechanical issues) will be suspended from port operations until repairs are certified.

2.3. Professional Conduct & Customer Service

- Tour operators must conduct themselves professionally and avoid disruptive or aggressive behavior.
- Engaging passengers while using a mobile phone for non-emergency personal use is prohibited.
- Operators must maintain a minimum dress code, ensuring a professional appearance (e.g., no track pants, proper grooming).
- Operators must engage and focus on cruise passengers while in designated tour areas.
- No smoking on Port premises, and vehicles must be clean and odor-free.

2.4. Fair Business Practices

- A standard minimum rate of \$95 CDN/\$80 USD per hour will be charged to cruise ship passengers for tour rates by the Tour Operator. This rate does not apply to Pre-Booked Tours.
- All operators must accept both cash and credit card payments.
- Refusing short tours (e.g., 2-hour tours) or misleading customers about tour options is prohibited.
- Tour operators must communicate courteously and fairly when handling larger groups or passing customers to another operator.
- Unauthorized solicitation outside designated areas is not permitted.

2.5. Podium Rotation & Presence

- Only two tour operators are permitted on the podium at a time, as per the rotational draw.
 - All other operators must remain in their vehicles while waiting for their turn.
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3. Parking Regulations

3.1. Epekwitk Assembly CHAI Parking Lot

- When parking behind the Epekwitk Assembly CHAI parking lot, tour operators must remain in their vehicles until their turn. Operators must not congregate on the main thoroughfare. Refer to Schedule A for the lot diagram.

3.2. Parking Lot B

- Once in Parking Lot B, operators must stay in their vehicles until it's their turn to enter the C-Can.

3.3. Pre-booked Tours

- Operators with pre-booked tours should proceed to their designated areas as instructed. Refer to Schedule A for the lot diagram.
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4. Reporting & Audits

4.1 The Tour Operator must maintain accurate records of all tour bookings and provide these records to the Harbour Authority upon request.

4.2 The Harbour Authority reserves the right to conduct periodic audits to ensure compliance with reporting and operational standards.

5. Enforcement & Penalties

5.1 Non-compliance with this Agreement may result in:

- Verbal and written warnings.
- Temporary or permanent suspension of port privileges.
- Fines or additional penalties as determined by the Harbour Authority.

5.2 The Harbour Authority reserves the right to revoke operating privileges if the Operator fails to meet the required standards.

5.3 Security & Compliance: The Tour Operator and their agents must comply with security checks and any other directives required by the Harbour Authority for the secure operation of the property

6. General Provisions

6.1 This Agreement is valid for the 2025 cruise season, from the execution date, and shall be renewed annually upon payment of the license fee.

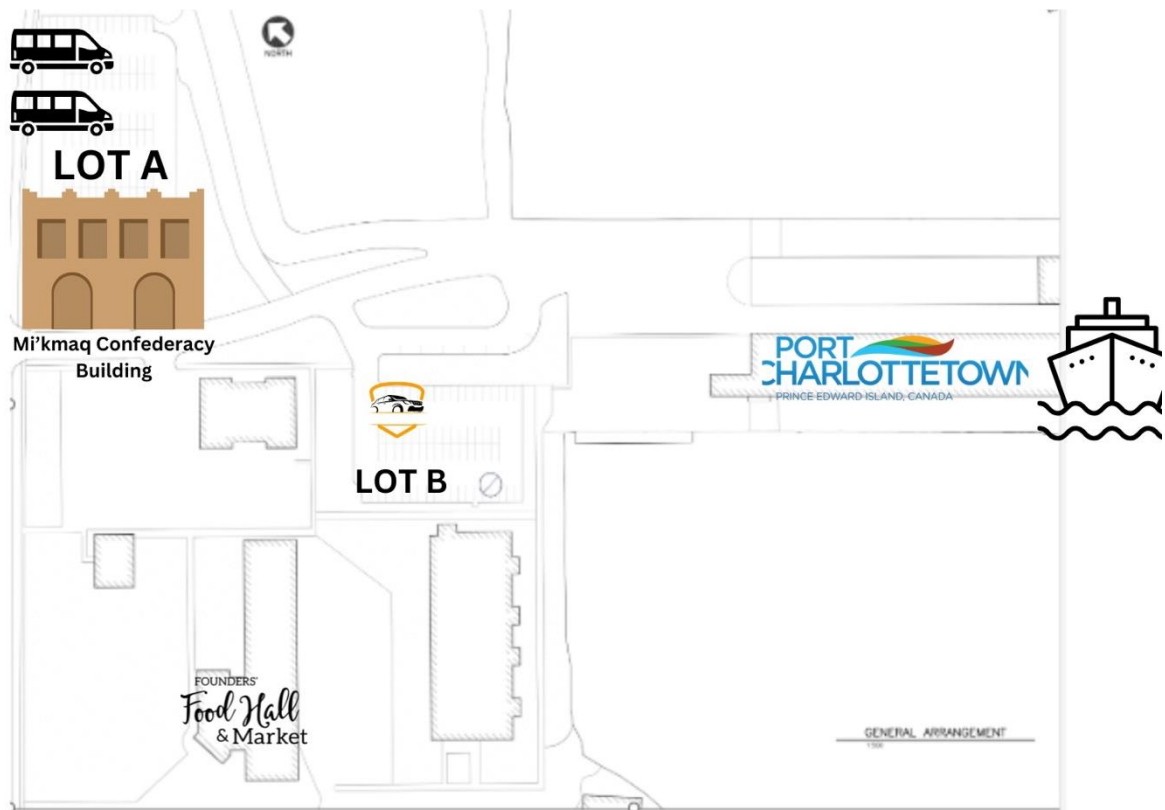
6.2 Any amendments to this Agreement must be made in writing and agreed upon by both parties.

6.3 Operator Responsibilities: The Tour Operator must ensure that vehicles display the Port Charlottetown-provided sticker and comply with all necessary documentation requests.

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.

6.4 Indemnity: The Tour Operator agrees to indemnify and hold harmless the Harbour Authority from any claims, damages, or losses arising from the Tour Operator's activities.

Schedule A



 = Tour Operators waiting area

 = Pre-booked tour pick up zone