



**VISITOR SERVICES AGREEMENT**  
**January 1, 2023 – December 31, 2023**

This AGREEMENT is dated for reference the 1<sup>st</sup> day of January 2023.

**BETWEEN:**

**Sponsor Organization Information: (MANDATORY)**

Legal Name of Sponsor: <b>City of Merritt</b>
Sponsor Organization Contact: <b>Marilyn Christensen</b>
Title: <b>Economic Development Manager</b>
Address: <b>2185 Voght Street, Box 189</b>
City: <b>Merritt</b>
Postal Code: <b>V1K 1B8</b>
Email Address: <b>marilyn.christensen@merritt.ca</b>
Telephone: <b>250-378-8623</b>
Website Address: <b>www.merritt.ca</b>

*By providing your Sponsor Organization contact information here, you consent to receive relevant information from Destination BC via email.*

**(the “Sponsor Organization”)**

**Visitor Services Information: (MANDATORY)**

Visitor Centre Name: <b>Merritt Visitor Centre</b>	
Contact Name: <b>Sandy Curnow</b>	
Title: <b>Visitor Centre Manager</b>	
Physical Address: <b>2250 Voght Street</b>	
Mailing Address: <b>2250 Voght Street</b>	
City: <b>Merritt</b>	
Postal Code: <b>V1K 1R6</b>	
Telephone: <b>250-378-0349</b>	
Visitor Services Public Email Address: <b>info@tourismmerritt.com</b>	
Visitor Services Manager Email Address: <b>balliehouse@gmail.com</b>	
Visitor Services Website: <b>www.tourismmerritt.ca</b>	
Satellite Visitor Centre Address, if applicable:	<b>n/a</b>

*By providing your Visitor Services contact information here, you consent to receive relevant information from Destination BC via email.*

**AND:**

DESTINATION BC CORP. doing business as DESTINATION BRITISH COLUMBIA with the following specified address:

12<sup>th</sup> Floor, 510 Burrard Street  
Vancouver, British Columbia, V6C 3A8

**(“Destination BC”)**

This Agreement will serve to confirm that Destination BC has agreed to provide financial assistance (the “Financial Contribution”) to:

**City of Merritt**

under the Visitor Services Network Program for the purpose of providing visitor services in their community, subject to the following terms and conditions:

**INTENT**

The Financial Contribution is to be used solely for the purpose of defraying the eligible costs incurred by the Sponsor Organization in carrying out visitor services as described in this Visitor Services Agreement, and as per the Visitor Services Network Program Requirements (*Appendix 1 or Appendix 1(a)-Digital Only*, if applicable).

**ELIGIBLE COSTS**

Only those costs and expenses directly associated with the delivery of community visitor services (including visitor centre) incurred by the Sponsor Organization are eligible. These can include, but are not limited to, salaries and benefits, training and related professional development programs, building infrastructure or improvements and other innovative outreach visitor services activities.

**FINANCIAL CONTRIBUTION AMOUNT**

Destination BC will provide **\$25,000** to the Sponsor Organization in 2023.

**DISBURSEMENT**

The Financial Contribution will be disbursed by Destination BC to the Sponsor Organization within approximately 30 days following execution and delivery of this Agreement and a complete membership application package to Destination BC. The deadline for receipt of the signed *Visitor Services Agreement and completed membership application package* is February 3, 2023.

**LIAISON**

Contact Monique Willis, Visitor Services Network Manager, or designate, at [Monique.Willis@DestinationBC.ca](mailto:Monique.Willis@DestinationBC.ca) or 604-953-6744.

**TERM**

The Agreement will start January 1, 2023 and will end December 31, 2023.

**INDEPENDENT RELATIONSHIP**

The Sponsor Organization will not be the servant, employee, or agent of Destination BC. The Sponsor Organization will not in any manner whatsoever commit or purport to Destination BC to the payment of any money to any person, firm, or corporation.

## **REPORTS**

The Sponsor Organization will:

- (a) Establish and maintain books of account, invoices, receipts and vouchers for all expenses, related to the Financial Contribution, incurred in form and content satisfactory to Destination BC; and
- (b) Permit the Province, for contract monitoring and audit purposes, at all reasonable times, upon reasonable notice, to enter any premises used by the Sponsor Organization to deliver the services or keep any documents or records pertaining to the Services, in order for Destination BC to inspect, audit, examine, review and copy any records.

## **NOTICE FOR CHANGE OF CONTACT INFORMATION**

The Sponsor Organization **MUST** advise Destination BC in writing of any changes to the contact information for their Visitor Services and Sponsor Organization, (i.e. contact names, Visitor Services Manager, telephone numbers, address, and email address) and ensuring the HelloBC.com listing information is current through Destination BC's [Tourism Business Portal](#).

## **INSPECTION**

The Sponsor Organization will permit Destination BC's representatives at all reasonable times to inspect, examine, and review Visitor Services activities.

## **INDEMNIFICATION**

The Sponsor Organization must indemnify and save harmless Destination BC and Destination BC's employees and agents from any losses, claims, damages, actions, causes of action, costs and expenses that Destination BC or any of Destination BC's employees or agents may sustain, incur, suffer or be put to at any time, either before or after this Agreement ends, including any claim of infringement of third-party intellectual property rights, 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 by the Sponsor Organization or by any of the Sponsor Organization's agents, employees, officers, directors or subcontractors in connection with this Agreement, excepting always liability arising out of the independent acts or omissions of Destination BC and Destination BC's employees and agents.

## **INSURANCE**

The Sponsor Organization must, without limiting the Sponsor Organization's obligations or liabilities and at the Sponsor Organization's own expense, purchase and maintain throughout the Term insurance with insurers licensed in Canada in forms and amounts acceptable to Destination BC:

- (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
  1. Include Destination BC as an additional insured,
  2. Be endorsed to provide Destination BC with 30 days advance written notice of cancellation or material change, and
  3. Include a cross liability clause.

## **ASSIGNMENT**

The Sponsor Organization will not assign any of the Sponsor Organization's rights (including by way of sub-contract) under this Agreement without Destination BC's prior written consent.

**TERMINATION BY DESTINATION BC**

Destination BC may terminate this Agreement:

- (a) For the Sponsor Organization’s failure to meet the Visitor Services Network Program requirements and the terms of this Agreement, immediately on giving written notice of termination to the Sponsor Organization, and
- (b) For any other reason, on giving at least 30 days’ written notice of termination to the Sponsor Organization.

If Destination BC terminates this Agreement, the Sponsor Organization must repay to Destination BC any paid portion of the Financial Contribution which corresponds with the portion of the services that the Sponsor Organization will not complete. That payment discharges Destination BC from all liability to the Sponsor Organization under this Agreement.

**CANCELLATION BY SPONSOR ORGANIZATION**

The Sponsor Organization will immediately notify Destination BC in writing, should it not be able to meet its obligations and responsibilities as laid out in the *Visitor Services Agreement*, or as per *Visitor Services Network Program Requirements*

The Sponsor Organization will, **within 30 days of cancellation** be required to:

- Return to Visitor Services materials provided by Destination BC including, without limitation, all Visitor Centre logos, decals, signs, flags, banners, and written materials;
- Remove all Visitor Centre signs, logos and web graphics;
- Arrange for the removal of all Visitor Centre municipal signs;
- Cease promoting itself as a Visitor Services Network Program member; and
- Repay to Destination BC any paid portion of the Financial Contribution which corresponds with the portion of the services that the Sponsor Organization has notified Destination BC, in writing, will not be completed.

**ACCEPTANCE**

Please confirm your agreement, free of any conditions, by dating and executing this agreement by **February 3, 2023**.

<p>(Name of Sponsor) represented by:</p> <p>DocuSigned by:    <small>1737FB36BAD647A...</small></p> <p>Authorized Signatory</p> <hr/> <p>Marilyn Ann Christensen</p> <p>Printed Name</p> <hr/> <p>Economic Development Manager</p> <p>Title</p> <hr/> <p>January 12, 2023</p> <p>Date</p>	<p>For Destination BC Corp. (dba Destination British Columbia):</p> <p>DocuSigned by:    <small>0C80FB1E89DF48E...</small></p> <p>Authorized Signatory</p> <hr/> <p>Monique Willis</p> <p>Printed Name</p> <hr/> <p>Visitor Services Network Program Manager</p> <p>Title</p> <hr/> <p>January 17, 2023</p> <p>Date</p>
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**ADDITIONAL RENEWAL PACKAGE DOCUMENTS**

As part of the membership application package, the Sponsor Organization must provide a completed Appendix II-Visitor Services 2022 End of Year Visitor Services Report and 2023 Visitor Services Plan. A template has been emailed to the primary Sponsor Organization and Visitor Centre contacts under separate cover. Alternatively, the template can be found in the Network Engagement Portal. Please attach the completed Appendix II here:



In addition, if the Sponsor Organization is not a Municipal, Provincial, Federal or Indigenous government authority, it is required to provide a letter of confirmation from the applicable level of government confirming the sponsor organization as the lead provider of community visitor services. If applicable, attach the letter of confirmation here:



## **Appendix I**

### **Visitor Services Network Program Requirements**

#### **January 1, 2023 – December 31, 2023**

The mandate of the Visitor Services Network Program is to ensure that exemplary visitor services are delivered, using a multi-channel approach, based on our visitors' information needs when and where they are needed.

The Visitor Services Sponsor Organization must adhere to the following requirements in 2023. Destination BC will monitor compliance with all Network Program requirements throughout the year and may request a formal conversation in the event of non-compliance to determine continued participation in the program.

#### **1) OPERATIONS:**

- a) Be the lead organization recognized by the applicable level of government (e.g. Municipality, First Nation, Village, District) as the provider of community visitor services.
- b) Provide a letter of confirmation from the applicable level of government confirming the sponsor organization as the lead provider of community visitor services.
- c) Be duly incorporated under the BC Societies Act or other acceptable Provincial or Federal legislation or Indigenous governance. Exceptions must be approved by Destination BC.
- d) Ensure completion of the Visitor Services Year End Report & Visitor Services Plan. This report outlines activities and key learnings from the previous year, as well as current objectives, strategies and proposed tactics for the provision of community visitor services in the year ahead. Visitor Services Year End Report & Visitor Services Plan must be submitted with the completed Visitor Services Agreement. Appendix II provides a template. If not using the template, ensure all categories are addressed in the submission.
- e) Ensure delivery of visitor services for a minimum of 660 hours of \*in-person\* visitor services per calendar year. Establish hours of operation and method of delivery which best serve visitors to your community. Refer to your historical statistics to understand your visitor services traffic flow. Be flexible and consider establishing effective and innovative ways to reach your visitor, e.g. roaming counsellors, mobile, digital and social media outreach.
- f) Notify Destination BC should the methods through which visitor services are delivered (ie: at the bricks and mortar visitor centre; mobile; digital) change significantly from what is indicated in your 2023 Visitor Services Plan (ex: You close your Visitor Centre and move to a mobile-only or digital-only model mid-way through the year). Significant changes in the delivery model must be done in consultation with Destination BC to ensure continued Network Program eligibility and determine potential impact on funding.
- g) The Sponsor Organization must implement a professional dress code, including name tags if branded clothing is not used. Visitor Services staff should look professional at all times when interacting with visitors.
- h) Destination BC may, at any reasonable time, request a site visit, as and when required.

\*In-person\* refers to visitor services provided at bricks & mortar location and/or mobile roaming. Digital/social visitor services does not count towards the 660 hour minimum requirement.

**2) TRAINING:**

The following Tourism Visitor Information Counsellor (TVIC) training requirements apply:

- The completion of the online Visitor Services Basics (VSB) course, one or both SuperHost training courses, (Foundations of Service Quality (FSQ) and/or Service for All (SFA)), and an acknowledgment of understanding by each trainee of Visitor Centre emergency procedures.

Customizable Learning Materials have been developed to support your training on important topics such as Accessible Itineraries, Leave No Trace, Indigenous Knowledge, Maps/Directions, and more.

The following matrix identifies the training requirement:

<b>Who</b>	<b>Required</b>	<b>Optional</b>	<b>Additional Notes</b>
Visitor Centre Manager/"Training Manager"	Visitor Services Basics, FSQ and SFA	Customizable Learning materials	
Staff and volunteers** who already completed the previous version of TVIC	Familiarization with Visitor Centre's emergency procedures	Visitor Services Basics, FSQ, SFA, Customizable Learning materials	They have the option to be TVIC certified under the new program, but all requirements must be met (VSB, SFA and/or FSQ, emergency checklist)
New Staff	Visitor Services Basics FSQ and/or SFA, emergency checklist, Content covered in Customizable Learning Materials*		
New Volunteers that work a minimum of 4 hours week/16 hours month for three consecutive months**	Visitor Services Basics, emergency checklist	FSQ, SFA, Customizable Learning materials	Visitor Services Basics is required but doesn't equate to being TVIC certified. A volunteer has the option to be TVIC certified under the new program, but all requirements must be met (Visitor Services Basics, FSQ and/or SFA, emergency checklist)

Additional Notes on TVIC Training:

- Training Managers may consider using existing training materials that cover the same content in the Customizable Learning materials.
- Counsellors who already have their TVIC course certificate are not obligated to complete the new TVIC training program but the Training Manager must ensure the counsellor is familiar with the emergency procedures within the Visitor Centre.
- In-class Foundations of Service Quality (FSQ) will be paid for by Destination BC at a rate of \$35 per trainee.
- Training must be completed within 30 days of starting the job.
- If individuals have already completed SuperHost after October 2017, this record will show on their training profile and will contribute to the completion of the TVIC requirements.
- Enrollment keys to access the training modules will be supplied to each Visitor Centre Manager upon request, are to be handled with strict confidentiality, and are not to be shared with anyone besides the primary sponsor organization contact. Should enrollment keys be shared with anyone beyond these two individuals or is lost, Destination BC must be advised immediately.

- g) If a Counsellor begins, but does not complete the TVIC training within 20 days (ie left their position before completing the training), advise the DBC Visitor Services Team at [CommunityVisitorCentres@destinationbc.ca](mailto:CommunityVisitorCentres@destinationbc.ca).

\*Content covered in Customizable Materials is required learning, however, you're able to use whichever training method works best for your counsellors.

\*Volunteers:

Volunteers who work less than this minimum but would like to access training must contact [CommunityVisitorCentres@destinationbc.ca](mailto:CommunityVisitorCentres@destinationbc.ca).

### **3) INFORMATION:**

- a) Rack official publications as follows and as available:
- i) Regional publications;
  - ii) Community information.
- b) Provide visitor information statistics using Destination BC's on-line stats program. Each month's statistics must be entered and reviewed no later than the 8th of the following month.
- c) Ensure your TripAdvisor listing is claimed and kept up to date at all times, so the information is accurately published on HelloBC.com through the Tourism Business Portal.
- d) Ensure the Accessibility Attributes check list for the Visitor Centre has been completed within the Tourism Business Portal.
- e) All contact information must be up to date with Destination BC's Visitor Services unit in order to communicate program updates and changes throughout the year.

### **4) TRADE-MARK USE/SIGNAGE:**

Adopt the Visitor Services branding as follows:

- a) The minimum sign requirement for a bricks and mortar location must consist with what is outlined in the Graphic Standards Manual.
- b) Ensure that minimum advance kilometre and metre highway signs are in place for the major highway approach to the designated bricks and mortar location. Size and placement of signs, distances and directional tabs are determined in consultation with the office of the Provincial Sign Program, Ministry of Transportation and Infrastructure to ensure that they are in accordance with provincial regulations and safety standards.
- c) Sign and adhere to the Trade-mark License Agreement that outlines the guidelines for use of the Visitor Centre graphics.
- d) Display the Destination BC provided trade-mark poster in a prominent location where your visitor services are provided.
- e) Adhere to graphic standard guidelines as set out by Destination BC for all Visitor Centre logo usage. Design proofs for all uses of the Visitor Centre graphics (advertising, stationery, publications, signs, uniforms, etc) must be forwarded via email to Destination BC Visitor Services staff for approval prior to print or production.





## TRADE-MARK LICENSE AGREEMENT

THIS AGREEMENT made the 1<sup>st</sup> day of January 2023 (the “**Effective Date**”).

BETWEEN:

DESTINATION BC CORP. **doing business as** DESTINATION BRITISH COLUMBIA  
 (“Destination BC”)

AND:

City of Merritt

\_\_\_\_\_ ,  
a company registered under the laws of the Province of British Columbia and having  
an office at

2185 Voght Street, Merritt BC, V1K 1B8  
(the “**Licensee**”)

WHEREAS:

- A. Destination BC manages the “Visitor Services Network Program” to ensure visitor servicing is consistent in British Columbia. The mandate of the Visitor Services Network Program is to promote tourism products and services and generate increased tourism revenue in a community while providing a professional level of service to users of the network of Visitor Centres in British Columbia.
- B. The Licensee has been granted membership in the Visitor Services Network Program and has, by way of a separate agreement, agreed to abide by the Visitor Services Network Program Requirements, a copy of which is available to the Licensee on Destination BC’s Network Engagement Portal.
- C. The Licensee wishes to obtain from Destination BC, and Destination BC wishes to grant to the Licensee, a license to use certain trade-marks owned by Destination BC and used in association with the Visitor Services Network Program, on the terms and conditions contained in this Agreement and in the Visitor Services Network Program Requirements.

NOW THEREFORE, in consideration of the mutual promises set out below, the parties agree as follows:

1. The term of this Agreement will commence on the Effective Date and will end on the 1<sup>st</sup> anniversary of that date unless sooner terminated in accordance with this Agreement or renewed by the parties in writing (the “**Term**”).

2. Destination BC is the owner of all right, title and interest in and to the registered and unregistered Canadian trade-marks set out in Schedule "A" to this Agreement, or any similar, additional or replacement mark(s) as may be determined by Destination BC and communicated to the Licensee from time to time, used in conjunction with the Visitor Services Network Program (the "**Licensed Marks**").
3. Destination BC hereby grants to the Licensee for the Term, subject to the terms and conditions contained in this Agreement, a non-exclusive right and license to use the Licensed Marks in Canada.
4. The Licensee may only use the Licensed Marks in association with the promotion of British Columbia tourism and the operation of Visitor Services providing tourism information, products and services in British Columbia and such other wares or services as may be specifically designated in writing from time to time by Destination BC (the "**Licensed Services**").
5. The Licensee shall not have the right to sublicense the use of the Licensed Marks to any other party.
6. All prior agreements, if any, between the Province of British Columbia ("the Province") or the former Tourism British Columbia and the Licensee, whether written or oral, in any way relating to the use by the Licensee of all or any of the Licensed Marks or other similar or related trade-marks of the Province or Tourism British Columbia, are hereby revoked, and the provisions of this Agreement alone shall be determinative of the conditions pursuant to which the Licensee shall be licensed to use all or any of the Licensed Marks.
7. The Licensee acknowledges and agrees that all use, if any, by it of the Licensed Marks prior to the Effective Date has been under license from Destination BC and that its use of the Licensed Marks during the Term shall be in accordance with this Agreement, the Visitor Services Network Program Requirements and the Graphic Standards Manual relating to the Licensed Marks (as may be provided to the Licensee and amended by Destination BC from time to time and which is hereby incorporated into this Agreement by reference).
8. This Agreement, together with the Visitor Services Network Program Requirements and the Graphic Standards Manual, constitute the entire agreement between the parties with respect to the subject matter contained therein and no prior understandings, representations or agreements, oral or otherwise, shall be binding upon the parties.
9. The Licensee agrees that its use of the Licensed Marks shall at all times be under the control of Destination BC and the Licensee agrees to cooperate with Destination BC in facilitating the exercise of such control by Destination BC. Without limiting the generality of the foregoing, the Licensee agrees to adhere to the standards governing the character or quality of any wares and services, including the Licensed Services, as dictated from time to time by Destination BC.
10. As and where directed by Destination BC, the Licensee will give public notice of the fact that its use of the Licensed Marks is a licensed use, and identifying Destination BC as the owner of the Licensed Marks in the following manner: "Trade-mark(s) owned by Destination BC Corp. (Destination British Columbia) and used under license."

The Licensee acknowledges the validity of the Licensed Marks and Destination BC's ownership of the Licensed Marks and all goodwill relating thereto.

The Licensee acknowledges and agrees that all use of the Licensed Marks by the Licensee shall be deemed to be use by Destination BC and all the benefit and goodwill associated with such use will at all times ensure entirely to Destination BC. The Licensee hereby absolutely and irrevocably assigns to Destination BC all right, title and interest throughout the world that it may now have or may later acquire in the Licensed Marks, including all related goodwill, other than the Licensee's rights to use the Licensed Marks provided under this Agreement.

11. As may be reasonably requested by Destination BC from time to time, the Licensee will cooperate with Destination BC for the purpose of:
  - (a) registering or recording the Licensed Marks in Destination BC's name;
  - (b) registering or recording the license or notice of the license granted under this Agreement;
  - (c) protecting, preserving and enhancing the Licensed Marks and Destination BC's interest therein; and
  - (d) reviewing the manner in which the Licensed Services are rendered by the Licensee and specimens of the Licensee's usage of the Licensed Marks.
12. The Licensee shall not use any of the Licensed Marks (or any part thereof) as part of the Licensee's trade name, firm name or corporate name without the prior approval in writing of Destination BC and all such approved use, if any, shall be governed by the terms of this Agreement.
13. The Licensee will not do anything or omit to do anything that might impair, jeopardize, violate, or infringe the Licensed Marks or Destination BC's interest in the Licensed Marks or any other marks owned by Destination BC, including but not limited to:
  - (a) opposing, contesting or in any other manner challenging the ownership, validity or goodwill of the Licensed Marks or Destination BC's interest in the Licensed Marks; and
  - (b) claiming, using, displaying, reproducing or applying to register any trade-mark, trade name, domain name, copyright or design that incorporates, is identical to or confusing with any of the Licensed Marks, or that is derived from or based on any of the Licensed Marks; and
  - (c) the Licensee will not assist, permit or encourage any other person or entity to do any of the foregoing.
14. Any rights not specifically granted to the Licensee under this Agreement are expressly reserved.
15. This Agreement or the rights granted herein may not, whether directly or indirectly, be assigned or sublicensed by the Licensee and may only be modified as expressly provided herein or otherwise by written agreement signed by both parties.

16. Notwithstanding any other provision contained in this Agreement, this Agreement:
  - (a) may be terminated by Destination BC, by giving the Licensee written notice of termination which will be effective upon delivery to the Licensee, if:
    - (i) the Licensee defaults in observing or performing any of its material obligations hereunder and fails to correct the default within 10 calendar days after receiving a written demand from Destination BC to do so;
    - (ii) the Licensee ceases to use the Licensed Marks for a continuous period of at least 6 months;
    - (iii) any representation or warranty made by the Licensee in accepting this Agreement is untrue or incorrect;
    - (iv) the Licensee fails to comply with any policies, specifications, regulations or standards authorized or stipulated by Destination BC from time to time, including those set out in the Graphic Standards Manual referred to in Section 7 of this Agreement; or
    - (v) a material change to the Visitor Services Network Program makes it necessary or advisable for Destination BC to terminate this Agreement;
  - (b) will terminate immediately upon the Licensee:
    - (i) ceasing, for any reason, to be a member of the Visitor Services Network Program; or
    - (ii) becoming insolvent, having a receiver or a receiver/manager appointed for any part of its property, being adjudicated bankrupt or entering into any composition or arrangement with its creditors; and
  - (c) will terminate immediately at the end of the Term.
17. Immediately upon the termination of this Agreement for any reason whatsoever, the Licensee will cease all use of the Licensed Marks and, in Destination BC's discretion, deliver up to Destination BC, destroy or permanently delete all materials and files bearing any of the Licensed Marks that are in its possession or under its control.
18. The Licensee is an independent contractor, and not an employee or agent of Destination BC, and it shall not hold itself out in using the Licensed Marks as having any different relationship with Destination BC.
19. The Licensee acknowledges that the Licensed Marks are provided by Destination BC "as is", and Destination BC makes no warranties or representations of any kind, whether express or implied, with respect to the Licensed Marks, and expressly disclaims, without limitation, any warranty of non-infringement with respect to the Licensed Marks.
20. Nothing in this Agreement will serve to obligate Destination BC to commence or maintain any legal proceedings against a third party for infringement of any proprietary rights of Destination BC or rights of the Licensee under this Agreement.

21. In no event will Destination BC be liable to the Licensee or to any third party for any damages or losses of any kind in connection with this Agreement, the Licensee's use of the Licensed Marks or with respect to any wares or services offered or provided by Licensee in association with the Licensed Marks, including without limitation, any direct, special, indirect, consequential, punitive or exemplary damages, or damages for lost profits or lost savings.
22. The Licensee agrees to indemnify and hold harmless Destination BC and all of its servants, employees and agents from and against all losses, claims, damages, actions, causes of action, costs and expenses made against or incurred, suffered or sustained by Destination BC at any time or times (whether before or after the expiration or sooner termination of this Agreement), where the same or any of them are based upon or arise out of or from anything done or omitted to be done by the Licensee in connection with this Agreement or its use of the Licensed Marks, excepting always liability arising out of the negligent acts or omissions of Destination BC. Further, Licensee shall fully indemnify Destination BC for any liability for any and all claims by third parties arising from the manufacture, distribution, promotion, sale or provision of any wares or services by Licensee in association with the Licensed Marks.
23. The Licensee will, at its own expense, maintain with licensed insurers, such insurance covering the liabilities and obligations of the Licensee under this Agreement as would be maintained by a reasonable and prudent operator of any business similar to that of the Licensee. If requested by Destination BC at any time, the Licensee shall provide evidence of such insurance.
24. This Agreement will be governed by and construed and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and all disputes relating to or in any way arising under this Agreement will be finally settled in, and the parties hereby attorn to the exclusive jurisdiction of, the Supreme Court of British Columbia sitting in the City of Vancouver, British Columbia.
25. This Agreement shall endure to the benefit of and be binding upon the parties and their respective legal representatives, successors and permitted assigns.
26. The parties will execute and deliver to each other any additional instruments and take any additional steps that may be required to give full effect to the intent expressed in this Agreement.
27. This Agreement may be executed in one or more counterparts, each of which may be delivered by facsimile transmission or email (with the executed counterpart attached in PDF format) to such facsimile numbers or addresses as the parties may advise from time to time. Each counterpart when so executed and delivered will be deemed an original, and all such counterparts will together constitute one and the same document.

IN WITNESS WHEREOF, the parties have executed this Agreement to be made effective as of the Effective Date.

**Signed on behalf of Destination BC Corp.  
doing business as Destination British Columbia  
by its authorized signatory:**

DocuSigned by:  
*Monique Willis*  
0C80EB1E89DE48E

**Authorized Signatory**

Monique Willis

**Print Name**

January 17, 2023

**Date**

**Signed on behalf of the Licensee by its  
authorized signatory:**

DocuSigned by:  
*Marilyn Ann Christensen*  
1737FB35BAD547A...

**Authorized Signatory**

Marilyn Christensen

**Print Name**

January 12, 2023

**Date**

Schedule "A"  
Licensed Marks

The Licensed Marks are:

- a) I VISITOR CENTRE & Design Registration No. TMA858,525 as follows:



- b) I VISITOR CENTRE Design (Horizontal) Registration No. TMA750,052 as follows:



- c) I Design Registration No. TMA750,057, as follows:



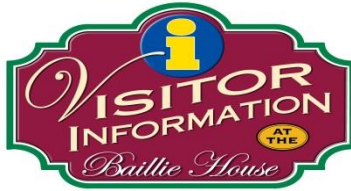
# 2022 YEAR END REPORT FOR THE VISITOR INFORMATION CENTRE AT THE BAILLIE HOUSE

Prepared by:

Nicola Valley Heritage Society







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## Executive Summary

This report covers October to December of 2022 and is also a year-end report for the Merritt Visitor Information Centre at the Baillie House for 2022.

The last quarter of 2022 had a 31.7% increase in the number of visitors stopping at our site compared to 2021. Even though the weather was colder than normal, at least the highways were all open. In 2021, it was difficult to reach Merritt due to all of the flood damage.

In 2022, there were 8.5% (or 1,863) more visitors to our site compared to the number of visitors that stopped at our site in 2021. This continues the trend as we slowly increase the number of visitors to the Baillie property after COVID restrictions were eased. There was a slight decrease in the number of visitor parties which implies that the groups of people stopping at our site were generally larger (more family groups).

This summer was the second time that the Heritage Society had many staffing issues and had a difficult time to find suitable employees. This puts a strain on our staff and volunteers. We will be increasing the wage offered to summer staff to attempt to get more applicants.

Overall, 2022 was a challenging, interesting and difficult year.

**The total number of volunteer hours contributed to the Baillie property in 2022 was 2,716 hours.**

## Dates and Hours of Operation

The Visitor Information Centre (VIC) was open for 6 hours each day during the months of October, November and December. We were open Tuesday through Saturday from 10 am to 4 pm. For this 3-month period the VIC was open for a total of 378 hours.

During 2022 our winter hours (January to April, October to December) were 6 hours/day and 5 days/week (Tuesday to Saturday). From June 1<sup>st</sup> to September 30<sup>th</sup>, we were open from 9 am to 5 pm every day (including all statutory holidays). As a result, the Visitor Information Centre was open for a total of 2112 hours during 2022. This was an increase of 6.7% in hours that the VIC was open when compared to 2021.

## Staffing

From January 1<sup>st</sup> to April 30<sup>th</sup>, one person was working each day (with volunteers helping as necessary). June 1<sup>st</sup> to August 30<sup>th</sup>, there were at least 2 employees working every day (usually the manager plus one or two summer students or a part-time person). Heritage Society volunteers were on-site every Tuesday and Friday through the summer. From September to the end of the year, there was again one staff member on-site every day.

For the summer of 2022, it was again difficult to get any student applicants at all. The Heritage Society ended up trying to utilize high school students instead of university students. We will be increasing the wage offered to try and get more applicants.

The Visitor Information Centre at the Baillie House created 2848 person-hours of employment during 2021.

## Staff Training and Development

The summer employees were required to complete the Tourism/Visitor Information Counsellor Training Program. They also received on-the-job training from the site manager when they began work.

## Visitor Statistics for October, November & December 2022

Visitor Stats October to December 2022						
	October 2022	November 2022	December 2022	Fourth Quarter 2022	Fourth Quarter 2021	% Difference 2022 vs 2021
Visitor Parties	1139	751	532	2422	1948	+24.3%
Visitors	1670	1114	693	3477	2641	+31.7%
Tour Buses	0	0	0	0	0	

There were 836 more visitors to the Merritt Visitor Centre in the fourth quarter 2022 when compared to 2021. This continues the trend from previous quarters. Since COVID restrictions were loosened in May of 2022 there has been a steady increase in the number of visitors although they have not yet returned to pre-pandemic levels. Flood-damaged highways have been repaired and this enabled more visitors stop in Merritt.

## Visitor Statistics for 2022

	2022 JAN-DEC	2021 JAN-DEC	2020 JAN-DEC	% Difference 2022/2021
Visitor Parties	14,532	14,976	11,364	-3.0%
Visitors	23,685	21,822	17,826	+8.5%
Tour Buses	0	0	0	

In 2022 there were 1,863 more visitors to the Baillie property than there were in 2021. The number of visitors to our site has been slowly increasing since our lowest year in 2020. The number of visitors increased by 22.4% in 2021 and 8.5% in 2022. Pre-pandemic (2019) saw 30,780 visitors stop at our site. We hope to return to these levels now that it is safer to travel again.

The staff at the Merritt Visitor Centre answered 1,004 **phone calls** in 2022. This was an increase of 54.5% over the number of calls in 2021. Potential visitors call to find information about road conditions, looking for a friend or relative, weather, upcoming events and places to stay. We have many prepared documents detailing accommodation, shopping, hospital information, dining and activities that we can email to them about our area. This includes information for people considering a move to Merritt.

Our staff also answered 485 emails (+43.5% over 2021). The questions that visitors ask in emails are similar to those that call us.

The Merritt Visitor Centre at the Baillie House is still the number one attraction in Merritt on Trip Advisor. More visitors have begun to use "Google Search" to review places that they have visited. These are quotes from that website for 2022:

- Absolutely wonderful people, easily the most welcoming, friendly, and helpful info centre I have been to - which is saying something, as I've only ever had positive experiences with info centres! The ladies here really go above and beyond; they even, very kindly, mailed me something overnight when I forgot it behind after using the centre's bathroom, to ensure I would get it before I moved on to my next destination!
- This place has the most friendliest and welcoming staff. It is a must visit when in Merritt. Great visitors information. Thank you
- The ladies inside were all super friendly and helpful. They were a joy to talk to.

In 2022, visitors to Merritt stopped at our site for many reasons:

Site Facilities	52%
Maps/directions	23%
Attractions	6%
Food/beverage	4%
Adventure recreation	4%
Events	3%
Accommodation	3%
Community Services	2%
Transportation	1%
Shopping	1%
Parks	1%

The majority of the visitors were from B.C. as people continue to travel closer to home and see what their home province has to offer.

British Columbia	59%
Alberta	17%
Rest of Canada	12%
Europe	5%
US	4%
Asia/Australia	3%

The length of stay for visitors was usually one day:

Same day	85%
One night	8%
2 nights	4%
3 nights or more	3%

The number of visitors from other parts of Canada increased as soon as COVID restrictions were eased in May. Travelers from Ontario and Quebec were especially prevalent. We also had a significant increase in the number of visitors from outside of Canada as the year went on. There is a larger number of people utilizing the electric car chargers in the parking lot adjacent to the Baillie property. Many times there was a line-up waiting to use the “fast” charger. This gave the visitors time to see what Merritt has to offer and ask about local places to eat.

Visitors to our site continued to use our washrooms and our picnic area and to shop at our store. We were also able to provide tours of our site this summer. These were once again very popular with our guests. There were 2 weddings and several memorial lunches in the yard at the Baillie House this summer. Most visitors were only in Merritt for part of a day. This trend is stable from year-to-year. Many visitors stop at our site at the beginning of their trip and again on their way home. This is mainly because our staff provides a warm, knowledgeable welcome to downtown Merritt.

### **Building, Grounds and Stakeholder Relations**

**Building:** All necessary building maintenance is carried out by Heritage Society volunteers or by licensed contractors at no cost to the City of Merritt.

This year the Heritage Society had raised enough funds to pay to paint the Baillie House and one other building on our site. The cost to paint the 2 buildings was \$14,052.50. In 2020, the Visitor Centre and the barn were painted at a cost of \$6,573.00.

**Grounds:** The lawn and gardens on the Baillie property was completely looked after by volunteers. This spring new shrubs were planted along the east side of the property at a cost of \$862.01. Maintenance of the sprinkler systems was required at a cost of \$2,078.28.

### **Stakeholder Relations:**

The Heritage Society staff assisted the City of Merritt in giving out the free tickets for local citizens to the Rockin’ River Music Festival. Estimate that we gave out close to 5,000 tickets.

The local senior citizen facilities regularly bring their clients to visit the Baillie property.

Vendors and patrons of the Farmers’ Market use our washrooms and picnic area every Saturday. In turn, the Farmers’ Market vendors send tourists to the VIC so we can tell them about what Merritt and the Nicola Valley have to offer.

We continue to sell local products and crafts such as honey, jams, knit items, mugs and cloth bags.

Our phone number and email address are widely available to potential visitors. Phone calls come from both potential visitors to Merritt and from people considering moving to Merritt. They ask about the weather, services and shopping opportunities that Merritt has to offer, the hospital facilities, events, attractions. We can mail out packages or email information such as lists of accommodations or restaurants.

**Advertising:** There was only one new publication locally. The VIC purchased an ad in the “Nicola Valley Experience Guide”.

**Fundraising:** The volunteers at the Baillie property sell donated items all year round. This pays for all repairs and maintenance to the Baillie property and subsidizes the wages and other costs of the VIC.

### **Looking Ahead to 2023**

The Nicola Valley Heritage Society will continue to provide a warm welcome to Merritt so that visitors to downtown Merritt will return. The Merritt Visitor Centre at the Baillie House will again be advertised in the official Merritt guide and/or Experience Merritt

The Heritage Society will try to significantly increase the wage offered for summer students (and therefore for the rest of our staff) in an attempt to get more applicants.

All local products and souvenirs will continue to be available for sale. Tourists look for local products and unique items to purchase when they visit downtown Merritt. The Heritage Society staff and volunteers make many unique Merritt souvenirs such as seeds, postcards, magnets, note cards, pens, lighters and bumper stickers. We will also continue to sell local products created by Merrittonians such as cloth grocery bags, mugs, dream catchers, slippers and socks.

**Visitor number comparisons for other Visitor Centres for 2022:**

	<u>2021</u>	<u>2022</u>
Princeton	12,183	23,017
Kamloops	3,165	4,861
Penticton	3,870	6,509
Kelowna	19,186	79,051
Hope	14,889	26,617
Peachland	9,412	9,889
Summerland	2,345	3,592
Keremeos	4,363	3,184

**Visitors to Merritt VIC per day in July and August:**

2015	98
2016	111
2017	129
2018	168
2019	180
2020	120
2021	126
2022	128