

Being an Official Supplier of Camping In Ontario (hereinafter referred to as “**CIO**”) is a privilege that is extended on a periodic basis to individual suppliers and is subject to yearly renewal, non-renewal, revocation, termination or suspension by the Board of Directors of CIO elected from time to time by the Campground Members of CIO (hereinafter referred to as the “**Board**”).

1. As a condition of acceptance or renewal of an Official Supplier, an Official Supplier must expressly agree to abide by the CIO Official Supplier Rules and Code of Conduct, as modified from time to time by the Board, including the Waiver (the “**Code of Conduct**”) and expressly acknowledge that Official Supplier status may be revoked, terminated, suspended or not renewed by the Board upon the failure of the Official Supplier to do so.
2. After any change in the Code of Conduct, each Official Supplier must either accept the Code of Conduct or withdraw from CIO. Official Suppliers will be notified of any changes to the Code of Conduct via email and given sufficient time to review and respond.
3. The purpose of the Official Supplier program is to provide Campground Members with exposure to product and service opportunities for their campground businesses. The prospective opportunities are not offered by CIO although such opportunities may be endorsed by CIO. CIO does not accept responsibility for the success or failure of the Official Suppliers’ sale of products and services and participation in the Official Supplier program.
4. Becoming an Official Supplier does not create any rights for an Official Supplier to participate in any particular presentation, trade show, sponsorship or other educational meeting. CIO has no responsibility to accept an application by any Official Supplier for such opportunities.
5. Official Suppliers are responsible for making individual and independent business decisions, both as to suitability of a CIO opportunity and as to interactions with Campground Members. Each Official Supplier agrees that CIO shall have no responsibility for the accuracy, completeness or merits of the information presented or the success or failure of any interaction between an Official Supplier and Campground Member.
6. The Board can suspend, revoke or terminate any Official Supplier who, in the sole judgment of the Board:
 - a. Fails to disclose a material fact or makes a material misrepresentation in an application for Official Supplier, including, without limitation, regarding any relationship which:
 - i. Has or gives the appearance of having a material conflict of interest with CIO.
 - ii. Improperly discloses information presented in confidence to Official Suppliers (such as the Campground Members mailing list), or makes or allows to be made any material use of confidential information presented to Official Suppliers for the benefit of any persons, excluding Campground Members, or any entity other than the discloser, in a manner that is in conflict with any of the interest of other Official Suppliers, CIO, Campground Members or the discloser. A Privacy Policy must be signed every year for which Official Supplier status is applied or renewed.
 - b. Improperly solicits business from Campground Members, or makes a material misrepresentation or omits a material fact in introducing a Campground Member to a product or service.

- c. Behaves in a manner that materially disrupts CIO activities or events or, in connection with any CIO-related activities, displays less than professional behaviour toward other Official Suppliers or CIO employees, staff or Campground Members.
 - d. Engages in conduct that reflects poorly on CIO, or which is deemed by the Board to be against the best interests of CIO.
 - e. Fails to abide by any laws, regulations and best practices applicable to the Official Supplier.
7. Decisions regarding the revocation, termination, suspension or non-renewal of Official Suppliers by the Board are final and not subject to any appeal. The sole recourse any Official Supplier has over any disagreement with a Board decision, motion or action, regardless of its scope or nature, is to withdraw as an Official Supplier in CIO. In the case of withdrawal from or termination, dues for that calendar year will be refunded to such Official Supplier, pro-rated as of the end of the calendar year in which such withdrawal takes place.

WAIVER

In consideration of CIO permitting the undersigned Official Supplier to participate in the Official Supplier program, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Official Supplier, the Official Supplier does hereby agree to waive any and all actions, causes of actions, claims, debts, demands, and damages whatsoever (“**Claims**”), howsoever arising, that the Official Supplier has or may have in the future related to any CIO educational activity, information sharing or business interaction, or otherwise in any way related to its participation in the CIO Official Supplier program, against any one or more of CIO, or its Board, officers, employees, staff, any Campground Member or any former Campground Member (the “**Releasees**”). The Official Supplier also agrees not to make any claim or take any proceeding in connection with any of the Claims released by virtue of this Waiver against any other person, persons, firm or corporation which might claim contribution or indemnity from one or more of the Releasees by virtue of such claim or proceeding. If the Official Supplier is sued as a result of participation in the Official Supplier program, this Waiver precludes the Official Supplier from seeking contribution and indemnity from any Releasee pursuant to any statute or at common law.

The Official Supplier hereby acknowledges and voluntarily agrees to abide by the terms of the Code of Conduct. The Official Supplier also acknowledges and agrees that Official Supplier status may be revoked, terminated, suspended or not renewed by the Board upon the failure of the Official supplier to do so.