

Social Media Content Creator Agreement

1. The Parties.

Between: **Tourism North Bay Association, a corporation incorporated in accordance with the laws of the Province of Ontario ("Client").**

And: _____ **Justlin Justlin and Patric Babu** _____ **(the "Content Creators")**

The Client and the Content Creators are individually referred to herein as a "Party" and collectively as the "Parties."

Engagement of Services: "Client" hereby engages the "Content Creators" to perform the task and provide the deliverables (the "Services") as set forth below in section 3 in exchange for the compensation set forth in section 5 (Payment) herein. The Content Creators hereby agree to render the Services to the best of Content Creator's ability, to exercise the highest degree of professionalism, and to utilize "Content Creator's" expertise and creative talents in completing the Services. The Content Creators hereby agree to no hate messaging or imagery, no violence, no illicit drug use, shall wear appropriate clothing (ie: t-shirts with offensive slogans or logos or political opinion are not acceptable), shall not include display signs, posters or pictures that members of the public may find offensive or objectionable (ie: material containing vulgar language or sexual content).

2. Term.

This agreement starts on July 01, 2025 and continues until December 31, 2025. The Parties agree that this Contract shall terminate on December 31, 2025. After termination, the Parties shall have no obligations or liabilities to one another.

3. Deliverables.

The Content Creators will deliver the agreed number of posts on the agreed upon platforms on behalf of the Client according to the delivery schedule specified and agreed upon by the Parties. The Services shall conform to the specifications and instructions of the Client as detailed below, abide by the rules of relevant social media platforms, and are subject to the Clients acceptance and approval. The Client has a maximum of 3 business days to reject any deliverable in accordance with this section and must notify the Content Creators within 3 business days of receipt of work that additional revisions and/or amendments will be required at no additional charge.

The Content:

1. Two complete ready-to-post videos
2. One photo to share as the profile image to promote each video
3. All raw footage
4. Any music used must be licensed for commercial use
5. The Content Creators agree that the Client acquires the right to use the work, in perpetuity, throughout the company, the company's clients, or other site, and may copy, modify, and redistribute the work.



The Delivery:

- The Content Creators will share the UGC Video to Tourism North Bay for them to post on their Instagram and Facebook and add the Content Creators and City of North Bay Economic Development as collaborators
- Tourism North Bay will also share the completed video on TikTok and YouTube Shorts and tag the Content Creators and City of North Bay Economic Development if they have an account on these channels.
- The Content Creators will also email The Client all RAW vision and images to which The Client and Partner has full usage rights
- The Client and Partner will tag the Content Creators in any of their content posted on their respective channels at a later date
- The Client will inform the Content Creators if they intend to run ads on a specific reel to ensure the Content Creators are aware
- The Client will inform the Content Creators prior to each month of the agreed expenses and the Content Creators will add this amount to their invoice

The Content Creators shall notify the Client as soon as possible in the event that it becomes aware of actual or possible delays in, or inability to continue with, or to carry out or to complete the Deliverables or any part thereof, as the case may be.

4. Compliance with Laws and Indemnification.

The Content Creators shall comply with all applicable laws, statutes, regulations, by-laws, rules, declarations, ordinances, directions, directives, orders, requirements, codes, and policies then in effect, of all federal, provincial, municipal, local, and other government and quasi-government authorities, departments, commissions, and boards having jurisdiction.

The Content Creators agrees to indemnify and hold harmless the Client from and against any and all claims by the Content Creators who will indemnify and hold harmless the Client from and against any and all Claims by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Content Creators, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors in the course of carrying out the Program or otherwise in connection with this Agreement. The Content Creators further agrees to indemnify and hold harmless the Client for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person entity or organization, including, without limitation, the Client, claimed or resulting from such Claims.

Without limiting the generality of the foregoing, the Client will not be liable to the Content Creators, its subcontractors or their respective directors, officers, agents, employees, partners, affiliates, volunteers or independent contractors for any liability, loss, costs, damages and expenses (including legal fees), causes of action, actions, claims, demands, lawsuits and other proceedings, howsoever caused that arise out of or are in any way related to the Program or this Agreement.

The Content Creators indemnify the Client against any issues related to intellectual property rights and guarantees that the work will not infringe upon or violate any intellectual property right of any third party.



The Client is not to be exposed or named unnecessarily via the Content Creators in any potential lawsuits such as libel, slander, defamation of character, unauthorized use of intellectual property, plagiarism, or even invasion of privacy.

If applicable, we request proof of Professional Liability (E&O) and Commercial General Liability from the Content Creators with a minimum \$2,000,000 limit and that Tourism North Bay is listed as an Additional Insured on their policy for the duration of the contract.

All work is either original or the Content Creators have agreements in hand confirming appropriate rights to all intellectual property involved.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as and Ontario contract. The parties submit to the exclusive jurisdiction of the courts of the Province of Ontario for the resolution of any and all disputes relating to this Agreement or any of its terms.

5. Conflict

The Content Creators will carry out the Deliverables and use the Payment without an actual, potential, perceived conflict of interest.

For the purposes of this Agreement, a conflict of interest includes any circumstances where;

- a) Parties; or
- b) any person who is associated with the Parties, or any member of his /her family, who can or who has the capacity to influence the decisions of Client or benefit financially from the decision.

The Content Creators will disclose to the Client without delay any situation that may be reasonably interpreted as either an actual or potential conflict of interest or Parties shall take all steps and actions necessary to resolve the conflict of interest.

6. Agreed Expenses and Payment.

STANDARD PACKAGE:

\$250.00 per video
Total = \$500.00

Expenses

Expenses for each reel has been capped at \$50.00 unless prior arrangement and confirmation has been given from The Client to the Content Creators.

Mileage will be capped at 0.61c per km.

The Content Creators will keep track of all receipts and mileage and record this in a template provided by The Client and will be submitted with their monthly invoice.



Invoicing

The Content Creators will invoice Tourism North Bay after each video has been created and include the agreed expenses occurred (receipts and mileage reporting will need to be provided along with any applicable social media analytics.)

Final invoice must be received by December 12, 2025.

Payment can be made via electronic transfer into the Content Creators account within 30 days of receiving their invoice and new vendor EFT form.

Except where expressly provided otherwise, all amounts in this Agreement are stated and shall be paid in Canadian currency.

The Content Creators understand that they are being paid as independent contractors. The Content Creators will not be deemed to be an employee of the Client. The Content Creators will not be entitled to any employee benefits. The Content Creators will be responsible for the payment of all appropriate taxes, rules, and regulations.

7. Advertisers Approval.

Prior to publishing, the Content Creators are required to obtain permission from the Client.

All assets created and captured cannot be used by the Content Creators for any other purposes without prior written permission from the Client. The Client owns all commissioned work and have exclusive rights to use the content.

8. Municipal Freedom of Information and Protection of Privacy Act.

The Content Creators acknowledge that this contract and any information or documents provided by it to the Advertiser or by the Advertiser to the Content Creators may be subject to release pursuant to the provisions of the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. M. 56. This acknowledgement shall not be construed as a waiver of any right to object to the release of this Agreement or any information or documents provided.

9. Cancellation.

Either Party may terminate this Agreement upon [7 days] prior written notice if the other Party breaches this Agreement and does not cure such breach within such time period. In addition to any right or remedy that may be available to the Content Creators under this Agreement or applicable law. In addition, in the event that the Content Creators have breached this Agreement, the Client may instruct the Content Creators to cease all promotional activities or make clarifying statements, and the Content Creators shall immediately comply.

This Agreement shall terminate automatically, without the need for notice to the Content Creators and without any liability, cost or penalty in the event that:

- (a) The Content Creators do not abide by ethical standards identified in clause 1 (The Parties).
- (b) The Content Creators do not deliver the services or the deliverables provided are, in the sole discretion of the Client, unsatisfactory, deficient in quality, or otherwise fail to meet the agreed-upon specifications or performance standards, or does not contact the Client to discuss delays



10. Execution of Agreement

Parties represent and warrant that:

- a. it has the full power and authority to enter into this Agreement; and
- b. it has taken all necessary actions to authorize the execution of this Agreement.

IN WITNESS WHEREOF the Parties hereto have caused to be signed by their respective proper signatories, effective as of this 08 day of 07 2025.

Recipient:

Justin Justlin

Name (Please print)

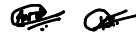
Patric Babu

Name (Please print)



Justin Patric Babu (Jul 8, 2025 22:10 EDT)

Signature



Justin Patric Babu (Jul 8, 2025 22:10 EDT)

Signature

On behalf of Tourism North Bay Association:

Tanya Bédard

Name (Please print)



Tanya Bedard (Jul 9, 2025 10:27 EDT)

Signature



Justlin Justlin and Patric Babu Content Creator Contract 2025 - FINAL

Final Audit Report

2025-07-09

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