***2019 Brigden Fall Fair***

**For Office Use Only**

Contract # \_\_\_\_\_\_\_

Pd. \_\_\_\_ Zone: \_\_\_\_\_\_

***Commercial Vendor Space Contract***

***October 11th - 14th, 2019***

2976 Brigden Rd, Brigden Ontario N0N 1B0

Tel: 519-864-1197

finance@brigdenfair.ca

**We wish to be a Vendor at the 2019 Brigden Fall Fair – Please reserve our spot now**

Business Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact Person: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal Code: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Website: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Show Hours – Friday 9 am - 8 pm***

***Saturday 9 am - 8 pm, Sunday 9 am - 6 pm***

***Monday – 9 am - 4:30 pm***

**Exhibit Description:** Please supply a specific description of the products/services you wish to display in your booth. **\*\*No Guns, Knives or Smoking paraphernalia**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**All spaces sold in increments of 5 feet.**

Inside Space - $30.00 per foot frontage **(6’ deep)** # \_\_\_ feet @ $30 = \_\_\_\_\_\_\_\_\_\_\_

Outside Space - $20.00 per foot frontage **(10’ deep)** # \_\_\_ feet @ $20 = \_\_\_\_\_\_\_\_\_\_\_

Agricultural Space - $5.00 per foot frontage # \_\_\_ feet@ $5 = \_\_\_\_\_\_\_\_\_\_\_

Hydro Required: **Per 10 Amp service # \_\_\_** @ $25 **= \_\_\_\_\_\_\_\_\_\_**

 Depending upon availability (**Extension cords must meet ESA (Electrical Safety Authority) inspection).**

Supply Trailer parking on Grounds @ $150 = \_\_\_\_\_\_\_\_\_\_\_

Overnight Camping - $20.00 per night per camping unit \_\_\_\_@ $20 = \_\_\_\_\_\_\_\_\_\_\_

 Balance Due \_\_\_\_\_\_\_\_\_\_\_

Please circle the appropriate statement:

 Same Location as 2018 Change from 2018 Location New Vendor

To reserve your space cheques for **50% of the total amount due**, made payable to the **Moore Agricultural Society,** are to be received at the Fair Office prior to **June 30th, 2019**

Certificate of Insurance indicating public liability in the amount of $1 million must be presented to the Moore Agricultural Office before consideration to accept.

**Insurance Company:** **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Policy Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Expiry Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

We hereby understand and agree to pay the **Moore Agricultural Society** the Balance Due. **We have read and understand the Rules and Regulations and agree to abide by them.** We understand that our contact information as listed above will be shared with the show’s officials for the sole purpose of contacting us regarding the show or future shows.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Exhibitor Authorized Signature Date:

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**Rules and Regulations**

The **Organizers\*** within this document shall refer to Moore Agricultural Society, their employees, agents, representatives and sponsors.

**Application for Space**

All applicants will receive a confirmation of acceptance to participate in the Brigden Fall Fair. Right to allocation of space will not be derived from the application. In special cases the Organizers\* may decide not to allocate the space that has been applied for or alter allocated space or to withdraw an allocation without the participant being entitled to claim compensation for damage incurred.

**Rent and Terms of Payment**

Booth space Vendors will remit a non-refundable payment of 50% of the total Balance Due for Space $ value x footage. ***Payment shall be received at the Moore Agricultural Office, 2976 Brigden Rd., Brigden N0N 1B0 no later than June 30, 2019***. Exhibit space will not be held unless payment is received.

Each vendor shall be restricted to showing only those goods described in this agreement, and shall confine its exhibit, activities and operations to their designated area. In addition, the Vendor shall not assign, either in part or in whole, otherwise permit the participation of any third party in any of the activities, undertaking or displays in the reserved space, without prior express written consent from the Organizers\*.

In the event of the failure of the Vendor to utilize all its space to the satisfaction of the Organizers\*, it may at any time after the opening hour of the Show allot any vacant space to such other applicant as it may deem appropriate in its sole discretion, for the benefit of the Brigden Fall Fair.

**Character of Exhibit**

The Organizers\* reserve the right, in its sole discretion, to decline, prohibit or remove any exhibit. The above reservation covers persons, things, conduct, printed matter, souvenirs and emblems and all things which effect the character of the Brigden Fall Fair. The Vendor will not obstruct or hinder the Organizers\* in preventing or removing any matter, conduct or thing which it considers objectionable.

**Risks**

All property used or exhibited is at the sole risk of the Vendor, and the Organizers\* will not assume any responsibility for the safety of exhibits against theft, robbery accidents or for any matter whatsoever, or for bodily injury or damage to property or persons caused by the operation of the Vendor. The Vendor understands and agrees that the Organizers\* shall assume no responsibility for representations or warranties given by the Vendor to the public in regard to its products or services or for transactions or contracts between the Vendor and the public, or for any losses or damages arising therefrom.

**Insurance**

The Vendor shall hold the Organizers\* harmless from any damage, expense or Liability to or in respect to any person, arising out of the Vendors occupancy of the said exhibit space or anything or matter connected with such occupancy or the activities of the vendor, its agents or employees in conjunction therewith whether or not such activities shall occur in the exhibit space, the building or elsewhere.

 Commercial general liability insurance is required with limits of not less than $1 million per occurrence, including Cross Liability Clause and a 30-day Notice to the Organizers\*. Any cancellation or material change to the policy shall be obtained by the Vendor prior to the commencement of the show. The Vendor is required to deliver to the Moore Agricultural Society office a certificate evidencing such insurance.

**Setup and operating Times**

 **Vendors must check in at the office prior to setting up their space. Setup times are Wednesday October 9th, 12:00 – 8:00pm or Thursday October 10th, from 9:00 – 8:00pm.** **Any unauthorized vehicles on the grounds during show hours will be towed at the owner’s expense**. Buildings will open 30 minutes prior to opening times to allow vendors access to their booth and will be closed and locked within 30 minutes after.

**Vendor Pass Policy**

 Each vendor will receive 8 Day passes and 2 Vendor Parking passes THESE PASSES MUST BE PROMINENTLY DISPLAYED.

**Removal of Goods**

 Booths must remain intact for the duration of the Fair. On closing day (Monday), articles must not be removed before 4:30 pm. **NO VEHICLES ARE ALLOWED TO LEAVE THE PARKING AREA UNTIL 4;30 pm**

**Cancellation Policy**

No amount paid or payable by the Vendor is refundable after August 31st. Prior to August 31st all but the 50% deposit will be refunded. In the event the Vendor does not use the reserved space, the Organizer\* will have the right to enforce the interpretation and enforcement of the Rules and Regulations governing participation in the Brigden Fall Fair.

 If the Vendor fails to make the required payments at the appointed time, all rights of the Vendor shall cease and terminate. The Organizers\* may then reallocate the exhibit space to another vendor.

**General**

 The Vendor hereby consents to the use of any pictures or other images by the Organizers\* in the subsequent promotion of the Brigden Fall Fair or any other show of the Organizers\*

 The Organizers\* reserve the right to determine the eligibility and appropriateness of exhibits before acceptance of this contract. This contract and any disputes that may arise here from shall be interpreted and governed in accordance with Ontario law.

**Compliance with Health and Safety Laws**

 Vendors, their on-site staff and suppliers/contractors shall comply with all show terms, rules and regulations and all pertinent and applicable laws, codes and regulations, Federal, Provincial, Municipal and Local, including the Occupational Health & Safety Act, governed by the province of Ontario, which may affect the show space.

 It is the sole responsibility of the Vendor to ensure that all their on-site staff and suppliers/contractors are informed and comply with all these terms at all times while participating at the Brigden Fall Fair.

The Vendor accepts full responsibility for its legal liability and any losses or fines incurred as a result of failure to comply with health and safety laws. If the Organizers\* should be held liable for an vendor’s action or failure to comply with its legal obligations, the vendor shall reimburse the Organizers\* for all expenses incurred and hold the Organizers\* harmless for any resulting liability.

**Fire and Electrical Safety**

Vendors must comply with all facilities and local Fire Code Regulations. Booth decorations must be flameproof, and all hangings must clear the floor. Electrical wiring must conform with all National, Provincial and Municipal government requirements and to the local provincial Electrical Code Safety Rules.

**Injury, Loss or Damage**

Organizers\* will not be responsible for any injury, loss or damage that may occur to or be caused by the vendor to the vendor’s employees, property or to the facility from any cause whatsoever. Organizers\* will not be held liable for any injury, loss or damage which is sustained by any person who may be on the premises contracted to the vendor, or watching, observing or participating in any demonstration in the vendor’s exhibit or demonstration area unless such injury, loss or damage is caused by active negligence or a willful act by the Organizers\*.

If the Organizers\* should be held liable for an vendor’s action or failure to act in any manner whatsoever, the vendor shall reimburse the Organizers\* for all expenses incurred and hold the Organizers\* harmless for any resulting liability.