



Booth Space Application & Contract Terms & Conditions



Tugfest Vendor (Harbourside Park)

Friday August 19th and Saturday August 20th, 2016

Vendor Application

VENDOR INFORMATION

Business Name: _____

Contact Name: _____

Mailing Address: _____ City/Town: _____

Email: _____

Day Phone: _____ Mobile Phone: _____

Website: _____

WE WISH TO APPLY FOR VENDOR BOOTH SPACE AT MIDLAND HARBOURSIDE PARK DURING TUGFEST/ARTWALK WEEKEND, FRIDAY, AUGUST 19 AND SATURDAY AUGUST 20, 2016

Space required (circle one): 10' x 10'

Booth Cost (10' x 10') total including tax: \$100.00

Payment for total amount must be remitted upon booking. Spaces will not be held without booth payment.

We understand that booth space is assigned on a "first-come" basis, that final booth allocation is at the discretion of the Town of Midland and that all monies paid are non-refundable. We acknowledge that the Town of Midland reserves the right to refuse our application for any reason. We agree to abide by the terms and conditions, on pages 3-5 of this application, which form part of this agreement. The Town of Midland reserves the right to refuse any application.

WE WILL SELL/DISPLAY THE FOLLOWING ITEMS &/OR SERVICES:

Product Category (circle one): Jewelry Bath/Body Fashion Fashion Accessories Home Décor

Fine Art Antique Furniture Ceramics/Pottery Outdoor Décor Food Other

Product Description (please include photos or web address where we may view your product):

My product is (circle all that apply): Hand-made Made in Canada Eco-Friendly

Organic High-Design Fair-Trade

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Payment Options (circle one):

Cheque(s) enclosed (**cheques made payable to the Town of Midland**)

Executed at _____ this _____ day of _____,
(your town/city) Day Month
_____.
Year

Signature

Print Name and Title

Avoid processing delays, complete in full and email to nmajor@midland.ca:

Submitting payment by cheque – (**cheques made payable to the Town of Midland**)
Send by mail to:

Town of Midland
575 Dominion Avenue,
Midland, Ontario.
L4R 1R2

PLEASE DO NOT WRITE BELOW THIS LINE.

Office Use Only

Registrant #

Booth Size:

Deposit paid by: ☐ Cheque ☐ Debit ☐ Credit ☐ Cash

Date received:

Per:

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1. **THE BOOTH SPACE APPLICATIONS AND CONTRACT** (the "Agreement") will become a binding contract when accepted in writing by the Town of Midland and confirmations of such acceptance is emailed by the Town of Midland to the email address provided by the Exhibitor on the front side hereof:
2. **TERM** The term of the license shall commence at 3 p.m. (EST) on Friday, August 19th and shall end at 6 p.m. Saturday August 20th, and shall extend to those times before and after the Festival for installation and removal of exhibits/displays as the Town of Midland may advise (the "Term").
3. **PAYMENTS** Payments are required as follows:
 - a) A booth fee of \$100.00 for each 10'x10' space is due upon booking. Booth fees are non-refundable. Booth space will be considered unsecured until full payment is made.
 - b) The Exhibitor shall be liable for and responsible to pay any and all taxes imposed in connection with the license granted hereunder including without limitation any applicable retail sales taxes, business license taxes, goods and services taxes, customs and duties.
4. **ASSIGNMENT OF BOOTH SPACE** all applications for booth space are subject to availability and Exhibitor eligibility. Exhibitor acknowledges that the Town of Midland may not be able to assign the specific booth or square footage applied for, in which case the Town of Midland will advise the Exhibitor of the available booths or square footage, as the case may be. In situations where more than one Exhibitor applies for the same booth space, booth space will be allocated to the first Exhibitor forwarding the required minimum deposit for a given booth space. The Town of Midland reserves the right to allocate booth space and after the location(s) of the booth(s) based on the general appearance and overall planning of the Festival. Exhibitors may not transfer or sublicense all or part of its assigned booth space without the prior written consent of the Town of Midland.
5. **EXHIBITOR**
 - a) The Town of Midland reserves the right to determine the eligibility of all Exhibitors and the appropriateness of products being displayed and/or sold in accordance with the theme of the Festival prior to acceptance of this Agreement.
 - b) The Exhibitor shall provide the Town of Midland with a list of products intended to be displayed and/or sold at the Festival for the purpose of determining eligibility. The Town of Midland will not consider acceptance until this list is submitted. Acceptance is at the sole discretions of the Town of Midland.
 - c) The Exhibitor must be the authorized agent of all products intended to be displayed and/or sold at the Festival.
 - d) The Exhibitor agrees to comply with all applicable Federal, Provincial and Municipal laws, regulations, rules, orders, by-laws and directions from Festival staff.
6. **EXHIBITOR'S BOOTH** Exhibitor will be responsible for the arrangement of products and exhibits/displays within its designated booth space. All products and exhibits/displays (including without limitation any and all materials and equipment) used in Exhibitor's designated booth space must conform with and meet the requirements of applicable Municipal, Provincial and Federal laws, regulations, rules, orders, by-laws and directions as well as any rules, regulations and guidelines of the Town covering hazardous substances, fire, safety, health and all other matters. The Exhibitor agrees to abide by and conform with the display limitations as outlined in the Exhibitor Manual and in the rules, regulations and guidelines of the Festival and agrees to permit the Town of Midland and/or Festival staff, at any time, to enter and inspect the Exhibitors designated booth space. The Town of Midland and/or Festival staff shall have the right to remove such persons or property as may be deemed necessary in order to ensure the safe and orderly operations of the Festival and the outdoor market. No Exhibitor may dismantle its exhibit/display until after the official closing of the Festival. Failure to comply may be cause to revoke future exhibiting privileges. The Exhibitor further agrees to remove, at its expense, all products and exhibits/displays from the street market by no later than 8 p.m. (EST) on the day of the Festival, or such other time as may be designated hereafter by the Management, and to leave the premises in a clean, orderly state. In the event that the exhibitor fails to do so, the Exhibitor agrees to pay for such additional costs and expenses as may be incurred by Management as a result thereof which may include the removal and storage or disposal of Exhibitor's products and exhibits/displays by the Town of Midland, it being acknowledged that neither the Town of Midland shall be liable for any claims, damages, losses, costs or expenses arising from Exhibitor's failure to remove its products or exhibits/displays within the allotted time for same.
7. **SALE OF MERCHANDISE**
 - a) Exhibitors offering retail merchandise for sale are responsible for obtaining all licenses and permits from municipal, provincial or federal; authorities which may be required to operate or conduct trade or business during the Festival and pay all taxes that may be levied against it as a result of the operations of its trade or business in the booth space (including the collection and remittance of retail sales tax and HST).
 - b) Exhibitors shall not, under any circumstances, solicit business in aisles or booth(s) other than their own nor shall they distribute samples and/or leaflets outside of the confines of their designated booth space; the Town

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of Midland reserves the right to prohibit the distribution or use of any offensive or objectionable material.

- c) Products or services offered for sale to Festival visitors must have prices displayed.
 - d) Exhibitors shall not engage in any deceptive, misleading, illegal or unethical practices or advertising; any deception or misrepresentation by the Exhibitor or by anyone on its behalf as to any of the items shall be sufficient cause for termination of this agreement.
8. **CANCELLATION BY EXHIBITOR** Whether or not the booth space is later assigned to another party, upon cancellation of the Agreement by the Exhibitor, the Exhibitor will forfeit all payments made to date, as liquidated damages and not as a penalty, without prejudice to any other remedies the Town of Midland may have.
9. **EXHIBITOR CONDUCT** The Exhibitor shall conduct itself in a manner and operate its equipment at a level of sound that is considered to be proper and acceptable to the welfare of the Festival, other Exhibitors and Festival visitors as determined at the sole discretion of the Town of Midland. No microphones will be permitted in an Exhibitor's booth space. Exhibitor shall be solely responsible for all acts or omissions of the Exhibitor and its employees, agents and sub-contractors at any and all times while the Exhibitor is in occupation of its designated booth space or any portion of it and Exhibitor shall indemnify the Town of Midland from any and all claims, damages, losses, costs and expenses arising therefrom.
10. **DEFAULTS** In the event that the Exhibitor:
- a) Fails to occupy its designated booth space by the time set for completion of exhibits/displays for the Festival;
 - b) Fails or refuses to comply with the orders or requests of the Town of Midland or Festival staff;
 - c) Permits any conduct or act which in the opinion of the Town of Midland is improper, or renders it inadvisable that the Exhibitor should be allowed to continue carrying on business under this Agreement, or
 - d) Fails to comply with the terms and conditions of the Agreement
- the Town of Midland shall have the right to take whatever action is deemed to be necessary to enforce the provisions of this Agreement and, without limiting the generality of the foregoing, the Town of Midland may terminate this Agreement and take possession of Exhibitor's designated booth space, without refund of any amount of monies paid to date by the Exhibitor and without prejudice to any other remedies that the Town of Midland may have. If necessary, the Town of Midland shall have the right to remove the Exhibitor and all its property from the area in question at the Exhibitor's sole cost and expense. The Town of Midland shall not be liable in damages or otherwise by reason of any such actions. The Town of Midland reserves the right, but shall not be obligated, to assign such booth space to another exhibitor in order to mitigate its damages.
11. **INSURANCE** The Exhibitor, at its own expense, shall provide to the Town of Midland, not later than thirty (30) days prior to the commencement of the Term, a certificate of comprehensive general liability insurance, to cover the entire period of the market, issued by an insurance company licensed to transact business in Canada in a form satisfactory to the Town of Midland and in which the Town of Midland and each of its officers and servants shall be named additional insureds. Such insurance shall provide a minimum limit of liability of two million dollars (\$2,000,000.00) for bodily injury and/or property damage in any one occurrence, shall include a cross-liability clause and shall provide that it will not be cancelled or materially altered prior to the termination of the Term. The Exhibitor acknowledges that its equipment and property at the festival market is not protected by insurance against fire, theft, vandalism, etc. by the festival market and the protection of such is the responsibility of the Exhibitor.
12. **LIMITATIONS OF LIABILITY** the Town of Midland will provide adequate and reasonable watchmen and security for the Festival. However, neither the Town of Midland, nor any of their respective directors, officers, employees, agents or sub-contractors (collectively, the "Releasees") will be liable for, and the Exhibitor hereby releases and forever discharges the Releasees from and against, any and all sub-contractors arising out of or in any way related to the Exhibitor's use and/or occupation of booth space, the Exhibitor's attendance at and participation in the Festival, or the acts or omissions (negligent or otherwise) of the Exhibitor, its employees, agents or sub-contractors, notwithstanding that such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees. The Exhibitor's products, property and exhibits/displays while at the festival market shall be at the sole risk of the Exhibitor.
13. **INDEMNITY** The Exhibitor agrees to indemnify and hold the Releasees, and each of them, harmless from and against any and all losses, damages, actions, claims, liabilities, costs, expenses, rights and demands of any nature or kind whatsoever, including but not limited to personal injuries, death, disability, property damages, and legal fees and expenses for litigation and settlement, arising out of or in any way related to the license granted hereunder, any occurrence in or upon or at the Facility, the Exhibitor's use and/or occupation of booth space, the Exhibitor's attendance at and participation in the Festival, the Exhibitor's violation of any laws or ordinances the violation or breach of any provision of this Agreement by the Exhibitor, or the acts or omissions (negligent or otherwise) of the Exhibitor, its employees, agents or sub-contractors, notwithstanding that any such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees.
14. **CANCELLATION OF EVENT** In the event that the Festival is cancelled or not held by reasons of acts of God, strikes, lockouts or other labour or individual disturbances, interruptions by government or court order, future

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valid orders of any regulatory body having jurisdiction, acts of public enemy, wars, riots, strike, fire, lighting, tempest, flood, explosion and/or other causes beyond the control of the Town of Midland, as organizers, then the Town of Midland shall in no way whatsoever be liable to the Exhibitor by reason of its failure to deliver the booth space other than to return to the Exhibitor, without interest, such sums as have been paid to the Town of Midland pursuant to the terms hereof less the Exhibitor's pro-rata portion of any and all expenses incurred by Management relating to the Festival which shall include, but are not limited to, all amounts which the Town of Midland is or becomes legally obligated to pay to the Town of Midland pursuant to the terms and conditions of the Festival Agreement or otherwise and all costs incurred with regard to promotion and publicity related to the Festival. The Town of Midland reserves the right to change Festival dates, shorten the duration of the Festival or relocate the Festival as circumstances warrant.

15. **AMENDMENT** the Town of Midland reserves the right to amend or interpret these terms and conditions as necessary in the specific and general interest of the Festival.
16. **DAMAGE TO TOWN PROPERTY** Exhibitors agree that nothing shall be posted on, tacked, nailed, screwed or otherside attached to the street, sidewalk, planters, garbage receptacles, light standards or buildings, or any other structure, within David Onley Park/Waterside park where the Festival market occurs. Any costs incurred in protecting the market area and any of the aforementioned structures within will be at the expense of the Exhibitor. Exhibitors are liable for any and all damage caused to the downtown or to other Exhibitor's property which occur through acts or omissions of the Exhibitor, its employees, agents or sub-contractors, and Exhibitor shall indemnify and hold the Releasees, and each of them, harmless from any and all claims, damages, losses, costs and expenses arising therefrom.