

CONDITIONS OF CONTRACT

Company Name : _____ (the “Exhibitor”) and the Folklore Festival Committee & Thunder Bay Multicultural Association (the Licensor). This agreement shall be binding upon the parties hereto and their respective heirs, executors, administrators and successors.

EACH PARTY AGREES TO THE FOLLOWING:

1. Failure to abide by the terms of this contract may result in the removal forthwith of the Exhibitor and his Exhibit. In the event of such removal, and money paid by the Exhibitor to the Licensor for the leased space shall be the Licensor as liquidated damages.
 2. This agreement may be terminated by the Licensor if the Exhibitor fails to make any of said payments at the time appointed therefore or on breach of any other of the conditions hereof by the Exhibitor and thereupon shall all rights of the Exhibitors hereunder shall cease and terminate, and any payment made by him on account hereof prior to said termination shall be retained by the Licensor as liquidated damages for such breach and the Licensor may thereupon re-lease the lease space. If a space is booked by the Exhibitor cancelled within 30 days of the opening show date, the Exhibitor is responsible for full payment of the value of the booth if the Licensor cannot resell the space at full rate. If space is leased at a lesser rate the Exhibitor is responsible for the difference.
 3. In the event the Exhibitor is in default under the terms or the contract of the rules and regulations, he shall forthwith on demand of the Licensor remove his Exhibit from the leased space at his own expense. The Exhibitor acknowledges that his failure to remove his Exhibit at the request of the Licensor will result in the Exhibit being removed at his expense by the Licensor.
 4. The Licensor reserves the right to decline or prohibit any Vendor, Exhibitor, or proposed Vendor or Exhibitor, not approved by the Licensor, and to permit only such matter and conduct as shall be approved. The above reservation covers persons, things, conduct, printed matter, souvenirs, emblems, and all the character of the exhibition.
 5. All exhibits must be completed to the satisfaction of the Licensor prior to the opening of the show. All Exhibits must be open and staffed where necessary during the hours the show is opened except for static displays as agreed by the Licensor. Under no circumstances will any portion of an Exhibit be allowed to be removed from the Gardens during the continuance of the Exhibition without written permission of the Licensor.
 6. The Exhibitor must conform to design requirements and specification as determined by the licensor. All displays, interviews, conferences, distribution of literature, lectures and cash sales will be made inside leased space.
- ### THE EXHIBITOR AGREES:
7. The Exhibitor may not distribute literature or promotional material from third party without the prior written consent of Festival Committee (TBMA). Space contracted by the Exhibitor may not be sublet without prior written permission of Festival Committee (TBMA).
 8. Use of Audiovisual displays or other amplifying public-address devices, and flashing lights, is subject to the discretions of the Licensor. AV use must be conducted in such a matter as to not obstruct displays or create annoyance to pedestrian traffic.
 9. To provide at Exhibitor’s expense, necessary labour and all other expenses for installing and removing all exhibitor material, observing building unions contracts.
 10. Not to deface – mar Curling Club building in any way.
 11. Not to use or permit to be used any machinery with parts or any other exhibitors or goods liable to occasion any accidents, injury or damage to persons or property coming into contact with them, unless they are adequately guarded or protected to prevent the public from coming into contact herewith or from any danger or damage arising therefrom.
 12. To comply with all municipal and provincial by- laws, regulations and ordinances affecting the leased space and the occupation thereof by the exhibition. NOTE: Thunder Bay Fire Marshall will not allow any open flame in Building.

13. All Exhibitors must be removed according to the specific show schedule.

ALCOHOLIC BEVERAGES:

14. Under no circumstances are alcoholic beverages to be consumed in leased booth spaces.

INSURANCE / LIABILITY:

15. Exhibitors are required to carry public liability and property damage insurance in an amount of \$2,000,000.

16. The Licensor will not assume any responsibility for the safety of the Exhibit against robbery, fire, liability or for any cause whatever. In all cases exhibitors must insure their own goods. Security guards provided by the Licensor will be in attendance for general protection of building and property, particularly in periods when exhibits are closed and unattended, but this in no way implies individual protection of exhibit contents, products, etc.

17. The Exhibitor will hold the Licensor, harmless from any damage, expense or liability arising out of the Exhibitor's participation in the show, including but not limited to use and occupancy of the lease space, from any injury or damage to the Exhibitor, his agents, servants, employees, or any other persons, or the property of said Exhibit, the approaches and the entrances thereto, by virtue of his occupancy hereunder or anything connected with said occupancy.

18. The Exhibitor covenants and agrees to indemnify and save harmless the Licensor, its directors, employees and agents of and

from all penalties, liabilities, costs, expenses, claims, actions, matters or causes of actions whatsoever, arising out of the Exhibitor's use and occupation of the leased space.

19. If for any reason whatsoever it becomes impossible for the Licensor to permit any Exhibitor to occupy the premises, the Exhibitor shall pay for the space only the period the space was or could have been occupied by such Exhibitor. The Licensor is released from any and all claims for damage which might arise in consequence thereof.

ELECTICAL CONNECTIONS:

20. All special electrical requirements are at the expense of the Exhibitor, agreements with electricians being sole responsibility of the Exhibitor.

21. All electrical equipment or apparatus will meet Electric Safety Authority Standards. Exhibitor will not use so much electric power as to overload the present outlets installed in the Garden's building. The Exhibitor agrees to abide by any decision made by the Electrical Safety Authority in the event of any dispute.

LICENSES-PERMITS:

22. Any licenses and/or permits required to display and or sell the Exhibitor's product by any Federal, Provincial,

23. Municipal or other authority shall be obtained by the Exhibitor at his own expense and displayed if necessary or required in the exhibit area by the Exhibitor during the term of the exhibition.

I have read and agree to abide by all rules and regulations as shown above. If this contract is faxed, we authorize ***Thunder Bay Multicultural Association*** to act as though the faxed contract were the original. **The Exhibitor agrees to pay the requirement 100% immediately upon selection of booth area.**

Contact Name

Thunder Bay Multicultural Association

Signature

Michelle Lander, Festival Coordinator