

# CONDITIONS OF CONTRACT

**Company Name:** \_\_\_\_\_ **(the "Food Vendor") 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.

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## EACH PARTY AGREES TO THE FOLLOWING:

1. Failure to abide by the terms of this contract may result in the removal forthwith of the Food Vendor and his Food Booth .In the event of such removal, and money paid by the Food Vendor 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 Food Vendor fails to make any of said payments at the time appointed therefore or an breach of any other of the conditions hereof by the Food Vendor and thereupon shall all rights of the Food Vendor 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 Food Vendor cancels within 30 days of the opening show date, the Food Vendor 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 Food Vendor is responsible for the difference.
3. In the event the Food Vendor is in default under the terms or the contract of the rules and regulations, he shall forthwith on demand of the Licensor remove his Food Booth from the leased space at his own expense. The Food Vendor acknowledges that his failure to remove his Food Booth at the request of the Licensor will result in the Food Booth being removed at his expense by the Licensor.
4. The Licensor reserves the right to decline or prohibit any Vendor, Food Vendor, or proposed Vendor or Food Vendor, 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 Food Vendor must be completed to the satisfaction of the Licensor prior to the opening of the show. All Food Booths 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 a Food Booth be allowed to be removed from the Gardens during the continuance of the Festival without written permission of the Licensor.

6. The Food Vendor 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 FOOD VENDORS AGREES:

7. The Food Vendor may not distribute literature or promotional material from third party without the prior written consent of Festival Committee (TBMA). Space contracted by the Food Vendor may not be 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 Food Vendor'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 therefore.
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 Food Booths 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. Food Vendors are required to carry public liability and property damage insurance in an amount of \$2,000,000.

16. The Licensor will not assume any and all responsibility for the safety of Food Booth against robbery, fire, and any type of injury due to Food Booth structural failure and whatever liability occurs. In all cases vendors must insure their own goods and structural safety. 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 vendors contents, products, etc.

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

18. The Food Vendor covenants and agrees to indemnify and save harmless the Licensor, it's

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

19. If for any reason whatsoever it becomes impossible for the Licensor to permit any Food Vendor to occupy the premises, the Food Vendor shall pay for the space only the period the space was or could have been occupied by such Food Vendor. 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 Food Vendor, agreements with electricians being sole responsibility of the Food Vendor.

21. All electrical equipment or apparatus will meet Electric Safety Authority Standards. Food Vendor will not use so much electric power as to overload the present outlets installed in the Gardens building. The Food Vendor 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 Food Vendor's product by any Federal, Provincial,

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

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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.**

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**Contact Name**

**Thunder Bay Multicultural Association**

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**Signature**

**Michelle Lander, Festival Coordinator**