

15<sup>TH</sup> Annual

# BIKETOBERFEST

## 2017 Vendor Contract

Mail Form with Payment to:

Welland County Motorcycle Club

RE: VENDOR CONTRACT

603 Netherby Road

Welland Ontario, L3R 5N7

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

City: \_\_\_\_\_, Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone: ( )- \_\_\_\_\_ - \_\_\_\_\_ Email: \_\_\_\_\_

Product Description: \_\_\_\_\_

Vendor Booth Space Request:

10' x 10' \$100.

Additional 10' x 10' \$80.

### Terms & Conditions

Welland County Motorcycle Club limits the number of Vendors and, all Vendors must be preapproved before submitting payment. Signed contract and payment in full is required immediately upon approval as a Vendor to hold space. Contract and money must be received by Welland County Motorcycle Club no later than **September 8, 2017**. If payment is **not received by the due date**, space will be released.

Make cheque(s) payable to: **Welland County Motorcycle Club**

 **PROOF OF INSURANCE IS REQUIRED BY ALL VENDORS. PLEASE SEND ALONG COPY WITH THIS FORM**

I acknowledge and have read the Terms & Conditions listed above and agree to comply with the Regulations.

Submitted By (*Please Print*): \_\_\_\_\_

Signature: \_\_\_\_\_

Please submit this Form with Payment to:

Welland County Motorcycle Club  
603 Netherby Road  
Welland, ON L8R 5N7

### SET-UP SCHEDULE

Friday, September 15 Noon – 6PM

Saturday, September 16 By 9AM

## **SPACE APPLICATION & CONTRACT TERMS & CONDITIONS**

THAT AND FOR in consideration of the premises and of the mutual covenants of the parties, Welland County Motorcycle Club and Biketoberfest Inc. (herein after referred to as "Management" or "Show Management") does hereby demise, let and lease unto the signed (hereinafter referred to as "Exhibitor") and Exhibitor does hereby hire and take from Management, exhibition space subject to the rules and regulations hereinafter set out and upon the following terms and conditions.

### **1. TERM:**

The term of this lease shall commence at noon Friday, September 15, 2017 for Exhibitors, and shall end at 11:59 pm, Saturday, September 16, 2017, in accordance with the rules and regulations to allow for installation and removal of exhibits.

### **2. RENTAL AND CONTRACT EXECUTION:**

Rentals shall be paid upon the following terms in order to GUARANTEE EXHIBIT SPACE: Full payment due with signed contract.

### **3. ASSIGNMENT OF EXHIBIT SPACE:**

(i) It is understood by Exhibitor that Management may not be able to assign to Exhibitor the square footage and location applied for. In that event, Management may notify Exhibitor of the square footage and location available upon receiving signed contract and payment on said space. Unless otherwise specifically agreed by Management rental shall be paid within times outlined in condition 2 of this contract otherwise management cannot guarantee space availability.

(ii) Show Management reserves the right to allot alternate exhibit space in the event that space selected is not available. Exhibit space may not be sublet or transferred to another Exhibitor without prior written authorization of Show Management.

### **4. THE EXHIBITOR:**

(i) Full payment is compulsory in advance of move-in dates. Management reserves the right to determine eligibility of Exhibitors and appropriateness of Exhibitors before acceptance of contract. (ii) The Exhibitor shall, prior to acceptance of this contract by Show Management, submit a list of products intended to be exhibited at the Show for approval by Show Management in its sole discretion. The Exhibitor shall, at all times, be the authorized agent of all products intended to be placed on display at the Show. Show Management reserves the sole right in its discretion to take whatever action it deems necessary to enforce the provisions of this paragraph including cancellation of Exhibitor's space and the retention of the full amount of all sums paid by the Exhibitor.

### **5. LIABILITY:**

Adequate and reasonable watchmen and security will be provided at all times by Management and the above premises. Neither the management, at the above premises, nor Show Management shall be liable for the damage, loss or other destruction to the exhibits by reason of fire, theft, accident or other destructive causes and each Exhibitor shall lease exhibit space at his sole risk. Neither the management of the above premises nor Show Management, nor any of their agents, servants and employees will be accountable or liable for the accidents to Exhibitors, their agents or employees. The Exhibitor shall be liable to the above premises and/or Show Management for any damages to the building/or the property and fixtures contained therein which shall occur through acts or omissions of the Exhibitor.

### **6. LIABILITY INSURANCE:**

The Exhibitor shall obtain and keep in force liability insurance in the amount of at least one million dollars Canadian. Such liability insurance will include coverage for bodily injury and property damage; and include coverage for both products and operations. The Exhibitor shall at all times be responsible for insuring against any and all loss due to fire, theft, accident and all other perils and neither the management of the above premises nor Show Management are intended to be insurers and nor are they intended in any way to be liable or accountable to the Exhibitor, its agents, servant or employees, respecting any loss or damage of any nature whatsoever regardless of cause.

### **7. EXHIBITOR'S CONDUCT:**

The Exhibitor shall not conduct himself in such a manner or operate his equipment at a level of sound that is determined at the sole discretion of Show Management to be detrimental to the welfare of the Show or of other exhibits. Show Management reserves the sole right at its discretion to take whatever action is necessary to enforce the Exhibitor to observe the foregoing.

### **8. EXHIBITOR'S BOOTH:**

Exhibitor will be responsible for the arrangement of all the equipment and displays in his own booth. All equipment and materials used by the Exhibitor in his exhibit must conform with and meet the requirements of Exhibitor Rules and Regulations, and applicable Federal, Provincial and Municipal regulations.

### **9. CANCELLATION POLICY:**

Upon cancellation of this contract by Exhibitor (whether or not the space is resold), Exhibitor will be liable for Management's service costs as of that date. **All payments non-refundable after September 12, 2017.**

### **10. TERMINATION OF EXHIBIT:**

In the event the premises where the display is to be held, in the sole determination of the Show Management becomes unfit for occupancy or are substantially interfered with by reason of picketing, strike, embargo, injunction, act of war, act of God, fire, computer systems failure, declared by any Governmental agency or by virtue of any ordinance or law of any Municipal, Provincial, or Federal Government agency, or any other act beyond the control of the Show Management this Agreement may be terminated by the Show Management. In the event of such termination, the Exhibitor waives any and all damages and agrees that the Show Management may, after deducting all costs and expenses, including a reserve for claims, refund to the Exhibitor, as and for complete settlement and discharge of all said Exhibitor's claims and demands, his prorata amount of all funds paid by all Exhibitors.