



Tottenham Beeton & District Chamber of Commerce (TBDCC) VENDOR LICENCE AGREEMENT Tottenham Trade Fair Saturday, April 29, 2017 from 10:00 a.m. to 4:00 p.m. This Agreement, if accepted, authorizes you to operate a concession at the Trade Fair for a one-time, non-refundable fee. All applications with supporting documents and full payment shall be submitted by April 4, 2017. This does not guarantee a spot. Final approval will be made by April 11, 2017. Chamber Member Vendors will be given first consideration.

Vendor Information Name of Business: \_\_\_\_\_

Mailing Address \_\_\_\_\_

Phone # \_\_\_\_\_ Contact Person \_\_\_\_\_

Cell # (day of event) \_\_\_\_\_ Email \_\_\_\_\_

Description of all items for Sale \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Pricing: (8 foot x 8 foot space UNLESS OTHERWISE ARRANGED)

Chamber Member Rate \$50 Plus HST \$6.50 per 8 X 8 Booth \$56.50 Number of booths: \_\_\_\_\_

Non-Chamber Member Rate \$75 Plus HST \$9.75 per 8 X 8 Booth \$84.75 Number of booths: \_\_\_\_\_

YES, \_\_\_ I want Table and chairs supplied OR NO, \_\_\_ I have my own trade booth set (MUST NOT EXCEED ALLOTTED SPACE OF 8 x 8)

HYDRO REQUIRED: YES \_\_\_ Please be advised that if hydro is required you must supply your own extension cords.

Visa \_\_\_ MasterCard \_\_\_ Cash \_\_\_ Cheque \_\_\_ (payable to Tottenham Beeton & District Chamber of Commerce)

Credit Card Number \_\_\_\_\_ Expiry date \_\_\_\_\_

Name on credit card (print): \_\_\_\_\_ Signature: \_\_\_\_\_

Conditions:

1. The organizers reserve the right to restrict the type and number of vendor concessions. Applicants with full advance payment are given first consideration as will Members of the Tottenham Beeton & District Chamber of Commerce. The vendors will advise in writing if they require any special needs or requests.
2. Vendors may only sell or promote products listed on the application form. The organizers reserve the right to enforce the vendors' product list. Failure to comply may result in vendor being asked to remove signage or products, vacate the premise, and/or forfeit all fees and future eligibility to this event.
3. The organizers reserve the right to assign exhibitors to designated areas and occupancy and use shall be confined to the designated area. Booths are NON-TRANSFERABLE without prior permission by organizers.
4. All vendor fees shall be paid prior to set up. Vendors shall check in with organizers prior to set up.
5. The organizers reserve the right to take photographic or film any of its vendors, events, and I/We hereby agree that the TBDCC may use any such photographic or film record for promotional and/or commercial purposes without remuneration to me.

6. Set-up: Vendors may begin installation of vendor booth between 8:00 am and 9:30 am Saturday, April 29, 2017. All Vendors must be fully operational by 10:00 am on the day of the event. Tear-down: For the safety of ALL concerned, vendors must NOT dismantle and/or remove concession booth before 4:00 pm Saturday, April 27, 2017. Vendors are required to dismantle and remove the concession booth prior to 5:00 pm Saturday, April 29, 2017. Assistance may be available, but is not guaranteed.

7. Vendors shall be responsible for leaving the area in a neat and tidy condition; failure to comply with the clean site rule will result in ineligibility for vendor space at future events. Vendors may be charged for costs of removal or damage if such costs are incurred.

8. Neither the Tottenham Beeton & District Chamber of Commerce nor any of its Officers, Directors, Agents, Servants or Employees shall be liable for personal injury, or the damage, loss or other destruction of the concession booth by reason of fire, accident or other destructive causes, and each exhibitor shall lease vendor space at his own risk.

9. If the Trade Fair should be prevented from holding the event by any cause beyond its control, or if it cannot permit the vendor to occupy his rented space due to circumstances beyond its control, including but not limited to, strike, fire, civil disobedience, inclement weather, lockouts, acts of God, etc., the TBDCC will refund to the exhibitor the amount of rental paid and the TBDCC shall have no further obligation or liability to the vendor.

10. The TBDCC shall have full power in the interpretation and enforcement of all rules contained herein and the power to make such amendments hereto and such further rules and regulations governing participation in this event.

11. The organizers assume no responsibility for any persons, goods or equipment owned by the vendors or staff. Further, by signing this agreement, the vendor agrees to waive any claim, costs or liability against organizers for any cause whatsoever and this shall constitute due notice that the vendor assumes all risks and liabilities arising out of their participation in the Trade Fair.

12. Vendors will have no open fires or BBQ's or any machinery producing noxious odors, smoke, or excessive noise in the venue.

13. It is the responsibility of the vendor to secure the appropriate insurance and approvals for the operation of their concession booth and shall supply the following with their application: a) Third party liability insurance, no less than \$1,000,000.00, or signed Indemnity Agreement & Waiver of Liability; and b) If required, Special Occasion Food permit from the Simcoe District Health Unit; and c) If required, Electrical Sticker and Certification (Ontario Electrical Safety Certificate)

14. Any personal information that the Tottenham Beeton & District Chamber of Commerce (TBDCC) retains is kept in such a manner as to ensure its security and confidentiality at all times. The Tottenham Beeton & District Chamber of Commerce (TBDCC) will only use this source of information as a reference to inform those vendors of future organized events that may be of interest to the vendor therein participating. The Tottenham Beeton & District Chamber of Commerce (TBDCC) does not sell or trade any personal information with third parties.

Please check box confirming you have read and understood the Conditions. \_\_\_\_\_ ←----initial here

DATED at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2017

Vendor's Signature \_\_\_\_\_ Vendor's Name Printed \_\_\_\_\_

Confirmation Documentation: Following acceptance of your application, you will be provided with information to assist you when you arrive at the event. Please indicate here any special needs or requirements:

Thank you for your interest and participation: Tottenham Beeton & District Chamber of Commerce, 54 Queen Street South, P.O. Box 922 Tottenham ON L0G 1W0      telephone 905-936-4100 fax: 905-936-4664      Email: [tbdcc@bellnet.ca](mailto:tbdcc@bellnet.ca)

Proof of insurance (or signed waiver) attached hereto? Yes \_\_\_\_\_

Payment provided? Yes \_\_\_\_\_

Application form signed and dated? Yes \_\_\_\_\_



TOTTENHAM BEETON & DISTRICT CHAMBER OF COMMERCE

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING I hereby make application to sell wares, products, or offer or demonstrate products or services to the public at an event called the Tottenham Beeton & District Chamber of Commerce (referred to as 'TBDCC') Trade Fair. I have read, understand and agree to each and all of the following terms & conditions.

1. Waiver of Liability & Indemnity Agreement: A Vendor shall not be permitted to participate in the Trade Fair unless proof of liability insurance in the amount of \$1,000,000.00 is provided or a "Waiver of Liability & Indemnity Agreement" in the form provided without amendment, is properly signed, witnessed and delivered to the TBDCC, failure to provide same permits the TBDCC to disallow participation, or to be removed from the Trade Fair Site.
2. In consideration of TBDCC accepting my application for and permitting participation in the Trade Fair, on lands owned by or under the control of the Town of New Tecumseth, the following waiver releases the Town of New Tecumseth and the TBDCC. I am aware I am responsible for risks, and agree not to sue for the benefit of the named parties.
3. Waiver & Release from Liability: I waive any and all claims that I have or may in the future have against the TBDCC, and I release from all liability and agree not to sue the TBDCC, the Town of New Tecumseth, AND/OR any of their directors, officers, employees, members, employees, volunteers, contractors, suppliers, representatives, (collectively "Personnel") for any personal injury, death, property damage claims arising from my participation in the Trade Fair, whether it arises from facilities, activities, other loss that I sustain as a result of my participation in the Trade Fair from to any cause whatsoever, on the part of the TBDCC, the Town of New Tecumseth, the personnel or others, including but not limited to: (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances; and (b) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation; and (c) breach of any contract; and (d) mistakes or errors in judgment of any kind. I understand that by signing this document (which I acknowledge having had the opportunity to read before signing) that I am giving up rights I may have at law to claim for damages against the parties named herein.
4. Indemnity Agreement: Further, in consideration of being allowed to operate at the Trade Fair, I agree to indemnify and hold the TBDCC, harmless from any claims, demands, suits, or actions howsoever, wheresoever, and whensoever arising from my participation in the Trade Fair. This agreement shall be binding upon my family, heirs, and assigns.
5. I understand that insurance coverage is a condition of being permitted to operate vendor's concession at the TBDCC and my failure to provide proof of insurance to the TBDCC, is the reason I am signing this document. If the TBDCC is sued or has to pay any money because of my actions or products, no matter what they are, or how they happen, I understand this agreement means that I must pay the TBDCC any money that it may be required to pay to others due to or arising from my actions or my failure to act, whether I intend them or not. I am responsible for all of their costs, including any legal fees or out of pocket expenses. I am signing this agreement as a condition, and in consideration of being permitted entry and being allowed to set up a non-food vendor's concession or an information booth at the TBDCC.

Applicant's Signature \_\_\_\_\_ today's Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Signed and witnessed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Day/month/year

Witness' Signature \_\_\_\_\_ Witness' Name \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Employee Signature  
Employee Signature  
Employee Signature