



BARKFEST DOG FESTIVAL & Harvest Fall Food Fair

SEPTEMBER 27-28, 2014 (2 days)
Essa Agriplex, Thornton (Barrie) ON

SPONSOR Application

Please complete this Application / Contract and forward a copy with payment to:

BARKFEST

10 Royal Orchard Blvd., PO Box 53022

Thornhill, ON, L3T 3C0 Email: info@barkfest.ca

Thank you for your interest in becoming a Sponsor. Your chosen Sponsorship Level determines your company's Online, On-site and Print marketing exposure, both leading up to the event, and during the Festival. *WELCOME TO THE SHOW!**

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ PROV: _____ POSTAL CODE: _____

CONTACT NAME: _____ PHONE: _____

CONTACT EMAIL: _____ COMPANY WEBSITE: _____

SPECIFY PRODUCTS TO BE EXHIBITED: _____

Please indicate your SPONSORSHIP LEVEL by marking the appropriate box below. QUESTIONS? info@barkfest.ca or 647-227-6000

'OFFICIAL' Sponsor:

\$1,500 + 13% HST = \$1,695.00

- ✓ Up to **3 'PREMIUM' BOOTH SPACES**
- ✓ 1 ONLINE AD at barkfest.ca (throughout 2014)
- ✓ Logo / weblink on Barkfest.ca
- ✓ Logo on Pre-event Postcards
- ✓ Logo on Volunteer T-Shirts
- ✓ 'Main Ring' Logo Sign
- ✓ Daily Company Announcements by our MC
- ✓ May provide coupons/samples for Festival Bags
- ✓ **4 Official Barkfest Ballcaps**
- ✓ **10 FREE 'Guest Passes'**

'EVENT' Sponsor:

\$500 + 13% HST = \$565.00

- ✓ **2 'PREFERRED' BOOTH SPACES**
- ✓ Logo / weblink on Barkfest.ca (throughout 2014)
- ✓ Opportunity to provide coupons / samples for Festival 'Goodie' Bags
- ✓ **2 Official Barkfest Ballcaps**
- ✓ **2 FREE 'Guest Passes'**

**To ensure inclusion in all Print promotion & publicity materials indicated, all Sponsorship commitments with payment must be received by JUNE 30, 2014.*

'TITLE' SPONSOR: Contact us to discuss your requests &/or requirements (subject to availability)

- ✓ Up to **4 'PREMIUM' BOOTH SPACES**
- ✓ **2 ONLINE ADS** at Barkfest.ca (throughout 2014)
- ✓ Logo / weblink 'Featured' on Barkfest.ca Homepage
- ✓ Logo on all Pre-event Print Advertising
- ✓ Logo at Main Entrance to Festival
- ✓ Logo on Volunteer T-Shirts
- ✓ Logo on Festival 'Goodie' Bags
- ✓ 'Main Stage' Signage
- ✓ 'Main Ring' Feature Banner
- ✓ Opportunity to Speak, Judge, or Present Awards
- ✓ Daily Company Announcements by our MC
- ✓ May provide coupons / samples for Festival 'Goodie' Bags
- ✓ **4 Official Barkfest 'Ballcaps'**
- ✓ **20 FREE 'Guest Passes'**

Please complete and **SIGN Page 3** of this Sponsorship application after reading all pages of the Terms and Conditions. Then forward a signed copy of all pages to us with your payment. Please make cheque payable to **"BARKFEST"** and mail to:

Barkfest, 10 Royal Orchard Blvd., PO Box 53022, Thornhill, ON Canada L3T 3C0

2014 Barkfest Dog Festival & Harvest Fall Food Fair / TERMS AND CONDITIONS*

- 1) Barkfest Inc. (herein called the "Management") is to hold "Barkfest Dog Festival and Harvest Fall Food Fair" (herein called the "Event"), taking place at the Essa Agriplex, 7505 10th Line, Thornton (Barrie), Ontario on September 27 & 28, 2014.
- 2) The Management reserves the right to exercise its sole discretion in the acceptance, or refusal, of applications. Priority will be given to Sponsor and Exhibitor applications according to the order of receipt.
- 3) Exhibitor/Vendor agrees to observe and abide by the Terms, Conditions and Rules set forth hereafter and by such additional Terms, Conditions and Rules made by Management on notice to Exhibitor/Vendor from time to time for efficient or safe operation of the Event.
- 4) APPLICATION PAYMENT & DEADLINE SCHEDULE: **All applications due by August 31st, 2014.** Payment of 100% of the total Exhibitor/Vendor fee must accompany the application. Any cheques returned from the bank for any reason will result in the forfeiture of priority in booth space assignment, and, depending on booth availability, may result in denial of participation. There is a \$75 fee on all NSF cheques. No Exhibitor/Vendor shall be allowed to install its exhibit unless it is fully paid. Deadline for Sponsor inclusion in print promotion and publicity materials is **June 30, 2014.**
- 5) CANCELLATION POLICY: No refunds will be given after the Exhibitor/Vendor application has been processed. Nor will refunds be provided due to inclement weather. Remember, this is a rain or shine outdoor event.
- 6) Subletting of space by the Exhibitor/Vendor, sharing or other use of the space not specifically authorized by the Management is prohibited.
- 7) No tents, equipment, signs, advertising devices or merchandise shall be displayed outside the assigned Exhibitor/Vendor space, or beyond the limits of the assigned Exhibitor/Vendor space, without prior written approval from Management. The management reserves the right to refuse inappropriate or unprofessional displays and signs.
- 8) Exhibitors/Vendors and its representatives shall not congregate, or solicit, in front of another Exhibitor/Vendor space.
- 9) Vendors will be allowed to sell only the products that are listed on the Vendors Contract. (Please attach your product/services list).
- 10) Exhibitors/Vendors agree to staff their booths during all hours of the Event. Show hours are from 10:00 AM – 5:00 PM on both days. Exhibitor's/Vendor's booths must be completely set-up by *30 minutes before show opening*. Vendors must agree to stay the entire festival and are not allowed to dismantle their booths until after 5:00 PM Sunday.
- 11) There are a limited amount of electrical outlets available at Event for an additional fee (see application form). Exhibitors/Vendors requiring the use of a generator for their booth must contact Management first for approval. If you wish to bring a generator, it must be classified as "silent". Management reserves the right to deny the use of a generator if we deem it to be a "noise nuisance". Management reserves the right to locate Exhibitor/Vendor space to an area in which noise of generator does not disrupt any other Exhibitors/Vendors, public or animals.
- 12) SECURITY: Even though the grounds will be patrolled overnight, Management cannot provide a 24-hour security presence for our vendors. We recommend that vendors cover & secure their booths at night. If you wish to provide your own security, please notify us of your arrangements.
- 13) LIMITATION OF LIABILITY & INDEMNITY: a) Neither the Management, the Essa & District Agricultural Society, Essa Agriplex nor any of their officers, agents, employees or other representatives shall be held liable for, and they are hereby expressly released from, liability for any damage, loss, harm or injury to the person or property of the Exhibitor/Vendor or any of its officers, agents, employees, or other representatives, resulting from theft, fire, water, accident, animal bite/attack or any other cause. b) The Exhibitor/Vendor shall indemnify, defend and protect Management against liability, and hold and save Management harmless from any and all claims, demands, suits, damages, loss, costs, attorney's fees and expenses of whatever kind or nature, which result from, arise out of, or are connected with any acts, or failures to act, or negligence of Exhibitor/Vendor, or any of its officers, agents, employees or other representatives, including, but not limited to, claims of damage or loss resulting from the breach of these Terms, Conditions and Rules, and claims of damage or loss to any third party. c) In no event shall Management be liable for any consequential, indirect or special damages, whether foreseeable or unforeseeable, whether based upon lost goodwill, lost profits, loss of use of the Exhibit/Vendor space, or otherwise arising out of breach of any expressed or implied warranty, breach of contract, negligence, misrepresentation, strict liability in term, or otherwise, and whether based on this Agreement, any transaction performed or undertaken under or in connection with the Agreement, or otherwise. Exhibitor/Vendor agrees that the liability of Management for damages, regardless of the form of action, shall in any event be limited to the aggregate exhibit/vendor fees paid by Exhibitor/Vendor under this Agreement. d) Exhibitor/Vendor holds Management harmless for any damage or loss of Exhibitor's/Vendor's displays and exhibits.

2014 Barkfest Dog Festival & Harvest Fall Food Fair / TERMS AND CONDITIONS*

14) Exhibitors/Vendors are encouraged to provide free gifts, giveaways, draws, etc. If a draw is desired, participants are responsible for the facilitation of their own draws. Management will not be able to announce the winners throughout the Event itself, nor afterwards at barkfest.ca.

15) Vendor space will be assigned by Management and it reserves the right to modify the floor plan to accommodate space sales or relocate Exhibitors/Vendors to avoid conflict, as necessary. In all instances, Management reserves the right to determine final placement of the Exhibitor/Vendor. Exhibitor/Vendors are prohibited from moving to another booth location, or otherwise relocate their assigned space without prior consent from Management. Any Exhibitor/Vendor found reassigning booth space will forfeit fees and booth space. Management reserves the right to terminate this Agreement, close the exhibit/vendor space and remove the Exhibitor's/Vendor's property if Management determines, in its sole discretion, that Exhibitor/Vendor is not eligible to participate in the Event or that the Exhibitor's/Vendor's product is not eligible to be displayed in the Event. Each space does not include any materials. Exhibitors/Vendors that are renting materials for this Event from suppliers (*canopies, tables, chairs, & any other materials*) are held solely accountable for those items until those items are received by the rental company.

16) Exhibitors/Vendors bear the full responsibility for cleaning the assigned space at the end of the Event, and shall at all times during the Event keep their display area in a clean and professional condition. Garbage generated by the Exhibitor/Vendor is the responsibility of the Exhibitor/Vendor and shall be disposed of in a timely fashion.

17) Neither Exhibitors/Vendors nor others may sell pets of any kind, on or near the event grounds.

18) Drinking Alcoholic beverages in booths, or anywhere on the grounds, is not permitted.

19) Smoking is not permitted in any of the Essa Agriplex buildings, tents, barns, or public washrooms.

20) **FOOD CONCESSION VENDORS:** Vendor is required to provide Management with a 'Special Event Food Permit' from the Simcoe Muskoka District Health Unit, no later than September 5th. Contact their office: 705-721-7520

21) **INSURANCE:** The Exhibitor/Vendor is solely responsible for the placement and cost of comprehensive liability insurance on all products and operations, and to provide proof of insurance upon request.

22) If, because of fire, logistical problems, government regulations, public catastrophe, or other cause beyond the control of Management, the Event or any part thereof is prevented from being held, is cancelled by Management, or the Exhibit Space or any part thereof becomes unavailable, Management shall have no liability to Exhibitor/Vendor, except that Management, in its sole discretion, shall determine and refund to the Exhibitor/Vendor its proportionate share of the balance of the aggregate exhibit fees received which remains after deduction of any expenses incurred by Management and reasonable compensation to Management, but in no case shall the amount of the refund to the Exhibitor/Vendor exceed the amount of the exhibit fee paid.

23) If any part of this Agreement is found invalid, the remaining provisions shall remain unaffected and enforceable. Any Management decision, selection of any course of action, or exercise of any right or remedy is at its sole option and discretion and does not waive or prejudice Management as to any other choice. Management's failure at any time to require Exhibitor's/Vendor's strict compliance with and any part of this agreement shall not thereafter waive or reduce Management's right to require strict compliance with the same or any other provisions of the Agreement.

* By signing below, the Sponsor/Exhibitor agrees to have read all Terms and Conditions and to abide by this Contract.

Upon acceptance, this 'Sponsor Application' becomes a Contract and Invoice

Company Name

Authorized Signature / Title

Date

No exhibit space will be assigned, or reserved, by phone or email.

Please retain a copy of this contract, including Terms and Conditions for your reference.

BARKFEST INC

10 Royal Orchard Blvd., PO Box 53022, Thornhill, Ontario L3T 3C0 EMAIL: info@barkfest.ca TEL: 647-227-6000