



BARKFEST DOG FESTIVAL & Harvest Fall Food Fair

SEPTEMBER 26-27, 2015 | 9:30 am - 4:30 pm
Essa Agriplex, Thornton (Barrie) ON

EXHIBITOR Registration

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

Exhibitor Information (please print)

COMPANY NAME _____

CONTACT _____ TITLE _____

ADDRESS _____

CITY _____ PROV. _____ POSTAL CODE _____

PHONE _____

EMAIL _____

WEBSITE _____

SPECIFY PRODUCTS/SERVICES TO BE EXHIBITED: _____

Will you require electricity? YES* NO

* **HYDRO** (120v, 20 amp) is available at an additional cost of **\$50 + HST**. Please contact us for details.

• **FULL PAYMENT** is due at the time of application. For more information, please email us at: info@barkfest.ca or call **647-227-6000**

** **FOOD CONCESSION VENDORS** must provide a '**Special Event Permit**' issued by the Simcoe Muskoka District Health Unit by Sept 1, 2015. For info, please contact the SMDHU directly at 705-721-7520.

Booth Spaces

EXHIBITORS / VENDORS

- 10' x 10' Booth Space**
\$225 + 13% HST = \$254.25
- 20' x 10' Double Space**
\$400 + 13% HST = \$452.00

DOG RESCUES & REGISTERED CHARITIES

- 10' x 10' Booth Space**
\$50 + 13% HST = \$56.50

FARMERS' MARKET Participants

This rate is available only to vendors who sell exclusively at local Farmers' Markets. (Management pre-approval is required)

- 10' x 10' Booth Space**
\$50 + 13% HST = \$56.50

Do you exhibit exclusively at Farmers' Markets?

- YES NO

COMMERCIAL FOOD TRUCKS &/or CONCESSION STANDS**

- Up to 20' x 10' Space**
\$600 + 13% HST = \$678.00

After completing this Exhibitor Registration and signing page 3, please forward a copy of all pages to us, with payment.

OFFICE USE ONLY:



If paying by cheque, please make payable to '**BARKFEST INC**' and mail to:
BARKFEST, 10 Royal Orchard Blvd., PO Box 53022, Thornhill, ON Canada L3T 3C0

For greater convenience, you may email this completed form and submit payment via:

- ✓ **INTERAC e-Transfer**... please specify our email address: info@barkfest.ca
- ✓ **PayPal** (paypal.com)... account name is info@barkfest.ca

2015 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 26 & 27, 2015.
- 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 are due by Sept 1, 2015.** 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 has fully paid.
- 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) SHARING &/or SUBLETTING of booth space, including any other use of the space not authorized by Show 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. 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 **9:30 am – 4:30 pm** both days. All booths must be completely set-up 30 minutes before show opening. Vendors are prohibited from dismantling their booths before the 4:30 pm closing time, without prior permission from show management. Failure to do so will forfeit your right to attend future shows.
- 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, Management does not provide 24-hour security. Vendors should remove valuables, cover, and secure their booths after 5pm. 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.

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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) **FARMERS' MARKETS PARTICIPANTS:** To be considered and approved for this special \$50 booth rate, potential Vendors must acknowledge and confirm in writing that they only exhibit exclusively at Ontario Farmers' Markets. Otherwise the Regular Exhibitor booth rate applies.

18) Pet sales of any kind, are NOT permitted on or near the event grounds. Also, same-day adoptions are NOT permitted at the Festival.

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

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

21) **FOOD CONCESSION VENDORS**, & others preparing food on site, are required to provide Management with a '**Special Event Permit**' from the Simcoe Muskoka District Health Unit (SMDHU), by Sept 1st. It is YOUR responsibility to ensure all SMDHU guidelines are met. Refunds will not be issued if you are unable to attend due to missed deadlines or SMDHU violations. Please contact their office for more info: 705-721-7520.

22) **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.

23) 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.

24) 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 Vendor/Exhibitor agrees to have read all Terms and Conditions and to abide by this Contract.
Upon acceptance, this 'Exhibitor Registration' 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

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