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# WELLAND FLOATFEST 2018 RETAIL VENDOR AGREEMENT

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THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2018

BETWEEN:

Welland Floatfest (herein called "Organization")

and

\_\_\_\_\_  
(herein called the "Participant")

WHEREAS Welland Floatfest is organizing and sponsoring an event call the "Welland Floatfest" (Floatfest) to be held at Scuba Park, in the City of Welland, in the Province of Ontario, on July 8th, 2018.

AND WHEREAS the Organization wishes to enter into an agreement with the Participant to sell "\_\_\_\_\_" at Floatfest as is agreed upon herein.

NOW THEREFORE this Agreement witnesses that in consideration of the mutual covenants and agreements herein and subject to the terms and conditions set out in this Agreement, the parties agree as follows:

1. The Participant shall pay the sum of Fifty Dollars (\$50.00) at the time of registration as a fee to the Organization to become an official participant to sell "\_\_\_\_\_" as is agreed to herein. The fee is non-refundable except in the event of cancellation of Floatfest by the Organization.
2. The size of the Participant's area shall be 10 feet x 10 feet.
3. The Participant shall attend Floatfest and be open for business at all times during the following hours: Sunday, July 8th, 2018 from 12:00pm until 8:00pm (or as agreed by the parties) with setup between 8:00am and 10:00am.
4. The parties agree that the Participant shall be restricted to the sale of "\_\_\_\_\_".
5. The Participant agrees to sell no items except as specifically set out and authorized in this Agreement.
6. All equipment & amenities are the sole responsibility of the Participant. The Organization does not supply tents, tables, chairs or electricity.
7. The Participant shall at all times have in force an insurance policy in a minimum amount of Two Million Dollars (\$2,000,000.00) covering public liability, bodily injury, food products' liability and property damage. The Organization shall be named as additional insured on such policy and a Certificate of Insurance in conformity herewith shall be delivered to the Organization at the time of registration.
8. The Participant shall be responsible for all permit fees or vendor permits required by law. The Participant shall have fire extinguishers and the site to the extent required by fire regulations of the City of Welland and shall comply generally with all laws and regulations of the City of Welland and the Regional Municipality of Niagara, in relation to its operations under this Agreement.
9. The Organization will not provide overnight security on the site and will not be responsible for loss or damage to the Participant's site or to the contents thereof.

10. The Participant agrees to indemnify and hold harmless the Organization from and against any and all claims, including without limitation, claims for personal injury or loss or damage to property arising from or out of any matter whatsoever, which occurs as a result of the Participant's action or inaction in connection with the operation of Floatfest. This indemnity includes compensation for costs, counsel fees, expenses, and liabilities incurred through any such claim.
11. The Participant agrees to return a signed copy of this Agreement to the Organization through Leanna Villella, Vendor Chair at 59 Church Street in Welland, Ontario.
12. It is agreed between the parties that neither party shall be held responsible for damages caused by delay or failure to perform his undertakings under the terms of the Agreement when the delay or failure is due to fires, strikes, floods, acts of God or the Queen's enemies, lawful acts of public authorities, or delays or defaults caused by common carriers, which cannot reasonably be foreseen or provided against.
13. No change or modification of this Agreement shall be held valid unless it be in writing and signed by each party.
14. This Agreement is not assignable without the prior written consent of the Organization. Any attempt to assign any of the rights, duties or obligations of this Agreement without written consent is void.
15. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it.
16. The Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.
17. The parties each acknowledge having obtained their own independent legal advice with respect to the terms of this Agreement prior to its execution.
18. This Agreement shall enure to the benefit of and be binding on the respective heirs, executors, administrators and assigns of each of the parties.
19. Each Participant is solely responsible for the proper design, fabrication, erection, and dismantling of their booth, tent, canopies, signs and displays. It is the Participant's responsibility to properly secure all of these items so as not to pose a danger (during both favourable and adverse weather conditions) to any other person or property.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals on the day and year first written above.

SIGNED and DELIVERED

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Witness

Welland Floatfest

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Name:

I have authority to bind this agreement.

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Participant Name:

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Telephone Number: