



## EXHIBITOR & VENDOR APPLICATION

All Vendors must complete, sign and submit this full application package along with applicable addendum documentation 30 Days prior to the Event. Cheques can be made out to "Martyrs' Shrine" and mailed to Martyrs' Shrine at 16163 Hwy 12 West. P.O. Box 7 Stn. Main, Midland ON L4R 4K6 to the attention of our Communications Office. For questions or assistance, please contact [communications@martyrs-shrine.com](mailto:communications@martyrs-shrine.com) or call 855-526-3788, Ext. 237.

**Payment Method:**  Cheque Enclosed  Cash Enclosed  Payment Processed over the Phone

### EVENT INFORMATION

Event Name: \_\_\_\_\_ Event Date: \_\_\_\_\_

Event Hours: \_\_\_\_\_ Move-In Time: \_\_\_\_\_ Take-Down Time: \_\_\_\_\_

### VENDOR INFORMATION

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

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

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Bus Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Website: \_\_\_\_\_

Will you be using a barbecue or propane: Yes  No

Will you be bringing your own generator: Yes  No

Will you be exhibiting out of a trailer: Yes  No

Will you be exhibiting under a canopy: Yes  No

Please list the products you will be selling: (If more product needs described, please attach list to the Application)

(1) \_\_\_\_\_ (2) \_\_\_\_\_

(3) \_\_\_\_\_ (4) \_\_\_\_\_

#### IMPORTANT ADDENDUM DOCUMENTATION TO INCLUDE:

- Please include images of your key products you wish to sell and a brief 150 word description of your business (for media promotion).
- Please attach a copy of your General Liability Insurance (See Page 3)
- If applicable, please attach a list of the Premiums you intend on distributing during the Event (See Page 3)
- If you are a Food Vendor, please attach a copy of your [Simcoe Muskoka District Health Unit Vendor Permit](#)

Description	Daily Rate	Qty	Total
Retail Vendors (10' x 20' Space)*	\$80.00		
Food Vendors (10' x 20' Space)*	\$140.00		
*Please note that Martyrs' Shrine will not be offering electrical, potable water or wastewater utilities or equipment rentals this season.		Subtotal	
		Clean-up Deposit (Food Vendors Only)	\$100 (Issued on separate cheque)
		<b>TOTAL</b>	

I HEREBY DECLARE THAT I HAVE READ AND UNDERSTAND AND WILL ABIDE BY THE EXHIBITOR & VENDOR TERMS AND CONDITIONS AS DESCRIBED ON PAGE 2 AND 3 OF THIS DOCUMENT. I HEREBY CONFIRM THAT MARTYRS' SHRINE IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR INJURY, HOWSOEVER CAUSED, TO ANYONE UNDER MY EMPLOY, OR TO ANY CUSTOMERS OR VISITORS TO MY VENDING PREMISES WHILE OPERATING OR REMAINING ON SITE DURING THE AFOREMENTIONED EVENT:

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**1. OFFICIAL AGENT:** Martyrs' Shrine's event management team, herein referred to as the "Event Manager" is the exclusive and official agent for Martyrs' Shrine with regard to the sales and management of all Vendor Space including display, exhibit, promotion, sampling, and vending at the Event (See Page 1).

**2. EVENT DATES:** Various events take place throughout the year at the Martyrs' Shrine located at 16163 Hwy 12 W, Midland, Ontario (hereinafter referred to as the "Site").

**3. EVENT TIMES:** Events operate within the window of 8:30am to 9:00pm when the Site is open to the general public. Please note that vehicle access will be restricted to specific areas within the Site during these times.

Vendor move-in will commence at 8:00am on event days and must be completed by 9:00am, unless otherwise stated by the Event Manager. Vendors are expected to be at the Site no later than 8:30am and not leave until the agreed upon time discussed with the Event Manager. All Vehicles must be removed immediately upon unloading of equipment and materials. Move-out will begin same day no later than 8:00pm or after significant crowd dispersal and must be completed by 9:00pm.

**4. LICENSE:** Upon acceptance of this agreement, the Event Manager will grant to the Vendor a nonexclusive license to enter upon and use the assigned Vendor Space(s) within the Site for the sole purpose of the display, exhibit, promotion, sampling or sale of goods and services identified and approved. Further the Vendor agrees to honour all official event suppliers and sponsors as designated by the Event Manager.

**5. VENDOR SPACE:** The Event Manager cannot guarantee that any Vendor will have a particular location or position at the Event. Event Managers will have the sole authority with respect to assigning of locations. All activities by the Vendor will be restricted to the location(s) hereinafter referred to as the "Vendor Space" that is designated for and assigned to the Vendor by the Event Manager and may or may not include the right to vend or sell products or services or conduct sampling. While using the Vendor Space, Vendors shall:

(1) Ensure that Vendor Space is completely setup, operable and staffed during all Event operating hours unless otherwise approved by the Event Manager.

(2) NOT to permit any person other than its employees to use any part of the Vendor Space.

(3) NOT to conduct any activity other than activities approved in writing by the Event Manager.

(4) Keep the Vendor Space and associated tent and equipment in a clean and tidy condition at all times to the satisfaction of the Event Manager.

(5) If serving food and beverages, ensure that the food and beverages are stored, prepared and served in accordance with all municipal bylaws, regulations, and requirements and all provincial and federal laws for the preparation and service for food and beverages.

(6) Remove all litter from the Vendor Space and ensure that it is placed in the refuse bins provided by the Event Manager.

(7) If tent is supplied by Event Manager, NOT to make any alterations, decorations or additions to the interior or exterior of event supplied tent(s) nor install any fixtures, fittings or signage without prior consent of the Event Manager.

(8) NOT to cause any strain by placing excessive weights on the floor, walls or ceiling of the event supplied tent where applicable.

(9) NOT to interfere with or cause any interruption of the electrical service to your Vendor Space or any other vendor.

(10) NOT to use any bottled gas or gas equipment in or adjacent to the Vendor Space or any other location on the Site without the prior written approval of the Event Manager and the applicable municipal, provincial and federal regulatory agencies.

(11) NOT to use or permit the distribution of free product sampling on the Site unless prior written approval has been obtained by the Event Manager.

(12) Ensure any electrical equipment required in the Vendor Space is approved by the Event Manager prior to its installation by the Vendor. It shall be installed in conformity with all appropriate building codes, permits or regulations and shall be properly insulated and used in such a manner that it is not dangerous or obstructive.

(13) Ensure that all generators are small, quiet and recently inspected and/or serviced to reduce fuel exhaust fumes. All generators must have proper licenses and permits as required by the Electrical Safety Authority, and may be subject to inspection at an additional fee. The Martyrs' Shrine, Event Manager and/or the Electrical Safety Authority maintain the right of removal of any generators that do not meet the necessary standards or is deemed too loud.

(14) Be responsible for hiring, training and, where appropriate licensing, all preparation, service and clean-up staff and shall comply with the Employment Standards Act and the Occupational Health and Safety Act for the Province of Ontario.

(15) Be responsible for all supplies and services required to operate the Vendor Space including but not limited to paper and plastic cups, plates, knives, forks and spoons.

(16) Be responsible for the safety and security of their product, displays, fixtures, equipment, vehicles and all other such items that the Vendor may bring on to the Site during the Event including the move-in and move-out periods.

(17) Agree and ensure that all employees, officers, agents service providers, etc. shall comply with all terms and conditions of this agreement and further agrees that the Event Manager may, from time to time, give the Vendor further reasonable instructions that will not interfere with the principle use of the Vendor Space and the Vendor shall ensure that these instructions are complied with by its employees, officers, agents service providers, etc.

**6. VENDOR'S PROPERTY:** Vendor's Property including but not limited to, displays, merchandise, fixtures, equipment, vehicles, etc. that are brought on to the Site during the Event including the move-in and move-out periods shall be brought on to the Site at the Vendor's own risk and neither Martyrs' Shrine nor the Event Manager may be held responsible for the loss or damage of

any property of the Vendor, its officers, agents, employees resulting from any cause whatsoever.

**7. TENTS:** Tents that are not provided by the Event Manager are the responsibility of the Vendor. All tents must be erected by the Vendor in accordance with all municipal bylaws, regulations, and requirements and all provincial and federal laws. All tents must be secured/weighted down with sufficient weight to ensure they are safely secured for all weather conditions.

**8. POWER:** Power is NOT available at all locations but may be requested and purchased in advance for an additional fee as per the above enclosed order form if available.

**9. WATER:** Potable water is not available on Site. If water is required, it is the responsibility of the Vendor and the Vendor must ensure that they comply with all municipal by-laws, regulations, and requirements and all provincial and federal laws related to the use and disposal of water and/or other liquids.

**10. GARBAGE AND CLEAN-UP:** Vendors are responsible for the clean-up of their Vendor Space. All garbage generated as a result of their operation must be put in designated bins, dumpsters and pick up areas for pick-up and disposal by the end of the Event. All vendors and exhibitors must leave their Vendor Space(s) as they found it, clear of all garbage, grease stains, and oil spills. Failing to do so, will result in fines and clean up fees billed to the Vendor.

**11. PERMITS & TAXES:**

(1) Exhibit Permits: Each Vendor is responsible for obtaining and maintaining all permits and licenses required for the operation of their Vendor Space including without limitation those required by the the Township of Tay, the Province of Ontario and all applicable health authorities and all applicable liquor licensing agencies where applicable.

(2) Taxes: Each Vendor is responsible for collecting, reporting and paying applicable HST and any other applicable Tax relating to all Vendor sales.

**12. PAYMENTS:** No Vendors will be allowed to set up on-site until all monies owed including exhibit fees, taxes, permits, service fees, etc. are paid in full. A \$50 administrative fee will be charged to the Vendor for all NSF cheques.

**13. CANCELLATIONS:** No Vendor will receive a refund should they look to cancel this agreement or reduce the number of Vendor Space(s).

**14. LATE ARRIVALS/EARLY DEPARTURES:** Vendors who arrive after 8:30am or leave before the agreed upon time may have their space reassigned moving forward. As well, they will receive a warning. After three warnings they will be removed from the Event with no refund. Vendors who cannot attend must provide one week written notice to the Event Manager.

**15. ORDERS/RENTALS:** The Event Manager will only accept orders upon receipt of the completed and accepted Exhibition & Vendor Application and the required payment(s). All orders will be processed on a first paid first served basis. The Vendor is responsible for all loss or damage to equipment, however caused, through the rental period. Willful abuse, negligence, theft, or missing items are the total responsibility of the Vendor.

Unreturned items will be billed at replacement value. The Vendor agrees to properly protect, safeguard and operate all equipment while it is in its possession and to return equipment to Event Management at the expiry of lease.

**16. PRIVATE VENDING:**

(1) Private Vending sites at the Event and or on the Site will not be permitted.

(2) Any Vendor involved directly or indirectly, through the supplying of products to Vendors not in possession of a valid Event Vendor permit or in a location other than that which the Event Manager has approved, will result in Event Manager withdrawing the Vendor permit without financial reimbursement and removing the Vendor from site.

(3) Any Vendor involved directly or indirectly in the selling of products that are not consistent with the image or spirit of the Vendor permit and or products that have not been previously approved by the Event Manager may result in the closing of Vendor's Vendor Space(s) and/or the confiscation of all or a portion of the Vendor's product and/or the removal of the Vendor and their product from the Site without any financial reimbursement.

(4) Event Manager reserves the right to approve all products and services to be displayed, exhibited, promoted, sampled and sold. Said approval shall not be unreasonably withheld provided all products are appropriate for displaying or vending at the Event.

(5) All branded products must be officially licensed or purchased from the brands official licensee.

(6) Products and services may not advertise or promote brands that compete with the Event's official sponsors, partners and suppliers.

**17. ADVERTISING:**

(1) Vendors are permitted to place or erect advertisements, banners, pennants, flags, symbols, logo decals, signs, posters or displays in the Vendor Space provided that they are in keeping with the image or spirit of the Vendor and/or the theme of the event. Vendors may not advertise or promote brands that compete with the Event's official sponsors, partners and suppliers and the Event Manager and/or the Martyrs' Shrine reserves the right to require the Vendor to remove any conflicting or offensive advertising material without any financial reimbursement.

(2) It is strictly forbidden to use the Event name or logo or any other Event affiliated, associated, or related names, logos or trademarks without the authorization of the Event Manager.

(3) It is strictly forbidden to sell any merchandise, (e.g. clothing, souvenirs etc.) carrying the official name or logo of the Event

without the prior written approval of the Event Manager.

**18. PREMIUMS:** Vendors are permitted to use merchandise, premiums and promotional material in connection with any promotional activities on site, such as; giveaways, self-liquidating programs, joint merchandise programs, sales incentive programs, door openers, traffic builders or any other promotional program for publicity purposes or in connection with any similar method of merchandising designed to promote their Vendor Space and/or the sale products or services at their Vendor Space. Vendors may not use merchandise, premiums or promotional material that promote brands that compete with the Event's official sponsors, partners and suppliers. The Event Manager and/or the Martyrs' Shrine reserves the right to require the Vendor to remove any conflicting or offensive merchandise, premiums or promotional material without any financial reimbursement.

**19. ACCREDITATION / PARKING PASSES / SERVICE PASSES / VEHICLE ACCESS:**

(1) ACCREDITATION PASSES: Given that the Event is a "free event", no Vendor accreditation passes will be issued.

(2) PARKING PASSES: No Vendor Parking Passes will be issued. We are unable to provide exclusive parking for Vendors, and parking in some areas of the Site may be limited or restricted.

(3) VEHICLE ACCESS: Supply vehicle access is limited to the following schedule: Event Day between 8:00-8:30am and 7:00-8:00pm, unless otherwise stated by the Event Manager.

**20. INSURANCE:** The Vendor agrees to the following insurance requirements and shall:

(1) Maintain comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage with the Martyrs' Shrine included as additional insureds.

(2) Provide the Event Manager with an insurance certificate that will confirm these coverages for the entire period of the Event and that the policies contain severability of interest and cross liability clauses. This certificate of insurance must be provided to the Event Manager no later than your first scheduled Event day. Failure to provide the insurance certificate could result in cancellation of this Agreement at the Event Manager's sole discretion.

(3) Acknowledges that its equipment and property at the Event is not protected by insurance against fire, theft, vandalism, etc. by the Event and the protection of such is the responsibility of the Vendor.

**21. LIMITATIONS OF LIABILITY:** Management will provide adequate and reasonable security for the Event. However, neither

Event Management nor the Martyrs' Shrine nor any of their respective directors, officers, employees, agents or subcontractors (collectively, the "Releasees") will be liable for, and the Vendor hereby releases and forever discharges the Releasees from and against, any and all subcontractors arising out of or in any way related to the Vendor's use and/or occupation of Vendor Space, the Vendor's attendance at and participation in the Event, or the acts or omissions (negligent or otherwise) of the Vendor, its employees, agents or sub-contractors, notwithstanding that such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees. The Vendor's products, property and exhibits/displays while at the Event shall be at the sole risk of the Vendor.

**22. INDEMNIFICATION:** The Vendor agrees to the following indemnification requirements and shall fully indemnify and hold the Releasees, and each of them, harmless from and against any and all losses, damages, actions, claims, liabilities, costs, expenses, rights and demands of any nature or kind whatsoever, including but not limited to personal injuries, death, disability, property damages, and legal fees and expenses for litigation and settlement, arising out of or in any way related to the license granted hereunder, any occurrence in or upon or at the Event, the Vendor's use and/or occupation of Vendor Space, the Vendor's attendance at and participation in the Event, the Vendor's violation of any laws or ordinances the violation or breach of any provision of this Agreement by the Vendor, or the acts or omissions (negligent or otherwise) of the Vendor, its employees, agents or sub-contractors, notwithstanding that any such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees.

**23. VENDOR APPOINTED CONTRACTORS (VAC):** Vendors who desire to use an VAC to set up and/or dismantle their Vendor Space(s) must provide the Event Manager with the following information no later than 7 days prior to the affected Event day: a) name address, and telephone number of the VAC; b) name of the supervisor to be in attendance; c) a valid certificate of insurance with minimums of \$100,000 workmen's compensation and employer's liability. General liability coverage must provide for \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage; and d) a statement that the VAC shall comply with Vendor Terms and Conditions. All Exhibitors shall ensure that all employees or contractors will be governed by the Employment Standards Act and Occupational Health and Safety Act for the Province of Ontario.

**24. FORCE MAJEURE and ACTS OF GOD:** Martyrs' Shrine and the Event Manager shall have no liability whatsoever for any matter or thing resulting from strikes, riots, crime, lockouts, fire, act of terrorism or war, or an event described by the legal term "Act of God" such as hurricane, flooding, earthquake etc. that shall prevent one or both parties from fulfilling their obligations herein.