



Lions Club of Fenwick
Classic Car Show
Exhibitor Contract
September 9, 2017



Centennial Park, 999 Church St.

Type in highlighted areas, print and mail or email to : info@fabulousfenwicklions.org

Business Name: _____

Contact: _____ Email: _____

Description of Business (complete list of products): _____

Address: _____

Postal Code: _____ Phone: _____

No. of Spaces: _____ @ \$50.00 = _____

The Fenwick Lions Club limits the number of Vendors and all Vendors must be pre-approved before submitting payment. Make cheque payable to Fenwick Lions Club.

PAYMENT

I acknowledge and have read the Terms & Conditions listed on page 2 Space Application & Contract Terms & Conditions and agree to comply with these regulations.

Applicant: _____

Date: _____

Signature: _____

Complete this form and submit to:

Fenwick Lions Club, 999 Church St., Box 373, Fenwick, ON L0S 1C0

SPACE APPLICATION & CONTRACT TERMS & CONDITIONS

THAT AND FOR in consideration of the premises and of the mutual covenants of the parties, The Lions Club of Fenwick Inc. (herein after referred to as "Management" or "Show Management") does hereby demise, let and lease unto the signed (hereinafter referred to as "Exhibitor") and Exhibitor does hereby hire and take from Management, exhibition space subject to the rules and regulations hereinafter set out and upon the following terms and conditions.

1. TERM: The term of this lease shall commence at 8 am Saturday September 9, 2017 for Exhibitors, and shall end at 6 pm Saturday September 9, 2017, in accordance with the rules and regulations to allow for installation and removal of exhibits.

2. RENTAL AND CONTRACT EXECUTION: Rentals shall be paid upon the following terms in order to GUARANTEE EXHIBIT SPACE: Full payment due with signed contract.

3. ASSIGNMENT OF EXHIBIT SPACE: (i) It is understood by Exhibitor that Management may not be able to assign to Exhibitor the square footage and location applied for. In that event, Management may notify Exhibitor of the square footage and location available upon receiving signed contract and payment on said space. Unless otherwise specifically agreed by Management rental shall be paid within times outlined in condition 2 of this contract otherwise management cannot guarantee space availability.

(ii) Show Management reserves the right to allot alternate exhibit space in the event that space selected is not available. Exhibit space may not be sublet or transferred to another Exhibitor without prior written authorization of Show Management.

4. THE EXHIBITOR: (i) Full payment is compulsory in advance of move-in dates. Management reserves the right to determine eligibility of Exhibitors and appropriateness of Exhibitors before acceptance of contract.

(ii) The Exhibitor shall, prior to acceptance of this contract by Show Management, submit a list of products intended to be exhibited at the Show for approval by Show Management in its sole discretion. The Exhibitor shall, at all times, be the authorized agent of all products intended to be placed on display at the Show. Show Management reserves the sole right in its discretion to take whatever action it deems necessary to enforce the provisions of this paragraph including cancellation of Exhibitor's space and the retention of the full amount of all sums paid by the Exhibitor.

5. LIABILITY: Adequate and reasonable watchmen and security will be provided at all times by Management and the above premises. **Neither the management at the above premises nor Show Management shall be liable for the damage, loss or other destruction to the exhibits by reason of fire, theft, accident or other destructive causes and each Exhibitor shall lease exhibit space at his sole risk. Neither the management of the above premises nor Show Management, nor any of their agents, servants and employees will be accountable or liable for the accidents to Exhibitors, their agents or employees.**

The Exhibitor shall be liable to the above premises and/or Show Management for any damages to the building/or the property and fixtures contained therein which shall occur through acts or omissions of the Exhibitor.

6. LIABILITY INSURANCE: The Exhibitor shall obtain and keep in force liability insurance in the amount of at least one million dollars Canadian. Such liability insurance will include coverage for bodily injury and property damage; and include coverage for both products and operations. The Exhibitor shall at all times be responsible for insuring against any and all loss due to fire, theft, accident and all other perils and neither the management of the above premises nor Show Management are intended to be insurers and nor are they intended in any way to be liable or accountable to the Exhibitor, its agents, servant or employees, respecting any loss or damage of any nature whatsoever regardless of cause.

7. EXHIBITOR'S CONDUCT: The Exhibitor shall not conduct himself in such a manner or operate his equipment at a level of sound that is determined at the sole discretion of Show Management to be detrimental to the welfare of the Show or of other exhibits. Show Management reserves the sole right at its discretion to take whatever action is necessary to enforce the Exhibitor to observe the foregoing.

8. EXHIBITOR'S BOOTH: Exhibitor will be responsible for the arrangement of all the equipment and displays in his own booth. All equipment and materials used by the Exhibitor in his exhibit must conform with and meet the requirements of Exhibitor Rules and Regulations, and applicable Federal, Provincial and Municipal regulations.

9. CANCELLATION POLICY: Upon cancellation of this contract by Exhibitor (whether or not the space is resold), Exhibitor will be liable for Management's service costs as of that date. All payments non-refundable after August 31, 2017

10. TERMINATION OF EXHIBIT: In the event the premises where the display is to be held, in the sole determination of the Show Management becomes unfit for occupancy or are substantially interfered with by reason of picketing, strike, embargo, injunction, act of war, act of God, fire, computer systems failure, declared by any Governmental agency or by virtue of any ordinance or law of any Municipal, Provincial, or Federal Government agency, or any other act beyond the control of the Show Management this Agreement may be terminated by the Show Management. In the event of such termination, the Exhibitor waives any and all damages and agrees that the Show Management may, after deducting all costs and expenses, including a reserve for claims, refund to the Exhibitor, as and for complete settlement and discharge of all said Exhibitor's claims and demands, his pro-rata amount of all funds paid by all Exhibitors.