



WYE MARSH

Escape . . . Explore . . . Experience

FRIENDS OF WYE MARSH INC.

16160 Hwy #12, P.O. Box 100

Midland, ON, L4R 4K6

Tel: (705) 526-7809

<https://www.wyemarsh.com/>

VENDOR / EXHIBITOR APPLICATION

2019 Sweetwater Harvest Festival

Saturday March 28th & Sunday March 29th, 2020 10am – 4pm

CONTACT INFO:

Name of Vendor / Exhibitor: _____

Address: _____

Contact Person (Exhibitor): _____

Telephone #: (_____) _____ Email: _____

Do you represent a not-for profit organization: YES NO

Description of Exhibit and/or Products:

Other markets, festivals etc. for which you have been an exhibitor:

EXHIBITOR FEES:

Fees are for the days and times noted herein. Cancellation fees of 50% of exhibitor fees are applicable if exhibitor cancels thirty (30) days or more prior to the Event, and 100% of exhibitor fees if exhibitor cancels less than thirty (30) days prior to the Event. Fees will not be pro-rated for partial days.

Outdoor Booth, Saturday and Sunday 10:00 a.m. to 4:00 p.m.

Exhibition space is 10' x 10'. Please contact Wye Marsh as noted below if you require a larger space or want to request a specific location. Any and all equipment or materials required by exhibitor must be provided by exhibitor.

Not for Profit Outdoor Booth: FREE Outdoor Vendor Booth: \$90 + HST

Indoor Booth, Saturday and Sunday 10:00 a.m. to 4:00 p.m.

Exhibition space is 10' x 10'. Please contact Wye Marsh as noted below if you require a larger space or want to request a specific location. Vendors are responsible for their own tables and chairs. Please note that traditionally there is more foot traffic at the outdoor vendor area than at the indoor vendor area.

Not for Profit Indoor Booth: FREE Indoor Vendor Booth: \$90 + HST

Payment must accompany this agreement to secure your booth space. We accept VISA, MasterCard, Debit and Cheques. Please make cheques made payable to: Friends of Wye Marsh Inc.

Please submit this form with payment, and direct any questions to:

Amanda Swick 705-526-7809 (ext. 217) aswick@wyemarsh.com

Wye Marsh looks forward to working together to have yet another successful Sweetwater Harvest Festival!



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Friends of Wye Marsh Inc. (FOWM) shall provide Exhibitors exhibit space at the Sweetwater Harvest Festival (the "Event") under the following terms and conditions.

1. Only Exhibitors that have contracted with FOWM will be permitted to display or demonstrate its products, processes at or services at the Event. If exhibitor's materials fail to arrive, or if for causes beyond its control, exhibitor is prevented from using it space, exhibitor is nevertheless responsible for its space rental fee.
2. FOWM may, at its sole discretion, prohibit, restrict and / or evict exhibits which are, in the opinion of FOWM, objectionable for any reason, including, but not limited to, danger, noise, glaring or flashing lights, safety and method of operation, objects on display or method of display. FOWM may prohibit, restrict and/or evict any exhibit which may detract from the general character of the Event or which violates any term of this Agreement. FOWM may further restrict, prohibit and/or evict any exhibit with objectionable persons, things, conduct, printed matter or anything else FOWM judges to be objectionable. In the event of such prohibition, restriction or eviction, FOWM shall not be liable for any refunds of rental or other expenses.
3. Exhibitor assumes all responsibility for the use of any and all copyrighted, licensed, or patented materials, including, but not limited to, music, video, or printed matter which may be protected under the laws of Canada. Exhibitor is solely responsible for securing any and all appropriate rights to use such materials and for the payment of any and all royalties, license fees or other amounts associated with the use of such materials.
4. FOWM will confer with exhibitor as to the placement of the exhibit; however, FOWM reserves the right to assign space or rearrange exhibit space and/or to relocate any exhibit to further the best interest of the Event. FOWM will assign space guided by the exhibitor's priorities, by the exhibitor's requirements and by the availability of locations.
5. Exhibitor shall not assign, sublet or share any part of its space.
6. Exhibitor shall not sell any raffle tickets at the Event.
7. No demonstration, promotion, or advertising shall be permitted outside of exhibitor's assigned exhibit space. Exhibitor shall not distribute any materials, including but not limited to, samples, souvenirs, or advertising materials outside of the exhibitor's contracted-for exhibit space. No exhibitor shall, in any other way, occupy or use the facilities for any purpose inconsistent with this Agreement.
8. FOWM provides limited security but shall not be liable or responsible for any loss, theft or damage to the property of exhibitor, its employees or representatives. Further, FOWM will not be liable for damage or injury to persons or property during the term of this Agreement, from exhibitor, its employees, representatives or assigns. Exhibitor acknowledges that certain activities at the Event, especially during set-up and tear-down, can be dangerous, and exhibitor, on behalf of itself and each member of its exhibit staff, assumes such risk and waives any liability on the part of FOWM and assumes all liability for such risk. Exhibitor shall, at its own expense and the duration of the Event, maintain in good standing liability insurance for an amount not less than two million Canadian dollars (\$2,000,000). At least one week prior to the first day of the Event the exhibitor shall provide FOWM with proof of such insurance, with FOWM as a named insured. Exhibitor shall ensure it and its employees have sufficient Workman's Safety Insurance Board (WSIB) insurance as required for the term of the Event.
9. Exhibitor agrees to indemnify and hold and save FOWM whole and harmless from and against any and all claims, charges, complaints, liability, losses, demands, actions, damages, expenses, judgments, settlements and/or costs of any nature whatsoever which shall result, directly or indirectly, wholly or in part, by any act, omission, negligence or conduct of exhibitor or exhibitor's employees, representatives, agents, servants, contractors, patrons, guests, licensees, invitees, or assigns, at or related to the Event, including, but not limited to any such costs in connection with a violation of any laws or regulations, any dangerous or hazardous materials, any damage, injury, or loss to persons and/or property and any costs, including attorneys' fees, incurred by FOWM in connection with the enforcement of this agreement.
10. FOWM reserves the right to use exhibitor's name in any advertising, promotion or marketing associated with the Event. FOWM does not, however, guarantee exhibitor inclusion in such materials.

Agreement Date _____ Exhibitor Signature _____

Authorized Date _____ Wye Marsh Representative _____