



**EXHIBITOR CONTRACT – DOWNTOWN SUMMERFEST**

Sunday July 15<sup>th</sup>, 2018

Between:

Prince George Downtown Business Improvement Association (DPG)  
1406 - 2nd Ave, Prince George, B.C. V2L 3B6

And:

\_\_\_\_\_ (“Exhibitor”)

Exhibitor Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_

This license shall only be effective after DPG has delivered to the Exhibitor a copy of this agreement, with the approval of the DPG noted thereon.

**CANCELLATION:**

- At any time until 10:00 am on July 15<sup>th</sup>, 2018 DPG may, in its absolute discretion, cancel this agreement, upon returning to the Exhibitor any payments made to that date. In such case, the Exhibitor shall have no further claim against DPG.
- If the event is cancelled or does not proceed for whatever reason, DPG shall refund to the Exhibitor any payment made to that date and DPG shall be under no further obligation to the Exhibitor.
- In the event that the Exhibitor should decide to cancel this agreement, it shall be entitled to the return of payments paid by it to the date of the cancellation, provided that such cancellation is not less than **30 days** prior to the event. (June 15<sup>th</sup>, 2018)
- In the event that the cancellation is less than **30 days** prior to the event, the Exhibitor shall not be entitled to any refund of its payment. Any such cancellations must be in writing, delivered to the offices of DPG. The effective date of such cancellation shall be the date upon which notice is received by DPG.

**SPACE REQUIREMENTS & DETAILS:**

- The parties agree that the Exhibitor shall be licensed by DPG to exhibit its product or services at the Downtown Summerfest 2018.

- The exhibitor shall not license any other person to occupy the space licensed to the Exhibitor under this agreement.
- At its sole discretion, DPG may specify the location or locations in which the Exhibitor may place its exhibit.
- The display space shall be 10' by 10' and unless granted prior approval by DPG, the Exhibitor shall not occupy any space other than that so approved.
- All displays, power hook-ups and other facilities required by the Exhibitor must be approved by DPG and shall be at the expense of the Exhibitor.
- Tent, tent weights, tables and chairs are the responsibility of the Exhibitor.
- The Exhibitor shall set up their display between **8:00 and 10:30 AM** on Sunday, July 15th, 2018.
- All vehicles must be removed from the event site no later than **10:30 AM**
- The Exhibitor shall not dismantle its display earlier than **5:00 PM**, Sunday July 15<sup>th</sup>, 2018. In the event that a display is not removed by **7:00 PM**, DPG shall be entitled to remove it at the Exhibitor's expense. DPG shall be entitled to retain the exhibit until all such expenses have been paid by the Exhibitor. In the event that such expenses have not been paid within one week of the Show, DPG shall be entitled to dispose of the exhibit, retain from the proceeds of such disposition the expenses of removal and selling and paying the balance, if any, to the Exhibitor.
- Prior to the DPG approving this license, Exhibitor shall advise the DPG of all displays and activities associated with its exhibit. In the event that the Exhibitor should change the display or its activities in a fashion that is, in the sole discretion of DPG, materially different from that which the Exhibitor has advised, DPG may terminate this license forthwith. In such case, the Exhibitor shall immediately remove the display.
- The Exhibitor shall not permit its exhibit to occupy any space other than that specifically granted to it by DPG. Distribution of printed matter, souvenirs or other such similar objects shall be restricted to the licensed space. No soliciting will be permitted outside of the licensed space by the Exhibitor or anyone acting on its behalf, unless written permission is given by DPG.
- The sound level emanating from the Exhibitor's display shall not be such as to disturb other Exhibitors or to be offensive to the general public, including surrounding store owners and their customers.

#### WAIVER:

- The Exhibitor shall carry out its display and the activities related to that display entirely at its own risk. DPG makes no warranty as to the fitness of the location of the display or its surroundings for the purpose of the display. The Exhibitor releases DPG from any claims, charges, and causes of action, damages or expenses suffered by the Exhibitor as a result of or arising out of its display. Similarly, the Exhibitor releases DPG from any claims, charges, causes of action, damages or expenses suffered by the Exhibitor as a result of or arising out of the activities of other persons or corporations having displays in the downtown area or suffered by the Exhibitor as a result of or arising out of the conduct of persons attending at or about the downtown area.

#### INSURANCE REQUIREMENTS:

- The Exhibitor is recommended to obtain public liability insurance as follows:
  - Limit of Commercial General Liability should be a minimum of \$2,000,000.00 and include Products and Completed coverage; and include the DPG as an Additional Insured.
- The Exhibitor holding public liability insurance shall:
  - Provide DPG with a Certificate of Insurance evidencing the above coverages no more than **10 days** prior to the event and ensure that such coverage is not cancelled prior to the event.
- The Exhibitor shall indicate, on this contract, whether the Exhibitor holds liability insurance during the term of the event. DPG reserves the right to require public liability insurance as part of this agreement.

**INDEMINIFICATION:**

- The Exhibitor shall indemnify and agrees to indemnify and save harmless DPG of any and all claims, demands, actions, suits and costs arising out of any act or omission of the Exhibitor or any of its servants, agents, officer invitees with respect to use of the space by the Exhibitor.
- In all cases, the Exhibitor shall indemnify DPG for any claims arising out of its exhibit or the activities carried on by the Exhibitor in regards to that exhibit, including the setting up and the taking down of said exhibit.
- The Exhibitor shall indemnify DPG from any claims, charges, causes of action, damages or expenses suffered by its employees or service and claimed from DPG as a result of their participation in the display or the activities related thereto.

**PERMITS & LICENSES:**

- The Exhibitor shall obtain all necessary permits and licenses for its exhibit and the activities carried out thereon. **The Exhibitor shall attach copies of all permits and licences to provide confirmation that such permits and licenses have in fact been obtained.**
- The Exhibitor shall comply with all municipal, provincial and federal laws, including but not limited to fire ordinances and regulations and specifically including any regulations in regard to the storage of flammables. The Exhibitor shall indemnify DPG for any fines or levies charged against it as a result of a breach by the Exhibitor of such laws, ordinances or regulations.

This is the entire agreement between the Exhibitor and DPG. There are no representations or warranties or other agreements made between the Exhibitor and DPG.

The Exhibitor maintains Commercial General Liability Insurance:

YES

NO

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Exhibitor's Full Legal Name

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Signature

Date

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Prince George Downtown BIA

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Signature

Date