

## Market Place and Food Vendor Terms & Conditions

**Vendor Terms & Conditions:** By submitting your registration and payment to become an exhibitor or vendor you agree to be bound by the terms and conditions below. For purposes of this document, the name "Country Fest" shall be taken to mean "Maple Ridge Pitt Meadows Agricultural Association" and/or "Maple Ridge/Pitt Meadows Country Fest." For the purposes of this document, the personal / corporate name of the Vendor/Exhibitor shall be abbreviated to "Vendor". For the purposes of this document, the abbreviation "Terms" shall mean these Terms and Conditions.

**TERMS AND CONDITIONS:** No Terms other than the Terms set forth in this document, including any Terms in any document attached to or incorporated by reference, shall be binding upon Country Fest unless accepted by it in writing signed by Country Fest's President, Treasurer, or Manager. All terms and conditions contained in any prior terms which are different from, or in addition to the terms and conditions of this document are hereby rejected and shall not be binding on Country Fest. Vendor will be deemed to have assented to all terms and conditions contained herein upon payment of any fees or deposits associated with the Vendor's participation in the Maple Ridge / Pitt Meadows Country Fest.

**GOVERNING LAW:** This Order shall be construed and governed by the laws of the Province of British Columbia, and the laws of Canada, to the extent applicable and the parties agree to the jurisdiction of the British Columbia Courts. The parties acknowledge expressly requiring these Terms and all related documents to be drawn up in the English language. Les parties ont expressément demandé que la présente Convention ainsi que tous les documents qui s'y rattachent soient rédigés en anglais.

**SEVERABILITY:** To the extent that any provision of this Agreement is adjudicated to be invalid or unenforceable because it is overbroad, that provision shall not be void, but rather shall be limited only to the extent required by applicable law and enforced as so limited. The parties expressly acknowledge and agree that this Section is reasonable in view of the parties' respective interests. If the final judgment of such court or arbitrator declares that any term or provision hereof is invalid, void or unenforceable, the parties agree to reduce the scope, duration, area or applicability of the term or provision, to delete specific words or phrases, or to replace any invalid, void or unenforceable term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the original intention of the invalid or unenforceable term or provision.

**COMPLIANCE WITH LAWS:** Vendor warrants that all goods provided hereunder have been produced and all services performed are in compliance with applicable federal, provincial and local laws, ordinances, codes, rules, regulations or standards, including without limitation, those pertaining to the manufacture, labeling, invoicing and sale of such goods or services, environmental protection, immigration, employment and occupational health and safety.

**PATENT AND COPYRIGHT INDEMNITY:** Vendor represents and warrants that neither the merchandise, nor the sale thereof will infringe upon, or violate any trademarks, patents, copyright or other legal rights of third parties. Vendor agrees to indemnify and save Country Fest harmless from and against any and all claims, liability, loss, costs, attorneys' fees, expenses and damages due to or arising from any such alleged infringement or violation.

**INDEMNIFICATION:** To the fullest extent permitted by law, Vendor agrees to indemnify, save harmless, and defend Country Fest and its affiliated companies, their customers, directors, officers, employees and agents, from and against any loss, liability, cost, expenses, suits, actions, claims and all other obligations and proceedings whatsoever, including without limitation, all judgments rendered against, and all fines and penalties imposed upon Vendor, and any reasonable legal fees and any other cost of litigation (hereinafter collectively referred to as "liabilities") arising out of injuries to persons, including death, or damage to property, caused by Vendor, its employees, agents, subcontractors, or in any way attributable to the performance and prosecution of the work herein agreed upon, including without limitation breach of warranty or product liability except that Vendor's obligation herein to indemnify Country Fest shall not apply to any liabilities arising from Country Fest's sole negligence. Vendor further agrees to indemnify, defend, and hold harmless Country Fest, and its affiliated companies, their officers, directors, employees, agents, and their successors and assigns, from all claims, demands, expenses (including reasonable attorneys' and consultants' fees), liabilities, causes of action, enforcement procedures, and suits of any kind or nature (hereinafter "Claims"), of which Vendor may hereinafter incur as a result of Country Fest's breach of this Agreement or its non-compliance with the applicable governmental agreements, directives, laws and regulations, whether such action is brought by a governmental agency or other person or entity, except to the extent that such Claims result from Country Fest's negligence or willful misconduct or that of its employees, subcontractors or agents.

**WAIVER:** Country Fest's failure to insist upon strict compliance shall not be deemed to be a waiver of any right granted Country Fest herein. Country Fest shall not be deemed to waive any such right unless such waiver is in writing signed by Country Fest's President, Treasurer, or Manager; such waiver shall not constitute a waiver of any other default under this Order.

**TAXES:** Vendor shall pay all federal, provincial, or local tax, transportation tax, or other tax which is required to be imposed upon the items sold hereunder. Vendor shall also pay any and all payroll taxes, or Work Safe BC fees required in the operation of their business.

**WARRANTY:** Vendor warrants that it has clear title to all items furnished subject hereto and that they are being delivered free and clear of any encumbrances.

**TERMINATION BY COUNTRY FEST:** Country Fest shall have the right and convenience to terminate or suspend their agreement with Vendor, in whole or in part, at any time, and from time to time, by written or telephonic notice effective upon receipt by Vendor, even though Vendor is not in breach of any obligation hereunder. In no event shall the Vendor be entitled to recover incidental, special or consequential damages.

**INSURANCE:** Seller shall obtain and maintain commercial general liability insurance with a minimum coverage of \$2,000,000 per occurrence SUBJECT TO ACCEPTANCE BY COUNTRY FEST'S INSURANCE CARRIER. The insurance shall be evidenced by a Certificate of Insurance naming "Maple Ridge / Pitt Meadows Agricultural Association" and "City of Maple Ridge" as "Additional Insured" under its policy. We suggest that you reach out to [www.palcanada.com](http://www.palcanada.com) or [www.duuo.ca](http://www.duuo.ca) for insurance if you need.

**ANIMALS:** No vendor shall bring any animal upon the Country Fest site, other than a Certified Guide or Assistance Animal, without written permission from the Country Fest office. Any animals so allowed on site may be subject to inspection by the Maple Ridge SPCA or Maple Ridge RCMP, and Vendor agrees to allow this inspection without notice. Any animals found locked in a vehicle on site

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will be turned over to the Maple Ridge SPCA without prior warning or notice, at the risk and expense of the vehicle owner.

**ACCESS AND TRADING TIMES:** On the Friday before the event, vendors will be permitted to access the site for set up purposes ONLY between noon to 8pm. On the Saturday of the event, vendors will be permitted to access the site for unloading and set up between 7:00am and 9:00 am. Loading to exit will be permitted after 6:00pm on Sunday. No vehicles will be allowed on site between 10am and 10pm on Saturday, and between 10am and 6pm on Sunday. Booth set-up must be completed by 9:30am. Hours of operation for Market Place vendors are from 10am to 8pm Saturday, and 10am to 6pm on Sunday. Vendors shall be on-site; and attending their booth during these hours.

**PARKING:** All vendor vehicles must be removed from the site by 9:00 a.m. and parked in the designated vendor parking. Vehicles improperly parked may be towed at owner's risk and expense.

**BOOTH APPEARANCE:** Vendors are responsible for providing their own tents, tables, and chairs, unless arrangements have previously been made with Country Fest to rent equipment. All tents must be secure and properly anchored to the ground. Tents cannot be larger than your space assignment. No boxes, extra merchandise, or debris should be visible. Please stay within the boundaries of your space and do not encroach on your neighbor's space. Your booth must be staffed at all times.

**MARKET PLACE ELECTRICITY:** Electricity is available on a best-effort basis. Please ensure that you bring your own extension cords, as none are available for rent or loan. Country Fest may, at its sole discretion, require that Vendor replace any unsafe, undersized, or unsuitable cordage or hardware connected to site electrical kiosks.

**WATER:** Running water is available on site. Water supply hoses shall be supplied by the Vendor, and shall be Food-Grade if being used to supply potable water.

**CLEANING, LITTER, and WASTE:** Vendors are expected to minimize the amount of waste they produce and to use the recycling facilities provided, and leave their sites clean. Vendors agree to take away all unsold merchandise, boxes, debris etc. Vendors abandoning excess waste, or not properly handling waste removal risk will be billed for removal and will not be allowed to exhibit in future years, or risk being expelled from the Country Fest site.

**FOOD VENDORS:** All food vendors are required to comply with any stipulations for Food Handlers as may be required by Fraser Health Authority, and the Maple Ridge Fire Department. All concessions are required to have an appropriate Fire Extinguisher bearing current certification by competent authority. **PLEASE NOTE:** while electricity is provided on site on a first come (paid deposit) - first served, no guarantee is made or implied as to the availability or quality of power. Should electricity be interrupted for any reason, Country Fest shall not be responsible or liable for any losses incurred as a result of interruption of electricity to your booth. If you require special electrical connections, you are required to communicate this at least 2 weeks prior to the date of move-in to ensure availability of connections.

**GREEN WASTE :** This **must not** be placed in the general garbage cans on site. There will be a specified bin on the grounds that must be used.

**NSF CHARGES:** Any payment device returned by your bank, or our merchant payment provider as NSF or cancelled will be assessed a \$48 surcharge in addition to any fees owing, and the payment device must be replaced by a Bank Draft or Canada Post Money Order before the vendor will be permitted to move in. Any payments returned after the event will be forwarded to a collection

agency if they are not resolved within 14 days of the item being returned to the MRPMAA. Delinquent accounts will be interest, at a rate of 2% monthly (24% annually), as permitted by law.

**PARTICIPATION:** Country Fest reserves the right to order the removal of any Vendor, and their merchandise, found to be in violation of the above terms or whose merchandise offered for sale is not that which was presented by this contract; with no refund or allowance to Vendor. Country Fest will not be liable for any loss of money, revenue or damages incurred exercising this right. Vendor agrees that the following items are forbidden, and may not be displayed at the Country Fest site: Knives, Guns, Drug Paraphernalia (including, but not limited to, Hookahs, Bongs, Pipes, etc). The Executive of Country Fest will be the final arbiter of what can be displayed or sold.

**INCIDENTS:** Any incidents must immediately be reported to the Country Fest Executive. All injuries suffered on site must be reported to First Aid, or via the office. First Aid will always be available via the Country Fest office on Radio.

**ENTIRE AGREEMENT.** The terms and conditions contained herein may not be added to, modified, superseded or otherwise altered except by a written modification signed by Country Fest's President, Treasurer, or Manager. Participation shall be deemed to be only upon these terms.