



Exhibitor Application Form

November 11 & 12, 2022

Degroots Nurseries

Company: _____

Address: _____ City: _____ Postal Code: _____

Telephone: () _____ Email: _____

Contact Name: _____ Title: _____

Types of Products to be exhibited: _____

Do you require: Electricity

Table & Chairs

Please note anyone who REQUIRES electricity must indicate so on this form. You are required to bring your town tent if needed.

RATE:

- \$600 per booth

Note: 50% deposit required with application form. Full balance due October 1st, 2022.

VISA/Mastercard Number _____/_____/_____/_____ Verification Code _____
Expiry Date_____/_____ Amount: \$_____ Signature_____

CHEQUE ENCLOSED (make payable to L.C.D.S)

Etransfer fundraising@lcds.on.ca

Sample tickets are worth \$1.00 each. You will be reimbursed \$0.75 for each Sample Ticket redeemed.

*Please complete this application and sign the contract on the reverse side. Return forms and your deposit to the address provided below, scan and email your form to eburr@lcds.on.ca. You will receive a confirmation email upon receipt of your application and deposit. Receipt of this application does not guarantee availability of space or booth choice if specified.

LCDs - 339 Centre St, Petrolia, ON, N0N 1R0

Attn: Elaina Burr eburr@lcds.on.ca 519-882-0933 ext: 28

Conditions of Contract:

1. Fusion Food & Wine – A Discovery of Local Food, Wine & Craft Beer hereinafter referred to as Fusion Food & Wine. Food & Wine agrees to provide the exhibitor with standard 10 by 10 space booth space, ice service, security and 4 exhibitor badges **per 10 by 10 space**. All vendors are responsible to keep their booth clean and are required to bring their own garbage can for their booth
2. **Exhibitors will be allowed only 2 electrical devices per 10 by 10 foot booth**. One electrical outlet is supplied for every booth. Vendors are responsible for their own extension/power cords. All operating electrical equipment used in the exhibit must have C.S.A. or equivalent provincial power authority approval. The exhibitor will assume all responsibility for compliance with the local city and provincial safety, fire and health department rules, guidelines and ordinances regarding installation and operation of the exhibit.
3. The exhibitor is responsible for the placement and cost of a minimum 2 million dollar insurance policy covering bodily injury and property damage. The exhibitor must submit a Certificate of Insurance to Fusion Food, Wine and Craft Beer with application. Exhibitors wishing to insure their goods must do so at their own expense.
4. Space contracted by the exhibitor may not be sublet without prior written permission of Fusion Food & Wine. Only one vendor permitted per booth unless prior written permission is obtained from Fusion Food & Wine.
5. All vendors are required to bring their own 10 by 10 tent.
6. The exhibitor agrees to abide by all regulations and rules adopted by Fusion Food & Wine in the best interest of the Show, and agrees Fusion Food and Wine shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the Show.
7. The exhibitor will be liable for and will indemnify and hold harmless Fusion Food, Wine and Craft Beer from any loss or damages if said loss or damages arose from or were in any way connected with the exhibitor's occupancy of said space.
8. Fusion Food & Wine assumes no responsibility for loss or damage to goods before, during the period of the show, nor after its closing.
9. Fusion Food & Wine reserves the right at any time to alter or remove exhibits or any part thereof, including printed material, products, signs, lights or sound equipment, and to expel exhibitors or their personnel, if, in Fusion Food & Wine opinion, their conduct or presentation is objectionable to other show participants.
10. The exhibitor agrees to confine the presentation within the contracted space only, and to maintain a staff in booth space during Show hours.
11. The exhibitor warrants that nothing be displayed, sold, or done by exhibitor will be in violation of any trademarks, copyrights or other intellectual property rights.
12. The exhibitor agrees that no display may be dismantled or goods removed during the entire run of the Show. The exhibitor also agrees to remove the exhibit and equipment from the Show building by the final move out time limit, or in the event of failure to do so, the exhibitor agrees to pay for such additional costs as may be incurred.
13. In the event that the exhibit space used by the exhibitor should in any way be rendered unusable, the exhibitor shall pay for such space only for the period during which it was or could have been used as determined by Fusion Food & Wine.
14. Fusion Food & Wine reserves the right to change the date or dates upon which the Show is to be held and shall not be liable in damages or otherwise by reason of any change. In addition, Fusion Food & Wine shall not be liable in damages or otherwise for failure to carry out the terms of this Agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of Fusion Food & Wine.
15. A refund of all monies paid by the exhibitor to Fusion Food & Wine will be made by Fusion Food & Wine in the event that the Show is not held except where subsection 13 above applies.
16. Fusion Food & Wine reserves the right to cancel this contract and withhold possession of exhibit space if the exhibitor fails to perform any material condition of this contract or refuses to abide by the Show rules and regulations, in which case the exhibitor shall forfeit as liquidation damages all space rental payments made by him and any further occupancy of such space.
17. The exhibitor agrees to observe all union contracts and labour relations in force, agreements between Fusion Food & Wine, official contractors, and the building in which the Show will take place and according to the labour laws of jurisdiction in which the building is located.
18. Fusion Food & Wine reserves the right to select exhibitor applicants that will at Fusion Food & Wine sole discretion enhance the quality of the show.
19. The exhibitor agrees to respect to the letter, all LCBO regulations concerning the serving of alcoholic beverages.
20. This contract may be cancelled provided written notice is received by October 1, 2022. Cancellations are subject to a 50% service charge. By cancelling this contract the exhibitor forfeits all rights or claims to the allocated space and Fusion Food & Wine is free to rent it out to others and collect cancellation charge. No refunds after October 1, 2022.
21. Exhibitors agree to be set up and ready to operate no later than 30 minutes before the event doors are scheduled to open. Exhibitors who arrive after the scheduled set up time will NOT be allowed to set up and will forfeit their deposit/space.
22. Fusion Food & Wine shall not under any circumstances whatsoever be liable or responsible for a) any loss, damage, theft, or destruction whatsoever of howsoever caused to any goods, equipment or any other property belonging to the exhibitor or for which the exhibitor is responsible b) any damage or injury suffered by the exhibitor or his/her servants or agents or by any other person c) any loss, damage, expense or cost whatsoever suffered by the exhibitor by reason of any change in date, time or place of the exhibition or the abandonment of thereof. The exhibitor shall be liable for all loss, damage, injury, claim, costs and expenses whatsoever or howsoever caused by any person or property in any circumstances whatsoever by the exhibitor, his/her servants, or agents or the goods, exhibits, fittings, machinery and other property belonging to the exhibitor for

which the exhibitor is responsible and the exhibitor hereby agrees to indemnify Fusion Food & Wine.

23. Drink Samples: As an exhibitor you can be held legally liable for the safety and sobriety of your customers. You can lower your liability by ensuring that each alcohol sample does not exceed LCBO guidelines. Glasses are all marked with correct measurements- you must not exceed these allowances.

Beverage guidelines:

- 23% alc. Vol. greater max. serving 30ml.
- 7% alc. Vol. to 22% alc. Vol. max. serving 60ml.
- 6% or less alc. Vol. max. serving 115 ml.
- NO free drinks to patrons or staff

24. LCDS will follow all Covid-19 Guidelines in place at the time of Fusion Food & Wine and each vendor is responsible to follow the guidelines.

Signature

Date