



2017 BARRIE BOAT SHOW

Downtown Barrie Business Association (BIA)



The **Downtown Barrie Business Association (BIA)** reserves the right to render all interpretations and to establish further regulations as may be deemed necessary for the general success of the event. It is further agreed that the conditions, rules, and regulations as stated herein and if the application and in any further regulations are made apart here of as though fully incorporated herein, and that the Vendor agrees to be bound by each and every one thereof. The Vendor agrees to follow all rules and regulations established by the **Downtown Barrie Business Association (BIA)**, and copies of such will be provided in the Vendor's package.

1. EVENT DETAILS

The **Downtown Barrie Business Association (BIA)** is organizing and promoting an event called the 'Barrie Boat Show' to be held in the west side of Heritage Park (5-9 Lakeshore Drive) and the Transient Boat Slips, in Downtown Barrie, in the City of Barrie, in the Province of Ontario on Friday July 16th, Saturday July 11st, and Sunday July 18th, 2017.

2. USE OF SPACE

- a) The **Downtown Barrie Business Association (BIA)** reserves the right to relocate Vendors space or adjust the site plan in its sole discretion.
- b) No Vendor shall generate such noise or music by loud speakers or other electronic means above such level that would disturb the conduct of normal business of other Vendors.
- c) Nothing will be tacked, nailed, screwed, staked or otherwise attached to City of Barrie property.
- d) All displays, Vendor equipment, and merchandise to be displayed must conform to the requirements of the local fire department.
- e) No Vendor shall transfer or sublet any part of its assigned Vendor space without the prior consent of the **Downtown Barrie Business Association (BIA)**. Such written consent may be withheld at the **Downtown Barrie Business Association (BIA)**'s sole discretion. Any Vendor space not occupied by the time set for completion of displays will be reassigned at the discretion of the **Downtown Barrie Business Association (BIA)**.
- f) All Vendors must comply with all pertinent by-laws, codes, and regulations of the City of Barrie.
- g) Vendor spaces will be made available in 10'x10' increments. All Vendors must indicate to the **Downtown Barrie Business Association (BIA)** if they will require a space larger than 10' (feet) across or width so that arrangements can be made. However, the **Downtown Barrie Business Association (BIA)** cannot guarantee that the space will be available.

3. SCHEDULE OF PAYMENTS

- a) Reservation for vendor space will be made upon receipt of 100% of the cost of total booth space along with this duly signed contract made prior to Wednesday June 1st, 2017 or the space will be released to another vendor.

4. CANCELLATION

- a) If this contract is cancelled before Wednesday June 1st, 2017 a 25% cancellation fee will be charged.
- b) If this contract is cancelled after Wednesday June 1st, 2017 VENDOR SHALL FORFEIT 100% OF THE TOTAL VENDOR SPACE FEE.
- c) It is agreed that if the Vendor fails to comply in ANY respect with the terms of the contract, then the **Downtown Barrie Business Association (BIA)** shall have the right, without liability to Vendor and without notice to the Vendor, to retain the space back.
- d) The **Downtown Barrie Business Association (BIA)** will not be liable for the fulfillment of this contract as to the delivery of Vendor space if non-delivery is due to any of the following causes: by fire, act of God, public enemy, war or insurrection, strikes, authority of the law, earthquake, extreme weather conditions or any cause beyond the **Downtown Barrie Business Association (BIA)**'s control. However, in the event of not being able to hold the event for any of the above named reasons, it shall be the option of the **Downtown Barrie Business Association (BIA)** to either:
 - i. request the return of the total contract for Vendor space less 50% for initial cost and promotion, or
 - ii. hold such funds in escrow until an alternate date has been set for the event. If the event is cancelled for any other reason than stated above, the **Downtown Barrie Business Association (BIA)** will refund 100% of the deposit.
- e) **THE DOWNTOWN BARRIE BUSINESS ASSOCIATION (BIA) SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OR FAILURE ON ITS PART TO PERFORM UNDER THIS CONTRACT AND DAMAGES OF VENDOR IF ANY SHALL BE LIMITED TO THIS RETURN OF THE DEPOSIT MADE BY VENDOR.**

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5. INSTALLATION OF VENDORS

- a) Vendor expressly agrees not to begin packing or dismantling their space until after the official closing hour of the event each day.
- b) Cash and carry sales and demonstrations will be allowed as long as they take place within the rented booth area.
- c) Distribution by vendors of any printed matter, souvenirs, samples or other articles shall be restricted to their vendor space.
- d) Vendor hereby authorizes the **Downtown Barrie Business Association (BIA)** to use vendor's trade name and trademark, if any, in promotional material for the event.

6. RULE GOVERNING VENDORS

- a) Booth attendants, manufacturers, salespeople or representative, including models or other supportive personnel, must remain within the Vendor space assigned to the Vendor.
- b) Vendor should take all steps, which they deem advisable, to protect merchandise, or equipment, which they have on display. The **Downtown Barrie Business Association (BIA)** is not liable to any vendor for the loss or damage of Vendor's property.
- c) The **Downtown Barrie Business Association (BIA)** shall have full power in interpretation, promulgation and enforcement of all rules and regulations governing Vendors and Vendor space. Any vendor, which in the opinion of the **Downtown Barrie Business Association (BIA)**, detracts from the general character of the Show as a whole may be prohibited or evicted.

7. PRODUCTS TO BE SOLD

Each vendor **must submit a detailed list of items to be sold** within the leased space. It is the sole discretion of the **Downtown Barrie Business Association (BIA)** to approve of the items to be sold. If the vendor has items not disclosed nor approved by the **Downtown Barrie Business Association (BIA)** for sale at any time during the event they will be forced to pack up and leave the event without any refund. Should this happen the likelihood of the vendor returning to the event the following year is very unlikely.

8. INDEMNITY

THE DOWNTOWN BARRIE BUSINESS ASSOCIATION (BIA) AND VENDOR AGREE THAT THE **DOWNTOWN BARRIE BUSINESS ASSOCIATION (BIA)** IS NOT RESPONSIBLE OR LIABLE IN ANY WAY FOR ANY INJURY TO PERSON OR PROPERTY LOSS, OR DAMAGE OF ANY KIND SUSTAINED BY ANY VENDOR, EMPLOYEES OF THE VENDOR OR ANY OTHER PERSON BY REASON OF FIRE, THEFT, WATER, ACCIDENT, OR NEGLIGENCE OF THE **DOWNTOWN BARRIE BUSINESS ASSOCIATION (BIA)** OR ANY OF THEIR SERVANTS, AGENTS OR EMPLOYEES, OR ANY OTHER CAUSE WHATSOEVER. THE VENDOR WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE **DOWNTOWN BARRIE BUSINESS ASSOCIATION (BIA)** FROM DAMAGE, LIABILITY, LOSS OR EXPENSE OF ANY AND ALL KINDS OF ANY CLAIM OR LEGAL ACTION ARISING OUT OF OR BY REASON OF THE PARTICIPATION BY THE VENDOR AT THE SHOW, INCLUDING WITHOUT LIMITATION THE SOLE OR CONTRIBUTING NEGLIGENCE OF THE VENDOR, THE **DOWNTOWN BARRIE BUSINESS ASSOCIATION (BIA)** OR EMPLOYEES. VENDOR MUST PROVIDE A CERTIFICATE OF INSURANCE TO THE **DOWNTOWN BARRIE BUSINESS ASSOCIATION (BIA)**.

Date: _____

Name of Vendor: _____

Signature of Vendor: _____

Fee enclosed: _____