



Bancroft & District Chamber of Commerce (BDCC)
Rockhound Gemboree
Conditions of Participation – Outdoor Vendors

BDCC shall be known as “Gemboree”, “Show” or “Show Management” and the applicant shall be known as “Vendor” or “Exhibitor” (as named on the application and contract for exhibit space), once the Exhibitor is deemed to have been accepted.

Invitations to lease exhibit space shall be sent to Vendors/Exhibitors who have previously leased space at the Gemboree. They shall complete the paperwork and forward a signed copy to the BDCC. These completed forms must be received by the BDCC on or before the 1st of January, along with payments dated January 1st and June 1st to cover cost, or assigned exhibit space will be released.

New applicants will be vetted after the January 1st deadline and successful applicants will be advised that they have been selected.

The Show reserves the right to determine eligibility, including the appropriateness of products and goods the Exhibitor wishes to display and/or offer for sale at the show. AND FURTHER, the Show retains the right to limit the number of Exhibitors in any category of merchandise. Acceptance of an application shall be at the sole discretion of the Gemboree.

Once approved, the application, table/lumber order and these conditions of participation together shall form a binding contract known as the “Agreement” and exhibit space shall be allocated to the Exhibitor.

No part of the “Agreement” is assignable or transferrable. Subletting any part or whole space is not permitted without the written consent of the Show.

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Exhibitors are responsible for all licenses and permits required by Revenue Canada, the Province of Ontario and municipal authorities required to operate or conduct trade at the Show.

Further, Exhibitors are responsible for payment of all taxes and any other government charges in connection with its operation at the Show including, but not limited to, retail sales tax, HST, customs and excise fee and duties, fines etc. Exhibitors will ensure compliance with all laws, regulations, rules, orders, by-laws and directions (local, municipal, provincial and federal) and with all relevant agreements and contracts including but not limited to any and all agreements between the Gemboree (“Show” or “Show Management”), the site (or facility operator), show service contractors, any union or labour organizations and all orders of police and fire departments and any other duly constituted authority.

Only items directly related to gems, minerals, geology, paleontology and rock hounding are permitted to be displayed and or offered for sale at the show.

Any materials on display or offered for sale that are resin renditions or have been dyed, colour enhanced, heat treated or otherwise manipulated must be so identified. The sale of any items on the endangered list is prohibited.

Foodstuff sales are prohibited.

All materials must be clearly identified and priced in Canadian Dollars.

The public shall not be given misleading or inaccurate information about the goods they are purchasing.

The Management reserves the right to expel any Exhibitors (and their staff) for any conduct considered to be detrimental to the efficient operation of; or quality of the show.

There is no camping or overnight RV parking permitted on site.

PETS ARE PROHIBITED.

Any violation of the conditions and regulations will constitute a termination of this agreement and the Exhibitor shall remain liable for the full amount of his/her contract. Any matters not contained herein are subject to the discretion of the show management. Contravention of any of the regulations may affect the future participation of the Exhibitor.

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1. BOOTH SPACE

All booths must reflect the highest level of professional integrity.

Show Management will assign exhibit space that consists of one table created from sawhorses and loose lumber. Any additional furniture must be supplied by the Exhibitor and approved by the Show. There will be space for the Vendor's vehicle adjacent to their table. Exhibitors with overly large vehicles should notify the Show in advance, to verify that they can be accommodated.

Exhibitors shall be permitted to arrive early each day, before the show opening, in order to be set up by 10 a.m. Show hours are Thursday, Friday and Saturday from 10 a.m. to 6 p.m. and Sunday from 10 a.m. to 5 p.m. Exhibitors shall ensure they clear their space of their belongings and all garbage each night and no later than 8:00pm on the closing Sunday. Management reserves the right to impose a surcharge should the Exhibitor breach this condition.

The Exhibitor shall not display discount sales or flyers, including but not limited to those saying "Sale" "Show Special" or a percentage off the regular price. Posting straight prices and/or volume discounts (i.e./ buy 3 get 1 free) and/or wholesale discounts for accredited buyers is acceptable.

Exhibitors shall be liable for any damage caused to their vehicles, goods and displays or to the property of other Exhibitors or the facility and its equipment, fixtures and furniture, whether by acts or omissions of the Exhibitor, its employees, agents or subcontractors.

The Exhibitor shall indemnify and hold the Show harmless from any and all claims, damages, losses and expenses arising from the Exhibitor's actions.

The Exhibitor is responsible for the safety of their staff including, but not limited to, safety footwear.

No children under the age of 16 shall be permitted to play in the show or docking areas during set-up and tear-down.

Exhibitor goods and displays must not extend beyond the assigned booth space. Displays near entrances shall not obstruct or disrupt the flow of traffic. Booth space must be kept clean and tidy.

Displays, boards, walls, pipes, etc. shall not exceed 3' above the table surface, in height. The Exhibitor shall ensure all displays are stable and safe.

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Exhibitors shall post a sign bearing their name as indicated on their contract.

Show management reserves the right to relocate booths and exhibits which may be affected by a change in the site plan.

The show shall not be held liable for the location of competitive Exhibitors.

Exhibitor booths shall be open and adequately staffed during all official show hours.

Late opening or early closings are not acceptable. It is unacceptable to pack up merchandise prior to 5:00 p.m. on the closing day.

Only items pre-approved by the Show will be displayed and/or offered for sale.

P.A. systems are not permitted in an Exhibitor's booth.

2: GENERAL

Hazardous and prohibited materials are not permitted onto the show site. Open flame is not permitted without the prior approval of the show, facility and relevant authorities

The Show reserves the right to demand removal of any objectionable items or displays.

The Show shall have the right at all times to operate one or more booth spaces at the show to sell products.

Alcohol is not permitted on the Show premises outside of designated areas. Smoking will be limited to restricted areas, out of doors.

Exhibitors shall not solicit business in aisles, booth(s) or vehicles other than their designated booth space, nor shall they distribute samples and/or leaflets outside of the confines of their designated booth space.

Prices and sales shall be in Canadian dollars and customers must be notified before charges are processed if credit charges will be in non-Canadian currency (i.e. U.S. funds).

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The Show shall provide debit/credit card services for the Exhibitor for a fee, provided the appropriate forms are completed.

This Agreement is subject to the laws of the Province of Ontario and may not be modified except in writing. If any portion of any clause or term of this Agreement is found to be invalid or unenforceable under the applicable laws of the province, the remainder of the agreement shall remain in full force and effect.

3: SECURITY

There will be NO outdoor security provided. Outdoor vendors must take down their displays after the show close each day, and set up again the following morning.

4: CANCELLATIONS, DEFAULTS, REFUNDS

Exhibitor cancellations are not permitted. No fees shall be refunded.

If the show is cancelled or not held or should any contingency interrupt or prevent the holding of the show for reasons including but not limited to acts of God, war, terrorism, riots or other public enemies, failure to secure materials or labour or insurance coverage, strikes, lockouts or other labour or individual disturbances, fire, lightning, tempest, flood, explosion, disease outbreaks, large increases in facility charges and/or any other cause, then the Show Manager shall not be liable to the Exhibitor, in any way, other than to return (without interest) such portions of any amounts paid by the Exhibitor under this Agreement as may be determined to be equitable by the Show Management in their sole opinion.

If the Exhibitor i) fails to occupy its designated booth space by opening time on the first day of the show; or ii) fails or refuses to comply with orders or requests from the show management or facility operator; or iii) permits any conduct or act which in the opinion of the Show Management is improper or renders it inadvisable that the Exhibitor should be allowed to continue carrying on business under this Agreement; or iv) Fails to comply with the terms and conditions of this Agreement, the Show management will have the right to take whatever action is deemed necessary to enforce the provisions of this Agreement, including, but not limited to termination or taking possession of the designated booth space, without refund of any monies paid to date by the Exhibitor and without prejudice to any other remedies that Show Management may have. If necessary, Show management shall have the right to remove the Exhibitor and all of its property from the area in question, at the Exhibitor's sole cost and expense. Show Management shall not be liable in damages or otherwise by reason of any such actions. Show Management may, but is not obligated to, assign such booth space to another Exhibitor to mitigate any expenses.

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A \$35.00 fee will be levied for every NSF cheque.

5: HST: Booth space rental is subject to HST.

6: EXHIBITOR WAIVER OF LIABILITY

The Exhibitor acknowledges that he/she and his/her staff, helpers, assistants attend the Show entirely at their own risk both as to personal injury and/or property damage and/or loss.

Insurance coverage against all risk of loss, damage or liability to persons or property in connection with the Exhibitor's occupation of the facility shall be sole responsibility of the Exhibitor.

The Show, the facility operator, BDCC and any of its Directors, Officials, Servants, Agents, Volunteers, Organizers, Representatives will not be liable for any losses, claims, costs, damages, demands, expenses, actions and causes of action of any nature (collectively "Claims") and the Exhibitor hereby releases, forever saves harmless and indemnifies Show Management and its staff, Facility operator and its staff, subagents, agents, subcontractors, volunteers, or any others from any and all claims without limitation, including personal injury, death, disability, or property damage through any error, omissions, acts (negligent or otherwise).

No assurance, verbal or otherwise, by any representative or person(s) engaged with the Show or Facility which are inconsistent with the provisions herein, shall be binding.

7: ENTRANCE PASSES: Each Exhibitor shall receive 2 show cards per booth that must be presented by their representatives each day in order to obtain a daily wristband. The wristband must be fastened on their wrist, immediately.

Wristbands are not transferrable. If wristbands or entry cards are lost, the exhibitor will be required to pay daily admission.

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**I understand and agree to all of the terms and conditions described herein,
IN WITNESS whereof I have hereunto set my signature:**

Applicant's Signature PRINT NAME Date

Name of Business (as will appear on booth)

SIGNED, SEALED and DELIVERED in the presence of:

Witness' Signature PRINT NAME Date