



Exhibitor Application & Contract

CITY OF HAMILTON
HAMILTON FALL GARDEN & MUM SHOW 2017

	Exhibitor Information		Exhibitor Information
Company Name		Phone	
Contact Name		Fax	
Address		Email	
City		Website	
Postal Code		Alt. Contact	

Exhibitor's License Fee

Please make your selection:

Garden & Craft Vendors:

- \$250.00 Large Booth Vendor Location (Approx.12x6)
plus HST \$32.50 = **\$282.50**
- \$150.00 Small Booth Vendor Location (Approx.6 x 6)
plus HST \$19.50 = **\$169.50**

Home Improvement Vendors:

- \$300.00 Large Booth Vendor Location (Approx.12x6)
plus HST \$39.00 = **\$339.00**
- \$200.00 Small Booth Vendor Location (Approx.6 x 6)
plus HST \$26.00 = **\$226.00**

Total Fee \$ _____

Payment enclosed: Cheque Money Order [check one]
Please make payable to the **City of Hamilton**.

Products/Services to be exhibited: Please provide description and list.

Exhibitor's request:

Hydro Required Other: _____

For Office Use Only

Assigned Booth(s): _____ Accepted by: _____ Date: _____

Payment Received: \$ _____ Method: _____

By my signature below, I acknowledge that I have carefully read the terms and conditions of the Show License Agreement attached hereto and agree to be bound by same upon acceptance of my Application by the City of Hamilton.

Signature _____ Date _____

RETURN COMPLETED APPLICATION TO: Alex Moroz, City of Hamilton
City Hall, 77 James ST N Suite 400
Hamilton, Ontario L8R 2K3

The City of Hamilton (the "City") reserves the right to reject or otherwise not accept any proposed exhibitor's application. Subject to any other rights, privileges or administrative fees of the City set out herein, in the event that the City rejects or otherwise does not accept an Application, the License Fee will be returned to the applicant.

2017 VENDOR MAP AREA (DRAFT)



Between

CITY OF HAMILTON (the "City")

- and -

EXHIBITOR'S NAME - _____ (the "Exhibitor")

EXHIBITOR'S ADDRESS - _____

WHEREAS the City is the owner of the lands known as Gage Park, Hamilton, Ontario and is hosting "The Hamilton Fall Garden & Chrysanthemum Show" (the "Show") in the greenhouses located at Gage Park;

AND WHEREAS the Exhibitor desires to licence the exhibit booth area more particularly described in Schedule "A" attached hereto (the "Premises");

NOW THEREFORE in consideration of the payments, covenants, terms, conditions and provisos contained in this License, the parties agree as follows:

Term & Licence Fee

1. The City hereby does grant to the Exhibitor the use of the Premises for the period of October 18th to November 1, 2016 during the times of 9:00 a.m. to 7:00 p.m. (the "Term") unless terminated early in accordance with the terms of this Agreement. Selection of vendor location and date times will be confirmed once the application and contract has been processed.
2. The Exhibitor shall pay to the City a non-refundable License Fee for the use of the Premises, pursuant to this Agreement, in the amount of _____ DOLLARS (* \$_____.00) without deduction, plus applicable taxes, payable in full, in advance on the execution of this Agreement by cheque or money order payable to the "City of Hamilton – The Chrysanthemum Show". The Exhibitor shall pay an administrative charge of \$50.00 for any cheques returned for insufficient funds. The License Fee includes hydro usage by the Exhibitor.

The City reserves the right to change or substitute the location of the Exhibitor's booth (the "Premises") to another location within the greenhouses at Gage Park, provided that if a booth of similar size is not available the Exhibitor shall be entitled to an adjustment of the Licence Fee where there is a reduction in the size of booth area.

Approved Use

3. The Exhibitor covenants and agrees that it shall use the Premises solely and actively for the duration of the Show for: **APPROVED USE - _____*** and for no other purpose whatsoever. The Exhibitor will conduct its business in accordance with the rules and regulations established by the City for the subject Premises and the adjacent lands.

Subject to the terms of this Agreement, the Exhibitor

- (a) shall erect its display prior to the opening of the Show to the public;
- (b) shall present any merchandise, displays, equipment and materials in a professional manner;
- (c) shall immediately remove any vehicles from the exhibition area to a designated parking area upon completing any unloading and shall not block or limit any emergency access, ingress or egress;
- (d) shall not tear down, pack or remove its display, once erected, until the end of the Show times;
- (e) shall not sell or display for sale any goods, merchandise, service or other thing that has not been authorized by this Agreement for sale and/or is not lawful to sell or offer to sell in Canada or which infringes any copyright, trademark or patent rights of any person;
- (f) shall be solely responsible for the collection and remittance of all applicable taxes and duties; and
- (g) shall not sell, offer or solicit the sale of goods, merchandise or services other than within the Premises.

Where the Exhibitor uses the Premises for a purpose other than the purpose set out herein, the City may terminate this Agreement immediately and the City shall not be responsible for any loss, expense, costs, charges, damages, indemnities and/or liability whatsoever, which may be sustained, paid or incurred by the Exhibitor or any other person or persons, by reason of such termination by the City.

4. The use of the Premises and any activities thereon by the Exhibitor shall be in compliance with all municipal, provincial and federal laws, by-laws, regulations, policies and directives. The Exhibitor shall comply at its own expense with, and conform to, all applicable statutes, laws, by-laws, regulations and policies of the federal, provincial and municipal governments. The Exhibitor shall not do anything or permit anything to be done on the Premises which may constitute a nuisance, cause damage or loss or endanger the Premises, adjoining properties or any person or be offensive or unsafe, as determined in the sole discretion of the City.

5. Without limiting or restricting in any way any other responsibilities and obligations of the Exhibitor in this Agreement, the Exhibitor: shall ensure, at its own cost and expense, that the Premises are maintained in a safe, clean and tidy condition, and free from hazards; shall neither permit or allow the introduction or use of illegal narcotics; shall not produce on the Premises or allow to be brought on to the Premises any noxious, offensive, toxic or hazardous substance or any substance which if it were to remain on or escape from the Premises would contaminate the Premises or any other property to which it came in contact; and shall make full restitution for such harm and damage resulting from failure to take adequate protective measures, and shall make good any such damage from whatever cause.

Condition of Premises

6. The Exhibitor assumes any and all risks relating to the physical condition of the Premises, including the surface and subsurface conditions thereof. Neither the Exhibitor nor any permitted occupant shall have any recourse to the City as a result of the nature or condition of the Premises, whether or not the City has or had actual or imputed knowledge of such nature and condition as at the License commencement date or at any other time during the Term. The Exhibitor agrees that it shall not make any alterations whatsoever to the Premises without the prior written approval of the City.

Responsibility for Losses and Damages/ Notice of Accident, Injury or Harm

7. The Exhibitor shall itself, and shall cause its agents and all workers and persons employed by them, or under its control, or employed by, or under the control of sub-contractors, to use due care that no persons or property is injured, and the Exhibitor shall be solely responsible for all damages by whomsoever claimed in respect of any such injury. All loss or damage occasioned by or arising out of the nature of the activities, business or operations to be done, or from the normal action of the elements or from any reasonably foreseeable circumstances in the prosecution of the same shall be sustained and borne by the Exhibitor at its own expense. The Exhibitor shall give immediate notice, and written notice with complete details thereof, to the City of any accident, injury or harm to any person on or using the Premises or of any damage, loss or defect in or to any part of the Premises or any damage or loss of any property of any person using the Premises or any damage or loss of any property of the City in the Premises which comes to the attention of the Exhibitor, its officers, employees, members, servants or contractors, notwithstanding that the City may not have any obligation with respect to same.

8. The City shall, in no way, be responsible for any damage, loss, injury or death to person or property, however caused, resulting from the Exhibitor's use of the Premises or of any other property owned by the City and provided to the Exhibitor for use or from the use of the Premises or of such other property by any person permitted or allowed by the Exhibitor to enter upon or use the Premises or resulting from the condition of the Premises or of any other property owned by the City and provided to the Exhibitor for use.

9. The Exhibitor agrees at all times to defend, indemnify and save the City harmless from and against any and all demands, claims, including but not limited to all claims for bodily injury (including death) and property damage, actions and all other proceedings, damages, loss, injuries, fines, penalties, interest, charges, expenses and costs (including legal costs on a solicitor and client basis) that are caused to or incurred by, sustained or suffered by, occasioned to or imposed upon or made or instituted against, the City or its elected officials and employees or to which any of them may be liable by reason of any act or omission, neglect or default on the part of the Exhibitor or by reason of the Exhibitor improperly carrying out or failing to carry out any obligation or responsibility to which it is subject under this Agreement or by reason of any breach, violation or non-performance of any covenant, term, condition or provision in this Agreement by the Exhibitor, except to the extent that the same are caused by the direct negligence or deliberate wrongdoing of the City. The rights to indemnity and defence provided for in this Agreement shall be deemed to be in addition to any rights of the City, shall survive the expiration or any termination of this Agreement, and shall prevail where inconsistent with any other provision in this Agreement.

Breach/Failure to Perform

10. Without restricting any other right of the City provided in this agreement or by law, in the event that the Exhibitor shall breach any of the terms, covenants or conditions of this Agreement, fail to perform any of its covenants, responsibilities or obligations under or in this Agreement, the City may, at its option, terminate this License forthwith with no compensation to the Exhibitor whatsoever; without prejudice to any other right or remedy the City may have under this Agreement or provided by law. All costs, expenses and expenditures of the City herein shall be paid by the Exhibitor upon demand and, if not so paid, shall bear interest at twelve percent (12%) per annum from the date of demand.

No Waiver

11. No acceptance of the License Fee subsequent to any breach or default, other than non-payment of License Fee, shall be taken to operate as a waiver or condoning of any term, condition or covenant of this Agreement nor in any way to defeat or affect the rights of the City hereunder. The City's rights under this Agreement shall not in any manner be prejudiced even if the City has overlooked or condoned any non-compliance, breach or default with the terms, covenants and conditions of this Agreement by the Exhibitor nor shall the City's rights in any way be limited or restricted by any other right or privilege that the City may have under this Agreement or provided by law. Upon default by the Exhibitor under any term, covenant or condition of this Agreement, and at any time after the default, the City shall have all rights and remedies provided by law and by this Agreement. No delay or omission by the City in exercising any right or remedy shall operate as a waiver of them or of any other right or remedy and no single or partial exercise of a right or remedy shall preclude any other or further exercise of them or the exercise of any other right or remedy.

Removal of Exhibitor's Property

12. Upon the termination of the term of this License, the Exhibitor shall immediately cease activities and operations at the Premises and make whatever arrangements are necessary to leave the Premises in a clean, tidy and safe condition free from any hazards. In addition, the Exhibitor shall remove, at the Exhibitor's expense, all displays, equipment and chattels, and all permitted erections placed or made by the Exhibitor on the Premises or supplies and materials deposited on the Premises by the Exhibitor and shall restore the Premises to the satisfaction of the City, and upon failure to do so within twenty-four (24) hours of termination of the term of the Agreement, the City may remove all or any of the said all equipment, chattels, fixtures or erections of the Exhibitor or supplies and materials so deposited by it and restore the Premises to their former condition and shall be entitled to recover all costs and expenses arising from and related to same from the Exhibitor and in no event shall the City be required to pay compensation to the Exhibitor in respect of any such equipment, chattels, fixtures, erections or improvements or supplies or materials or return same to Exhibitor.

No Assignment

13. The Exhibitor shall not assign this Agreement or any right or obligation thereunder without the prior written consent of the City. This Licence and all terms, covenants, conditions, provisions and licence fee herein reserved shall be binding upon and shall ensure to the benefit of the City and Exhibitor and their respective successors and permitted assigns.

Act of God or Want of Authority

14. To the extent that the City is unable to fulfill, is delayed or is restricted in fulfilling any of its obligations contained in this agreement by reason of any act of God, act of terror, any labour strike or disruption, or by reason of any statute, law or order-in-council, or any regulation, by-law or order passed thereunder or made pursuant thereto, including a by-law of the municipal Council of the City, or the order or direction of any government department, official or other authority, including the City acting in its capacity as a municipal authority; or any other cause beyond its control, whether of the foregoing character or not, the City shall, in its sole discretion, be entitled to terminate this agreement, extend the time to fulfill its obligation or amend the obligation thereby restricted to conform with such restriction and the Exhibitor or any other person affected is not entitled to any compensation whatsoever whether for any inconvenience, nuisance, discomfort, damages, loss or otherwise thereby occasioned. Notwithstanding the foregoing, where the Show is cancelled by the City prior to its commencement, the Exhibitor shall be entitled to a refund of the Licence Fee, less a twenty-five percent (25%) administrative fee.

No Other Representation, etc.

15. This Agreement contains the entire agreement between the parties hereto with respect to the subject matters hereof. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressed in it. No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the parties hereto.

IN WITNESS WHEREOF the parties hereto have duly executed this Licence by its officers duly authorized in that behalf and caused to be affixed its corporate seal.

Exhibitor: _____

Name: _____

Title: _____

Date: _____

City of Hamilton:

Name: _____

Title: _____

Date: _____

We have the authority to bind the Corporation.