

Vendor name: _____

Northern Lights Festival Boréal

19 rue Grey St., Suite 3, Sudbury ON P3E 3L2
Telephone/Téléphone: (705) 674-5512 Fax: (705) 222-9574

WAIVER, RELEASE AND INDEMNITY

In consideration of your agreement to allow me/us to participate on site prior to, during, and after the **Northern Lights Festival Boréal, July 5th, 6th, 7th& 8th, 2018**, I/we hereby covenant and agree on behalf of myself/ourselves, my/our heirs, assigns, personal representatives and next of kin, that:

- I. I/we hereby give a **FULL RELEASE AND WAIVER OF LIABILITY OF AND FROM ALL CLAIMS** that I/we have, or may have in the future against Northern Lights Festival Boréal or The City of Greater Sudbury for any loss, damage, injury or expense that I/we may suffer as a result of my/our participation in Northern Lights Festival Boréal 2018 due to any cause whatsoever including the negligence of Northern Lights Festival Boréal or Bell Park or those associated in any way with Northern Lights Festival Boréal or The City of Greater Sudbury or the facilities at which Northern Lights Festival Boréal 2018 takes place, including their respective officers, directors, employees, agents, servants, volunteers and representatives (the "Releasees"), or from any breach of contract or statutory duty or other duty of care, including any duty of care owed under the **Occupiers' Liability Act, Ontario**, on the part of the Releasees, and
- II. I/we hereby **AGREE NOT TO SUE and I/WE further agree TO INDEMNIFY AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever, and howsoever arising, from my/our participation in Northern Lights Festival Boréal 2018.

I/WE HAVE READ AND UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY including the giving up of my/our right to sue and other substantive legal rights.

SIGNED SEALED AND DELIVERED this _____ day of _____, 2018.
Date Month



Vendor Signature

Vendor Name:

Northern Lights Festival Boréal

NLFB Print Name:

Northern Lights Festival Boreal Vendor Agreement

AGREEMENT:

1. The exhibitor agrees to display his/her works/products according to the Northern Lights Festival Boreal (NLFB) concept established.
2. A contracted space must not be sublet without the approval of the NLFB and permission of the NLFB Committee, and in writing on this contract.
3. All exhibitors agree to abide by the rules and regulations as set down by the Northern Lights Festival Boreal, including the following:
 - a. No direct solicitation, accosting or public disturbances.
 - b. No annoyance of spectators or other participants.
 - c. No distribution of literature except from a booth.
 - d. No electronic amplification from a booth or table will be permitted.
 - e. Be responsible for the removal of litter or cost of removal of litter caused by own pamphlets/merchandise.
 - f. Exhibitors **must** exhibit **within** contracted space.
 - g. Exhibitors must display a sign, with their business name, on or within their allocated booth space, and display in an area visible to the public.
 - h. Tents and structures must meet building codes and fire regulations.
 - i. Food vendors must comply with health and fire regulations.
 - j. Vendors must provide all electrical cords and extension cords. Electrical outlets will be provided, where applicable, to each vendor who has prepaid.
4. All cashiers/sales persons are the responsibility of the exhibitor.
5. The exhibitor hereby releases and discharges the Northern Lights Festival Boreal, its employees and its volunteers from any claim or demand for any loss, damage, injury or liability arising from the operation and display of the exhibit and concessions. The exhibitor further agrees to indemnify and save harmless NLFB, its volunteers, and its employees from any such claim or demand.
6. The exhibitor is responsible for placement of his/her own insurance related to his/her participation in the Festival. Proof of insurance should be forwarded with the contract.

7. The exhibitor is responsible for any damage caused to the Northern Lights Festival Boreal premises as a result of operation and display of the exhibit.
8. All goods must be removed by the date and time determined as indicated in the exhibitor registration package. Time is of the essence herein.
9. Cancellations occurring less than twenty (20) calendar days prior to the event will result in the loss of deposit.
10. All rules, as outlined in the exhibitor package, must be adhered to.
11. "On Site" rules relating to health, safety and fire must be immediately adhered to.
12. Make your certified cheque or money order payable to: Northern Lights Festival Boreal. **No post-dated cheques.** No refunds after May 31, 2018. Refunds prior to May 31, 2018 are subject to a \$30.00 administration fee. 100% of the registration fee is payable upon acceptance into the festival, however is preferred to accompany the submission of the application.

BY MAKING THIS APPLICATION, I HEREBY AGREE TO ALL ABOVE CONDITIONS (INCLUDING THOSE CONTAINED IN THE EXHIBITOR PACKAGE AND THE "ON SITE" RULES AND INFORMATION ON THIS CONTRACT, WHICH ARE HEREBY INCORPORATED HEREIN.

NOTE: If you are required to pay a fee for your participation in the Northern Lights Festival Boréal, please check the fee schedule online. Certified cheques are made payable to: Northern Lights Festival Boréal, 100% of the fee is payable upon acceptance into the festival. Final payments not received within twenty (20) calendar days of the Festival will result in cancellation of your contract.

CHEQUES/PAYMENTS WILL ONLY BE PROCESSED UPON ACCEPTANCE.

SEE VENDOR INFORMATION PACKAGE FOR SET-UP AND TAKE DOWN SPECIFICS.

BY SIGNING THIS CONTRACT, YOU ACKNOWLEDGE THAT YOU WILL BE PARTICIPATING FOR THE ENTIRE WEEKEND WITHIN THE HOURS ALLOCATED BY NLFB.

This information is being obtained for the purpose of operating a community festival. This information is considered to be available to the public under The Municipal Freedom of Information and Protection of Privacy Act, 1989.

The applicant hereby consents to the public access being provided to the information upon request.

VENDOR: PRINT NAME

VENDOR: BUSINESS NAME

VENDOR APPLICANT SIGNATURE

Date

NORTHERN LIGHTS FESTIVAL WITNESS

NLFB SIGNATURE

Northern Lights Festival Boreal

19 Grey St Suite 3

Sudbury ON

P3E 3L2

E mail: marketing@nlfb.ca

Web: www.nlfb.ca

