



Langley's International Festival Society

August 27th & 28th, 2011
Willoughby Community Park, 7888-200th Street, Langley, BC

2011 L.I.F.S. MARKETPLACE – BUSINESS - VENDOR/EXHIBITOR AGREEMENT

Please make a copy of this form for your records. Thank you

By signing the agreement for a Marketplace Business Vendor/Exhibitor subsequently called 'Business Vendor/Exhibitor' you and your party agree to adhere to all the terms as outlined within this document. Langley's International Festival Society (**LIFS**) requests the full cooperation of each Vendor/Exhibitor.

Eligibility:

LIFS reserves the right to determine the eligibility of a Business Vendor/Exhibitor for inclusion in the Festival. If, based on the sole judgment of **LIFS** the Business Vendor/Exhibitor shall be deemed unsuitable in any respect, the agreement will be cancelled and the Business Vendor/Exhibitor will be asked to leave the premises immediately. Spaces will be assigned once payment and all applicable forms have been received and processed.

Cancellations:

- Any cancellation of participation as a Business Vendor/Exhibitor must be submitted in **writing** to marketplace@internationalfestival.ca or mail to: P.O. Box # 7 - 20378 Fraser Hwy, Langley, BC V3A 4G1
- A 'cancellation' is not valid unless the cancelling party receives confirmation from **LIFS** that their request has been received.
- If cancellation is on or before July 31, 2011 the Business Vendor/Exhibitor will incur an administrative fee of \$50 per space.
- If cancellation is received after July 31, 2011 there will be **no** refund.
- Business Vendor/Exhibitor no-shows and any exhibit space not staffed during the exhibition will be treated as cancellations. There will be no refunds for these cancellations.

Space Areas for Marketplace Business Vendors/Exhibitors:

1. **LIFS** will provide 'each' Business Vendor/Exhibitor with a 10' x 10' space depending on individual requests.

2. Business Vendors/Exhibitors will be provided with one table and one chair (additional tables and chairs are available at an additional cost – upon request.)
3. **LIFS** will provide two (2) identification badges.
4. **LIFS** will supply Electricity for a cost upon request. Please refer to the Business Application Form: **only 20 spots are available for power.**
5. Business Vendors/Exhibitors are responsible for their own power bars, extension cords, equipment, etc. Cords and equipment must be placed and secured so as not to present a hazard to other Vendors/Exhibitors or attendees. The **LIFS** does not bear any legal responsibility for damages created by the Business Vendor/Exhibitor during the Festival.

Space Areas Construction and Regulations:

- All Business Vendors/Exhibitors will provide their own canopy or tent to accommodate their allocated space. If the exhibitor/vendor has a larger than 10' x 10' space – they need to inform the Marketplace Coordinator, **Kerin Swift**: 778-395-1164 or e-mail her: marketplace@internationalfestival.ca for re-allocation to an odd-size area. The back wall shall not exceed eight feet in height, including signs or company name, logo or product information.
- The surface for the Business Vendors/Exhibitors is grass.
- Decorations are to be professional, representing 'authenticity' (if possible) a 'country of origin' flag, and/or product.
- Decorations that reflect against the character of **LIFS** or utilize objectionable or attention-getting tactics are prohibited.
- Noise from electrical or mechanical apparatus or other types of displays may not interfere with or cause annoyance to other exhibitors. **LIFS** reserves the right to determine at what point sound constitutes interference with others and if it must be discontinued.

Responsible Behaviour Services & Products:

- Business Vendors/Exhibitors will behave in responsible manner to the attendees throughout the Festival.
- Business Vendors/Exhibitors that offer services or products need to comply with the community moral standards, municipal by-laws and/or provincial and federal laws and regulations.

- Any misbehaviour and/ or misconduct and/ or any complaints will not be tolerated. Business Vendors/Exhibitors will be escorted to leave the premises, *immediately*.
- Business Vendors/Exhibitors who have been escorted out of the Venue will be invited back after 6:00 pm. to retrieve their properties. **LIFS** is not responsible in any way for any losses incurred due to this irresponsible behaviour.
- **LIFS** bears no legal responsibility for damages incurred to any third party and/or their properties in the process of eating, consuming, applying and/or using, etc. of products and services offered by the Business Vendors/Exhibitors before, during or after the Festival.
- If you provide **Food Sampling** during the Festival, please make sure that you have obtained a **Temporary Food Permit**. If you do not get a permit, the Business Vendor/Exhibitor will be escorted off the premises, immediately. Keep in mind that the application for the temporary permit needs to be received by the Public Health Inspector **30 days prior** to the event and has a **14 day** turnaround time.

Printed Materials and Signage:

- Distribution of promotional materials printed by Business Vendors/Exhibitors and/or their agents is restricted to the Business Vendors/Exhibitors individual space.
- **LIFS** shall impose a \$1000 fine on any company/business or its agents distributing materials outside of the space described above.
- Materials are not permitted in **LIFS** Information Area.
- Materials that may be used to contact patrons of your display should abide by anti-spam rules, which require you to obtain permission to email them, unless it's on an individual basis.

Music, Photographs and other Copyrighted Materials:

No vendor shall use any copyrighted music, photographs or other copyrighted materials without obtaining the proper permits and licenses to do so. **LIFS** bears no legal responsibility for any copyrighted fees, materials or legal actions.

Managing your Space Area:

- Subletting space is prohibited.
- Business Vendors/Exhibitors may not assign, sublet or apportion to others all or part of the space allotted to the Business Vendor's/Exhibitor's company, and may

not advertise or display goods or services other than those manufactured, distributed or sold by the Business Vendor's/Exhibitor's company in the regular course of its business.

- Business Vendors/Exhibitors must set up in the booth allocated to their application. Changes are prohibited.
- **All garbage and cardboard must be removed from your site at the end of the show.**

LIFS will impose a \$250 fine for not complying with the regulations as described above.

Space Area Staffing and Vendor Badges:

- Qualified employees of the Business Vendor's/Exhibitor's company must staff exhibits at all times during exhibit show hours.
- Each individual staffing a Business Vendor's/Exhibitor's booth is required to register and must wear the exhibitor badge provided.
- Two company representatives per booth will be provided Business Vendor's/Exhibitor's badges.

Set-Up Time:

- Business Vendors/Exhibitors set-up must take place during the scheduled time: **Friday, August 26, 2011: 3pm to 9pm**
- Further directions regarding loading, unloading, a venue map with entrance and exits will be provided to successful Business Vendors/Exhibitors two weeks prior to the event.
- Any display area **not** claimed by **9:00 PM PST on Friday, August 26, 2011** will be considered **cancelled**. There will be no refund.
- LIFS will provide on- site security for the overnight periods to oversee this area.

Take-Down Time:

- All Business Vendors/Exhibitors ***must*** remain until the closing of the show at 6:00 PM on Sunday, August 28, 2011.
- Business Vendors/Exhibitors shall not dismantle or remove their property in whole or in part before that time.
- All Business Vendors/Exhibitors must be packed and removed by : **Sunday, August 28, 2011 at 8pm**

Compliance with Local Ordinances:

- Business Vendors/Exhibitors will be individually responsible for compliance with local health, fire and safety and regulations.
- Local fire codes and ordinances require that the aisles be clear at all times.
- Demonstration areas shall not be placed on the aisle line of an exhibit.

Damage to Festival Venue:

- Business Vendors/Exhibitors must surrender space occupied in the same condition as it was at the time of occupation.
- Business Vendors/Exhibitors will be responsible for any damages to the Business Vendor’s/Exhibitor’s allocated space.
- Business Vendors/Exhibitors also agree to hold harmless **LIFS** from and against any and all claims and demands which may arise from or be assessed in connection with the foregoing undertakings and responsibilities of the Business Vendors/Exhibitors.

Costs:

Business Vendor/Exhibitor will acquire a 10’ x 10’ space and are supplied with one table and one chair per space. The price below includes both days.

Please choose the “Quantity” you require and multiply it by the “Subtotal” to calculate you’re “Payment Amount”

Item	Cost	HST	Sub-total	Quantity	Payment Amount
10’ x 10’ space each	\$200.00	\$24.00	\$224.00		
Extra tables each	\$ 10.00	\$ 1.20	\$11.20		
Extra Chairs each	\$5.00	\$0.60	\$5.60		
Electrical Power: per unit (30amp)	\$50.00	\$6.00	\$56.00		
Total Payment Amount					\$

General:

- All matters and questions not covered by the Agreement herein are subject to the decision of **LIFS**.

- The Agreement may be amended at any time by **LIFS** and all amendments that may be so made shall be equally binding on all parties affected by them, as are the original Agreement.
- Every effort will be made to accommodate special requests, but they cannot be guaranteed.

Acknowledgement:

Please sign below to acknowledge you have read and understand the policies and procedures in this document. By signing this Agreement, you agree to abide by all statements made within this Agreement. Also by signing this Agreement, you authorize **LIFS** to use any photos or videos showing you and/or your business/group on the **LIFS** website, in the media or as promotional materials in the future.

Business Vendor/Exhibitor Name: _____

Business Vendor/Exhibitor Signature: _____

Company Name: _____

Date Signed: _____

LIABILITY RELEASE:

In consideration for being permitted to take part in this event, we agree to perform diligently, preventing harm or injury to ourselves or others, and to keep indemnified the Organizers, Langley’s International Festival Society and the additionally insured; the Township of Langley, City of Langley, Langley Events Centre, Langley School District # 35, and their respective agents, officials, servants, and representatives from and against all claims, actions, costs, expenses, and demands in respect to death, injury, loss, or damage to persons or property, whomsoever caused arising out of or in, notwithstanding that the same may have been contributed to or occasioned by the negligence of the said bodies or any of their agents, officials, servants, or representatives. It is understood and agreed that this agreement is to be binding on the applicant, its heirs, executors, and assigns.

Signature:X _____ **Date:X** _____