

# CRAFT COUNCIL

## NEWFOUNDLAND & LABRADOR

**46TH ANNUAL CHRISTMAS CRAFT FAIR APPLICATION**  
**NOVEMBER 8-11, 2019 | JACK BYRNE ARENA, TORBAY**

**EXHIBITOR AGREEMENT:** Please read the following very carefully. Your application submission indicates that you have read and agree to the terms of this agreement.

1. Definitions: (a) "Exhibitor" means the holder of a booth at the Craft Council Christmas Craft Fair and includes the holder's employees, servants and agents; (b) "Craft Council" means the Craft Council of Newfoundland and Labrador, Inc.; (c) "Craft Fair" means the Craft Council Christmas Craft Fair; (d) "Craft Fair Premises" means the Jack Byrne Arena.
2. All goods will conform to the Craft Council Standards of Quality, and will have been reviewed and deemed acceptable by the Craft Council's Standards Committee.
3. Exhibitors' booths will be ready for preview by the Craft Council Standards and Craft Fair Committees by end of day on November 7th. Exhibitors must open on time and remain open and staffed for the duration of the Fair. For Health and Safety reasons, Exhibitors must strictly adhere to their Booth boundaries. Any product or display units outside the booth boundaries will not be allowed. A fine of \$150.00 will be levied to those who extend beyond their boundaries.
4. The consumption of alcoholic beverages is prohibited on the Craft Fair floor.
5. Undercutting your retail prices for the Fair, or clearance pricing is not allowed. No raffle booths of any sort permitted without explicit written permission of the Craft Council.
6. Exhibitors cannot assign, share, split and/or sell any space granted without written permission of the Craft Council. Abandoned booths (no show, sold out) are in breach of contract and can be resold/reused by the craft council at no liability to the Exhibitor.
7. Exhibitors acting as agents for other craftspeople must attach a list of those people, including personal, corporate and/or trade names to this agreement. Inclusion of these names will constitute confirmation that the agent has their permission to act on their behalf, and renders this agreement binding upon them.
8. All goods must conform to any and all applicable federal, provincial or municipal legislation, regulations and bylaws. This is the Exhibitor's responsibility.
9. All applicable taxes must be added to selling prices and remitted to Canada Revenue Agency as appropriate.
10. The Exhibitor shall not engage in conduct which results in damage to the Craft Council Christmas Craft Fair premises or other Exhibitor's property and shall not interfere with the operations of Craft Council Christmas Craft Fair or any other Exhibitor's booth.
11. Exhibitor participation in Craft Fairs is subject to maintaining status at the date of acceptance & the dates of participation in the Craft Fair as: (a) a marketing member of the Craft Council in good standing with all fees paid up to date; (b) not being in arrears or default in the payment of any fees or debt to the Craft Council, including without limitation, Loan Board, rentals and shipping fees at the Craft Council. The Exhibitor agrees that the deposit may be applied to the Craft Council against any such debt, whether or not the Exhibitor is permitted to participate in the Craft Fair.
12. All booth fees must be paid on or before September 30, 2019, or the booth reservation will be released and resold.
13. All booth cancellation requests must be submitted in writing. Prior to September 30th, Exhibitors may cancel their booth, however the booth deposit is non-refundable. After September 30th, booth cancellations are offered under extraordinary circumstances pending board approval. Exhibitors fees (minus deposit) will be credited to next year's show.

14. The Exhibitor will reimburse the Craft Council for any damages incurred at the Jack Byrne Arena and/or Craft Fair Premises by the Exhibitor or by any employees or agents thereof.
15. The Exhibitor agrees to indemnify and save harmless the Craft Council, the Jack Byrne Arena from any and all liabilities, damages, costs, claims, suits, or actions arising out of the Exhibitor's participation in the Craft Fair including without limitation (a) any breach, violation, or non-performance of any term or condition of this Agreement, set forth and contained on the part of the Exhibitor, to be fulfilled, kept, observed and performed; (b) any damage to property while said property is in or about the Craft Fair Premises; (c) any injury to any licensee, invitee, agent or employee of the Exhibitor, including death resulting at any time therefrom, occurring in or about the Craft Fair Premises or (d) any interference with the operations of the Craft Fair or any other Exhibitor and this indemnity shall survive the closing of the Craft Fair. It is recommended that the Exhibitor carry suitable insurance and all expenses of insurance shall be borne by the Exhibitor.
16. The Craft Council, the Jack Byrne Arena shall not be liable in damages or otherwise for failure to carry out the terms of the Agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrections, riot, civil commotion, strike or by any cause whatever beyond the control of the Craft Council, the Jack Byrne Arena whether similar to or dissimilar from the causes enumerated herein. In any event, liability to the Exhibitor for failure to carry out the terms of this agreement shall be limited to the return of the rental fee in whole or in part at the discretion of the Craft Council.
17. The Craft Council shall be responsible for the general security of the craft fair premises for the duration of the craft fair, but shall not be responsible for individual booths whether the Exhibitor's booth is staffed and open to the public or not, and shall not in any event be responsible for care and control of the Exhibitor's equipment and property or the equipment and property of third parties used by the Exhibitor, all of which shall be the sole responsibility of the Exhibitor throughout the Craft Fair.
18. In the event that the Exhibitor breaches this Agreement: (a) the Craft Council shall have the right to unilaterally terminate the Agreement forthwith without notice and resell/reuse the booth; (b) such breach may result in a one-year suspension from Craft Fairs at the absolute discretion of the Craft Council; (c) the Exhibitor shall not be entitled to the return of any monies paid on account of the rental of the booth, which monies shall be retained as liquidated damages and not as penalty, nor shall they have any recourse, claim or right of action against the Craft Council for any damages or losses, either foreseen or unforeseen arising at any time from such breach.
19. If the Exhibitor opts to use the Craft Council service to allow the acceptance of credit card payments, the Exhibitor agrees to pay the 6% charge levied. The Exhibitor may not charge a surcharge to customers to cover this fee at the time of purchase. Credit/debit claims received after November 30 will carry a 20% charge.
20. The Christmas Craft Fair is a Family-friendly event, and as such, any promotional materials or signage may not contain profanity or explicit content. You are able to carry and sell this product in your booth, however you must have an 'explicit content' sign on display, which can be provided by the Craft Council. All vendors **must** comply with this regulation.

## IMPORTANT NOTES:

- There will be a maximum of four one-day booths available for vendors at a size of 10' x 4', each day of the fair.
- Applications from juried members received after the September 30th deadline may be accepted provided there is space available.
- Due to print deadlines, late applications may not be included in the Craft Fair floorplan.
- Applicants may choose size of booth; fair staff will assign location considering space requested, medium, or special needs (i.e. scent-free)
- Booth locations will be assigned and floorplan finalized and posted following the September 30th deadline. There will be **minimal overhead lighting** provided at the Craft Fair. **All booth lighting is the responsibility of the booth holder.**
- **The Craft Council is NOT responsible for the Wi-Fi in the Arena. It is provided free of charge, but if the wifi is sporadic, the member is responsible for providing an alternative method of accepting payment. This may include: cash, personal Wi-Fi hot spots, EMT, etc.**
- There will be a Best New Product Award (presented at opening of Fair) applications will be in your booth holders package
- There will be a Best Booth Display Award (presented at booth holders meeting) ballots will be in your booth holders package
- Booth set-up will be on Thursday, November 7th. Exact times will be in Craft Fair information to come.

On behalf of the Craft Council of Newfoundland and Labrador,

A handwritten signature in black ink that reads "Lawrence Gause". The signature is written in a cursive style with a large, looping initial 'L'.