

## EXHIBITOR AGREEMENT:

Please read the following very carefully. Your signature on this form indicates that you have read and agree to the terms of this agreement.

1. Definitions: (a) "Exhibitor" means the holder of a table in the Craft Council craft tent at the NL Folk Festival, and includes the holder's employees, servants and agents; (b) "Craft Council" means the Craft Council of Newfoundland and Labrador, Inc.; (c) "NL Folk Festival" means the; (d) "Craft Council booth Premises" means the craft tent.
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 must open on time and remain open and staffed for the duration of the Folk Festival.
4. The consumption of alcoholic beverages is prohibited in the Craft Council craft tent.
5. Undercutting your retail prices, or clearance pricing is not allowed.
6. Exhibitors cannot assign, share, split and/or sell their table without written permission of the Craft Council. Abandoned tables (no show, sold out) 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 tent, or other Exhibitor's property and shall not interfere with the operations of Craft tent or any other Exhibitor's booth.
11. Rental fees must be **paid with application** or the table reservation will be released and resold.
12. Table cancellations are offered under extraordinary circumstances pending board approval.
13. The Exhibitor will reimburse the Craft Council for any damages incurred at the Craft Council booth and/or NL Folk Festival Premises by the Exhibitor or by any employees or agents thereof.
14. The Exhibitor agrees to indemnify and save harmless the Craft Council, the NL Folk Festival from any and all liabilities, damages, costs, claims, suits, or actions arising out of the Exhibitor's participation in the Craft Council booth 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 Council booth 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 Council booth Premises or (d) any interference with the operations of the Craft Council or NL Folk Festival or any other Exhibitor and this indemnity shall survive the closing of the NL Folk Festival. It is recommended that the Exhibitor carry suitable insurance and all expenses of insurance shall be borne by the Exhibitor.
15. The Craft Council, the NL Folk Festival 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 NL Folk Festival 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.

16. The Craft Council shall not be responsible for individual tables whether the Exhibitor's table 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.
17. 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 table; (b) the Exhibitor shall not be entitled to the return of any monies paid on account of the rental of the table, 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.

***I have read, understood and agree to the conditions set out in the above Exhibitor's Contract.***

Signature of Exhibitor:

Print Name:

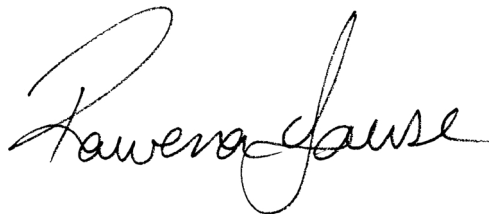
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Date:

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On behalf of the Craft Council of Newfoundland and Labrador,

A handwritten signature in cursive script that reads "Lawrence Gause". The signature is written in black ink and is positioned below the text "On behalf of the Craft Council of Newfoundland and Labrador,".