HYPICH MARKETING
45 Roncesvalles Ave. Toronto, Ontario M6R 2K4
O. 416.388.2704 F. 647.343.3033
E. events@hypitchmarketing.com W. hypitchmarketing.com

Terms and Conditions – Grilled Cheese Challenge

This agreement is made between the applicants herein after referred to as the "Exhibitor" and Lakeshore Village Business Improvement Area hereinafter referred to as "LVBIA" the owner of the 2020 Grilled Cheese Challenge hereinafter referred to as the "Event".

1. OFFICIAL AGENT: LVBIA has retained Hypitch Marketing as an event management team, herein referred to as the "Event Manager" as the exclusive and official agent for LVBIA with regard to the sales and management of all Exhibit Space including display, exhibit, promotion, sampling, and vending at the Event.

2. EVENT: The Event is the 2020 Grilled Cheese Challenge taking place at Lake Shore Blvd W. and 7th Street, Toronto, Ontario (hereinafter referred to as the "Site").

EVENT DATE AND TIME:
Saturday **TBD**, 2020 from 11:00am to 9:00pm

LOAD IN / OUT SCHEDULE:
7:00am to 10:00am and 9:30pm to 11:00pm

All Vehicles must be removed immediately upon unloading of equipment. Load Out schedule is an estimate and may begin only after significant crowd dispersal as judged by Event Staff.

Times and dates are subject to change and exhibitors will be notified prior to event.

3. LICENSE: Upon acceptance of this agreement, the Event Manager will grant to the Exhibitor a non-exclusive license to enter upon and use the assigned Exhibit Space(s) within the Site for the sole purpose of the display, exhibit, promotion, sampling or sale of goods and services identified and approved. Further the Exhibitor agrees to honour all Event official suppliers and sponsors as designated by the Event Manager.

4. EXHIBIT SPACE: The Event Manager cannot guarantee that any Exhibitor will have a particular location or position at the Event. Event Managers will have the sole authority with respect to assigning of locations. All activities by the Exhibitor will be restricted to the location(s) hereinafter referred to as the "Exhibit Space" that is designated for and assigned to the Exhibitor by the Event Manager and may or may not include the right to vend or sell products or services or conduct sampling. While using the Exhibit Space, Exhibitors shall:

(1) Ensure that Exhibit Space is completely setup, operable and staffed during all Event operating hours.
(2) NOT permit any person other than its employees to use any part of the Exhibit Space.
(3) NOT conduct any activity other than activities approved in writing by the Event Manager.
(4) Keep the Exhibit Space and associated tent and equipment in a clean and tidy condition at all times to the satisfaction of the Event Manager.
(5) If serving food and beverages, ensure that the food and beverages are stored, prepared and served in accordance with all City of Toronto by-laws, regulations, and requirements and all provincial and federal laws for the preparation and service for food and beverages.
(6) Remove all litter and refuse from the Exhibit Space and ensure that it is placed in the refuse bins provided by the Event.
(7) If tent is supplied by Event Manager, NOT make any alterations, decorations or additions to the interior or exterior of event supplied tent(s) nor install any fixtures, fittings or signage without prior consent of Event Manager.
(8) NOT cause any strain by placing excessive weights on the floor, walls or ceiling of the event supplied tent where applicable.
(9) NOT interfere with or cause any interruption of the electrical service to your Exhibit Space or any other vendor (if applicable).
(10) NOT use any bottled gas or gas equipment in or adjacent to the Exhibit Space or any other location on the Site without the prior written approval of the Event Manager and the applicable Municipal, Provincial and Federal regulatory agencies.
(11) NOT use or permit the distribution of free product sampling on the Site unless prior written approval has been obtained by the Event Manager
(12) Ensure any electrical equipment required in the Exhibit Space is approved by Event Manager prior to its installation by the Exhibitor. It shall be installed in conformity with all appropriate building codes, permits or regulations and shall be properly insulated and used in such a manner that it is not dangerous or obstructive.
(13) Be responsible for hiring, training and, where appropriate licensing, all preparation, service and clean-up staff and shall comply with the Employment Standards Act and the Occupational Health and Safety Act for the Province of Ontario.
(14) Be responsible for all supplies and services required to operate the Exhibit Space including but not limited to paper and plastic cups, plates, knives, forks and spoons.
(15) Be responsible for the safety and security of their product, displays, fixtures, equipment, vehicles and all other such items that the Exhibitor may bring on to the Site during the Event including the move-in and move-out periods.
(16) Agree and ensure that all employees, officers, agents, service providers, etc. shall comply with all terms and conditions of this agreement and further agrees that the Event Manager may, from time to time, give the Exhibitor further reasonable instructions that will not interfere with the principle use of the Exhibit Space and the Exhibitor shall ensure that these further instructions are complied with by its employees, officers, agents service providers, etc.

5. EXHIBITOR'S PROPERTY: Exhibitor's Property including but not limited to, displays, merchandise, fixtures, equipment, vehicles, etc. that are brought on to the Site during the Event including the move-in and move-out periods shall be brought on to the Site at the Exhibitor's own risk and neither LVBIA nor the Event Manager nor the City of Toronto may be held responsible for the loss or damage of any property of the Exhibitor, its officers, agents, employees resulting from any cause whatsoever.

6. TENTS: Tents that are not provided by the Event Manager are the responsibility of the Exhibitor. All tents must be erected by the Exhibitor in accordance with all City of Toronto by-laws, regulations, and requirements and all provincial and federal laws. **All tents must be secured/weighed down with sufficient weight to ensure they are safely secured for all weather conditions.**

7. WATER: Potable water is not available on Site. If water is required, it is the responsibility of the Exhibitor to ensure that they comply with all City of Toronto by-laws, regulations, and requirements and all provincial and federal laws related to the use and disposal of water and/or other liquids.

8. GARBAGE AND CLEAN-UP: Exhibitors are responsible for the clean-up of their Exhibit Space. All garbage generated as a result of their operation must be put in designated bins, dumpsters and pick up areas for pick-up and disposal by the Event. All exhibitors and vendors must leave their Exhibit Space(s) as they found it, clear of all garbage, grease stains and oil spills. Failing to do so, will result in fines and clean up fees in excess of $500.00 billed directly to the exhibitor.

9. PERMITS & TAXES:

(1) Exhibit Permits: Each Exhibitor is responsible for obtaining and maintaining all permits and licenses required for the operation of their Exhibit Space including, without limitation to, those required by the City of Toronto, the Province of Ontario and all applicable health authorities and all applicable liquor licensing agencies where applicable.

(2) Taxes: Each Exhibitor is responsible for collecting, reporting and paying applicable HST and any other applicable Tax relating to all Exhibit sales.

10. PAYMENTS: No Exhibitors will be allowed to set up on-site until all monies owed including exhibit fees, taxes, permits, service fees, etc. are paid in full.

11. CANCELLATION: Should the Exhibitor wish to cancel this agreement or reduce the total number of Exhibit Space(s), the Event Manager or LVBIA will refund all payments received less fifteen percent (15%) of the total payment or a minimum of fifty-dollar ($50.00) administrative fee, only if written notice of the request of cancellation is received by the Event Manager no less than 30 days before the Event date. Should the Event Manager receive notice of cancellation with less than 30 days before the Event, the Exhibitor will not receive a refund.

In the event that the event/festival be cancelled or postponed or otherwise not held for any reason whatsoever or resulting from strikes, riots crime lockouts, fire, act of terrorism or war, disease or epidemic, public health emergency, or an event described by the legal term acts of God such as hurricane, flooding, earthquake etc., the LVBIA and the Event Manager shall not be liable for any payments, compensation or expenses. The Event Manger or the LVBIA will refund all payments received less fifteen percent (15%) of the total payment or a minimum of fifty-dollar ($50.00) administrative fee.

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12. ORDERS/RENTALS: The Event Manager will only accept orders upon receipt of the completed Exhibit Application/Agreement and the required payment(s). All orders will be processed on a first paid first served basis. The Exhibitor is responsible for all loss or damage to equipment, however caused, through the rental period. Willful abuse, negligence, theft, or missing items are the total responsibility of the Exhibitor. Unreturned items will be billed at replacement value. The Exhibitor agrees to properly protect, safeguard and operate all equipment while it is in its possession and to return equipment to Event Management at the expiry of lease.

13. GENERATORS/POWER: No external generators are permitted on site. Power may be requested and purchased in advance but is not available in all locations.

14. PRIVATE EXHIBIT:

(1) Private Exhibit sites at the Event and or on the Site will not be permitted.

(2) Any Exhibitor involved directly or indirectly, through the supplying of products to Exhibitors not in possession of a valid Event Exhibit permit or in a location other than that which the Event Manager has approved, will result in Event Manager withdrawing the Exhibit permit without financial reimbursement and removing the Exhibitor from site.

(3) Any Exhibitor involved directly or indirectly in the selling of products that are not consistent with the image or spirit of the Exhibit permit and or products that have not been previously approved by the Event Manager may result in the closing of Exhibitor's Exhibit Space(s) and/or the confiscation of all or a portion of the Exhibitor's product and/or the removal of the Exhibitor and their product from the Site without any financial reimbursement.

(4) Event Manager reserves the right to approve all products and services to be displayed, exhibited, promoted, sampled and sold. Said approval shall not be unreasonably withheld provided all products are appropriate for displaying or vending at the Event.

(5) All branded products must be officially licensed or purchased from the brands official licensee.

(6) Products and services may not advertise or promote brands that compete with the Event's official sponsors, partners and suppliers

15. ADVERTISING:

(1) Exhibitors are permitted to place or erect advertisements, banners, pennants, flags, symbols, logo decals, signs, posters or displays in the Exhibit Space provided that they are in keeping with the image or spirit of the Exhibit and/or the theme of the Event. Exhibitors may not advertise or promote brands that compete with the Event's official sponsors, partners and suppliers and the Event Manager and/or the LVBIA reserves the right to require the Exhibitor to remove any conflicting or offensive advertising material without any financial reimbursement.

(2) It is strictly forbidden to use the Event name or logo or any other Event affiliated, associated, or related names, logos or trademarks without the authorization of Event Manager.

(3) It is strictly forbidden to sell any merchandise, (e.g. clothing, souvenirs etc.) carrying the official name or logo of the Event without the prior written approval of the Event Manager.

16. PREMIUMS: Exhibitors are permitted to use merchandise, premiums and promotional material in connection with any promotional activities on site, such as; giveaways, self-liquidating programs, joint merchandise programs, sales incentive programs, door openers, traffic builders or any other promotional program for publicity purposes or in connection with any similar method of merchandising designed to promote their exhibit and/or the sale products or services at their Exhibit Space. Exhibitors may not use merchandise, premiums or promotional material that promote brands that compete with the Event's official sponsors, partners and suppliers. The Event Manager and/or the LVBIA reserves the right to require the Exhibitor to remove any conflicting or offensive merchandise, premiums or promotional material without any financial reimbursement.

17. ACCREDITATION / PARKING PASSES / SERVICE PASSES / VEHICLE ACCESS:

(1) ACCREDITATION PASSES: Given that the Event is a "free event", no Exhibitor accreditation passes will be issued.

(2) PARKING PASSES: No Exhibitor Parking Passes will be issued. We are unable to provide parking for Exhibitors, and parking on side streets is very limited and must be done in accordance with City of Toronto parking by-laws and regulations.

(3) VEHICLE ACCESS: Vehicle access to the Site will be restricted to the Load In / Out Schedule with a Supply Vehicle Permit.

18. INSURANCE: The Exhibitor agrees to the following insurance requirements and shall:

(1) Maintain comprehensive general liability insurance with a combined single limit of not less than $2,000,000 per occurrence and in the aggregate for bodily injury and property damage with Lakeshore Village BIA, Grilled Cheese Challenge, Hypitch Marketing, and City of Toronto as additional insureds.

(2) Provide the Event Manager with an insurance certificate that will confirm these coverages for the entire period of the Event and that the policies contain severability of interest and cross liability clauses. This certificate of insurance must be provided to the Event Manager no less than 30 days before the Event date. Failure to provide the insurance certificate could result in cancellation of this Agreement at the Event Manager's sole discretion.

(3) Acknowledges that its equipment and property at the Event is not protected by insurance against fire, theft, vandalism, etc. by the festival market and the protection of such is the responsibility of the Exhibitor.

19. LIMITATIONS OF LIABILITY: Management will provide adequate and reasonable security for the Event. However, neither Event Management nor the City of Toronto, nor LVBIA nor any of their respective directors, officers, employees, agents or sub-contractors (collectively, the "Releasees") will be liable for, and the Exhibitor hereby releases and forever discharges the Releasees from and against, any and all sub-contractors arising out of or in any way related to the Exhibitor's use and/or occupation of Exhibit Space, the Exhibitor's attendance at and participation in the Event, or the acts or omissions (negligent or otherwise) of the Exhibitor, its employees, agents or sub-contractors, notwithstanding that such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees.
The Exhibitor's products, property and exhibits/displays while at the Event shall be at the sole risk of the Exhibitor.

20. INDEMNIFICATION: The Exhibitor agrees to the following indemnification requirements and shall fully indemnify and hold the Releasees, and each of them, harmless from and against any and all losses, damages, actions, claims, liabilities, costs, expenses, rights and demands of any nature or kind whatsoever, including but not limited to personal injuries, death, disability, property damages, and legal fees and expenses for litigation and settlement, arising out of or in any way related to the license granted hereunder, any occurrence in or upon or at the Event, the Exhibitor's use and/or occupation of Exhibit Space, the Exhibitor's attendance at and participation in the Event, the Exhibitor's violation of any laws or ordinances the violation or breach of any provision of this Agreement by the Exhibitor, or the acts or omissions (negligent or otherwise) of the Exhibitor, its employees, agents or sub-contractors, notwithstanding that any such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees.

21. EXHIBITOR APPOINTED CONTRACTORS (EAC): Exhibitors who desire to use an EAC to set up and/or dismantle their Exhibit Space(s) must provide Event Manager with the following information no less than 30 days before the Event: a) name address, and telephone number of the EAC; b) name of the supervisor to be in attendance; c) a valid certificate of insurance with minimums of $100,000 workmen's compensation and employer's liability. General liability coverage must provide for $2,000,000 per occurrence and in the aggregate for bodily injury and property damage; and d) a statement that the EAC shall comply with Exhibitor/Vendor Terms and Conditions. All Exhibitors shall ensure that all employees or contractors will be governed by the Employment Standards Act and Occupational Health and Safety Act for the Province of Ontario.

22. FORCE MAJEURE and ACTS OF GOD: LVBIA and the Event Manager shall have no liability whatsoever for any matter or thing resulting from strikes, riots crime lockouts, fire, act of terrorism or war, disease or epidemic, public health emergency or an event described by the legal term act of God such as hurricane, flooding, earthquake etc. that shall prevent one or both parties from fulfilling their obligations herein.