



IT'S YOUR FESTIVAL

June 29, 30 and July 1, 2024

REGULATIONS

Please be advised that the regulations listed herein apply to all Vendors, and Exhibitors permitted to operate in the Park by the Festival Organizers.

1. **INSURANCE:** All Vendors/Exhibitors must have and maintain appropriate liability insurance coverage for the sale of goods and service of at least \$1,000,000. Proof of insurance must be provided to the HFAHC NO LATER THAN thirty (30) days prior to the start of the Festival. **ALL VENDOR/EXHIBITOR INSURANCE POLICIES SHALL NAME HAMILTON FOLK ARTS HERITAGE COUNCIL AND THE CITY OF HAMILTON AS ADDITIONAL INSURED.**
2. **RELEASE FORM:** All Vendor/Exhibitors are required to execute the Release Form in favour of HFAHC. Vendors/Exhibitors submitting an application without an executed Release Form will be provided with notice and one opportunity to submit an executed Release Form, and a failure to do so within ten (10) days of receipt of such notification shall result in such Vendor/Exhibitor's application being denied for consideration by HFAHC.
3. **REQUIRED DOCUMENTATION:** Vendor/Exhibitor agree that in the event this agreement is terminated as a result of Vendor/Exhibitor's failure to provide any required documentation, Vendor/Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages.
4. **SPACE RENTAL FEE:** Vendor/Exhibitor agrees to rent a booth space as indicated above during the Festival in accordance with the terms herein. ALL FEES ARE DUE AND PAYABLE WITH THE SUBMISSION OF THIS APPLICATION. No subletting of booth space will be permitted without the express written permission of HFAHC. All Vendors and Exhibitors will have the right to use the same spot for the duration of the Festival. Vendors must only utilize and occupy the space they have been assigned. ANY MOVING OR EXTENDING of your space without expressed permission from the Festival organizers will be CAUSE FOR EVICTION FROM THE PARK.
5. **CANCELLATION:** Vendor/Exhibitor acknowledges that in the event Vendor/Exhibitor cancel after MARCH 15, 2024, the entire booth fee and other equipment fees paid will be forfeited.
6. **VENDOR SELECTION:** Vendor selection is at the sole discretion of HFAHC. All applications will be reviewed and a selection process will make the final determination of Vendors/Exhibitors that will participate. Vendor exclusivity cannot be guaranteed. All Vendors/Exhibitors which are not selected by HFAHC will receive a refund of all fees paid in accordance with the submission of an application. Return of this Application form does not automatically ensure that a Vendor/Exhibitor is accepted as a Vendor/Exhibitor for the Festival. All approved Vendors/Exhibitors will be informed by HFAHC upon acceptance.
7. **HOURS OF OPERATION:** Vendor and Exhibitor booths must be fully staffed, and must remain fully staffed, and prepared to serve attendees during the dates and times of **SATURDAY, JUNE 29th – MONDAY, JULY 1st, 2024 from 12:00 PM until 11:00 PM DAILY**, regardless of weather conditions. Vendor hours may change; the final determination will be made 2 weeks before the Festival.
8. **PARKING REGULATIONS:** ALL VENDORS & EXHIBITORS must park in the designated area instructed by their parking pass.. Please keep parking pass on dash at all times. All vehicles must be moved out of the festival area by 11:00 am each day. If deliveries have to be made, the vehicle must be escorted. Any vehicle illegally parked in their non-designated area, will be promptly tagged and towed out of the park at the owner's expense.

9. **CHECK IN:** All Vendors and Exhibitors must check in with Festival organizers at the designated location PRIOR TO setting up, to pick up your parking pass.
10. **SET-UP:** Set-up begins Friday, June 28th, from 10:00 AM – 6:00 PM. Booth supplies must be dropped off no later than 11:00 AM on SATURDAY, JUNE 29TH, 2024, at which time all vehicles must be removed from the vendor area and parked in location designated to you.
11. **LOAD-OUT:** All Vendor/Exhibitor materials and equipment must be removed from the Gage Park grounds by 4:00 PM on WEDNESDAY, JULY 3RD, 2024.
12. **DISPLAYS:** HFAHC reserves the right to re-locate any exhibit or display where it is in the best interest of the Festival. HFAHC reserves the right to cancel any exhibit or display that is not in the best interest of the Festival.
13. **APPLICABLE LAWS/REGULATIONS:** All Vendors and Exhibitors are subject to Federal, Provincial, and Municipal laws while in the Park. Vendor/Exhibitor agree to attain to the exclusive jurisdiction of the courts of the Province of Ontario. Any Festival participants who fail to comply with these laws will be removed from the Park without refund.
14. **CONDUCT:** Vendors/Exhibitors must not smoke or consume alcoholic beverages outside of any assigned space. Vendors/Exhibitors must be suitably attired at all times. Behavior unsuitable for the Festival or which constitutes a public nuisance will not be permitted and will constitute cause for eviction without refund. HFAHC will in its sole discretion determine whether an act is suitable for the Festival.
15. **PETS:** Vendors and Exhibitors are not permitted to bring pets to the park during the Festival.
16. **ELECTRICITY:** As part of your agreement with the HFAHC one outlet will be supplied to you (with the exception of food vendors). You must inform the HFAHC if you require any additional outlets. All additional outlets will be subject to a fee payable and collected by our Electrical supplier upon installation. Vendors and Exhibitors are required to bring their own extension cord with a minimum length of 100 feet long.
17. **CLEANLINESS OF SPACE:** Vendors must keep rental area clean and free of litter and refuse. A \$100.00 cleaning fee will be charged to Vendors who do not abide by this condition at the end of the festival if the Vendor leaves area unclean.
18. **NOISE:** Vendors and Exhibitors must keep music and other operational noises to a level which does not reasonably interfere with or disturb other Vendors, Participants or any Patrons. Excessive noise will not be tolerated and repeated violations will be cause for eviction from the park without refund of any fees paid by Vendors or Exhibitors.
19. **PROHIBITED MATERIALS:** Any Vendor or Exhibitor offering for sale any of the following will be closed down and evicted from the park:
 - Pornographic material such as photos, videos, movies, CD's, DVD's, etc.
 - Violent material or material depicting or encouraging hate against an identifiable group
 - Narcotics and related paraphernalia: any gear or contraptions designed for use with illegal drugs
 - Material that can be construed as unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, profane, or any other material that could give rise to any civil or criminal liability under application Provincial and Federal laws.
20. **CHANGE:** HFAHC is not responsible for providing change or other monetary exchange services.
21. **BEVERAGE SALES:** No beverages of any kind may be sold or distributed by Vendors/Exhibitors except those beverages purchased by Vendor/Exhibitor from HFAHC's designated beverage supplier
22. **SALES TAX:** Vendors and Exhibitors are responsible for all applicable sales and other taxes. HFAHC assumes no liability for collection or improper sales tax or otherwise.

23. **ARTS & CRAFTS ONLY:** A minimum of 70% of items must be HANDMADE by the Exhibitor, unless previously approved by HFAHC. The Festival Organizers reserve the right to have the Exhibitor remove any article that is not handmade, or not previously approved by the Festival Organizers.
24. **SALES & AUDIENCE SIZE:** It's Your Festival and HFAHC does not guarantee sales volumes or audience size. The Vendors and Exhibitors executing this application acknowledge that the fees paid in conjunction with such application are limited to the provision of space to operate the Vendor's or Exhibitor's booth during Festival hours.
25. **PUBLICITY:** Upon receipt of payment and approval of Vendor/Exhibitor's application, Vendor/Exhibitor agrees to allow HFAHC use of names, likeness, and other materials as may be deemed appropriate for advertising, publicity, or marketing promotion of the Festival, without compensation. Vendor/Exhibitor may be asked to link to the HFAHC website to increase publicity for the Festival.
26. **CANVASSING:** Vendor/Exhibitor may canvass only from inside their booth space. Canvassing outside of the booth space is not permissible and Vendor/Exhibitor shall be liable for immediate closure, removal from the Festival and loss of all monies submitted for such action.
27. **SECURITY:** Vendors/Exhibitors are responsible for the security of their own property and equipment at all times. No security personnel will be assigned specifically to Vendors/Exhibitors. The Festival shall not be held responsible for loss, theft or damage to any property left on the grounds at any times.
28. **VIOLATIONS:** Vendor/Exhibitor acknowledges that a breach of any of the terms of this agreement may result in the termination of this agreement and the preclusion of Vendor/Exhibitor's participation in the Festival. In the event this agreement is terminated as a result of a breach by the Vendor/Exhibitor, Vendor/Exhibitor shall not be entitled to any refund but shall forfeit all amounts previously paid as liquidated damages and shall be in addition to any other rights and remedies available to HFAHC.
29. **INDEMNITY:** Vendor/Exhibitor shall indemnify and hold the Festival, HFAHC, and HFAHC staff, contractors, volunteers, directors and officers harmless from any claim or cause of action arising out of or in connection with the acts or omissions of Vendor/Exhibitor under this agreement, and shall reimburse HFAHC for any costs, including but not limited to, reasonable attorney's fees incurred in defense against any such claim.
30. **AGREEMENT MODIFICATIONS:** No prior or present agreements or representations/warranties shall be binding upon any of the parties hereto unless incorporated into this agreement. No modification or change in this agreement shall be valid or binding on the parties unless in writing, executed by the parties to be bound hereto.
31. **RESOLUTION OF DISPUTES:** In the event a dispute arises in any manner as a result of, or in any way related to this agreement, the parties hereto agree to submit the same to a single arbitrator selected by the HFAHC, and such arbitration shall be conducted in accordance with the *Arbitration Act, 1991*, SO 1991, c. 17. The decision of the arbitrator shall be final and binding and recourse to the courts shall only be permitted to enforce the judgment of the arbitrator.
32. **FORCE MAJEURE:** Neither party to this agreement shall be liable nor deemed in default for any delay or failure in performance under this agreement during such period of delay or failure resulting from acts of nature or God, civil or military authority, acts of the public enemy, terrorism, war, fires, explosions, earthquakes, hurricanes, floods, vandalism, labor strikes, epidemics, embargo, wide-spread internet services outages, wide-spread telecommunications disruptions, or any cause beyond the reasonable control of the party affected thereby. Each party shall utilize good faith efforts to perform its obligations under this agreement in the event of any such occurrence. Force Majeure does not include the financial difficulties of a party. The parties acknowledge that refunds of any fees paid hereunder shall not be provided following the occurrence of any force majeure.