

## **BEETON HONEY AND GARDEN FESTIVAL VENDOR TERMS AND CONDITIONS**

### **THIS AGREEMENT WILL AFFECT YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING**

I hereby make application to sell wares, products, or offer or demonstrate products or services to the public at a street fair called the Beeton Honey and Garden Festival (referred to as 'Honey Fest') and I have read, understand and agree to each and all of the following terms & conditions.

#### **Conditions to Operate a Vendors Booth, Event, or Activity**

##### **Photographic Consent**

1. The Honey Fest reserves the right to take photographic or film any of its Vendors, events and I/we hereby agree that Honey Fest may use any such photographic or film records for promotional and /or commercial purposes, as well as approve such use by third parties with whom Honey Fest may engage in marketing, without any remuneration to me. I hereby assign all right, title, and interest I may have in or to any and all media in which my name or likeness might be used by Honey Fest in any form of media.

##### **Waiver of Liability & Indemnity Agreement**

2. A Vendor shall not be permitted to participate in the Honey Fest unless a "Waiver of Liability & Indemnity Agreement" in the form provided without amendment, is properly signed, witnessed and delivered to the Honey Fest, failure to provide same permits the Honey Fest to disallow participation, or to be removed from the Honey Fest Site.
3. In consideration of Honey Fest accepting my application for and permitting me to participate in the Honey Fest, on lands owned by or under the control of the Town of New Tecumseth, the County of Simcoe, or other private property owners, the following waiver releases the Town of New Tecumseth, the County of Simcoe, private property owners, and the Honey Fest, and I am aware I am responsible for risks, and agree not to sue for the benefit of the named parties.

##### **Waiver & Release from Liability**

I waive any and all claims that I have or may in the future have against the Honey Fest, and I release from all liability and agree not to sue the Honey Fest, the Town of New Tecumseth, the County of Simcoe and any of their shareholders, directors, officers, employees, members, employees, servants, agents, volunteers, contractors, suppliers, representatives, (collectively, the "Personnel") for any personal injury, death, property damage claims arising from my participation in the Honey Fest, whether it arises from facilities, activities, other loss that I sustain as a result of my participation in the Honey Fest from to any cause whatsoever, on the part of any one or more of

Honey Fest, the Town of New Tecumseth, the County of Simcoe, the personnel or others, including but not limited to: (a) negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances; and (b) breach of any other duty imposed by law, including any duty imposed by occupiers liability or other legislation; and (c) breach of any contract; and (d) mistakes or errors in judgment of any kind.

I understand that by signing this document (which I acknowledge having had the opportunity to read before signing) that I am giving up rights I may have at law to claim for damages against the parties named herein.

**Indemnity Agreement**

Further, in consideration of being allowed to operate at the Festival, I agree to indemnify and hold the Honey Fest, harmless from any claims, demands, suits, or actions howsoever, wheresoever, and whensoever arising from my participation in the Honey Fest. This agreement is a binding upon my family, heirs, and assigns. I understand that insurance coverage is a condition of being permitted to operate vendor’s concession at the Honey Fest and my failure to provide proof of insurance to the Honey Fest, is the reason I am signing this document. If the Honey Fest is sued or has to pay any money because of my actions or products, no matter what they are, or how they happen, I understand this agreement means that I must pay the Honey Fest any money that it may be required to pay to others due to or arising from my actions or my failure to act, whether I intend them or not. I am responsible for all of their costs, including any legal fees or out of pocket expenses. I am signing this agreement as a condition, and in consideration of being permitted entry and being allowed to set up a non-food vendor’s concession or an information booth at the Honey Fest.

**Please print or type.** A separate application form and waiver must be filled out for each individual, employee or agent of the Vendor for whom application is made.

**Applicant’s Signature** \_\_\_\_\_ **today’s Date:**

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_

Signed and witnessed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. Day/month/year

\_\_\_\_\_

Signature of APPLICANT (PARENT OR LEGAL GUARDIAN IF REQUIRED)

\_\_\_\_\_ Employee Signature

\_\_\_\_\_ Employee Signature

\_\_\_\_\_ Employee Signature