

IMPORTANT: CERTIFICATE OF LIABILITY INSURANCE

As an exhibitor participating in The Enchanted Forest of Fergus by Evermore Experiences Inc., you must carry adequate Comprehensive General Liability insurance with a minimum property damage/bodily injury limit of \$2,000,000. This insurance is designed to protect the attending general public, other exhibitors, the event organizers, as well as yourself against possible lawsuits arising from your participation at the event.

For the safety and security of all concerned, you must provide Evermore Experiences Inc. with PROOF of adequate insurance coverage. Exhibitors who have not provided proof of sufficient coverage will not be allowed to move-in and/or set up their booth(s) until the insurance certificate has been provided to Evermore Experiences Inc..

Obtain Comprehensive General Liability Insurance from your existing insurance provider. If you already have Comprehensive General Liability insurance in place, provide Evermore Experiences Inc. with a COMPLETED liability insurance declaration/certificate of coverage form. Email a copy directly to fergusenchantedorrest.com.

Please ensure your registered booth name is listed on your certificate.

Additional Insured(s) to be:

Evermore Experiences Inc. | 160 Graham Street, ON N1M 1B8

AND

City or Township Information: Township of Centre Wellington | 1 MacDonald Square, Elora, ON N0B 1S0

Policy Effective Date: *SEPTEMBER 22, 2023*

Policy Expiration Date: *SEPTEMBER 23 2023*

Any questions related to coverage requirements are to be directed to Julia Zimmerman (Dilecce) at fergusenchantedorrest@gmail.com.

2022 POLICIES AND PROCEDURES

1. Conduct Of Show –

The Licensor Evermore Experiences Inc. and hereby reserves the right to: (a) require the Licensee to withdraw any item from public sale or view that the Licensor deems objectionable; (b) reject Licensee's display or change any exhibit or concession location so as to enhance the quality and/or presentation of the Show; (c) cancel this Agreement at any time without notice and provide to the Licensee a full refund of all amounts paid by the Licensee provided that such cancellation is not as a result of the Licensee's breach of this Agreement or these rules and regulations, in which event the Licensor may retain all amounts paid by the Licensee to the Licensor.

2. Exhibit Hours - the Licensee will: (a) take possession of the exhibit or concession location during move-in hours specified by the Licensor, and (b) complete all setup and have the Licensee's exhibit in good order and ready prior to the move-in deadline specified by the Licensor. Failure by the Licensee to comply with the foregoing may result in forfeiture of Licensee's rights under this Agreement and any amount paid hereunder. Exhibits must be: (a) fully set up, stocked and have personnel on location during all Show hours; (b) dismantled and removed following the conclusion of the Show prior to the move-out deadline specified by the Licensor.
3. Move-in – See exhibitor notes for move-in dates and times. Evermore Experiences Inc. is not responsible for any loss or damage of equipment or items that occurs during move in and move out. Please note, we will not accept Exhibitors, Vendors and Food Vendors who are late to move-in times and we have the right to refuse entry.
4. Move-out – Exhibitors are prohibited from moving out early and may be charged at the discretion of Show Management to post a deposit to ensure compliance. Failure to do so will result in additional charges or loss of space. All booths must be dismantled and crated with company name, shipping information prior to leaving the show. Evermore Experiences Inc. is NOT responsible for any loss or damage of equipment or items during move in or move out. Please note, if you close your booth/vehicle before show end times, you will be asked to leave. Exhibitors, vendors and food vendors are prohibited from leaving the show. Exhibitors, vendors and food vendors who do not remain during the full duration of the show will be subject to a \$500 charge per day to compensate for guests lack of experience.
5. Cancellation - The Licensee may, by written notice prior to 90 days before the event to the Licensor, cancel this Agreement at any time prior to the commencement of the Show, and on receipt of such written notice the Licensor shall refund to the Licensee all amounts paid under this Agreement less an administration fee equal to 50% of their vendor fee. No refunds will be provided for cancellations received by the Licensor less than 90 days prior to the commencement of the Show. If a Licensee fails to take possession of an exhibit or concession location prior to conclusion of the move-in, or abandons the exhibit or concession location, the Licensee's right and entitlement to occupy the exhibit or concession location shall immediately cease and be at an end. Exhibitors cancelling after 90 days of the show will forfeit all space payments and /or deposits and will be moved to the waitlist category for the next year's show.
6. Subletting - Subletting or sharing of an exhibit or concession location by Licensee is not allowed. The exhibit or concession location is to be used exclusively for the purpose shown on this Agreement. Licensee is not permitted to use electrical power or water from another Licensee. Exhibit or concession location(s) which have been assigned and confirmed are not transferable.

7. Noise - Undue noise in the demonstration of exhibits, or noisy or unseemly methods employed in sales or demonstration activities will not be permitted. The decision of what constitutes undue noise or unseemly methods rest exclusively with the Licensor.
8. Collection Limitations – Vendors will are to refrain from selling light up floral crowns or Enchanted Forest of Fergus branded merchandise. We reserve the right to refuse product offerings.
9. COVID-19, Pandemic, Epidemic illness and similar
Without limiting the generality, in the event capacities are reduced due to COVID-19, Pandemic, Epidemic illness or similar measures Evermore Experiences Inc.has the option to cancel the engagement and retain the deposit less any non-refundable costs to LICENSEE or reevaluate the event with the new capacities and present a new offer to the LICENSEE that reflects those new numbers. Should live events not be permitted by event time, the show will be cancelled, and the deposit will be returned to LICENSEE less any non-refundable costs.

ASSIGNMENT and AMENDMENT The LICENSEE shall not assign its rights under this Agreement including with respect to any use of the Premises or any part thereof without the prior written consent of Evermore Experiences Inc.. This Agreement shall not be amended without the prior written consent of the parties.

SEVERABILITY If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.

LIABILITY & INDEMNIFICATION

Neither the Evermore Experiences Inc. nor any of its officers, directors, employees, volunteers or agents, nor owners, employees, or representatives of the exhibit facility will be responsible for any injury, loss or damage that may occur to the exhibitor, or the exhibitor's employees or property from any cause whatsoever prior, during or subsequent to the period covered by the exhibit contract. The exhibitor, on signing the contract, expressly releases the foregoing Associations, Corporation, individuals and firms from and agrees to indemnify same against any or all claims for such loss, damage or injury. Exhibitors desiring to carry insurance on their exhibits will place it at their own expense.

INSURANCE The exhibitor, at his or her own cost, shall procure and maintain in full force and effect during the time of this License Agreement, a comprehensive general liability insurance policy with a combined single limit of not less than TWO MILLION DOLLARS (\$2,000,000.00) for bodily injury or death and for property damage. Furthermore, the exhibitor shall provide Evermore Experiences Inc. with proof that it is additional insured under such a policy, as well as a guarantee that the policy will not be cancelled or materially altered without at least thirty days prior written notice to Evermore Experiences Inc.. All exhibitors are required to submit a copy of their insurance certificate to Evermore Experiences Inc. by December 1, 2022. Failing this, exhibitors will not be permitted to proceed with move-in or set-up. Please ensure your registered booth name is listed on your certificate.

ELECTRICAL SAFETY The exhibitor agrees to abide by the Ontario Electrical Safety Code, Ontario Regulation 794/80, which requires that all electrical equipment must be approved of before it may be otherwise disposed of or used in Ontario. This includes electrical merchandise as well as lighting and display equipment.