



THE FLOWER & GARDEN FESTIVAL
ENERCARE CENTRE, EXHIBITION PLACE

HORTICULTURAL EXPERTS
AGREEMENT 2019

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY/PROVINCE: _____ POSTAL CODE: _____

TELEPHONE: _____ FAX: _____

CELL: _____ EMAIL: _____

THE HORTICULTURAL EXPERTS AREA is a non-selling area located in Hall G. Booths are offered on a first come, first serve basis and will include a table and 2 chairs. (carpet is not required. Electrical, if needed, will be the responsibility of the exhibitor). The only additional cost to your organization will be transportation and parking. 4 exhibitor badges are offered per organization.

PLEASE INDICATE BOOTH CHOICE (Option 1 or 2)

Option 1 **I would like a not-for-profit booth from Friday, March 8 to Tuesday, March 12**
Note: Booths must be removed after close of festival (8pm) and by 11:00pm on Tuesday, March 12

Option 2 **I would like a not-for-profit booth from Wednesday, March 13 to Sunday, March 17**

Booth: **(dimensions to be determined by January 15th 2019) @ \$0.00 = Total Cost of Booth \$0.00**

THE ABOVE PAYMENT IS BASED UPON THE ACCEPTANCE OF CANADA BLOOMS. THIS APPLICATION BECOMES A CONTRACT AND IS NOT SUBJECT TO CANCELLATION EXCEPT BY THE CONSENT OF BOTH PARTIES. ON BEHALF OF THE ABOVE COMPANY, I AGREE TO ABIDE BY THE RULES AND REGULATIONS SET OUT IN THIS CONTRACT AND CONDUCT ALL BUSINESS AT THE FESTIVAL IN ACCORDANCE TO THE OCCUPATIONAL HEALTH AND SAFETY ACT AS OUTLINED BY THE MINISTRY OF LABOUR.

AS AN EXHIBITOR, OUR ORGANIZATION IS RESPONSIBLE TO INSURE ITS OWN EXHIBIT, PERSONNEL, DISPLAY AND MATERIALS FROM ANY DAMAGE OR LOSS THROUGH THEFT, FIRE, ACCIDENT OR OTHER CAUSE AND ACCEPTS ALL RISK ASSOCIATED WITH THE USE OF THE EXHIBIT SPACE AND ITS ENVIRONS.

Please note requests must be submitted to and approved by the Horticultural Experts Committee

SIGNATURE: _____

DATE: _____

Canada Blooms Horticultural Experts Area Policy

The Horticultural Experts Area of Canada Blooms is designated for not-for-profit and charitable organization linked to horticulture and gardening in Ontario. These organizations include horticulture societies, garden clubs, gardening related organization, ecological organizations, and land conservancy groups.

This area includes a component of educational institutions related to floriculture and horticulture.

Commercialism and selling are discouraged to prevent competition with marketplace exhibitors. Space should be a non sell area and used to promote the services of participating organizations to members and potential members.

Exhibitors may sell memberships to their organizations.

All exhibitors must provide Canada Blooms with a plan of their space, design and scope of activity within the space.

Organizations must staff their booths at all times. 4 exhibitor badges will be provided to the organizations, which will be marked Volunteer for staffing the booth during Canada Blooms. Badges are expected to be rotated daily with participants.

From time to time other not-for-profit organizations may be allowed to promote a special horticultural project associated with its group. A special healing garden, a garden in a senior's home or garden projects at a school are all examples. In each and all of these cases groups must present in written form a proposal to the Horticultural Experts committee for consideration.

Booth space must be "bloomed up" or decorated as fitting a garden and floral festival.

SEND TO: CANADABLOOMS

7856 Fifth Line South, Milton, ON L9T 2X8

Tel: 416-447-8655 | Fax: 416-447-1567 | Email: info@canadablooms.com | Web: canadablooms.com

EXHIBIT RULES & REGULATIONS

1. Festival Management: The words "Festival Management" as used herein refers to the Canada Blooms and its employees and agents. The enforcement and interpretation of the following rules and regulations is the responsibility of Festival Management.

2. Space Rental: The application for exhibit space, when duly signed by the exhibiting firm and Festival Management, shall constitute a valid contract between the parties. If payment is not received within the prescribed time limit, the contract is considered null and void and the space will be re-assigned to another applicant. Should any rented space remain unoccupied on the opening day, Festival Management reserves the right to rent such space to any other applicant or use it for any other purpose without refund to the original applicant. **NO CARPET OR ELECTRICITY IS SUPPLIED, HOWEVER ALL BOOTHS MUST HAVE SOME FORM OF FLOOR COVERING.**

3. Cancellation of Display Space: Display space may be cancelled up to 90 days prior to the opening dates of the exposition without penalty; except for \$50.00 per 10' x 10' booth administration charge; however, a cancellation charge equal to one-third the cost of the space will be made by Festival Management for space cancelled from 90 days to 60 days prior to the opening date of the exposition; one-half the cost of the space if cancelled from 60 days to 30 days of the opening date; and the full cost of the space if cancelled within 30 days of the opening date of the exposition.

4. Use of Space & Restrictions: The space contracted for is to be used solely by the exhibitor whose name appears on the application, as agreed to by both parties, and only products and/or services of the exhibitor may be exhibited. Any promotion of other products or services is strictly prohibited and will result in ejection from the exhibition without refund or other appeal. No exhibit will be permitted which interferes with the exhibits of other exhibitors or obstructs the visibility of other exhibits. Exhibits must be confined to the exact space allocated, and where an exhibitor's display is built beyond limitations set forth in the Exhibitor's Manual, Festival Management reserves the right to correct such violations by having the exhibitor alter, remove or rearrange any or all of the display so that it will comply with the regulations or, if the exhibitor is not available, to make such corrections at the exhibitor's expense. Festival Management reserves the right to restrict exhibits which, because of noise, operation of equipment, creation of safety hazards or any other reason, become objectionable or otherwise distract from neighbouring exhibits. No representation of the exhibitor, his products or services may be carried on in the aisles, corridors, feature areas or other designated common area of the facility.

5. Installation, Exhibit Hours and Dismantling: Dates and hours for installation, exhibiting and dismantling will be as specified by Festival Management. Goods received after the opening of the exposition must be delivered to the booth and arranged at a time other than official exhibit hours. Exhibits shall be staffed at all times when the exhibition is officially open. No exhibitor will be permitted to commence dismantling any portion of the exhibit whatsoever, to commence packing crates or cartons, or to abandon their display prior to the official closing. **Failure to comply with this regulation will result in the exhibitor being barred from participation at future exhibitions conducted by Festival Management. All exhibits must be removed: Option A by 11 P.M., Tuesday, March 12, 2019, or Option B by 1 P.M., Monday, March 18, 2019, and all storage and handling charges for failure to remove exhibit and/or materials by that time shall be the responsibility of the exhibitor. Festival Management reserves the right to remove any exhibit, any excess garbage, materials, packaging, sand, stone, etc., which is not removed by the conclusion of the exhibition and charge the expense to the exhibitor.**

6. Materials Handling: Dollies will be provided free of charge during official move-in and move-out hours. Exhibitors should have their representatives on hand to supervise unloading and placing of exhibit material.
STAFFED FORKLIFTS WILL ALSO BE AVAILABLE.

7. Fire Regulations: All exhibitors must comply with local fire regulations. Only fireproof materials may be used in displays and wiring must conform to C.S.A. or UL specifications. Fire exits and aisles must be kept clear at all times. The exhibitor assumes full responsibility for ensuring that exhibits meet these standards.

8. Electrical Safety Code Requirements: All exhibitors must comply with the Ontario Electrical Safety Code Requirements. The exhibitor assumes full responsibility for ensuring that exhibits meet these standards.

9. Damage to Property: Exhibitors are liable for all damage caused by them to the exhibit facility, booth equipment or to other exhibitors' property and shall indemnify the Facility Management, Festival Management, and/or the Official Services Contractor against, and hold them harmless from, any complaints, suits or liabilities resulting from negligence of the exhibitor in connection with the exhibitors use of exhibit space.

10. Care of Buildings: Painting, nailing or drilling of floors, walls, ceilings or any other part of the building is not permitted. Exhibitors laying any floor covering must use an adhesive that will not damage the floor and is easily removed. No signs or other articles are to be fastened to ceilings, walls, pipes or electrical fixtures.

11. Security: Festival Management will employ reputable guards on a 24 hour basis for the duration of the exhibition and will take reasonable precautions to safeguard exhibitors' property. However, Festival Management assumes no liability for loss or damaged, howsoever caused, of goods, exhibits, or other materials owned, rented or leased by the exhibitor.

12. Exhibitor Badges: Exhibitor badges will be supplied by Festival Management for exhibit personnel. These must be worn at all times while in the festival building and exhibit area and are required for entry to the festival. Exhibitor badges are to be worn by only those company representatives who will staff the booth.

13. Food and/or Alcoholic Beverages: The preparation and/or serving of food or beverages of any kind without the written permission of Festival Management and the facility is prohibited. Serving of alcoholic beverages on the exhibit floor is prohibited.

14. LIABILITY AND INSURANCE: Neither Canada Blooms, The Flower and Garden Festival, or the Enercare Centre, and related companies, nor any of its officers, directors, employees or agents, nor the owners, employees or representatives of the exhibit facility will be responsible for any injury 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 this contract, expressly releases the foregoing Association, individuals and firms from, and agrees to indemnify same against, any and all claims for such loss, damage, or injury. Exhibitors must carry insurance on their exhibits at their own expense.

15. The licensee must provide adequate insurance coverage to cover the license period. All Exhibitors except non-commercial horticultural but including Feature Garden Displays and any independent contractors working on the Enercare Centre (ECC) premises must supply proof of insurance. Non-commercial horticultural exhibitors will be covered under an umbrella policy by Canada Blooms. Exhibitors are fully responsible for all activity that occurs as a result of their operations at Canada Blooms. Exhibitors must have the minimum Insurance coverage as follows:

- \$2,000,000 Commercial General Liability
- Non-owned Automobile Liability
- Products and Completed Operations
- Cross Liability clause
- Severability of Interest Clause
- Tenants Legal Liability
- Additional Insured as required

Once you confirm coverage with your insurance representative, request a certificate of Insurance to be issued to Canada Blooms listing Canada Blooms as an additional insured. If the exhibitor does not have their own insurance coverage as specified above then: Canada Blooms has made available an Insurance Program that follows all Liability requirements, including Exhibitor's property up to \$50,000 while at festival and in transit to and from the festival. Information is provided in the Exhibitors information package.

The insurance policy will also include The Enercare Centre, Canada Blooms, The Flower & Garden Festival and BILD (Building Industry and Land Development), as additional insureds on all policies with respect to liability arising from the operations of the named insured.

A copy of the insurance policy or certificate of insurance is required to be sent to Canada Blooms one month prior to the event. The insurance policy will be held by both parties until an inspection of the premises is made after the event and applied, as required, at the discretion of the ECC in order to repair any damage caused by the festival management, their employees, servants, agents, and/or exhibitors during the license period.

16. Exclusive Rights: Participating exhibitors have the exclusive right to promote or sell goods or services in the festival. **All other parties who attempt to make any sales solicitations without the expressed written consent of Festival Management will be permanently removed from the festival area. Exhibitors are asked to report any infractions to the Festival Office so that immediate remedial action can be taken.**

17. Entry to Festival: Festival Management reserves the rights to refuse admission to any visitor, exhibitor, or exhibitor's employee who, in the opinion of Festival Management is unfit, intoxicated, or in any way creating a disruption of the Festival.

18. Booth Assignment: Canada Blooms reserves the right to assign any and all booth space as it best determines.

PLEASE TAKE A PHOTOCOPY OF THIS CONTRACT FOR YOUR RECORDS