# 2024 Midland Spring Home Show



# ARTISANS APPLICATION

# Application information

MIDLAND

SPRING

Company Name:				Phone:	
Contact Name:				Phone:	
	First		Last		
Address:				Website:	
	Street address		Unit #		
				Email:	
	City	Province	Postal Code		

\*\*\* All funds raised are in support of the Midland District Shrine Club. Thank You! \*\*\*

# **Table Pricing**

Please Select number of tables and associated cost. Each table comes with two chairs. A power source is not guaranteed. Prices include all municipal fees, taxes, gratuities, and handling costs where applicable. We do NOT provide carpentry, table covers, or power supply.			<b>Size</b> 8ft Table(s)	Early (Prior to 31/2	Dec.	Regular (January 1, 2024)
			1 Table	\$100		\$150
			2 Tables	\$17	5	\$225
			3 Tables	\$25		\$300
Please make Cheques Payable to <b>Midland District Shrine Club</b> Mail: PO Box 383 Midland, ON. L4R 4L1 <u>midlandhomeshow@live.ca</u> 705-528-9465			Larger sizes available upon requ			
			Saturday Lunch Box Special		al	x \$15
				TOTAL		
				50% De		
				Balance		
				April 1, 2	2024	
Returning Artisan	Yes 🗆 No 🗆	l have	enclosed proof of liab	oility	Yes 🗆	No 🗆
I have enclosed 50% Deposit	Yes 🗆 No 🗆		e provided proof of Certified Kitchen Yes  No  plicable)			No 🗆
I have provided the remaining balance in a postdated cheque.	Yes 🗆 No 🗆		provided Worker's Conce (if applicable)	ompensation	Yes □	No 🗆
I have signed the Waiver	Yes 🗆 No 🗆					
Each Table is encouraged to p FREE admission and provides				ffle Table. This	assists ir	maintaining
Details of your Limited-Time Home Show Special:						
Home Show Raffle Donation:						

## Disclaimer and signature

I have read, understand and agree to the Terms & Conditions of the 2024 Midland Spring Home Show as described (attached) Signature: Date:



2024 Midland Spring Home Show Presented by the Midland District Shrine Club



# **Contract Terms & Conditions**

#### **Processing Applications** 1.

Applications will not be processed without the following:

- Completed, signed and dated application form;
- $\geq$ Proof of Liability Insurance;
- $\geq$ Signed Waiver;
- $\geq$ Worker's Compensation Ins. (if applicable); and
- Proof of Certified Kitchen (if applicable). ≻

#### **Exhibit Content/ Character** 2.

Show Management reserves the right to decline any application.

Applicants may be declined when products or services are already being provided by two or more previously approved exhibitors at the event. It may also occur when an applicant's product, services, conduct, merchandise, printed material, souvenirs, catalogs, or any other items without limitations, are not aligned with the Midland Spring Home Show's mandate or MDSC standards.

#### Payment 3.

Payments will be accepted via: Cheques, Cash and E-Transfers (please contact for instructions) Deposits Plus a Post-Dated Cheque OR Full Payment must accompany Application. Balance must be received on or before April 1, 2024.

Cash Payments contact us at midlandhomeshow@live.ca.

**Cheques Payable to: Midland District Shrine Club** 

#### **Cancellation Policy** 4.

A Non-Refundable Deposit of 50% of the cost of the Table plus a Post-Dated cheque dated no Later than April 1, 2024 for the Balance of the Table Space and an Authorized Signature must accompany this contract to reserve your space. If the Balance is not received by April 1, 2024 your Table space will not be held for you and your deposit will be forfeited.

## There will be no Exceptions!!!

#### Installation / Hours of Operation / Evacuation 5.

Installation	Thursday April 18, 2024 Opening Day: Friday, April 19, 2024	10:00 am – 6:00pm 7:00 am – 12 noon
Tables must be staffed	Opening Day: Friday, April 19, 2024 All Day Saturday, April 20, 2024	1:00 pm – 8:00 pm 9:00 am – 5:00 pm
Evacuation	Saturday night, April 20, 2024	5:00 pm – 9:00 pm

Tables MUST remain open until 5:00 p.m. on Saturday. Dismantling may occur after that time. No exceptions, Please! All visitors, some of whom may have traveled great distances to attend, deserve to see the full extent of the show's collection of artists, artisans, tradespeople, and local businesses. Exhibitors ignoring this rule will not be invited back to next year's show.

#### 6. Admission to The Venue

Only authorized representatives of the Exhibitors made known to the Show Management in registration documents are entitled to entrance in The Venue during installation and evacuation. Each representative of any exhibiting company or organization must have his/her own applicable identification. Children under the age of 18 must be accompanied by a parent or guardian while in The Venue and are not permitted in The Venue during installation and evacuation and evacuation times.

### Subletting of space is strictly prohibited without the written approval of Show Management.

### 7. Table Operations/ Design

Exhibits must be staffed at all times during the Show hours. All signs must be professionally produced. Literature distribution and other marketing must be done within your table space. Displays must not interfere with traffic flow in aisles, or access to neighbouring Tables. Use of equipment including but not limited to televisions, computers, radios and speakers must not infringe upon any adjacent Exhibitors. Fire exits and doors must be kept clear.

# Tables, chairs, carpeting, etc. are the responsibility of the Exhibitor. Any fastening done in the facility must not deface floors, walls, pillars, ceilings or drapery. Exhibitors: Any & all Carpeting must be firmly secured to the floor to prevent accidents

### 8. Height restrictions will be strictly enforced:

- Maximum Backdrop Height of 2.4 m (8 ft) for Inner Aisle Booths (middle of the arena)
- Maximum Backdrop Height of 4.2 m (14 ft) for Perimeter Booths (along arena walls)
- o Maximum Side Panel Height of .91 m (3 ft) for ALL Booths, for first 1.8 m (6 ft) from aisle
- Maximum Kiosk Height of .91 m (3 ft).

#### 9. Booth Drapery

Pipes and drapery are rented by the Midland District Shrine Club (MDSC) and must be returned to the provider in the same condition as when installed. Fees may be charged to the Exhibitor for any damages that occur during the show or booth

dismantling. **Please do not attach anything to the drapery**. The use of straight pins is prohibited, as is any other activity that could be damaging.

#### 10. Location Assignments

Table locations are to be assigned by Show Management. Returning Exhibitors with complete application packages, deposits, and post-dated cheques submitted on or before January 31<sup>st</sup> are to be given priority placements. Other locations are to be assigned as Table payments are made in full. Show Management reserves the right to alter Table space, and relocate Exhibitors, as required.

## 11. Raffle Prizes

Each exhibitor is required to supply a tangible gift **(i.e. not gift certificates or coupons)**, valued at \$50 or more, for the Midland District Shrine Club Fundraising Raffle. These prize draws are done throughout The Show by the MDSC. They do not replace promotional draws at your table but are supplementary to them.

# A description of the Prize and Value must be noted on the Contract to hold Table Space. There will be no exceptions!!!

### 12. Home Show Special Offer/ Promotion

Each booth is required to provide a unique time-limited special offer during the Midland Spring Home Show. It could be a generous discount on a product or service, complimentary upgrades, or the chance to win free tickets to an event, etc. A brief description is to be included on the application form and may be used for promotional purposes by Show Management. If you decide to host a draw or award prizes, Home Show Management would be pleased to coordinate the announcement of winners with you during the last hour of The Show.

### 13. Animal Restriction

Dogs or other animals are NOT allowed inside The Venue, unless said animal is a bona fide service animal, or if the animal has been pre-authorized by the Show Management.

#### 14. Helium Balloons

Helium balloons and/or helium displays are not permitted at the Midland Spring Home Show.

#### 15. Venue Security

The arena shall be locked overnight. This act as such shall not be deemed to affect the liability of the MDSC and/or Show Management, and/or their members, officers, representatives and employees.

#### 16. Insurance

**ALL Exhibitors/Vendors shall,** at their own expense, secure and maintain through the term of the contract, including installation and evacuation days, the following insurance and shall supply a copy of said insurance to the Show Management:

**Comprehensive General Liability Insurance** with limits not less than \$1,000,000, each occurrence, \$2,000,000 aggregate, combines single limit for bodily injury and property damage, including coverage for personal injury, contractual, and operation of mobile equipment, products and liquor liability (if applicable). Copies or primary coverage endorsements and completecopies of policies shall be furnished to the Show Management in advance of The Show

**Each Corporate Exhibitor/Vendor** shall, at its own expense, secure and maintain through the term of the contract, including installation and evacuation days, the following insurance AND supply a copy of said insurance to the Show Management:

### Employees' Workers Compensation Insurance if applicable.

### 17. Observance of Laws

The Exhibitor shall abide by and observe all federal, provincial and local laws, codes, ordinances, rules and regulations and all rules and regulations of The Venue (including any union labour work rules).

#### 18. Taxes and Licenses

The Show Management will apply for and furnish a Hawker and Peddler license from the Town of Midland for each Exhibitor for the duration of the show. All other licenses, federal, provincial and municipal (including fire and health permits, and proof of certified kitchens), for Exhibitor activities at The Show are the sole responsibility of the Exhibitor. The Exhibitor shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, user feesor other fees, charges, levies or penalties that may become due to any governmental authority in connection with its activities at The Show.

### 19. Limitation of Liability

The Midland District Shrine Club and Show Management members, officers, representatives, and/or employees, will not be held responsible for any injury, loss or damage, on the part of the Exhibitor, or their employees, or property from any cause whatsoever, from the start of installation to the end of evacuation, including but not limited to loss of profits.

Each Exhibitor assumes full risk of any injury, loss or damage to their table, property, employees, or other representatives, from the time of installation to the completed evacuation on the closing day of the Home Show.

### 20. Indemnifications

The Exhibitor shall indemnify, defend and hold harmless the MDSC and Show Management, its members, officers, representatives and employees from any and all claims, demands, suits, liabilities, damages, losses, costs, reasonable attorneys' fees and expenses which result from or arise out of or in connection with the exhibitors' participation or presence at the Midland Spring Home Show, including but not limited to:

- > any breach by the Exhibitor of any agreements, covenants, promises or other obligations under this contact;
- any violation or infringement (or claim of violations or infringement) of any law or ordinances or the rights of any partunder any patent, copyright, trademark, trade secret or other proprietary right;
- > any libel;
- > slander, defamation or similar claims resulting from the actions or the exhibitor;
- > any harm or injury to the Exhibitor; and/or
- > any loss of or damage to property or the business or profits of the exhibitor, whether caused by negligence, intentionalact, accident, act of God, theft or otherwise.

## 21. Force Majeure

In case The Venue shall be destroyed by fire or by any cause outside the control of the Show Management, or in case government intervention or regulation, military activity, strikes, acts or threats of terrorism, or any other circumstances make it impossible or inadvisable tohold The Show at the time and place provided in the Registration and Contract signed by the Exhibitor, then and thereupon the contract shall terminate and the Exhibitor shall waive any claim for damages or compensation, except the pro rata return of the amount paid for Exhibitor space, after the deduction of actual expenses incurred in connection with The Show and there shall be no further liability on the part of either party.



I waive any and all claims that I have or may in the future have against the Midland District Shrine Club (MDSC)., and I release from all liability and agree not to sue the MDSC., the Town of Midland, the North Simcoe Sports and Recreation Centre, the County of Simcoe or any of their shareholders, directors, officers, employees, members, servants, agents, volunteers, contractors, suppliers, representatives (collectively, "the Personnel") for any personal injury, death, property damage claims arising from my participation in the Midland Spring Home Show (herein MSHS), whether it arises from facilities, activities, or other loss that I sustain as a result of my participation in the MSHS from any cause whatsoever, on the part of any one or more of the MDSC, the Town of Midland, the North Simcoe Sports and Recreation Centre, 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 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 MSHS, I agree to indemnify and hold the MDSC and the Town of Midland, harmless from any claims, demands suits or actions howsoever, wheresoever, and whensoever arising from my participation in the MSHS. This agreement is 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 MSHS and my failure and/or refusal to provide proof of insurance to the MDSC is the reason I am signing this document. If the MDSC or Town of Midland 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 MDSC 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 associated 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 vendor's concession or an information booth/table at the MSHS.

PRINT of APPLICANT(S)	SIGNATURE of APPLICANT(S)	Signed and witnessed this

\*(PARENT OR LEGAL GUARDIAN IF REQUIRED)

Day/Month/Year







**\$15 Lunch Box Combo** All pre-ordered lunches will be served directly to you on Saturday at noon.

Step 1: Fill out Company and Associate information

Step 2: Mark X in Selections Space

Company Name:\_\_\_\_\_

Booth #:\_\_\_\_\_

Sandwich Main - Select One	Name:	Name:	Name:	Name:
Ham & Cheese				
Turkey & Swiss				
Roast Beef				
Egg Salad				
Gluten Free Bun				
Garden Salad				
Caesar Salad				
With Parmesan				
Dressings				
Caesar				
Ranch				
Balsamic				
<b>Desert - Select One</b>				
Rice Crispy Square				
Brownie				
Butter Tart				