

MOTORS 'N MUSIC

VENDOR CONTRACT

Saturday August 27, 2022

Southward Park, Grimsby Ontario

COMPANY

Company name listed above will appear on Show website

EMAIL

TELE:

WEBSITE

ADDRESS

CITY

PROV.:

POSTAL CODE

CONTACT ON SITE:

MOBILE #

PRODUCT TO BE EXHIBITED

COMPANY IS A: MANUFACTURER WHOLESALER DEALER RETAILER

BOOTH RENTAL RATES (PLEASE CHECK ONE OPTION BELOW)

10' X 10' \$375

10' X 20' \$625

Custom Sizes Available - Contact Office for details

To pay for vendor space please follow this link. <https://driven.ticketbud.com/motors-n-music-vendors>

*Alternatively provide a cheque payable to **Drive In Marketing***

TERMS AND CONDITIONS (ALSO PLEASE READ RULES AND REGULATIONS ATTACHED): One company per exhibit (unless prior approval from show management) and an additional fee paid. No booth sharing nor subletting permitted. Does not include tent/pop-up, or any furnishings. Only promotional information material specifically promoting the booth renter identified as the company registered above. No monies shall be returned or credited if exhibitor cancels booth(s).

I/We understand that this contract shall not become valid until it has been accepted by: Drive In Marketing / Driven Marketing. It is agreed by the exhibitor to abide by all the conditions, rules and regulations as set out on this contract including all material concerning the Show. NSF cheques will incur a \$25.00 fee.

DRIVE IN MARKETING Productions
5063 North Service Road, Suite 200
Burlington, ON L4L 5H6
Office Tel : 647-558-2015 info@drivenorg.com

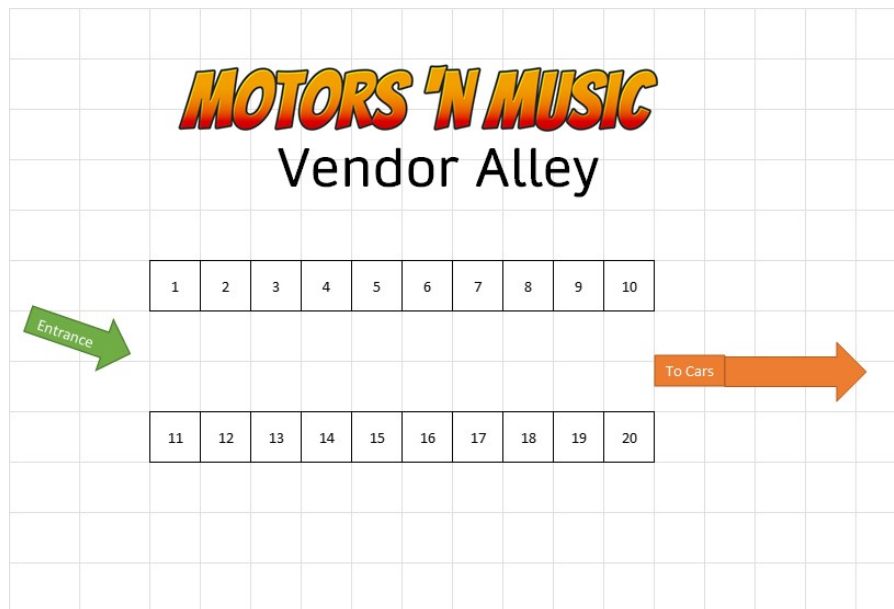
MOTORS 'N MUSIC

Show Date Saturday
August 27, 2022

Show Time
10:00 am – 5:00 pm

Set Up
8:00 am – 9:45 am

Tear Down
5:00 pm – 5:55 pm



Drive In Marketing Production
5063 North Service Road, Suite 200
Burlington, ON L4L 5H6
Office Tele 647-558-20151 info@drivenorg.com

MOTORS 'N MUSIC

Conditions of Agreement

1. The Contract for Vendor Space shall become a binding contract between the Vendor/Exhibitor and Drive In Marketing (hereinafter referred to as "DRIVEN") once payment has been received.
2. No one other than the official contractor, as designated by DRIVEN and/or the Town of Grimsby shall connect or disconnect utility service, install wiring, spotlights or do other electrical work and all such work shall be at the Exhibitor's expense.
3. No Exhibitor shall exhibit or permit to be exhibited in the space allotted to him any merchandise or service other than that specified in the contract.

The space shall not be sublet without the written permission of DRIVEN.

4. DRIVEN shall have the right to adopt such rules and regulations as to the conduct of parties prior to, during and after the Show as in its discretion it deems to be in the best interest of the Show, and the Exhibitor agrees to abide by and be bound by all rules and regulations adopted by DRIVEN as well as all rules and regulations of general application that may be issued by the Town and all bylaws, rules, directions, orders and regulations of Regional Police, Fire Department and/or other Municipal authorities. References to DRIVEN herein shall be deemed to include any duly authorized representative, agent or staff of DRIVEN.

5. The Exhibitor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to DRIVEN for the period commencing on or before July 9 2022. The policy shall name DRIVEN as additional insured and insure the Promoter and the Town of Grimsby against all claims of any kind arising from or in any way connected with the Exhibitor's presence or operations at the Show. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of DRIVEN, the Exhibitor shall provide a copy of said policy. The Exhibitor 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 risks associated with the use of the exhibit space and its environs. The Exhibitor shall not make any claim or demand or take any legal action, whatsoever, against DRIVEN the Show sponsors or the City in which the Show is held, for any loss, damage or injury howsoever caused, to the Exhibitor, its officers, directors, agents, representatives, and employees or their respective property. Neither DRIVEN nor the Town will assume liability for loss for damage, through any cause, or equipment, products, goods, exhibits or other materials owned, rented or leased by the Exhibitor.

6. If the Exhibitor fails to comply in any respect with the terms, conditions, rules or regulations of this contract, all rights of the Exhibitor hereunder shall cease and terminate. Any payment made by the Exhibitor on account hereof will be retained by DRIVEN as liquidated damages. All moneys paid are non-refundable.
7. Should any contingency interrupt or prevent the holding of the Show including but not limited to acts of God, strikes, lock-out or other labour or individual disturbances, riots, failure to secure materials or labour, fire, lightning, tempest, flood, explosion or any other cause, then DRIVEN shall in no way whatsoever be liable to the Exhibitor, other than to return such portion of any amounts paid as may be determined to be equitable by DRIVEN, in its sole opinion, after deduction of such amounts as may be necessary to cover all expenses incurred by DRIVEN in connection with the Show and/or promotion and publicity.

8. If for any reason DRIVEN determines that the location of the Show should be changed or the dates of the Show postponed, no refund will be made but DRIVEN shall assign to the Exhibitor, in lieu of the original space, such other space as DRIVEN deems appropriate and the Exhibitor agrees to use such space under the same rules and regulations.

9. The Exhibitor will exhibit in a proper manner, and will keep the Exhibit Space open and staffed at all times, during the Show hours. DRIVEN reserves the right to restrict exhibits to a maximum noise level and to suitable methods of operation and display. DRIVEN shall have the final decision as to what constitutes a proper exhibit and such decision shall be final and binding. If for any reason an exhibit or its contents are deemed objectionable by DRIVEN, the exhibit will be removed without refund of any amounts paid. This provision includes persons, things, conduct, printed matter or any item or attire which DRIVEN may consider objectionable to the Show's intent.

10. The Exhibitor agrees that no display may be dismantled or goods removed during the entire period of the Show by same. The booth display must retain intact until the closing hour of the Show. The Exhibitor agrees also to remove its exhibit, equipment and appurtenances from the Show location by the final move-out time limit, or, in the event of failure to do so, Exhibitor agrees to pay for such additional costs as may be incurred.

11. The Exhibitor shall not insert spikes, nails or other items for securing their tents, into the tarmac of the facility. All fabric used in canopy or tent structures must be flame retardant.

12. No signs or advertising devices shall be displayed in areas of the Show other than those set aside for such purposes and all such signs shall be subject to the approval of DRIVEN.

13. The Exhibitor shall abide by the terms and conditions of all and any agreements and/or contracts existing between DRIVEN, the Town and each and every Union and/or Labour Organization relating to the staging of the Show.

14. The Exhibitor shall not

- a. Commit any nuisance.
- b. Cause any unusual noxious or objectionable smoke odour to emanate from its Space.
- c. Use its Space for lodging or sleeping.
- d. Do anything which would interfere with the effectiveness of any utility, nor interfere with free access or passage to the public areas of the street or areas adjoining thereto.
- e. Interfere with the effectiveness of or accessibility to a fire lane throughout the Show
- g. Do or permit to be done any act which might invalidate any insurance policy carried by DRIVEN or The Town of Grimsby
- h. Take up a collection.

15. In the event the Exhibitor has not brought in its display prior to the time set out by DRIVEN, then DRIVEN has the sole discretion to determine whether the Exhibitor may be deemed to be in breach of this contract and may be prohibited from entering into the Show and setting up its display. DRIVEN may at its sole discretion retain the monies paid as liquidated damages.

16. The Exhibitor will confine its activities to the Exhibit Space and will not solicit beyond the boundaries thereof.