



CRAFT SHOW APPLICATIONS

CHRISTMAS CRAFT SHOW & SUMMER CRAFT SHOW CONTRACT 2010

Between:

Nova Scotia Designer Crafts Council, a non-profit, charitable organization, duly registered under the Laws of the Province of Nova Scotia (hereinafter referred to as "NSDCC", and includes all Nova Scotia Designer Crafts Council's officers, directors and employees) and Exhibitor named on the accompanying application.

Whereas NSDCC organizes an annual Christmas Craft Show at the Cunard Event Centre; and the annual Summer Craft Show at the parking lot on the corner of Spring Garden Road and Queen Street.

And whereas the Exhibitor wishes to display and sell his/her products at the Christmas Craft Show and/or the Summer Craft Show; Therefore this agreement witnesseth that in consideration of the mutual covenants herein contained, and for other valuable consideration, the parties hereto agree as follows:

1. NSDCC agrees to provide, and the Exhibitor agrees to lease, booth space and facilities for the Christmas Craft Show and/or the Summer Craft Show as indicated on the application form(s), subject to the terms and conditions set out in this Agreement.
2. To be considered for the first round of booth allocations, applications must be accompanied by **full payment** (deposit and balance cheques) and be **post-marked** on or before the stated processing date of May 10th, 2010. Applicants must also be **current market members in good standing**. Applications received after May 10th, 2010 will be processed on a first come - first served basis. Any fee difference shall be refunded by NSDCC as the circumstances require. Refunds will not be provided by NSDCC if the Exhibitor requests a change of booth.
3. Exhibitor selection and exhibit space allocation is solely at the discretion of NSDCC, which reserves the right to relocate Exhibits which may be affected by a change in the floor plan or in the interest of optimum traffic control and exhibit exposure. NSDCC cannot be held liable if Exhibitors displaying similar types of work are placed in proximity with one another. The NSDCC office will make all decisions regarding booth space allocation for the overall benefit and development of the show.
4. The Exhibitor's display within the allocated exhibit space must not protrude beyond the measured booth area. The Exhibitor shall not permit the exposure of any unfinished or other unacceptable surface to a neighbour's booth or to the general public; therefore, booths must be fully covered on all sides to a height of eight (8) feet and must not be taller than eight (8) feet. The Exhibitor may not attach displays to walls, supports, flooring or any other part of the exhibit structure by any means whatsoever without written permission from NSDCC. NSDCC reserves the right to restrict the use of glaring or irregular lighting effects. Exhibitors must provide fire extinguishers for their booths. Extinguishers must be accessible and displayed at all times for inspection by the Fire Marshall.
5. The Exhibitor acknowledges that s/he is one of many exhibitors and agrees to cooperate with other exhibitors and not to interfere with them or create any nuisance for them, the NSDCC or the people attending the Christmas Craft Show and/or the Summer Craft Show. In the event of a dispute, the Exhibitor agrees that NSDCC shall have the absolute right to make a binding decision.
6. The Exhibitor shall not assign, sublet or apportion all or any part of the rights and space granted to him/her pursuant to this Agreement. No person may exhibit or offer for sale at the Christmas Craft Show and/or the Summer Craft Show their or anyone else's goods unless a contract has been entered into between the producer of the goods and NSDCC.
7. NSDCC will supply the Exhibitor with a limited number of security passes for the show for use by the Exhibitor or their employees staffing the Exhibitor's booth. These security passes are non-transferable, and the Exhibitor shall not permit their use by anyone other than their employees staffing the Exhibitor's booth.
8. The Exhibitors shall set up their display within the time specified on the reverse side of this Agreement. Exhibitors who are late in setting up their booths, for any reason whatsoever, will receive a warning letter for the first occurrence, and will be subject to a \$50 fine for all subsequent occurrences. Serious or multiple infractions may result in the suspension of the Exhibitor from future show participation.
9. The Exhibitors shall have their booths open for business during all public hours of the Christmas Craft Show and /or the Summer Craft Show. In the event that an Exhibitor's booth is not open during show hours, the NSDCC shall have the right to open the booth by removal of any night sheets or other coverings, but shall be under no liability to the Exhibitor for any loss or damage which may be caused thereby or as a result of the booth being opened and then left unattended.
10. The Exhibitors shall not dismantle, pack up or remove any parts of their displays prior to the official closing time of the Christmas Craft Show and/or the Summer Craft Show. Exhibitors are permitted five (5) hours for load-out following the close of the Christmas Craft Show and two (2) hours for load out following the close of the Summer Craft Show. Exhibitors should dispose of garbage and leave cardboard neatly stacked. NSDCC reserves the right to bill any exhibitor for extra costs incurred for security after the hour load-out time limit and/or for cleaning costs incurred on behalf of a specific exhibitor.
11. The Exhibitors shall display and offer for sale only the products and crafts approved by the NSDCC Standards Committee. Objects sold at the market must be consistent with the design, kind and quality of objects submitted for jurying.
12. NSDCC shall have the right to remove from the Exhibitor's booth any and all products not specified and approved by the NSDCC Standards Committee. NSDCC shall have the right to terminate the Exhibitor's lease at any time if, in their opinion, the Exhibitor is displaying or selling products not representative of the type of work or caliber of work for which the Exhibitor was selected. In the case of termination of the Agreement by NSDCC under this clause, all payments and deposits made by the Exhibitor to NSDCC will be retained by NSDCC as liquidated damages for breach of contract.

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CRAFT SHOW APPLICATIONS

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(Continued from previous page)

13. NSDCC shall have the right to reject or prohibit the participation in a show of any Exhibitor who is objectionable to the other participants. Without limiting the generality of the foregoing, this applies to persons, conducts, printed matter, souvenirs or novelties which may affect the overall Show presentation. "Reduced price", "sale", "show special" or other signs of this nature are not permitted. The price of work on display should not be altered or changed during the Christmas Craft Show and/or the Summer Craft Show and no "seconds" are permitted to be displayed or sold.

14. The Exhibitor shall comply with all rules and regulations respecting the conduct and management of the Christmas Craft Show and/or the Summer Craft Show. Without limiting the generality of the foregoing, this includes:

- a) Federal, city and provincial fire regulations (1995 National Fire Code, i.e. Any drapes, curtains, flags or other decorative materials including textiles and films are to conform to CAN/ULC-S109 "Flame-Resistant Fabrics and Films").
- b) Applicable exhibit hall regulations; and,
- c) Federal, provincial and municipal laws which apply to the Exhibitor's use of the facilities for the event including the charging of all applicable taxes.
- d) Products sold must comply fully with all industry and/or government standards and regulations governing the product category.

15. The Exhibitor shall indemnify and save harmless NSDCC from any and all claims, damages and expenses arising out of the Exhibitor's participation in the Christmas Craft Show and/or the Summer Craft Show, and without limiting the generality of the foregoing, from any and all claims and liabilities, caused by negligence or otherwise, for:

- a) Any loss, damage, theft or destruction whatsoever and howsoever caused to any property belonging to the Exhibitor or for which the Exhibitor is responsible; and,
- b) Any damage, bodily injury or death suffered by the Exhibitor or his servants or any other person.

The Exhibitor agrees with NSDCC that the Exhibitor exhibits entirely at his/her own risk. The NSDCC does carry liability insurance; however, coverage extends only to the NSDCC and may not indemnify or provide protection to individual exhibitors. Exhibitors are **strongly urged** to cover against the risk of loss, damage or liability by obtaining appropriate insurance.

16. NSDCC shall have the absolute right to terminate this agreement forthwith without notice if, in their opinion, the Exhibitor is guilty of any breach of covenant contained herein; in the case of termination, all payments and deposits made by the Exhibitor to NSDCC on account will be retained by NSDCC as liquidated damages for breach of contract. In the case of termination of this Agreement, the Exhibitor undertakes and agrees to indemnify and save harmless NSDCC from any and all claims, liabilities and expenses arising from such termination, including the cost of enforcing this Agreement.

17. NSDCC withdrawal dates: Summer Craft Show- **June 7th, 2010**, Christmas Craft Show- **September 13th, 2010**

If the Exhibitor withdraws his/her application **prior to June 7th, 2010** for the Summer Craft Show and September 13th, 2010 for the Christmas Craft Show he/she shall receive a refund of eighty percent (80%); the remaining 20% will be kept to cover administrative costs. If the Exhibitor cancels his/her participation in the Summer Craft Show **on or after June 7th, 2010** or for the Christmas Craft Show for whatever reason **on or after September 13th, 2010**, he/she shall be subject to a cancellation penalty equal to the total amount due, unless an appropriate replacement exhibitor can be found for the exhibit space. If a replacement exhibitor can be found, the withdrawing Exhibitor will receive a refund of eighty percent (80%) of the total amount due to the NSDCC. All cancellations must be received by NSDCC in writing.

18. If, for any reason whatsoever, the Christmas Craft Show and/or the Summer Craft Show in which the Exhibitor contracted to participate cannot be held, this Agreement shall become null and void, and the amount of money paid by the Exhibitor shall be refunded; and the Exhibitor hereby waives any claim against NSDCC for compensation of loss or profit or any other claim as a result of the cancelled shows).

19. If any covenant or provision herein is determined to be void or unenforceable in whole or in part, it shall be deemed to be severable from this Agreement and shall not affect or impair the validity or enforceability of any other covenant or provision herein.

20. This Agreement shall be interpreted according to the laws of the Province of Nova Scotia and shall be read with all changes of number and gender as may be required by the context.

21. Any notice required to be delivered pursuant to this Agreement may either be delivered personally or be delivered by Canada Post to the respective parties at the addresses indicated on the Show Application. In the event of a notice being mailed, it shall be deemed to have been received by the party to whom it was addressed on the fourth business day following the date of mailing.

22. NSDCC shall have the right to make amendments and additions to this Agreement as shall be deemed necessary for the proper conduct of the events. The Exhibitor shall be bound by all amendments and additions so made.

23. The Exhibitor by their signature and/or payment set on the Show Application(s), witnesses that they have fully read and understood the terms, conditions and provisions herein set forth, and agrees to abide and conform to all of the said terms, conditions and provisions above noted.

24. The Exhibitor agrees to provide the NSDCC Market Advisory Committee with their gross sales figures and other related information requested on the exhibitor survey form distributed at the NSDCC Christmas Craft Show/Summer Craft Show.



CRAFT SHOW APPLICATIONS

NSDCC BOOTH DISPLAY GUIDELINES & MISCELLANEOUS SHOW DETAILS

Exhibitors are required to provide their own means of display and backdrop for their allocated exhibit space. The purpose of these guidelines is to encourage NSDCC market participants to develop booth displays that enhance the professionalism of their businesses and our market events. Exhibitors are encouraged to update their booth displays regularly in an effort to keep both their booths, and the markets, fresh and attractive. Displays must comply with relevant sections of the contract and conform to NSDCC guidelines below:

Size

Displays must not protrude beyond the measured booth area and must be fully covered on all sides to a height of eight feet. Booths must not extend beyond eight feet in height. Pipe and drape backdrops may be rented through the NSDCC.

Design

Original booth designs are encouraged. Display elements made by or for NSDCC exhibitors are preferred over pre-fabricated, manufactured display components which are merely assembled by the exhibitor.

The design of the space should take into consideration the intended function. For example, in a walk through booth, there must be sufficient room for clients to move about comfortably, while still allowing for the effective display of products.

The design of the booth should be such that it complements the work within and shows the work off to its best advantage.

Presentation

All booths should be identified with a professionally produced sign identifying the business within. Signs should be securely mounted, legible, visible and **not a hindrance** or hazard to the public. Backdrops and draping must be treated with fire retardant; these and display accessories, etc., must be clean and in good condition.

Exhibitors are responsible for ensuring their booth display does not conflict with neighbouring booths. Booth numbers provided by the NSDCC must be displayed prominently.

Lighting

Lighting should be securely mounted and directed into the booth, not into the aisles or neighbouring booths. Glaring or irregular light effects are not permitted.

Exhibitors are responsible for providing adequate lighting for their booth displays; Christmas Show booths include 1500 watts unless otherwise noted or requested. Summer Show fees do not include electricity. Additional (an extra 1500 watts) electricity may be ordered for the Christmas Show only for \$50. Additional electricity must be ordered at the time of application, as the electricity plan is submitted well in advance of the show.

Safety

All materials used to construct the booth walls must be constructed from fire retardant materials. The minimum wall thickness is ½ inch plywood, which, on its own, acts as a fire retardant; otherwise, the booth walls must be constructed of fire retardant materials and **MUST** meet the fire service Flame Resistive Ratings; fire treatment **MUST** be professionally reapplied on a yearly basis. **Proof (in the form of a receipt or certificate) must be available onsite. The Fire Marshall will be in attendance.**

During set-up and throughout the event, NSDCC staff and volunteers will review booth displays to ensure that all safety regulations and display conditions are met. Exhibitors with booth displays not meeting these requirements will be asked to move or alter their booth.

Restrictions

Booth displays are not permitted to be attached to walls, supports, flooring or any other part of the market venue by any means whatsoever without written permission from the NSDCC. Booth display components should be fully painted and prepared at load-in.

While minor spot touch-ups are allowed, no painting, varnishing or other finishing is to be applied while at the event.

Exhibitors are responsible for providing sufficient back and side walls to their booth so that the unfinished backs of neighbouring booth walls or other unacceptable surfaces are adequately covered. Fire retardant or other fabric treatments must not leave an odour on the fabric that could interfere with other exhibitors or the public. Extra stock, supplies, empty boxes, coats and other personal items, etc. must be hidden from the public's view and kept within the confines of the booth or in an assigned storage space.

Exhibitors are not permitted to play music in their booths without written permission from the NSDCC.

Exhibitors are encouraged to demonstrate their craft while in their booths. Please inform the NSDCC Office if you plan to do so. Written permission is required in order to conduct craft demonstrations that create noise or otherwise infringe upon neighbouring booths.

Phone Lines

Phone lines can be ordered for use during the NSDCC Christmas Craft Show. A non-refundable deposit of \$150 is required at the time of show application. Any additional cost will be billed to the exhibitor after the total phone line cost has been determined.

Central Credit Card Processing

The NSDCC can provide Central Credit Card Processing for exhibitors who do not have their own point of sale systems.