

Port Elgin Pumpkinfest General Terms and Conditions

*PORT ELGIN PUMPKINFEST WILL BE REFERRED TO AS SHOW MANAGEMENT IN THE FOLLOWING:

1. In making an application to this show, it is understood that you will adhere to all governing regulations. All matters and questions not covered by these rules and regulations are subject to the decision of show management. Exhibitor agrees to abide by all decisions of show management and further agrees to cease any activity the show management deems to be a violation of the terms and to follow the directives of the show management.
2. **Quality control:** Although applications are thoroughly reviewed, Show management reserves the right to look at your display during the event and ask you to remove any objectionable items or items outside the area for which you were accepted.
3. **Assignment of exhibit space:** Show management will assign exhibit space, once confirmed it is final. **Pumpkinfest reserves the right to relocate space of exhibits, which may be affected by a change in the site plan.** Pumpkinfest cannot be held liable if competitive exhibitors are adjacent to or opposite each other. Cafetorium booths have been reorganized, due to fire codes, and must be set up to Pumpkinfest specifications.
4. **Set-up, tear down and duration:** All booths are to be set up by 9:00 PM Friday and must remain open for the full-designated show hours Sat. 9-6 PM, Sun. 10-4 PM. **Permission for Sat. morning set up is limited and must be arranged prior to the event by calling 800-387-3456.** Early departures or late set-ups are disruptive and present a safety hazard to the public, and a security problem. For this reason vehicles cannot be moved onto site for tear down until all public is cleared from the event grounds. For security purposes, you cannot enter the event grounds after event hours for any reason.
5. **Arrangement of Booth & Displays:** Display must not protrude beyond assigned area.
6. **Exhibitors are required to maintain a staff person at their booth at all times during the show.** It is the exhibitor's responsibility to keep their area clean and orderly throughout the show.
7. **Compliance:** The exhibitor shall comply with all rules and regulations of the show and all laws (municipal, provincial, federal, fire, health)
8. **Cancellation Policy & NSF cheques:** All monies, less \$25.00, will be refunded provided cancellation notification is given at least 30 days prior to the event. If you cancel your booth with less than 30 days notification, no refund will be issued. A \$40.00 charge will be administered for NSF cheques.
9. Show management shall not under any circumstances be liable or responsible for any loss, damage, theft, or destruction caused to any goods, equipment, or any other property belonging to the exhibitor.
10. Show management shall not under any circumstances be liable or responsible for any damage or injury suffered by the exhibitor or his servants or agents or by any other person any loss, damage, injury, or cost suffered by the exhibitor by reason of any change in date, time or place of exhibition or the abandonment thereof.
11. The exhibitor shall be liable for all loss, damage, injury, claim cost and expenses caused to any person or property in any circumstances whatsoever by the exhibitor, his servants or agents or the goods, exhibits, fittings, machinery, and other property belonging to the exhibitor or for which the exhibitor is responsible. The exhibitor hereby agrees to indemnify Port Elgin Pumpkinfest organization, staff, and volunteers in respect of any such loss, damage, injury claims, cost and expenses as aforesaid and all or any infringement of copyright or breach of license.
12. If Port Elgin Pumpkinfest should be prevented from holding the show by any cause beyond its control or if it cannot permit the exhibitor to occupy their rented space due to circumstances beyond its control including, but not limited to, civil disobedience, inclement weather, acts of God, suppliers, Pumpkinfest shall have no further obligation or liability to the exhibitor.
13. Any contractual agreement made between an exhibitor and any supplier shall be between those parties and show management shall not be a party thereto nor incur any liability on behalf of any one exhibitor in such contractual arrangement.
14. The exhibitor hereby releases and discharges Port Elgin Pumpkinfest and the Saugeen Shores Chamber of Commerce and its employees and its' volunteers from any claim or demand for any loss, damage, injury or liability arising from the operation and display of the exhibit and concessions.
15. The exhibitor is responsible for any damage caused to Port Elgin Pumpkinfest premises as a result of operation and display of the exhibit.
16. Any follow up solicitation as a result of names acquired through operation at this event must have the approval of Port Elgin Pumpkinfest in writing a minimum of ten (10) calendar days prior to Port Elgin Pumpkinfest.
17. Port Elgin Pumpkinfest is a trademark event of The Saugeen Shores Chamber of Commerce. Any use of the name, artwork or any derivative thereof must receive the prior written approval from Port Elgin Pumpkinfest Staff.
18. All exhibitors agree to abide by the **rules and regulations** as set down by Port Elgin Pumpkinfest, including the following
 - a. No direct solicitation, accosting or public disturbances.
 - b. No annoyance of spectators or other participants.
 - c. No distribution of literature except from a booth.
 - d. No electronic amplification from a booth or table.
 - e. **Be responsible for the removal of litter or will be charged for the cost of removal of litter.**
 - f. **Exhibitors must exhibit and stay within the contracted space only. Overflow not to exceed a total of one foot.**
 - g. Tents and structures must meet building codes/fire regulations. Any damage to a building/tent will be charged back to the exhibitor.
 - h. Food vendors must comply with health, safety and fire regulations.
 - i. All vendors and their staff must purchase additional event wristbands (day passes) to have access to the site if needed. Two weekend wristbands will be provided within your confirmation package.
 - j. Overnight stays on-site are NOT PERMITTED. This includes vendors, their staff, and anyone else associated with their operations
 - k. Absolutely no parking of trailers in close proximity to the vendor booths. This means, trailers are parked in designated parking locations ONLY. You are responsible for getting product to and from your site location.
 - l. All staff (cashiers/sales persons) is the responsibility of the exhibitor.