



Signature Required By Feb 22/2024

<u>Business:</u> Magic Mystix Night Market "Dancing Daffodils Spring Market"	<u>Contact:</u> Jenny Crough mystic8heart@gmail.com
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This contract is between Magic Mystix Night Market (the "business") and the recipient (the vendor) dated Feb 22/2025.

The Magic Mystix Night Market outlines the terms and conditions for vendors participating in "Dancing Daffodils Spring Market" event. Vendors are provided with a designated booth space and must submit payment within 5 business days of the invoice date. Access to the event will be made available the morning of the event to allow set up. Vendors are expected to stay with their booth the entirety of the show and early dismantling is prohibited. Failure to comply will result in exclusion from future shows. This Promise To Appear Agreement is in respect to both event organizer and Event Management to ensure a smooth and enjoyable transaction between business and recipient. Clean-up is mandatory by 5PM and vendors are responsible for removing all materials from their booths; failure to do so may incur removal expenses charged to the vendor. The contract aims to ensure a seamless and successful experience for all participants in the Magic Mystix Night Markets.

TERMS

SPACE RENTAL

The event organizer agrees to provide the vendor with a designated booth space at the market presented by Magic Mystix Night Market, scheduled for March 22 2025. The application for exhibit space, when duly signed by the vendor and Event 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 reassigned to another applicant.

Each space rental includes a table (size specific to booth size), table, 2 chairs, and access to the venue ahead of public opening.

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USE OF SPACE AND RESTRICTIONS

The space contracted is to be used solely by the vendor whose name appears on the application, as agreed to by both parties and only products and/or services of the vendor may be exhibited. Any promotion of other products or services is strictly prohibited and will result in ejection from the show without refund. No exhibit will be permitted which interferes with the exhibits of other vendors or obstructs the visibility of other exhibits and all exhibits must be confined to the space allocated. Event Management has the right to correct such violations and request the vendor to alter, remove or rearrange their exhibit to comply with such regulations. If the vendor is unavailable, Event Management has the right to make necessary corrections at the vendor's expense. Event Management has 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.

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EXHIBIT SET-UP & DISMANTLING

To maintain a vibrant and engaging atmosphere throughout the Dancing Daffodils Spring Market presented by Magic Mystix Night Market, vendors are expected to remain present at their booths, ensuring that all exhibits remain open for the entire duration of the event. Early dismantling of exhibits is strictly prohibited, and vendors must adhere to this guideline unless granted special permission by the Event Management. Failure to comply may result in the vendor being barred from participating in any future events. It is imperative that all vendors complete the exhibit clean-up by 5PM, removing all materials from their booth space. In the event of non-compliance, the Event Management reserves the right to remove any exhibit or exhibit materials left behind, and any associated expenses will be the responsibility of the vendor. This policy is in place to guarantee a seamless and enjoyable experience for both vendors and attendees.

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PAYMENT

Payment for participation (UNLESS BOOTH SPACE IS FREE) in the Dancing Daffodils Spring Market presented by the Magic Mystix Night Market is a crucial aspect of our agreement. The Vendor is required to submit the agreed-upon payment within 5 business days from the date of the issued invoice. To facilitate a smooth transaction process, detailed payment instructions will be provided separately on the invoice. This timely payment is essential to secure the Vendor's participation and booth space at the event. We appreciate your prompt attention to this matter, which ensures a successful collaboration and contributes to the overall success of the Ghouls Night Out event. Should you have any inquiries regarding the payment process, please feel free to contact Event Management, and we will be happy to assist you.

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CANCELATION

Cancellation terms are an integral part of our commitment to providing a fair and transparent experience for both vendors and the Magic Mystix Night Market. Booth fees are considered non-refundable if a cancellation is made within 30 days of the scheduled event date. For cancellations made prior (by vendor) to the 30 days in advance, a 50 percent refund of the total rental fee is applicable. It is important to note that in the event of the show cancellation by the Event Management, all fees are fully refundable, excluding circumstances beyond our control classified as force majeure. These terms are designed to uphold the integrity of our event planning process while accommodating unforeseen circumstances that may arise. We appreciate your understanding and cooperation in adhering to these cancellation terms.

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FORCE MAJEURE

Neither party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of war or terrorism, riot, labor condition, governmental action, and internet disturbance) that was beyond the party's reasonable control. If possible, the Event Management will offer a show credit to be used at a future show of their choosing.

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FIRE REGULATIONS

All vendors must comply with local fire regulations. Only fireproof materials may be used in displays and wiring must comply with CSA or UL specifications. Fire exits and aisles must remain clear at all times. The vendor assumes full responsibility for ensuring the exhibits meet these standards.

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ELECTRICAL SAFETY CODE REQUIREMENTS

All vendors must comply with the Electrical Safety Code Requirements. The vendor assumes full responsibility for ensuring that exhibits meet these standards. Exhibitors are responsible to provide their own extension cords and battery packs required to illuminate any or all of table decor brought by Vendor. All extension cords must be properly secured to ensure they do not pose a hazard to other vendors or attendees of the event.

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DAMAGE TO PROPERTY

Vendors are liable for all damage caused by them to the venue facility, booth equipment or to the other vendor's property. Painting, nailing or drilling of floors, walls, ceilings or any part of the buildings is not permitted. Vendors 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 the walls, ceiling or electrical fixtures. A full set of venue regulations will be provided prior to the event.

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SECURITY

Event Management will provide adequate security for the duration of the event and will take reasonable precautions to safeguard the vendor's property. However, Event Management assumes no liability for loss or damage, however caused, of goods, exhibits or other materials owned, rented or leased by the vendor.

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CLEANING

Event and Facility Management are responsible for cleaning all common areas of the show (i.e. feature areas, aisles, washrooms.) All vendors are responsible for cleaning of their booth areas during and after the show.

In the occurrence the venue is offering FREE BOOTH USE in exchange for set-up and clean-up vendors may be requested to clean-up venue exhibits, materials, cleaning of common areas or otherwise instructed. In this event, details will be made available as to what expectations need to be met by both Event Management and Vendors.

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VENDOR IDENTIFICATION

Vendors are required to have proof of identification to their business and booth. Proof can be made by booth number, application and name signed on this form appear on your booth information sheet. In the event the attendee of the Vendor booth is different from the name on this form, please contact Event Management 5 days prior to the scheduled event date.

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FOOD AND BEVERAGES

The preparation and/or serving of food or beverages of any kind without permission of Event Management is prohibited. Any vendor offering food sampling is responsible for acquiring the necessary health department approval and must show proof of such. Serving of alcoholic beverages is strictly prohibited and may result in ejection from the event without refund.

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LIABILITY AND INSURANCE

All vendors are required to obtain and maintain at their own expense, a policy of insurance acceptable to Event Management. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence and is required to cover the show in its entirety, including set-up and clean-up. This policy is for the protection of the vendor and their property alone. If you do not have permanent insurance coverage, one-day event coverage can be obtained through Duuo Insurance.

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EXCLUSIVE RIGHTS

Participating Vendors have the exclusive right to promote or sell goods or services during the event. Any other parties found attempting to sell or solicit business without prior consent of Event Management will be asked to leave and escorted from the event venue. Vendors are asked to report any infractions so the immediate remedial may be made.

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ENTRY TO SHOW

Event Management reserves the right to refuse admission to any visitor, vendor or vendor employee who, in the opinion of Event Management or Security, appears to be unfit, intoxicated, or in any way creating a disruption of the event.

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BOOTH ASSIGNMENT

Event Management reserves the right to assign any and all booth spaces as it best determines, but will be guided by a first received deposit system. To be eligible for a table/booth this agreement must be dated and signed. In the event the BOOTH SPACE IS FREE, the Event Management team will adhere to the first come first served system and contract signed.

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DATE CHANGES

Event Management reserves the right at its sole discretion to change the show date and shall not be held liable in damages or otherwise by reason of any such change. In addition, Event Management shall not be liable in damages or otherwise failure to carry out the terms of this agreement in whole or part where caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike, pandemic or by any cause whatever beyond the control of the Event Management whether similar or dissimilar from the causes enumerated herein.

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COVID-19 SAFETY INFORMATION

All attendees will ensure to follow health and safety guidelines required by venue, Government sanctioned health ministry and Event Management requirements. This includes but is not limited to masks, temperatures taken, appropriate booth and participant distancing etc. In the event the vendor contracts Covid-19 prior, during or after the event, they must contact Event Management to designate a new booth employee or strategy plan in the event of this kind of sickness. If a vendor is unable to produce a booth attendee/employee for the event they risk forfeiting the event. If Vendor booth attendees present unwell including but not limited to coughing, runny or mucus filled nose, faint or pale due to sickness the Event Management reserve the rights for the Vendor to be asked to exchange booth attendant or pack up in this circumstance. If the Vendor becomes ill due to Covid-19 or any other influenza prior to the event, please alert Event Management to discuss the plan forward. A credit to a future event/market may be applicable.

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DUTY TO SELF-MONITOR

Participants and volunteers agree to self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, shortness of breath) and contact Magic Mystix Night Market if he/she experiences symptoms of COVID-19 or Influenza within 14 days after participating in the event.

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Signatures

This contract form may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for a valid record. Electronic signatures count as original for all purposes intended.

By typing their names as signatures below, both parties agree to the terms and conditions of this agreement.

Business Signature

Owner Name	Jenny Crough
Owner Signature	<i>Jenny Crough</i>
Business Date Signed	Feb 22/2025

Recipient Signature

Recipient Name	
Recipient Signature	
Recipient Date Signed	