

2011 Holiday Festival of Creations

Application Form

(Please complete both forms and return with full payment).

Business Name & Address: _____

Exhibitor or Contact Name: _____

Phone: () _____ **Fax:** () _____

Email: _____

Web Site: _____

Product Description: _____

New Exhibitors: Artisans participating for the first time at a show hosted by **Maximum Sports & Entertainment** are requested to send photos of their work, to be juried, along with completed application form and full payment. Locations where work is on display in the Okanagan as well as web pages are also acceptable.

Booth # Choices: 1) _____ 2) _____ 3) _____

NOTE: you may call and reserve a spot over the phone. Spaces will be awarded on a first come first serve basis. The phone reservation will be held for no more than 2 weeks at which point a cheque for full booth cost must be received. (No post dated cheque will be accepted). If application & payment are not received at the end of the 2 week period, the booth will once again be made available to other interested parties.

The presence of door prizes at the show entry adds excitement for the attending public; therefore there will be a table set up for door prize donations. If you wish to contribute a prize for the public, (this is on a volunteer basis), please fill out below. At the show, please be sure to include your business name and value of your gift so the winners are aware of your contribution.

Door Prize Donation: _____ **Approximate Value:** \$ _____

Over Night Accommodations: Will you require information in the final show notice package regarding over night accommodations during your stay in Kelowna for the event: **Yes** _____ **No** _____

*****Payment in FULL is required with completed application*****

Your signature indicates you will accept our best effort and discretion in booth assignment.

By signing & returning Application / Terms & Conditions form, you acknowledge having read & agreed to ALL event details.

Please make cheque payable to: Maximum Sports & Entertainment Ltd

Booth Cost: _____ + _____ (12% HST) = **TOTAL Fee Enclosed:** _____

Date: _____ **Signature:** _____

Please Note: Fill out application form in detail and make copies for your files. Please review prior to the show. If there are any changes on your part leading up to the event, please let me know as soon as possible. Final show details will be sent to you approximately 1 month prior to the event.

EXHIBIT RULES & REGULATIONS

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CONTRACT for SPACE RENTAL: This request for space, the notice of acceptance and space assignment by **Maximum Sports & Entertainment**, shall form a valid contract when duly authorized agents of both exhibiting firm and **Maximum Sports & Entertainment** have affixed their signatures. If full payment is not received along with completed application form, the contract is considered void and the space will be reassigned to another applicant. No refund will be made for space that is not used, or for space that is unused during any portion of show hours. Should space remain unoccupied 2 hours before the public opening of show, **Maximum Sports & Entertainment** may rent or use said space for other purposes without obligation or refund.

PAYMENT SCHEDULE & SPACE CANCELLATION: Payment in full must be sent along with completed application form.

Cancellation Policy: 31 days or more prior to show opening date -----Full Refund (less \$20.00 administration fee)
30 days or less prior to opening date of show ----- No Refund

Charges will apply uniformly and will apply whether or not space is resold.

ALLOTMENT OF SPACE: The allotment of space shall be at the discretion of **Maximum Sports & Entertainment**. In all cases the management reserves the right to reject or accept conditional applications any time.

USE OF SPACE: The space contracted for is to be used solely for the Exhibitor whose name appears on this application and only for those products as listed on application form. The Exhibitor agrees the allotted space shall not be assigned, shared, subleased in whole or in part except by WRITTEN approval of **Maximum Sports & Entertainment**. Exhibitors must confine all structures and activities to within their allotted space limits. No display can exceed the contracted area. All products on display must be of top quality and in sufficient quantity to last the duration of entire event. Used, second hand, rebuilt or fire sale articles or materials of any kind shall not be exhibited or offered for sale within the area of the show.

STAFFING OF EXHIBITS: Exhibits shall be manned by agents of the Exhibitor and open for business during all official public show hours right up until closing time. Violations of this regulation will result in the Exhibitor being barred from all future participation in events hosted by **Maximum Sports & Entertainment**.

DAMAGE TO SHOW & DISPLAY PROPERTY: Exhibitors are responsible for damage caused by them to show property, and in the case of display equipment within the contract area, are responsible for all damage caused to same from any cause whatsoever and shall pay to the Show and Display Company, on first demand, the cost of all necessary repairs arising out of the damage for said.

SHOW LIABILITY: **Maximum Sports & Entertainment** will take reasonable precautions to ensure the safety of property and materials brought upon the premises of the show, but the Exhibitors and Owners themselves must take the risk of exhibiting them. **Maximum Sports & Entertainment** assumes no liability for loss or damage through any cause, of goods, exhibits or other materials owned, rented or leased by the Exhibitor. The Exhibitor shall indemnify the Facility Management, Show Management and/or Display Company against, and hold them harmless from, any complaints, suits or liabilities resulting from negligence of the Exhibitor in connection with the Exhibitor's use of the display.

RESTRICTIONS: **Maximum Sports & Entertainment** reserves the right to restrict exhibits which because of noise, method of operation, creation of safety hazards or any other reason, become objectionable or otherwise distract from or are out of keeping with the character of the show as a whole. In the event it becomes necessary to restrict any installation or activity or to evict an offending Exhibitor, **Maximum Sports & Entertainment** is not liable for any refund of exhibit space rental or any other expenses incurred by the Exhibitor. **Maximum Sports & Entertainment** reserves the right to refuse admission or expel from the premises, any visitor, exhibitor or exhibitor's employee who, in the opinion of the Management is unfit, intoxicated, or in any way creates a disruption of the show. Booths must be manned at all times during official show hours. Booths must be maintained in a neat and orderly manner throughout the show. Food related products and/or beverages are to be accompanied by all proper food safe documentation and labeling. Serving or consumption of liquor (spirits, wine and beer) by exhibitors on exhibit floor is in violation of the Liquor Control Act.

PUBLICITY: Exhibitors agree to full exposure of their names and product descriptions. They also agree to full exposure to the media and management, through photographs, interviews and all media coverage, for promotion, both prior & during this event.

LICENSES: **Maximum Sports & Entertainment** is fully licensed to operate Special Events in the city of Kelowna. A "Home-crafters License" has been obtained by **Maximum Sports & Entertainment** to cover all home based Crafters and Artisans at this event. All commercial businesses participating at this show must be fully licensed in the city of Kelowna to conduct business and process sales.

SALES TAX: The full accountability of Tax Collection and payment to the proper Government sources for merchandise and/or services sold or conducted, at the individual exhibit booths at this show, is the sole responsibility of each participating Exhibitor.

INTERPRETATION & ENFORCEMENT: These conditions of contract, display rules and regulations become a part of the contract between the Exhibitor and **Maximum Sports & Entertainment**. **Maximum Sports & Entertainment** has full power of interpretation and enforcement of the rules and may amend them at any time. All matters in question not covered by these regulations are subject to the decision of **Maximum Sports & Entertainment**, and all decisions so made shall be binding on all parties affected by them as by the original regulations. It is the responsibility of the Exhibitor or his designated representative to familiarize himself with all rules and regulations since ignorance of the rules is not an acceptable reason for failure to comply. Exhibitors or their representatives who fail to observe these conditions of contract or who, in the opinion of **Maximum Sports & Entertainment**, conduct themselves unethically may be dismissed from the exhibit without refund or other appeal.

I have read, understood and agree to abide by all the above Show "Rules and Regulations" (Please make a copy for your files).

Name: (please print) _____ Date: _____ Signature: _____

Management: (Maximum Sports & Entertainment) _____ Date: _____