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AGREEMENT

This Agreement made in duplicate as of the _____ day of _____, AD 2010.

BETWEEN:
MAXIMUM SPORTS ENTERTAINMENT
(Hereinafter referred to as the “Organizers”),

-And-

(Print name neatly)

(Hereinafter referred to as the “Exhibitor”)

WHEREAS the Organizers are hosting the **Kelowna Dragon Boat Festival** (hereinafter referred to as the “Event”). The Exhibitor is applying for space to participate in this event. The event is being hosted by the Organizers at the Tug Boat Beach Area and Waterfront Park from Saturday, September 18, to Sunday, September 19, 2010.

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT In pursuance of the said Agreement, and in consideration of the sum of SEVEN HUNDRED AND FIFTY (\$750.00) DOLLARS PLUS APPLICABLE TAXES (12% HST) of lawful money of Canada, paid by the Exhibitor to the “Kelowna Dragon Boat Festival” at or before the sealing of this contract. The Organizers agree to let the Exhibitor set up a display booth at the said Event, under the following terms and conditions:

EXHIBITOR SPACE

1. The Organizer (or it’s assigns) will provide a specified area, of the following dimensions: 10’x10’, to the Exhibitor on the promenade or the Waterfront Park on the date of the event, namely, Sept. 18 to Sept. 19, 2010.

EXHIBITOR REQUIREMENTS:

2. The Exhibitor is solely responsible for the complete set-up of the booth, its decoration and providing their own signage to advertise their exhibit at the Event. All costs associated therewith are at the sole expense of the Exhibitor. The Exhibitor will be allowed to set-up their booth on Friday, September 17, 2010, between 10:00am and 2:00 pm. All displays must be completed by 4:00pm. The Food Concessions operating hours will be on Saturday from 9:00 am to dusk and on Sunday from 9:00am to 6:00 pm. The Organizer agrees to allow the Exhibitor to commence operation on the Saturday and Sunday of the event according to the Exhibitor’s own discretion provided that all vehicles

related to set-up are removed from the site by 9:00am. The Exhibitor is required to have the appropriate number of representatives to manage their booth.

3. The Exhibitor will contain their exhibit at the Event to within the allotted exhibit space as
 - noted in paragraph 1(a) above. Should you require a tent, tables or chairs please note that it is the responsibility of the vendor to acquire their own tent.
4. Exclusive arrangements for electrical requirements have been made with Showtime Convention and Display Services. Any power requirements will be dealt with through this supplier.

POWER REQUESTED:

5. Any equipment related to the health requirements of food preparation (eg. Sinks, wash-tables, etc.) will be available only through Interior Portable Rentals. Please indicate here if you require any additional equipment.
 - Yes, I require _____
 - No
6. All Exhibitors must provide a removable floor covering such as a drop cloth to cover their display area and prevent staining of the floor area. Cost of any subsequent cleaning (pressure washing by the city of Kelowna) will be solely that of the exhibitor.
7. Exclusive contracts on specific items have been awarded and therefore those items cannot be part of your selections. For this reason, you will be restricted to create and serve only the items listed in section 13 of this contract.
8. Exhibitors are required to prepare and handle food within the guidelines of all current ***Health Regulations and use safe food handling practices*** during the preparation, set-up and sale of food items. Wash basins and disposable gloves must be provided by the exhibitor. Food items must be stored at appropriate temperatures; cold items must be kept at 4 degrees Celsius or less and hot items must be kept at 60 degrees Celsius or higher. For arrangements in renting additional power and floodlights, please contact the supplier mentioned in section 4 of this contract.
9. According to Health Regulations, all Exhibitors must fill out the special events license form, which is attached to this agreement. The following are additional requirements from the Health Department:
 - attach list of food items & preparation method to the special events license
 - each booth must have warm water
 - provide and include a sketch of your booth lay out & attach to special events license
 - water for hand washing and gloves
 - ideal mechanical refrigeration is chest style refrigerators or freezers

- Exhibitors should insure to provide enough disposable plates and napkins for their anticipated daily food sales.

10. Exhibitors are required to provide a minimum of two (2) garbage cans per exhibit and ample garbage bags.

11. All Exhibitors must hold a City of Kelowna Business License. If you currently do not have one, you will have to get a short term license from City Hall prior to the event. You will not be permitted to operate without one.

12. The Kelowna Dragon Boat Festival Committee and the Organizers reserve the right to refuse anyone to participate in this Event at their sole discretion absolutely.

13. The Exhibitor agrees to serve following food items only:

- 1) _____
- 2) _____
- 3) _____
- 4) _____
- 5) _____

14. Failure to comply with any of the above paragraphs or sections will result in the Kelowna Dragon Boat Festival having the right to terminate this Agreement at its sole discretion and the Exhibitor will forfeit any claim it has whatsoever.

The terms of the Exhibitor in this Agreement shall include the Executors, Administrator, successors and assigns of each of them and that wherever the singular and masculine pronouns are used throughout this Agreement the same shall be construed as meaning the plural or feminine or neuter where the context or the parties thereto so require.

Kelowna Dragon Boat Festival Representative

Exhibitor's Authorized Agent

Date Signed

Print Name