

# Plaid Goat Mountain Bike Fest Exhibitor Terms of Agreement

**1. Move In/Load Out Procedures:** Move in and load out hours are set in advance of Plaid Goat and will be provided prior to the festival. Exhibitors may not unpack or tear down their exhibitor space during the operating hours of Plaid Goat due to safety reasons.

**2. Food & Beverage Policy:** Exhibitors planning to sample food or beverage products are required to obtain a permit from Alberta Health Services and will need to communicate their intention for having food onsite to the festival vendor coordinator. Permits can be accessed here: <https://www.albertahealthservices.ca/frm-19882.pdf> or by calling 403-943-2295. Please keep Ryan up to date with the status of your permit. Once your permit has been approved, please send a copy to [ryan@plaidgoat.ca](mailto:ryan@plaidgoat.ca).

**3. Logo Request:** Please send a copy of your logo to [ryan@plaidgoat.ca](mailto:ryan@plaidgoat.ca) in any of the following file formats: JPEG, GIF, PNG, Vector. Logos should be sent within seven (7) days of your application's completion.

**4. Payment and Cancellation Policy:** Payment in full is required to reserve Exhibitor spaces. Payment accompanied by your completed Exhibitor Application reserves your space immediately. Preferred payment methods include cheque or e-transfer. All cancellation requests must be made in writing or received by email. Cancellation requests made after June 1st, 2020 will incur a \$200.00 service charge.

**5. Certificates of Insurance:** To participate as an exhibitor, we need to receive a certificate of insurance that shows Plaid Goat Mountain Bike Festival operated by Aspire Strategic Inc. and Ride the Rockies Society as additional insured with a minimum of \$2,000,000 commercial general liability coverage and 30 days' notice of cancellation or material change. These can be submitted either by email or mail. The additional insured is: Aspire Strategic Inc. and Ride the Rockies Society for Plaid Goat Mountain Bike Fest, 70 Moraine Road, Canmore, AB T1W 1J7. Please email your certificate to [ryan@plaidgoat.ca](mailto:ryan@plaidgoat.ca) or mail it to the above address no later than June 1, 2020. We must have your certificate on file to allow your set-up.

**6. Property Security:** The event will provide roving, on-site personnel to deter overnight theft or vandalism to your property. These personnel will be onsite from approximately 10:00 p.m. until approximately 7:00 am, on Friday, Saturday, and Sunday of the event. Event personnel are not security guards. Exhibitors may at their own expense obtain additional security services by contracting with an approved security company. Leaving any merchandise unattended in any area is not recommended. The event will not be liable for loss or damage to the property from theft, fire, accident, or any other cause.

**7. Customer Communication Protocol:** Each exhibitor is responsible for communication related to their own goods. This pertains to use of product in relation to shuttles, duration of demos, etc. Details as such are the sole responsibility of each

exhibitor to communicate with their customer(s). Ride the Rockies Society and Aspire Strategic Inc. and each of their directors, officers, managers, employees, agents, members, instructors, volunteers, sponsors, partners, independent contractors, subcontractors, representatives, successors and assigns and Wanda Bogdane (all of whom are collectively referred to as the RELEASEES) are not responsible for business to customer communication such as this.

**8. Assumption of Risks Release:** Exhibitors expressly assume all risks associated with, resulting from or arising in connection with exhibitor participation or attendance at Plaid Goat, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits. Each exhibitor has sole responsibility for its property and any theft, damage or other loss to that property, including any subrogation claims by its insurer. Exhibitors shall insure its property against damage, loss and theft and agree to not make any claims against Ride the Rockies Society and Aspire Strategic Inc. and each of their directors, officers, managers, employees, agents, members, instructors, volunteers, sponsors, partners, independent contractors, subcontractors, representatives, successors and assigns and Wanda Bogdane (all of whom are collectively referred to as the RELEASEES) for any loss unless due to the gross negligence or willful misconduct of the event. Neither the Event nor its releasees, shall be liable for, and exhibitor hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of the event. Exhibitors understand and agree that the event stages "Rain or Shine" and exhibitors receive no allowance of any sort in the event of bad weather. The event makes no representations or warranties, express or implied, regarding the success of the event, including but not limited to the condition of the facility, noise levels or other inconveniences or disruptions in or around the event site, the number of persons who will attend the event, or any other matter, except as explicitly set forth herein. Exhibitors hereby accept the facility and the contracted exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose. This section shall survive any termination of this Agreement.

**9. Indemnification:** Exhibitors agree to indemnify, protect, defend and save, and hold harmless Ride the Rockies Society and Aspire Strategic Inc. and each of their directors, officers, managers, employees, agents, members, instructors, volunteers, sponsors, partners, independent contractors, subcontractors, representatives, successors and assigns and Wanda Bogdane (all of whom are collectively referred to as the RELEASEES) from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with: (a) Exhibitor's participation or presence in or at Plaid Goat, including the sale of merchandise sold by exhibitors; (b) any breach by exhibitors of any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the event; (c) any matter for which exhibitors are otherwise responsible for under the terms of this Agreement or any other contract, arrangement or agreement; (d) any violation or infringement (or claim of violation or infringement) by exhibitors of any law or ordinance or of the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right;

(e) any libel, slander, defamation or similar claims arising out of or relating to exhibitors' actions; and (f) exhibitors' acts that result in damage, harm or injury (including death) to anyone or their property at the event. This section shall survive any termination of this Agreement. Exhibitors, by agreeing to this liability exclusion, expressly release the aforementioned from all claims for loss, damage or injury.

If you have questions related to any of the AGREEMENT TERMS, please contact festival vendor coordinator at [ryan@plaidgoat.ca](mailto:ryan@plaidgoat.ca).