

MRBE The Manitoba Reptile Breeder's Expo
Terms and Regulations
www.themrbe.com

AGREEMENT made this _____ day of _____, _____.
(Date) (Month) (Year)

BETWEEN: Casey Trizpit, Chantal Trizpit and Steve Rempel referred to in this agreement as **ORGANIZERS** of MRBE The Manitoba Reptile Breeder's Expo, Winnipeg Reptiles, Unit 5 1692 Dublin Ave, Winnipeg, Manitoba, R3H 1A8, referred to in this agreement as **SHOW**.

- and -

Name: _____
Address: _____
Referred to in this agreement as **VENDOR**.

Expo Dates: _____

In consideration of the mutual covenants and promises in this agreement and for other good and valuable consideration, **ORGANIZERS** and **VENDOR** agree as follows:

1. REGISTRATION AND PAYMENT:

Table fees for **SHOW** are listed below. This money is to be paid in advance, at least four weeks before the scheduled event unless otherwise specified by **ORGANIZERS**. A \$25 processing fee will be charged for late registration.

- Private Breeders: \$100 per table + applicable taxes
- Retail Stores, Distributors, Manufacturers: \$200 per table + applicable taxes

Registration increases \$25 as of August 24th, 2018.

NSF checks are subject to a \$50 processing fee.

Any **VENDOR** needing a Hydro or Internet connection may be subject to additional charges if **ORGANIZERS** are subject to such charges by the hosting location. No additional charge will be charged to **VENDOR** otherwise for Hydro or Internet connections.

No tables will be reserved without a complete and accepted registration form submitted by either mail or email.

2. SETTING UP AND DISMANTLING:

Table areas and loading for **SHOW** will be posted to The MRBE website under **VENDOR Information**. Dismantling must not begin before 5:00 p.m. of closing on expo day without explicit permission from **ORGANIZERS**.

It is mutually agreed that it is the duty and responsibility of **VENDOR** to install and put into place their exhibit before the opening of **SHOW**. In addition, the **VENDOR** must dismantle and remove the same immediately after the close of the show, and that all property shipped to or from the facility by **VENDOR** for installation or display at **SHOW** is at the sole risk of **VENDOR**.

ORGANIZERS of **SHOW** reserve the right to move **VENDOR** from one booked space to another to assist in the placement of any and all vendor booths.

3. BOOTH CONSTRUCTION:

Nothing shall be attached to any walls, columns or floors in the building interior or exterior unless explicit permission is granted by **ORGANIZERS**. **VENDOR** shall arrange their display so that they utilize only the table area contracted for, and in such manner as to recognize the rights of the other exhibits and show visitors and to conform to the overall patterns developed by **ORGANIZERS**. Any charges for damages caused by **VENDOR** to the hosting property will be charged back to **VENDOR**.

VENDOR must keep the visible area behind their booth clean and organized at all times. If the area is deemed not clean or organized by **ORGANIZERS**, the area will be required to be made clean and organized to the satisfaction of **ORGANIZERS**.

VENDOR must bring, possess and utilize hand sanitizer if any animals at their exhibit are to be handled by the public or another party. Hand sanitizer must be used whenever an animal is handled by the public or another party. If **VENDOR** fails to bring or possess hand sanitizer, **ORGANIZERS** will supply it at a fixed cost to be announced at the time of **SHOW**.

4. SHOW HOURS:

9:00 a.m. to 5:00 p.m. with 9:00 a.m. access for "VIPs" and 10:00 a.m. access for the general public on Expo Saturday and 10:00 a.m. to 4:00 p.m. Expo Sunday . These times may be subject to change. All parties will be notified at the time of such changes.

5. DELIVERY & REMOVAL OF MATERIAL:

It is mutually agreed that **VENDOR** will be responsible for the delivery and removal of equipment, display material, or equipment classified as machinery to the hosting location loading dock and for removal of same from the facility, either via **VENDOR**'s own carrier or by contracting the official supplier. **ORGANIZERS** assume no responsibility for transporting any materials used by **VENDOR** to or from the hosting location.

6. LIABILITY:

VENDOR agrees to protect, save and keep the SHOW, ORGANIZERS, hosting location and the City Of Winnipeg forever harmless from any and all bodily injury including death and damage to property or charges imposed for violation of any law or ordinance whether occasioned by the negligence of VENDOR or those representing VENDOR as employees or business invitees. As well as to comply strictly with the applicable terms and conditions contained in this agreement between SHOW, ORGANIZERS, the hosting location and the City Of Winnipeg, regarding the exhibition premises. Further, VENDOR shall at all times, protect, indemnify, save and keep harmless SHOW, ORGANIZERS, the hosting location and the City Of Winnipeg against and from any and all loss, cost damage, liability or expense including attorney fees and expenses of legal proceedings arising from or out of or by reason of any accident or other occurrence to anyone, including VENDOR, those representing VENDOR as employees or business invitees, materials or goods which arises from or out of or by reason of said VENDOR's occupancy and use of the hosting location premises or part thereby.

VENDOR will at all times possess liability insurance and full responsibility against all losses due to fire, theft, accidents and all other perils. Neither SHOW, ORGANIZERS, the hosting location, the City Of Winnipeg, nor the property owners have any intention of being the insurers nor in any way have they foreseen being held responsible for VENDOR, those representing VENDOR as employees or business invitees of any loss or damage of whatever nature without distinction to cause.

VENDOR agrees to collect all necessary PST and GST and applicable taxes and submit them as required under federal and provincial tax laws.

VENDOR agrees to provide, display and offer only animals that have been obtained or produced within the governing laws related to such species in accordance with the City of Winnipeg bylaws at the time of SHOW.

VENDOR agrees to have City of Winnipeg permits for permitted animals at the **SHOW** to provide at the request of **ORGANIZERS**. **VENDOR** must provide a photo copy of the permit when selling a permitted animal and contact the City of Winnipeg Animal Services to initiate transfer of ownership and anything else required. It is the **VENDOR's** responsibility to inform the customer of the transfer process.

VENDOR agrees to only sell restricted species to people that **DO NOT** reside in Winnipeg. **Vendor** must confirm location of residence by checking government issued ID of purchaser. List of restricted species provided by **ORGANIZERS**.

VENDOR agrees to not offer or possess any species of live rodents or mammals.

VENDOR agrees to securely contain at all times all live animals used in VENDOR's display including but not limited to reptiles, amphibians, fish, arachnids and invertebrates. All feeders including but not limited to invertebrates must be prepackaged and contained at all time. There will be no packaging or unpacking of said feeders unless explicit permission is granted by ORGANIZERS. It is the sole responsibility of VENDOR to properly package and secure all live animals at all times unless specifically for the purpose of promotion. If ORGANIZERS deem the containment of any live animals to not be secure, suitable and safe, they may require VENDOR to make concessions which allow for secure, suitable and safe containment of said live animals be it through repackaging or removal from display by VENDOR until such time and conditions that ORGANIZERS see fit.

7. MISCELLANEOUS:

No signs or displays will be permitted to be displayed by VENDOR in the foyer or aisle areas unless explicitly stated by ORGANIZERS. In the event that because of war, fire, strike, government regulation, public catastrophe, act of God, the public enemy or other causes, the show or any part thereof is prevented from being held, is cancelled by ORGANIZERS or the management of the hosting location applied for herein becomes unavailable, ORGANIZERS shall determine the refund to the applicant their proportionate share of the balance of the aggregate exhibit fees received which remains after deducting expenses incurred by ORGANIZERS and reasonable compensation to ORGANIZERS, but in no case shall the amount of refund to VENDOR exceed the amount of the exhibit fee paid by VENDOR to ORGANIZERS.

ORGANIZERS reserve the right, in its sole discretion, and for the orderly and proper co-ordination of SHOW and exhibits to change any booth assignment at any time prior to the opening of the show.

ORGANIZERS reserve the right to disallow animals with external parasites including but not limited to mites, ticks and etc. and freshly imported animals that may pose a health risk to surrounding vendors and their animals as deemed by ORGANIZERS. Said animals may be required to be removed from the premises.

VENDOR shall not be entitled to a refund of any part of any fee should VENDOR for any reason be unable to attend or exhibit at the show, and VENDOR shall be liable for any unpaid balances.

VENDOR shall observe and abide by additional rules or regulations that may be adopted by ORGANIZERS which shall be as much a part hereof as though fully incorporated herein.

If VENDOR fails to make payment due hereunder on the date herein designed, ORGANIZERS may change VENDORS's space assignment without further notice or such VENDORS's rights to exhibit may be cancelled by ORGANIZERS without further notice and VENDOR shall not be entitled to a refund of any part of any fee. ORGANIZERS shall be entitled to close VENDORS exhibit at any time for failure by VENDOR, those representing VENDOR as employees or business invitees to perform, meet or observe any term or condition set forth herein. In such event, VENDOR shall immediately remove his or her display and ORGANIZERS may rent VENDOR's space to others. VENDOR shall not be entitled to a refund of any part of any fee.

8. FIRE SAFETY

All fire and emergency equipment located in the building must not be hidden or obstructed in any way. Emergency exits and aisles must be kept clear and unobstructed. Vehicles parked on fire routes will be removed at the owner's expense, including unauthorized and illegally parked vehicles. All electrical equipment must be CSA approved unless explicitly allowed by ORGANIZERS.

9. SECURITY

All SHOW related personnel should enter and exit the building through the designated entrance and are to be properly tagged at all times. Any intended or actual breach of security will result in the immediate removal of the offending party from the premises and prosecution if appropriate.

10. EXHIBIT HALLS

Tape removal from the floors, walls and property and the removal of any and all waste material is the sole responsibility of VENDOR. Removal of tape and any and all waste material by ORGANIZERS or the hosting location after the move out period will be charged to VENDOR at a rate of 50% of the original table fee paid by VENDOR.

Clear access is to be maintained to exhibit hall concession stands and washrooms at all times. Garbage must be neatly packed and unexposed. Arrange disposal with ORGANIZERS. Any form of transportation or movement of exhibits within the facility must be made on rubber wheeled dollies or flat carts approved by ORGANIZERS, the hosting location and its management.

The exhibitor shall not:

- a) Permit or allow beer, wine, beverages or liquors of any kind to be sold, given away, possessed or consumed during SHOW including setup and teardown times permitted.
- b) Commit any nuisance.
- c) Cause any unusual, noxious or objectionable smoke or odor to emanate from the exhibit.

I have read, understand and agree to the above Terms and Regulations by signing this.

VENDOR signature: _____

Witness signature: _____

Date: _____

ORGANIZERS signatures:

- _____ Date: _____
(Casey Trizpit)

- _____ Date: _____
(Chantal Trizpit)

- _____ Date: _____
(Steve Rempel)

Confirmation: _____ Emailed: _____ Verbal: _____ Other: _____

A copy of this registration form must be submitted on or before the day of SHOW. Failure to submit a completed form will negate your rights to attend said SHOW.

MRBE Manitoba Reptile Breeders Expo

www.themrbe.com

Please fill out and return.

VENDOR Information:

Vendor title: _____

Representative's name: _____

Address: _____

Phone: _(_____) _____ CELL or FAX: _____

EMAIL: _____ WEBSITE: _____

Please list the items you wish to sell at the Expo to assist us in your placement at SHOW:

I, _____, of _____ as VENDOR agree to the above conditions as the terms and regulations of MRBE The Manitoba Reptile Breeder's Expo.

I am requesting _____ table(s) for the _____ (date) MRBE The Manitoba Reptile Breeder's Expo.

My representation is as a: Private Breeder: _____ Retail Store: _____ Distributor: _____ Other: _____

I require a hydro hookup for my booth (Cost to be determined if applicable) YES _____ NO _____

I give the MRBE permission to contact me by phone and email: YES _ NO _____

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