

Contractual Agreement with the Markham Jazz Festival

The undersigned hereby makes application to the Markham Jazz Festival Committee (hereinafter called the Committee) to operate a CRAFTS, FOOD or OTHER booth during the Markham Jazz Festival on **Saturday, August 20 and/or Sunday, August 21, 2011**, according to the under-mentioned terms and conditions:

1. We will operate a booth(s) (12 foot by 12 foot) that have been designated to us by the Committee as follows:
 - ▶ Saturday, August 20 between 1:30 pm and 7:00 pm (or earlier) **and/or**
 - ▶ Sunday, August 21 between 1:00 pm and 5:00 pm
2. We agree to pay the nonrefundable entry fee in advance, with there being no other charges.
3. We agree that it will be our responsibility to erect the required facilities prior to the event and that the Committee shall have the right to approve the appearance and type of booth.
4. We agree to be bound by the location of our assigned booth, as determined by the committee.
5. No hydro or water facilities are provided to any booth. No power generators allowed.
6. We will be responsible for the behaviour of our staff and of the public in our booth and will, at all times, maintain a reasonable standard of conduct.
7. We will be allowed to setup our booth(s) between 10:00-1:00 on Saturday, August 20 and between 1:00-2:00 on Sunday, August 21.
8. We will remove the booth(s) and all debris on both days, no later than 8:00 pm on Saturday, August 20, and 7:00 pm on Sunday, August 21.
9. The Committee and its members assume no responsibility or liability for any loss, damage or injuries occurring or suffered during the operation of the booth, within the area of operation of the booth, nor does the Committee assume any liability or responsibility for financial loss of any kind.
10. We agree to abide by reasonable rules and regulations as determined by the Committee.
11. The Committee reserves the right to rescind this Agreement and to require the booth be vacated in the event of a breach of this Agreement.
12. We agree to indemnify and save the Committee harmless in respect of any loss or liability or any injuries occasioned.
13. This Agreement is non-assignable without the consent of the Committee.

SIGNATURE: _____ PRINTED NAME: _____

DATE: _____

Accepted, Markham Jazz Festival Committee:

_____ Date: _____