



FOOD TRUCK TERMS AND CONDITIONS

The Marmora Truck Show - Fair2Give hereinafter referred to as "F2G"

1. **SPACE RENTAL CHARGE.** The exhibit space rental fee is \$250 exhibit space paid in Canadian dollars.
2. **PAYMENT.** Full payment is due in full upon submission of contract. Applications will not be processed or assigned without the required payment.
3. **CANCELLATION OF CONTRACT.** Food Trucks may cancel their exhibit space and receive a refund for the amount over and above the nonrefundable deposit of \$100 administrative fee, providing F2G receives a written notice of such cancellation at a minimum of six weeks prior to Show date. Cancellation by the food truck received in writing, less than six weeks prior to the event but more than one (1) day prior to the event will result in a refund minus 50% of the exhibit space rental fee. Cancellation by the food truck the day before the event will result in NO REFUND of the exhibit space rental fee. In addition, the food truck loses the right to use the complimentary food truck registrations and tickets granted by this contract. F2G reserves the right to terminate this contract immediately and to withhold from the food truck possession of the exhibit space and food truck shall forfeit, all exhibit space rental fees paid if, (a) the food truck is subject to proceedings in bankruptcy or insolvency, voluntarily or involuntarily, if a receiver is appointed with or without the food truck's consent, if the food truck assigns its property to its creditors or performs any other act of bankruptcy or if the food truck becomes insolvent and cannot pay its debts when they are due (b) the food truck fails to pay all exhibit space rental fees by Show date or (c) the food truck fails to perform any material terms or conditions of the contract, materially breaches these Terms and Conditions, or refuses to abide by these Terms and Conditions. F2G also reserves the right, without cause, to terminate this contract for convenience not less than thirty (30) days prior to the Show. If F2G terminates this contract for convenience it shall provide the food truck a full refund of the space rental fees.
4. **ELIGIBLE FOOD TRUCKS.** F2G reserves the right to determine eligibility of any company or product to participate in the Show. F2G can refuse rental of exhibit space to any company whose display of goods or services is not, in the opinion of F2G, compatible with the green objectives of the Show.
5. **ALLOCATION OF SPACE AND ASSIGNMENT.** Whenever possible, F2G intends to make space assignments in keeping with the food truck's location preferences. F2G however, reserves the right to make the final determination of all space assignments in the best interest of the Show. Final booth location is assigned by Show Management.
6. **SUBLETTING OF FOOD TRUCK SPACE.** Approved Food Trucks may not assign, sublet or share their space with another business or firm unless approval has been obtained in writing from F2G. Assignment, subletting or sharing with F2G's prior approval shall not relieve the food truck of its obligations under this contract. Food Trucks must show goods manufactured or dealt in by them in the regular course of business. Should an article of a nonexhibiting firm be required for operation or demonstration in a food truck's display identification of such article shall be limited to the usual and regular nameplates, imprint or trademark under which same is sold in the general course of business.
7. **LIABILITY.** Neither F2G or FairTradeWorks, its sponsors, members, nor the representatives and employees thereof, Show Management, its official service contractors, nor its representatives and employees (collectively, "F2G's Providers") will be responsible for injury, loss or damage that may occur to the food truck or to the food truck's employees or property from any cause whatsoever, prior, during or subsequent to the period covered by the food truck's contract. F2G's and F2Gs Providers' total cumulative liability for damages, expenses, costs, liability or losses (collectively "Damages")

arising out of or in connection with this contract, whether arising in negligence, tort, statute, equity, contract (including fundamental breach), common law, or any other cause of action or legal theory even if advised of the possibility of those damages, will in no event exceed an amount equal to the exhibit space rental fees paid by the food truck. F2G and F2G's Providers are not liable for any indirect, incidental, special or consequential damages whatsoever, any lost profits, anticipated or lost revenue, or any other commercial or economic loss arising out of or in connection with this contract (including any third party claim), whether arising in negligence, tort, statute, equity, contract (including fundamental breach), common law, or any other cause of action or legal theory even if advised of the possibility of those damages. For greater certainty, the limitation and exclusion of F2G's liability shall apply notwithstanding any other section of this contract. It is agreed by the parties that the nature of the facilities available, the presence and circulation of large numbers of people, the difficulty of effective supervision over the protection of large numbers of removable articles in numerous booths, and various other factors make it reasonable that each food truck shall assume their own risk of any injury, loss or damage, and the food truck, by signing this contract, hereby assumes such risk and expressly releases the organizations and individuals referred to above from any and all claims for any such loss, damage or injury. Protection against unauthorized removal of property from the booth occupied by the food truck shall be the food truck's responsibility.

8. **FOOD TRUCK INSURANCE.** The food truck shall, at its sole cost and expense, procure and maintain through the term of this contract, comprehensive general liability insurance against claims for bodily injury or death and property damage occurring in or upon or resulting from the premises leased. Such insurance shall include contractual liability and product liability coverage, and the following minimums are required: \$2,000,000 general liability. Such insurance shall name F2G as an additional insured.
9. **INDEMNITY.** The food truck assumes all risks and liability inherent in the performance of its obligations and those of its employees, subcontractors, agents and suppliers and shall take all necessary measures to avoid any damage to F2G or to third parties. To that effect, food truck agrees to defend, fully indemnify and hold harmless F2G, its successors and assigns, from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) resulting from: (i) damages to persons or property, personal injury or death caused by the negligent or willful acts or omissions of the food truck, its employees, agents and suppliers arising in connection with this contract; and (ii) any and all breaches by the food truck of any representations, warranties, covenants, terms or conditions of this contract. Without limiting the scope of the foregoing, the food truck shall also defend, fully indemnify and hold harmless F2G, its successors and assigns, from and against any and all claims, demands, suits, actions, causes of action and/or liability, of any kind whatsoever, for damages, losses, costs and/or expenses (including legal fees and disbursements) resulting from or relating to any claim that any product exhibited at the Show constitutes an infringement, violation or misappropriation of any third party's right, including any intellectual property right.
10. **INSTALLATION.** Exhibit installation in exhibit space depends on the location of your exhibit space. Target move-in dates will be sent well in advance via email. Please respect these times for show organization and safety. After the cut-off time, any unattended booths will be set up at the discretion of F2G, and all expenses will be charged to the food truck. In the best interest of the Show, F2G reserves the right, at their discretion, to reassign any un-set exhibit space.
11. **DELIVERIES AND REMOVAL DURING Show.** Under no circumstances will the delivery or removal of any portion of an exhibit/food truck be permitted during Show hours without written permission from F2G Show Management. All arrangements for deliveries and supplies, during non-Show hours, of supplies,

such as flexible materials, cartons and products to be packaged must be made with Show Management.

12. **ADMITTANCE DURING NON-SHOW HOURS.** Booth personnel will not be permitted to enter the exhibit area earlier than 6:30am on Show days and will not be permitted to remain in the exhibit area after the official closing of the Show for everyone's safety and security. food trucks that require additional time should check with F2G Show Management on the previous day. No food truck will be permitted to set-up after the official set-up times outlined.
13. **DISMANTLING.** Food truck's displays must not be dismantled or packed in preparation for removal prior to the official closing time of 2:00 pm Sunday July 7,2019. Every food truck must be fully staffed and operational during the entire Show. All food truck s must be removed prior to 5:00 pm Monday July 8, 2019.
14. **BADGES/ARM BANDS.** Official show badges and arm bands shall be visibly displayed by all food truck representatives at all times in the exhibit area. Badges are not transferable and those worn by other than the person to whom issued will be confiscated. Business cards are not to be used in badge holders.
15. **CHARACTER OF FOOD TRUCKS.** The general rule of the exhibit floor is "be a good neighbour." Food Trucks, which interfere with the use of other exhibits or impede access to them or impede the free use of the aisle will not be permitted. Booth personnel, including demonstrators, hostesses and models, are required to confine their activities within the food truck's booth space. Apart from the specific display space for which an exhibiting company has contracted with F2G, no part of the show space and its grounds may be used by any organization other than F2G for display purposes of any kind or nature. Within exhibit space property, food truck brand or company logos, signs, and trademark displays will be limited to the official exhibit area only. A. Attire. Representatives should be attired to maintain the climate of the Show. B. Sound. Sound systems will be permitted if tuned to a conversational level and if not objectionable to neighbouring exhibitors. C. Lighting. In the best interest of the Show, F2G reserves the right to restrict the use of glaring lights or objectionable light effects. The use of flashing electric signs or lights is not permitted. D. Noise and Odours. In fairness to all exhibitors, noisy or obstructive activity, noisily operating displays, and exhibits producing objectionable odours will not be allowed.
16. **FOOD SERVICE.** Exhibitors, as a show of respect to the Show's approved food trucks, shall not dispense beverages or food in the exhibit area without prior written permission of F2G.
17. **PR/NEWS RELEASES.** Releases must be limited to coverage of individual exhibit activities. Food Trucks are encouraged to provide product literature for use by authorized press reporters.
18. **SOLICATION/DISTRIBUTION OF MATERIAL.** Solicitation and distribution of materials is only permitted from within your contracted booth space. In keeping with our GREEN mandate, we ask that paper distribution be re-thought as much as possible and instead re-direct visitors to online material.