

Calgary Pop Up Comic Show
Sunday 10:00 am to 4:00 pm
Kingsland Community Centre
505 – 78 Avenue SW

www.calgarypopup.com

Vendor's Application and Waiver Form

Vendor Name: _____

Company Name: _____

Address: _____

City or Town: _____

Province: _____ Postal Code: _____

Phone Number: _____ Cell Number: _____

Email address: _____

Show Date: June 4, 2017

Rental Info : _____

Types of items for sale: _____

Number of tables/booths: _____

Amount Paid (\$): _____

Signature: _____ Date: _____

By signing, I agree that I have read and agree to all the terms and conditions contained herein.

DEFINITIONS

For the purposes of this Agreement:

- **Show** – interchangeable with Calgary Pop Up Comic Show (POPCS).
- **Venue** – means place of the show, which is the Kingsland Community Centre.
- **Promoter** – means the person / organization organizing the Calgary Pop Up Comic Show.
- **Vendor** – means the person / organization renting a space at the show.
- **Exhibitor** – interchangeable with Vendor.

EXHIBITOR SETUP & MOVE-OUT

- Set-up on Sunday is from 8:00am – 10:00am
- Move-out on Sunday is from 4:00pm – 5:30pm.
- Parking allowed only in designated parking spots. Vendor may be fined and/or towed if improperly parked.
- Exhibitors that require special attention, please contact the Promoter for special arrangements.

PAYMENT

Exhibitor understands the payment policy and agrees to pay the fees as listed on the Exhibitor Application Forms. If the Exhibitor is sharing or subletting table space, then the person whose name appears on the contract assumes full responsibility for that booth.

REFUNDS & CANCELLATIONS

Exhibitors that cancel more than 6 weeks before the event will receive a 100% refund.

Exhibitors who cancel more than 2 weeks before the event will receive a 50% refund.

There will be no refunds for cancellations less than 2 weeks before the event.

SALES TAX

Exhibitors are responsible for collection and payment of GST in accordance with Revenue Canada.

ADULT MERCHANDISE

Exhibitor agrees not to sell or distribute any adult material to patrons under the age of 18. All "Adult Only" material must be either behind the table, or if displayed, must be bagged and/or covered so that minors cannot open it. Any adult material depicting nudity and/or sexual conduct must be covered. Adult videos and magazines are not allowed to be openly displayed. Remember, this is an all ages show.

BOOTLEG POLICY

Any exhibitors selling bootleg items will be asked to remove these items from their table(s).

WEAPONS POLICY

The Promoter reserves the right to request that the exhibitor remove items for sale should they be considered dangerous, improperly handled, etc.

- A weapon is defined as any item that could potentially be used to cause harm to someone, any weapon or item prohibited by local, provincial, or federal law, any item indistinguishable from either of the first two cases, any item containing live steel (a sharpened edge that can be used to cut), or any item resembling a gun that is capable of firing a projectile.
- No weapons shall be permitted at the event unless agreed upon with the Promoter.
- No metal based weapons may be sold to attendees under the age of 18. When sold to attendees over the age of 18, must be in a sealed container and remain unopened until away from the venue.

LIABILITY & SECURITY

Vendors hereby agree that they will not make a claim against, sue or attach the property of the Promoter or any of their affiliated organizations and release them from any and all action, claims, or demands that they now have or may hereafter have for injury, loss or damage resulting from their participation or any liability arising from this show.

They assume and accept full responsibility for any and all damages occurred at POPCS.

The Promoter and Venue are not responsible for any theft or loss. The Exhibitor is responsible for their own security during the show hours. The Exhibitor agrees to protect, keep, and save the POPCS, the Promoter, forever harmless from any damage(s) or charge(s) imposed for violations of any ordinance or regulation by the Exhibitor, his/her employees or agents, as well as failure to comply with the terms and agreements of this contract. Further, Exhibitors shall at all times protect, indemnify, save, and keep harmless

the POPCS against and from any loss, cost, damage, liability, or expense which arises out of or from or by reason of any act or omission of the Exhibitor, his/her employees, or agents.

In the event that the Venue or any part of the exhibit area thereof is unavailable, whether for the entire event or a portion of the event, as a result of fire, flood, tempest, snow storm, or other such cause, or as a result of governmental intervention, malicious damage, acts of war, strike, labor disputes, riot, or agency which the POPCS has no control, or should the Promoter decide that because of any such cause it is necessary to cancel, postpone, or re-site the show, or reduce installation time, exhibit time, or move-out time, the Promoter shall not be liable to indemnify or reimburse the Exhibitor in respect of any damage or loss, direct or indirect, arising as a result thereof. The Promoter shall have the full power in the interpretation and enforcement of all contract regulations contained herein, and the power to make such amendments thereto, and such further rules and regulations as shall be considered necessary and proper. The foregoing represents the agreement between the under signed Exhibitor and Promoter, for the convention held at the Venue on the date specified by the vendor.

FIRE REGULATIONS, FOOD, & CLEANLINESS

Exhibitors must clean and maintain their areas before, during, and after the show. Exhibitors will be responsible for any damage caused by them to the exhibit area / community center. Exhibitor displays must meet fire codes. No exhibit or debris may obstruct any aisle or doorway. All Fire Extinguishers, Hose Cabinets, Fire Exits, Fire Alarms cannot be blocked or covered at any time during the show. Smoking or alcohol is not permitted on the Venue.

Food is not permitted to be sold at the POPCS without the consent of the Venue. Packaged collectible food items may be permitted upon being approved by the Promoter.