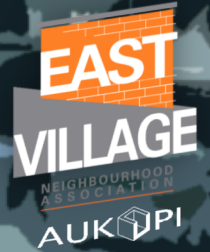


Hallow's Eve in the Village Godric's



EVNA (EAST VILLAGE NEIGHBOURHOOD ASSOCIATION) EVENTS

Vendor Policies, Terms, and Conditions

MEDIA AND PHOTOGRAPHIC RELEASE

By choosing to participate in Hallow's Eve in the Village: Godric's Hollow, I hereby give the Hallow's Eve in the Village Event & EVNA, its employees, volunteers, & those acting with its authorization the right & permission to copyright, use, and/or publish photographs and/or video of the participant in promotional materials, which include videos, catalogues, magazines, newspaper articles, brochures, & Internet Web sites.

I hereby waive any right to inspect or approve the finished videos, photographs, advertising copy, or printed matter that may be used in conjunction there with or to the eventual use that might be applied. I have read the foregoing photographic release and authorization, before affixing my signature below, and warrant that I fully understand the contents thereof.

VENDOR SUPPLIES

Vendor's who have chosen ONLY booth space without equipment such as tent, tables, and chairs etc. Must be prepared to supply the following:

- Your own Generator for lighting and other electrical needs
- Heating Lamps
- Power Cords (minimum length of 200ft)
- Display Tables, Chairs
- Tent Canopy: CAN/ULC s-109M "Standard for Flame Tests of flame resistant fabrics and Films" for all tents and canopies used in connection with public events. The Certificate must be provided upon request.

- Weights: minimum 25lbs per leg. (All tents must be weighted down to withstand inclement weather).
- Flooring
- Sump pump
- Handwash sinks
- Extension cords
- Lighting
- Theme Decorations
- Other equipment

ACCESS BADGES AND/OR RISK BANDS

Vendor Badges and/or risk bands issued to vendors must be worn at all times while at the venue, including move in and move out. Badges must be picked up prior to entering into the venue for move in.

RESALE AND TRANSFERENCE OF ACCESS BADGES AND/ OR RISK BANDS

Purchasing or procuring more badges than required for the purpose of resale is strictly prohibited. Vendors found to be reselling badges risk being removed from the venue and event without the possibility of a refund and being disallowed from exhibiting at future events hosted by EVNA, as well as all affiliated shows and events.

ONSITE PARKING

Food Trucks will have a designated area for parking. All other vendors will be able to find street parking near the venue, parking lots will be highlighted on parking map that will be released closer to the date of event. EVNA and affiliates shall bear no responsibility for vehicles towed from any areas where parking for exhibitors is disallowed by the venue.

SUBLETTING OR SHARED BOOTH SPACE

Subletting of tables and booths is allowed provided that EVNA is contacted ahead of time and made aware of any sublet arrangements. EVNA and affiliated event organizers reserves the right to disallow any subletting agreement at their sole discretion.

VENDOR HOURS AND STAFFING

All booths and tables must be staffed for all open hours of the show. If your space is found to be unattended for any duration longer than 1 hour, EVNA reserves the right to dismantle and store any items at the space.

BOOTH AND VENDOR APPEARANCE

Vendor Booths must be decorated to fit the theme of the event. Therefore, Vendors must supply Halloween Decorations for Hallow's Eve in the Village, and Christmas Decorations for Christmas in the Village. Any and all exhibitor staff working at any event hosted by EVNA must be clean and well kempt in their appearance. EVNA reserves the right to request any staff member of any booth to depart the event should their appearance or cleanliness be deemed to not be to the standards of the association.

ENTERING AND EXITING THE VENUE

All exhibitors must use the designated vendor entrances and exits as indicated by the venue map and EVNA.

DESIGNATED CONTRACTORS

All exhibitors requiring contractors to set up or disassemble their booth must contact EVNA to ensure that they will be allowed onsite at the event. Contractors required for set up and tear down will be allowed onsite with a special badge designating them as off hour contractors. These badges will not allow admittance to the event during regular event hours. Should you require contractors during event hours, it will be the vendor's responsibility to purchase badges or wristbands for them at the regular rate.

CHOICE OF PLACEMENT

EVNA and affiliated event organizers reserves the right to place vendors and exhibitors at their sole discretion dependent on availability and venue plan requirements. Past placement at an EVNA event does not guarantee the same location at future events.

SET UP AND MOVE OUT

Exhibitors are required to conduct their setup and move out during event approved times only. All exhibitors requiring setup or move out outside of designated times must request permission from EVNA. Exhibitors agree to follow all setup and move out rules and regulations as put forth by the event organizers and venue location that the event is being conducted at. These rules, as well as further information regarding setup and move out will be forwarded to the exhibitors in advance of the event. Failure to set up or tear down within the approved times will result in the vendor not being asked back for future events.

EARLY BREAKDOWN

Early breakdown of any booth or table at any EVNA event is not allowed without permission from the Event Manager. Any exhibitor who moves out early without receiving permission may be disallowed from attending or exhibiting at future events hosted by EVNA.

FOOTPRINT

The vendor's booth footprint must NOT spill over onto Park Cycling road ways or chalk lines laid out by the show decorator. Setting up outside of the authorized footprint will result in a single request to bring the booth back into compliance. Booths not put back into compliance will be asked to tear down and depart the event without refund.

COMPLIANCE AND TIMELINESS

Vendor's who have been informed that they must bring their booth into compliance must do so within a timely manner. And booth taking longer than 1 hour to bring their booth into the accepted footprint will be asked to immediately depart the event.

CLEAR PATHWAYS

All exhibitors must have all belongings removed from any open pathways prior to the start of the event daily.

SIGNAGE AND VISUAL STANDARDS

All hanging signage must be professionally made and family friendly using venue approved materials only. Absolutely no hand written signs will be allowed. Please ensure all signage is made in accordance with CAN/ULC – S109 “Flame Tests of Flame Resistant Fabrics and Films”.

DECORATIVE MATERIALS, BOOTH CONSTRUCTION, AND FIRE STANDARDS

All decorative materials used in booth construction (ie: drapes, curtains, signs, banners, acoustical materials, hay/ straw, plastic displays, canvas, cardboard, etc.) shall conform to CAN/ULC – S109 “Flame Tests of Flame Resistant Fabrics and Films”, or shall be treated and maintained in a flame retardant condition by means of a flame retardant solution to ensure that the material will pass the match flame test in NFPA 705 “Field Flame Test for Textiles and Films”. Plastic cloth and certain other plastic materials, tar paper, nylon, oilcloth, etc. cannot be rendered flame retardant and as such are disallowed in the construction of the booth. Any and all materials are subject to testing by EVNA, the Venue, or the Fire Marshall. Combustible materials that are 10mm (3/8”) or more in thickness or glass may be used without flame retardant treatment. (Exceptions are paper, cardboard, or foam products.)

VENUE DAMAGES

EVNA shall bear no responsibility for any damages to the venue caused by the exhibitor. All damages to the venue caused by an exhibitor will be charged back to said exhibitor at cost, plus an administration fee.

LIGHTING

All lighting used by the exhibitor must be approved and carry the appropriate ULC or CSA listing. Light for your booth space and as decoration should be planned in advance

CANOPIES/TENTS

Booths that include tents/canopies, or other covered structures must have a permanently attached tag denoting the item is in compliance with CAN/ULC – S109 “Flame Tests of Flame Resistant Fabrics and Films”. No other compliance tag will be accepted as of Jan 1, 2015. Any tent or canopy covering more than 300 sqft must have a listed single station smoke alarm and 2A-10BC Fire Extinguisher.

SPECIAL DISPLAYS

HELIUM

Helium and Helium balloons are not allowed at any event held by EVNA unless special permission has been granted.

FOG / SMOKE MACHINES

Fog, haze, and smoke machines are not allowed to be used by any exhibitor at EVNA events unless permission has been granted for a specified short duration of time for performance or entertainment purposes.

ELECTRICAL COMPLIANCE

All use of electrical items must be in compliance with venue and Fire Marshall Rules and regulations. Use of electrical outlets is restricted to exhibitors who have brought their own generator for their own booth to use only. Or have purchased electrical outlets through the venue by request or indicating on booth selection. Unauthorized use of on-site generators or venue electrical outlets is not allowed.

SOUND LEVEL COMPLIANCE

Sound must be kept to a minimum for the comfort of your fellow exhibitors and attendees. Absolutely no noise or music will be allowed that exceeds the Alberta Occupational Health and Safety maximum exposure limits. (85 dB(A))

TAXES AND PERMITS

Exhibitors are responsible for the collection and payment of GST and any other applicable taxes as required by law. Should the exhibitor require any other permits, clearances, or inspections of any kind, the payment for such actions shall be solely carried by the exhibitor and must be forwarded to the EVNA no later than two weeks (14 days) prior to the event. EVNA will not be held responsible for placement cancellations that are the result of not having valid / appropriate permits, clearances, or inspections.

CHARACTER OF EXHIBITS

All exhibits must be in good taste and be family friendly and non-discriminatory in nature, keeping in the theme and nature of the event. All exhibits must further be non-associative or must not promote any specific religious or political doctrine. Final determination of what shall qualify shall be made by the Exhibitor Manager and/or Operations Manager of the event designated by EVNA. All exhibitors are subject to continued assessment throughout the event.

RIGHT OF REMOVAL

Should any exhibit or display be found to not fall within the guidelines mentioned above, EVNA reserves the right to remove the exhibitor from the event with no prior notice or warning.

ADULT MERCHANDISE

Exhibitors **MUST NOT** at any point sell or openly display any adult oriented material to minors. Any and all adult oriented material **MUST** be held under the table, or if displayed, it must be bagged and/ or covered to ensure that minors cannot see and/or access the material. Any and all adult material depicting nudity of any sort must be covered (blinded). Adult videos and magazines are not allowed to be openly displayed at any time.

ADULT MATERIAL CLASSIFICATION

Adult material shall be classified as any and all material depicting nudity, sexuality, or conduct that would normally be considered to be pornographic under Provincial and Federal law. EVNA reserves the right to make the final determination on what constitutes adult material in regards to any event.

LIABILITY AND SECURITY

EVNA and any venues hosting any event shall not be held liable for any theft or loss that the exhibitor may incur at any event held by the association. The exhibitor shall be solely responsible for any and all security at their booth or table while onsite. The Exhibitor agrees to protect, keep, and save EVNA and the event hosted such as Hallow's Eve in the Village and Christmas in the Village, the promoter of the event, 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 Hallow's Eve in the Village/Christmas in the Village and EVNA 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 EVNA has no control, or should EVNA decide that because of any such cause it is necessary to cancel, post-pone, or re-site the show, or reduce installation time, exhibit time, or move-out time,

EVNA 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. EVNA 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 Exhibitor and EVNA.

BOOTLEG AND COPYRIGHTED MATERIALS

The display or selling of any copyrighted or bootlegged materials by any exhibitor is not allowed at any event being held by EVNA. Any exhibitor being found to have bootlegged or copyrighted materials will be asked to remove the materials from the venue. If said items are returned to the booth to be sold, or if the exhibitor refuses to comply with the removal request, the exhibitor will be removed from the event immediately, and will not be refunded any portion of payment made for their booth(s).

FIRE REGULATIONS

Exhibitor displays must meet all Provincial and Federal fire codes, and will be subject to Fire Marshal inspection prior to the opening of the event. No portion of a display, product, boxes, packing materials, etc. shall obstruct any aisle or doorway. No Fire Extinguishers, Hose Cabinets, Fire Exits, and/or Fire Alarms shall be blocked or covered at any time during the event.

VENUE REGULATIONS

Exhibitors agree to abide by all rules and regulations put in place by the applicable venues at which they are exhibiting. The exhibitor agrees and understands that the venue shall have final determination in regards to regulatory infringements in regards to their set rules and regulations.

FOOD AND BEVERAGE SALES

Food Vendors and Food Trucks must fill out Alberta Health Services (AHS) forms provided and return documents to AHS liaison and EVNA and be approved 30 days before event. Food and beverage sales by merchandise vendors are strictly prohibited at all events held by the EVNA without express prior written permission from EVNA. Collectible packaged food items may be allowed on a case by case basis, with determination being made by EVNA and its organizers.

CLEANLINESS

Exhibitors must maintain and clean their booth/table areas both during and after the event. Exhibitors will be responsible for any damage caused by them to the venue area. All materials owned by the exhibitor must remain within the confines of the booth or table area at all times.

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. Any and all subletting MUST be approved in writing by show management.

ADVANCE PAYMENT

All payments must be received within 30 days of securing space at the applicable event. Payments not received within 30 days may revert the reserved space back to the open pool.

REFUNDS AND CANCELLATIONS

Exhibitors that cancel within 30 days of the event will be granted a full refund minus 5% administration fees. Exhibitors that cancel within 15 days of the event will be granted a 45% refund. (50% refund minus 5% administration fees.) Exhibitors that cancel less than 15 days from the event will not be granted any form of refund. Administration fees will be capped at \$250.00 or 5% (Whichever is lower) regardless of size of booth footprint purchased.

EXHIBITOR REMOVAL

EVNA reserves the right to remove any exhibitor who disregards and/or breaches any policy as written in this document without refund.

CORRECTIVE PROCEDURE

Should an exhibitor be removed from any event held by EVNA the exhibitor shall be considered to be banned from any and all subsequent events of the company for a time period not to exceed ten (10) years. The exact term of the ban shall be decided upon by the executive of EVNA after the event in question.

CORRECTIVE PROCEDURE NOTIFICATION

Any exhibitor removed for any reason from any event of EVNA shall be notified not more than 45 days from the end of the event in question via registered mail of the reason and term of the ban.

EXHIBITOR REMOVAL WHILE UNDER BAN

Should an exhibitor arrive at any event or venue of EVNA while under a ban, the individual in question may be apprehended and prosecuted under the Provincial Trespass to Premise law(s).

BAN EXEMPTION

Any exhibitor who has been placed under ban by EVNA or any event hosted by the organization, may apply for an exemption from the ban after a period of two years. All exemption requests must be received in writing a minimum of six (6) months prior to the show or event for which the exhibitor wished to register. All Ban Exemption Requests will be reviewed by the EVNA event organizers and the decision shall be made known to the exhibitor via registered mail within 90 days of receipt.

EXHIBITOR PROMOTIONS

Items, gimmicks, merchandise, or other promotional stunts responsible to the Exhibitor must be directly related to the business of the vendor and cannot solicit or promote external organizations unrelated to the Exhibitor or Hallow's Eve in the Village or Christmas in the Village. The EVNA reserves the right to stop any Exhibitor who is not complying with this policy. Failure to comply with this policy may result with expulsion from the event without refund.

STICKERS

Stickers may be given out as a promotional item, unless restricted by the specific venue that the event is being held at.

PATHWAY INTERFERENCE

Absolutely no pathway interference will be allowed on behalf of the exhibitor. This includes merchandise and displays in the pathway walk ways, as well as sales staff selling or promoting in the pathway.

PRIZES AND GIVEAWAYS

The offering of prizes, draws, and giveaways is not allowed by the exhibitor without prior written authorization from the EVNA.

COORDINATION OF GIVEAWAYS

All prizes, draws, and giveaways made on behalf of the exhibitor must be coordinated with the Calgary Comic & Entertainment Expo to ensure no interference with aisle traffic, other exhibitors, or other functions of the event. Prizes, draws, and giveaways made without coordination may result in the exhibitor being asked to depart the event without refund.

FLYERS AND HANDOUTS

All flyers and handouts must be kept at the exhibitor's booth/table only. Handing out of flyers, pamphlets, or leaflets in any other area of the event is strictly unauthorized and may result in the exhibitor being asked to depart the event without refund.

SECURITY AND TRAFFIC FLOW

Any approved exhibitor promotion that is deemed to have a possible negative or altering effect on traffic flow in the exhibitor's booth/table area will require the exhibitor the use of security and/or traffic control personnel at the exhibitor's own expense.

EXCLUSIVES, LOGO AND NAME USAGE

Any and all show related exclusive merchandise that bears either the logo or name of; Hallow's Eve in the Village: Godric's Hollow, Christmas in the Village: Hogsmeade, East Village Neighbourhood Association (EVNA), and East Village is strictly unauthorized without prior written permission from EVNA. Unauthorized use of any logo, name, or trademark is not allowed and may result in the Exhibitor being asked to depart the event without refund, as well as possible legal action.

OFFICIAL AND UNOFFICIAL OFFSITE EVENTS

Exhibitors may not declare any offsite function to be an “official” event of the show without first receiving prior written permissions from EVNA.

EXHIBITOR WEAPONS AND PROP SALES

WEAPONS AND PROP SALES

EVNA maintains very strict standards regarding the handling, selling, displaying, and usage of weapons by vendors and attendees. The following policies have been implemented to ensure attendee safety and to allow us to remain able to continue selling weapons and props at the events.

RESPONSIBILITY AND CORRECTIVE PROCEDURES

It shall be the vendor’s sole responsibility to ensure that all policies pertaining to weapons and weapons sales as posted by EVNA are followed by all attendees and staff at their booth. Any and all violations of the posted policies will be dealt with by the issuance of one warning. If there is a second infringement of the policy, the vendor risks being removed from the show without refund, and being disallowed from exhibiting at future events of EVNA.

REMOVAL OF PACKAGING

Items may be removed from its packaging by the vendor for the purpose of displaying or showing the item to a potential purchaser.

PACKAGING OF SOLD ITEMS

If an item or weapon is sold to a potential purchaser or attendee, the item or weapon must immediately be placed back into its original packaging and sealed in a manner that would prevent easy access to the sold item while at the venue.

ITEMS THAT CANNOT BE RE-PACKAGED

If an item or weapon cannot be packaged in a way that is acceptable to EVNA staff, the item will immediately fall under the categorization of “weapon” as outlined in this policy and must be presented to the security/info table for a compliance check by EVNA event security staff.

PURCHASER/ATTENDEE UN-PACKAGING

All bladed weapons, including knives, axes, swords, and any other item deemed a weapon or a bladed object, must from the time of purchase be kept in its original packaging by the purchaser. Any purchaser who removes the weapon from its original packaging, does so at the risk of having the item confiscated and/or having their visitor wristband or pass revoked.

ATTENDEE HANDLING

The following policies are in place to ensure safe handling of any weapons at a vendor’s booth. These policies are strictly enforced by EVNA event staff.

HANDLING ALLOWANCE

Prospective purchasers may be allowed to handle and inspect weaponry provided that the weapon or prop remain horizontal to the table at ALL times and the weapon or prop is not lifted more than six inches from the table top.

HEFTING, WEIGHT AND BALANCE TESTING

There cannot, under any circumstances, be any kind of jabbing, swinging, fighting, testing for weight, or horseplay of any kind with the weapons being handled by a prospective purchaser or attendee.

TESTING ALLOWANCES

Vendors who wish to allow potential purchasers the ability to heft, or test weapons for weight must, at their own cost maintain an enclosed area in the middle of their booth that will be a minimum of 5 feet away from any other customer, or attendee of the event. The area must be fully enclosed so as to prevent any other person in the area to visually see what is happening inside.

VENDOR RESPONSIBILITY

The vendor will be solely responsible to ensure that the purchaser tests the weapon in a safe manner, and that all policies set by EVNA's event organizers and staff are observed and followed at all times.

SALES TO MINORS

At no time is a vendor who is displaying at any event of EVNA's allowed to sell any item, prop, or weapon that is classified in this policy to any person(s) who have not reached the legal age of majority within the Province of Alberta. (18 Years of age).

CORRECTIVE PROCEDURE

Any vendor being found to have sold a restricted item to a minor (Person under 18 years of age) risks being removed from the show with no refund, and being disallowed from exhibiting at future events of EVNA's.

COSTUME AND WEAPONS COMPLIANCE

Exhibitors understand and accept that any and all costumes and weapons associated with said costumes shall follow the policies set by EVNA as stated above. Failure to comply with these policies may result in the exhibitor being removed from the event without refund.

Medical and Safety

EVNA or its representatives do not provide sickness or accident insurance for participants at any of our events. It is each participant's responsibility to be covered with their policy.

Voluntary Assumption of Risk

EVNA events are not considered dangerous in itself. Nevertheless, as with any recreational activity, nobody can guarantee that it is free of any risk of injury or damage, direct or consequential.

I have read, and I understand, the above warning and disclaimer.

I voluntarily accept all risks of attending or participating in the Program, and all risks of injury and damage that may be suffered as a direct or indirect consequence of attending or participating in the Event.

I give the following release and indemnify Hallow's Eve in the Village: Godric's Hollow, Christmas in the Village: Hogsmeade, EVNA, its representatives and events from responsibility or liability to me against all loss and expense incurred through being held liable to the participant, to me or to any dependent of the participant or of mine, because of:

- a) attending or participating in the Event; and in return for the representatives:
- b) assisting at my request (hereby made) while I & my representatives attend or participate in the Event.
- c) as a consequence of the participant suffering injury or damage when or in consequence of attending or participating in the event, irrespective of how the injury or damage occurs suffered by any person in my care, custody or control;
- d) Damage to property in my possession or in the possession of any person in my care, custody or control, where the injury or damage, results directly or indirectly from my attendance or participation in the Event.

"Damage" means damage or loss;

"Dependant" means a parent, guardian, spouse or dependant;

"Injury" means illness, injury, adverse physical reaction or death;

"Participant" means the person intending to participate in the Program;

"Representative" means employee, contractor and voluntary assistant.