



## **2022 Edmonton Mountain Bike Festival (“EMBFest”) Terms of Agreement**

This document refers to the 2022 Terms of Agreement for local businesses, not for profit, food trucks and craft beer hub vendors, hereafter referred to together as “Exhibitors”

### **Load In/Out Procedures**

Load in/out hours are set in advance of EMBFest and will be provided in a vendor package prior to the festival. Exhibitors may not unpack or tear down their exhibitor space during the EXPO operating hours to ensure the safety of the guests. In case of inclement weather, vendors will be informed by festival staff or volunteers of changes to these times.

### **Proof of Insurance**

All Local Businesses, Food Trucks and Craft Beer Hub Exhibitors are required to have and show proof of insurance.

We require a certificate of insurance with a minimum of \$2,000,000 commercial general liability coverage and 30 days notice of cancellation or material change.

Local Not-For-Profit Clubs are not required to provide proof of insurance for participation in EMBFest.

Instructional Session Leaders are required to provide current and valid proof of mountain bike instructor/coaching certification from a reputable certifying body. Accepted certifications include the Professional Mountain Bike Instructors Association and the Bike Instructor Certification Program.

### **Food & Beverage Policy**

Exhibitors sampling or selling food or beverage products (i.e. Food Trucks) must obtain all necessary permits from Alberta Health Services and licenses from the City of Edmonton, and will need to provide a copy of any permits and/or licenses prior to acceptance of your application.

### **Logo Request**

Please include a copy of your Exhibitor logo with your application in any of the following formats: JPEG, GIF, PNG.

### **Payment and Cancellation Policy**

Payment in full is required to reserve Exhibitor spaces. An invoice for payment will be sent along with your notification of acceptance. Any cancellation requests must be made in writing via email to [info@offbeatentertainment.ca](mailto:info@offbeatentertainment.ca). Cancellations after August 15, 2022 will incur a \$200 service charge.



## **Property Security**

The event will provide volunteer trained security during the festival hours and roving, on-site personnel to deter overnight theft or vandalism to your property. The overnight personnel will be on-site from approximately 11:00pm until 11:00am the following day on Thursday, Friday, Saturday and Sunday of the event. Event volunteers are not security guards. Exhibitors may at their own expense obtain additional security services by contracting with an approved security company.

Leaving any merchandise unattended in any area is not recommended. EMBFest, Offbeat Entertainment and any other event associates will not be liable for loss or damage to the property from theft, fire, accident or any other cause.

## **Customer Communication Protocol**

Each Exhibitor is responsible for communication related to their own goods and services. This pertains to use of product in relation to groups rides, events, etc. Details as such are the sole responsibility of each exhibitor to communicate with their customer(s). EMBFest, Offbeat Entertainment and each of their directors, officers, managers, employees, agents, members, instructors, volunteers, sponsors, partners, independent contractors, subcontractors, representatives, successors and assigns (all of whom are collectively referred to as the "Releasees") are not responsible for business to customer communication such as this.

## **Assumption of Risks Release**

Exhibitors and EMBFest expressly assume mutual risks associated with, resulting from or arising in connection with participation or attendance at EMBFest, including, without limitation, all risks of theft, loss, harm, damage or injury to or of any person (including death), property, business or profits.

Each exhibitor and EMBFest has mutual responsibility for its property and any theft, damage or other loss to that property, including any subrogation claims by its insurer. Exhibitors and EMBFest shall insure its property against damage, loss and theft and agree to not make any claims against the other, including Offbeat Entertainment and each parties directors, officers, managers, employees, agents, members, instructors, volunteers, sponsors, partners, independent contractors, subcontractors, representatives, successors and assigns (all of whom are collectively referred to as the "Releasees") for any loss unless due to the gross negligence or willful misconduct of the event.

Neither EMBFest nor the Exhibitor, shall be liable for the other, and hereby releases all of them from, and covenants not to sue any of them with respect to, any and all risks, losses, damages and liabilities, whether described in this Agreement or not, unless due to the gross negligence or willful misconduct of the event.

Exhibitors understand and agree that the event stages "Rain or Shine". Exhibitors hereby accept the facility and the contracted exhibit space AS IS, with all faults, and without any implied warranties of merchantability or fitness for a particular purpose.

This section shall survive any termination of this Agreement.



## **Indemnification**

Exhibitors and EMBFest agree to indemnify, protect, defend and save, and hold harmless the other, including Offbeat Entertainment and each parties directors, officers, managers, employees, agents, members, instructors, volunteers, sponsors, partners, independent contractors, subcontractors, representatives, successors and assigns (all of whom are collectively referred to as the "Releasees") from and against any and all claims, demands, suits, liabilities, damages, losses, costs, fees (including reasonable attorneys' fees and collection costs) and expenses which result from or arise out of or in connection with:

- (a) Exhibitor's participation or presence in or at EMBFest , including the sale of merchandise sold by exhibitors;
- (b) any breach by exhibitors or EMBFest of any agreements, covenants, promises or other obligations under this Agreement or any other contract, arrangement or agreement related to the event;
- (c) any matter for which exhibitors or EMBFest are otherwise responsible for under the terms of this Agreement or any other contract, arrangement or agreement;
- (d) any violation or infringement (or claim of violation or infringement) by exhibitors or EMBFest of any law or ordinance or of the rights of any party under any patent, copyright, trademark, trade secret or other proprietary right;
- (e) any libel, slander, defamation or similar claims arising out of or relating to exhibitors' or EMBFest's actions; and
- (f) exhibitors' or EMBFest's acts that result in damage, harm or injury (including death) to anyone or their property at the event. This section shall survive any termination of this Agreement.

Exhibitors, by agreeing to this liability exclusion, expressly release the aforementioned from all claims for loss, damage or injury.

## **COVID-19 Policy**

As guidelines constantly are changing, EMBFest will be adhering to all current COVID-19 guidelines at the time of the 2022 festival.

**If you have questions related to any of the 2022 AGREEMENT TERMS, please contact [info@offbeatentertainment.ca](mailto:info@offbeatentertainment.ca)**