Brantford Kinsmen Ribfest Rules, Regulations and General Information





Governing All Festivals

THESE RULES AND REGULATIONS FORM A PART OF THE SIGNED VENDOR CONTRACT,

Therefore, vendors and exhibitors are requested to read them carefully and familiarize themselves with the Rules, Regulations and General Information prior to participation in any festival.

A few moments doing this now may save a lot of time and confusion in the future.

GENERAL PROVISIONS

- 1. (a) The Term "Brantford Kinsmen Ribfest" as used herein shall mean the manager of Brantford Kinsmen Ribfest and/or such other person, for the time being, in charge of Brantford Kinsmen Ribfest or the conduct of the Festival.
- (b)The Term "Exhibitor" as used herein shall include all vendors, exhibitors, educational, commercial, and concessionaires.
- 2. Any word used in the singular where the context permits shall include the plural or vice versa.
- 3. Brantford Kinsmen Ribfest reserves the right to alter, amend, add to or cancel any of these rules and regulations without prior notice.
- 4. Brantford Kinsmen Ribfest reserves the right to waive compliance with any particular rule or regulation for a particular Exhibitor.
- 5. The decision of Brantford Kinsmen Ribfest on any question of interpretation of these rules and regulations or any dispute between any exhibitors shall be final, conclusive and binding on all parties.

ALLOTMENT OF SPACE

- 6. Brantford Kinsmen Ribfest reserves the right to cancel at any time any space allotment to any person, persons or corporation with or without refund, as Brantford Kinsmen Ribfest shall decide for the violation of any rule or regulation: or for any misrepresentation whatsoever either written or verbal, in any application for space allotment. All space allotment is accepted by the exhibitor subject to these conditions.
- 7. Brantford Kinsmen Ribfest may accept or reject, any application for space with or without cause. Space contracts are valid for the approved Festival only and no contract implies that the same space or amount of space will be contracted for in another year.
- 8. No exhibitor may sublet the space allotted to the Exhibitor or any portion thereof without written consent of Brantford Kinsmen Ribfest being prior obtained.
- 9. Exhibit space will be allotted only to legitimate businesses, manufactures or their duly authorized agents. Only the products or services as specified on the Vendor Contract may be sold or exhibited. No articles which are offensive by reason of their odour, sound or appearance or which are dangerous by reason of their combustible or explosive character will be accepted or admitted. If any such be admitted, they shall be removed by order of Brantford Kinsmen Ribfest.
- 10. Brantford Kinsmen Ribfest reserves the right to re-allocate all space locations as determined solely by Brantford Kinsmen Ribfest.

PAYMENT FOR SPACE

- 11. Space rental(s) fees are due and payable as noted in the Vendor Contract.
- 12. Payment of a deposit indicates acceptance of the Vendor Contract.
- 13. There are no refunds or credits provided.
- 14. In the event the space rental fees or any other charges are not paid in full by the close of the Festival, the exhibitor hereby grants to Brantford Kinsmen Ribfest the right to seize all articles, goods and equipment of the exhibitor in the said space allotted and to hold the same as a lien until payment. In the event payment is not made within thirty (30) days thereafter, Brantford Kinsmen Ribfest shall have the right to sell the said chattels, articles and equipment to satisfy its lien and costs incurred.

CONDUCT OF EXHIBITORS

- 15. All exhibits must be open to the public and in charge of a competent attendant during the hours the Festival is open.
- 16. Exhibitors must install, arrange and conduct their exhibits in the space allotted to them in a neat and orderly manner, and in such a way as not to be a menace or nuisance to other exhibitors. In default of this, the allotment may be cancelled and the exhibit ordered removed to some other locality or from the Exhibit Grounds by Brantford Kinsmen Ribfest.
- 17. Exhibitors must confine all exhibit activities to within the limits of the space allotted to them. Attendants and demonstrators are prohibited from operating in the aisles, and from extending their activities into the aisle in such a way as to be a nuisance or interference to the public or to other exhibitors unless pre-approved by Brantford Kinsmen Ribfest.
- 18. Exhibitors are responsible for making good any damage that may be caused to the Exhibitor's space or within the Exhibit Grounds, which but for the Exhibitor's use would not have occurred.
- 19. Undue noise made in the operation of exhibits, or noisy, unseemly or unethical methods employed in sales or demonstration activities will not be tolerated. All exhibitors must have an equal opportunity to conduct their own demonstrations without interference form their neighbours. The decision of what constitutes undue noise, unseemly or unethical methods shall rest with Brantford Kinsmen Ribfest, whose decision is final.

- 20. Exhibitors of machinery or other exhibits liable to cause accidents, injury or damage to persons coming in contact with them, shall guard their exhibits and protect the public from coming in contact therewith. Every such exhibitor shall indemnify Brantford Kinsmen Ribfest and/or sponsors from and against all claims and demands, costs, charges and expense which it may incur, suffer be put to by reason of any accident, for any person being inferred or suffering damage through or by reason of any such exhibit not being properly protected, or the public not being properly guarded there from.
- 21. Exhibitors using mechanical devices or apparatus of any kind which are capable of motion must regulate their operation to suitable intervals, in order that unnecessary noise may not interfere with neighbouring exhibitors.
- 22. No dangerous or illegal substances will be permitted on the Exhibit Grounds.
- 23. "Courtesy" cards, or notices of materials on loan must not be displayed unless pre-approved by Brantford Kinsmen Ribfest.
- 24. (a) All exhibits shall be kept in a clean and tidy condition.
- (b) No spray painting on the Exhibit Grounds for any purpose whatsoever. Paint touch-ups with brush on Exhibitor's property is permissible as long as proper steps are taken to prevent paint from spilling or otherwise defacing the Exhibit Grounds.
- 25. Exhibitors and contractors will not be allowed to distribute handbills or other advertisements on the Exhibit Grounds without the written consent of Brantford Kinsmen Ribfest. Advertising matter may be distributed only from within the space in which an exhibit is installed. Any exhibitor distributing (either personally or by an agent) advertising matter which may be considered objectionable shall after notification by Brantford Kinsmen Ribfest, discontinue such practice, forfeit his space and all privileges if he continues so to offend.
- 26. Exhibitors and contractors will not be allowed to conduct surveys on the Exhibit Grounds. Surveys can only be conducted within the space in which an exhibit is installed.
- 27. No alcohol shall be brought to or consumed in or on the said exhibit space: or upon or in any stand or booth erected thereon.
- 28. No lottery or draw shall be conducted, sponsored or operated in the premises or in connection with any function thereon without the express written consent of Brantford Kinsmen Ribfest first having been obtained.
- 29. (a) No food sampling shall be conducted, sponsored or operated without the written consent of Brantford Kinsmen Ribfest.
- (b) No live animals will be allowed in the Festival or as part of the display, with the exception of Seeing Eye dogs without the written consent of Brantford Kinsmen Ribfest.
- 30. The Exhibitor shall procure at his own cost and expense all provincial and municipal licenses and all permits necessary for the purpose of authorizing him to carry on business or to exhibit in the Festival.

MOVE IN AND SETUP OF EXHIBITS

- 31. Exhibitors will be granted access to the Exhibit Grounds prior to the opening of the Festival for the purpose of setting up their exhibits.
- 32. The erection of structures, decorations or exhibits shall conform to adjoining exhibits and general layout of the grounds.
- 33. Signs must not protrude into aisles or walkways. Signs must not be attached directly to trees, etc. except with written permission of Brantford Kinsmen Ribfest. Anything erected above the booth partitioning near or on a boundary line of a booth must be finished in a neat workmanlike manner on both sides so that a raw or unfinished side is not left exposed to the next exhibit. Exceptions to this regulation can only be made by special arrangements with Brantford Kinsmen Ribfest. All exhibits must be clearly signed such that the Exhibitor's business is easily identified by the public.
- 34. The use, for decorative purposes, of paper of any kind or other material that can create a fire hazard will not be permitted.
- 35. Brantford Kinsmen Ribfest shall have the right to prescribe the material to be used in the construction of booth signs, Festival cards, tablets, or like, and to regulate their dimensions and positions, and generally to direct the arrangement of articles on exhibition, as may be necessary to secure harmony and an attractive appearance, of which Brantford Kinsmen Ribfest shall be the sole judge.
- 36. No signs, fixtures, or decorative materials shall be allowed to overhang the aisles, and such signs and materials must not encroach upon neighbouring exhibits in such a way as to be a menace, interference or nuisance.
- 37. Exhibits should be in place and in complete readiness and all vehicles removed from the grounds one hour prior to Festival opening.

SALE OF GOODS & FOOD

38. All sales of general merchandise, food items and services must be as approved in writing in the Vendor Contract by Brantford Kinsmen Ribfest and the Exhibitor. The Exhibitor must acquire all appropriate municipal approvals to sell food.

SAFETY AND PROTECTION OF EXHIBITS

- 39. Any Exhibitor requiring the heating and cooking of any material or food product must use equipment and methods approved by the Fire Inspector and ESA and have an approved type of extinguisher in the exhibit.
- 40. All propane equipment and LPG storage units shall be approved and will be subject to inspection and regulations set by the local inspector for the Fuels Safety Program of MCCR (Ministry of Consumer & Commercial Relations).
- 41. Brantford Kinsmen Ribfest and/or its sponsors accepts no responsibility for the safety of materials and articles sent or brought to the Festival and all such materials and articles remain at the sole risk of the Exhibitor.
- 42. Brantford Kinsmen Ribfest and/or its sponsors shall not be liable for any loss to an exhibitor occasioned by fire, flood, accident, condition of structure, or the negligence of other exhibitors or officials, or otherwise howsoever.
- 43. Brantford Kinsmen Ribfest will not be responsible for goods or materials left on the premises at any time.

REMOVAL OF EXHIBITS FROM EXHIBIT GROUNDS

44. All exhibitor's material of any description must be removed from the Exhibit Grounds by the exhibitor or its agents, under their own supervision, at the termination of the Festival. No exhibit, nor any part thereof may be removed prior to the actual close of the Festival unless ordered by Brantford Kinsmen Ribfest. All parking lot areas must be kept free of equipment and machinery.

