



**BRANT COUNTY CANADA DAY WESTERN FESTIVAL/
PARIS AGRICULTURAL SOCIETY
PARIS FARI-GROUNDS EVENT FACILITY
PO Box 124, Paris, Ontario, Canada N3L 3E7
Phone: (519) 442-2823 Fax: (519) 442-5121
Email: info@BrantCountyWesternFest.com
Web: www.BrantCountyWesternFest.com**



VENDOR – VENUE/PRODUCER AGREEMENT ATTACHMENT TO CONTRACT OF:

TRADE/BUSINESS/NAME: _____

PRODUCT/SERVICE PROVIDED: _____

Event Date(s): June 30th to July 5th, 2010

1. Vendor(s) is hired as a service/product provider and not as an employee, and is not entitled to rights and benefits provided by the Venue/Producer to its employees. Vendor to be on site for the dates of July 2nd to July 4th, 2010 and open for business the hours of 9am to 9pm or as otherwise agreed to on Vendor Contract.
2. Vendor(s) agrees to provide at his/her cost the equipment necessary to conduct the business for which said vendor was contracted for. Power/Water will be provided by Venue/Producer when and where available as per vendor contract.
3. Vendor(s) shall have the right to sell products/services for which they were contracted by the Brant County Canada Day Western Festival, Paris Agricultural Society, Mystique Event Marketing, Rawhide Rodeo Company and National Barrel Horse Association Canada. Brant County Canada Day Western Festival policy requires a payment of fee be paid to the Venue/Producer prior to receiving access to booth space. An appropriate location will be provided by Venue/Producer. It is the Vendors responsibility to remit taxes on their portion of gross sales. It is also agreed that the Venue/Producer shall have the irrevocable right and sole discretion to determine the products that may be sold by the Vendor(s).
4. This Agreement is irrevocable and except as otherwise provided in this Agreement, failure on part of either party signing this Agreement to meet the terms of this Agreement shall make the party failing to do so liable of the amount of contract unless otherwise mutually agreed in writing by both parties.
5. Notwithstanding the foregoing, should the Venue/Producer, prior to the date of the first performance, learn that Vendor(s) failed, neglected or refused to perform any contract with another Venue/Producer for an earlier engagement, then Venue/Producer, at its option, may terminate this agreement by giving three (3) days advance notice in writing to the Vendor. It is understood and agreed that in these circumstances there shall be no claim for damages, costs or any other payment by either party to this Agreement.
6. **The Vendor(s) hereby releases the Venue/Producer from all actions, claims and demands whatsoever which the Artist(s) hereafter has or may have for any reason arising out of or in any way incidental to the performance pursuant to this Agreement, excepting any action, cause of action, claim or demand arising from this Agreement or as a result of the negligence of the Venue/Producer.**
7. **The Vendor(s) covenant and agree to indemnify and save harmless the Venue/Producer, its directors, officers, agents, servants and licensees ("the indemnities") from any and all liability, loss or damage the indemnities or some or any of them may suffer or be liable for as a result of claims, demands, costs or judgements against the indemnities or some or any of them in any way arising from or connected with the operations or activities contemplated hereunder by the Vendor(s) or its agents or servants or licensees thereof. This indemnity extends to all of the indemnities in addition to the Venue/producer for whom the Venue/producer is acting as agent for this purpose only.**

8. The Vendor(s) agrees by signing that he/she carries a minimum of \$2,000,000 (two million) dollars (CAD) in public liability insurance and must provide proof of insurance. The Vendor will be required to sign a standard waiver of liability provided by Paris Agricultural Society – Paris Fairgrounds and Vendor agrees to turn in original signed waivers to Venue/Producer prior to commencing any business on the property of the Paris Agricultural Society – Paris Fairgrounds.
9. This Agreement shall constitute the entire agreement and no other representations or conditions shall be binding upon the parties unless said representations or conditions are in writing and acknowledged by both parties.
10. This Agreement is governed by the laws of the Province of Ontario.
11. Paris Agricultural Society – Paris Fairgrounds Venue/Producer Agreement overrides all other Vendor contracts for this engagement and operates in conjunction with the signed Vendor Contract.

AGREED AND ACCEPTED THIS _____ day of _____, 201____.

Vendor(s) Signature

Printed Name

Per: _____ Signed
Paris Agricultural Society – Paris Fairgrounds
Russel J. Press – General Manager PAS
Pat Bowlby – Treasurer PAS
Brant County Canada Day Western Festival
Ted Wright – Festival Manager
Lorraine Humphrey – Vendor Manager
Joe Scully – Partnership Manager
Mystique Event Marketing
Chris McCullough – Owner
Rawhide Rodeo Company
BJ Prince – Owner
National Barrel Horse Association Canada
Joanne McEachern – National Director
Chris Blane