

Victoria Tea Festival Exhibitor Registration Regulations and Exhibitor Agreement

The Victoria Tea Festival is the property of Camosun College Child Care Services, hereinafter referred to as "event management".

PAYMENT AND CANCELLATIONS

Payment. Payment is due 30 days upon date of invoice until January 1, 2009. After 30 days, a 2% late charge will apply.

Accounts in Arrears. Accounts not settled prior to February 9, 2009 will not be allowed to exhibit.

Cancellation. Prior to Dec. 31st 2008, the Exhibitor must give 45 days written notice to withdraw from the festival. Withdrawing exhibitors will be charged a \$150 administration fee and refunded their balance. After January 1st 2009, no refunds will be issued for cancellations and full invoiced amounts will be owed regardless of participation.

EXHIBIT SPACE

Suitability. The Victoria Tea Festival is a closed consumer show designed to provide a showcase for goods and services specifically designed for or customarily used in the tea industry. The Victoria Tea Festival reserves the right to refuse rental of display space to any company whose display of goods or services is not, in the opinion of the event management, likely to be compatible with the general character and objectives of the festival.

Location. Whenever possible, space assignments will be made by the Organizing Committee in keeping with the preferences as to location, by the Exhibitor. Generally, the criteria for assignment of exhibit location is based on "first come first serve". Other considerations are: prior years' participation, deadline adherence, and exhibit configuration. Event management reserves the right to make the final determination on all space assignments in the best interest of the festival.

Subletting Space. The Exhibitor shall not assign, sublet, share or apportion whole or any part of the space allotted.

Products. The Exhibitor agrees to limit products for exhibition to those described or listed on the registration form.

DISPLAY REGULATIONS

Late installation. An exhibit space not claimed and occupied by 11am on Saturday, February 14th, 2009 may be resold or reassigned without any obligation on the part of event management for refund or compensation.

Early closure. No Exhibitor will be allowed to dismantle or repack any part of its exhibit until the close of the festival each day at 5pm (February 14th and February 15th, 2009).

Prohibited Displays. No animals, reptiles, birds, rodents, fish, insects, balloons, coffee or aromatherapy may be used as part of any exhibit.

Exhibit Obstructions. Exhibitors are not allowed to obstruct the view, occasion injury or adversely affect the displays of other exhibitors.

Exhibit Personnel. Attendants, models, and other employees must confine their activities to the contracted exhibit space.

Trespass. Exhibitor personnel and representatives may not enter the exhibit space of another exhibitor without permission from that exhibitor and at no time may anyone enter an exhibit space that is not staffed.

Dress code. Exhibit personnel should wear professional apparel at all times.

Damages. Exhibitor shall leave the exhibit areas in good condition and repair, ordinary wear and tear excepted. Any costs incurred by the festival or the Victoria Conference Centre facilities to restore the exhibit areas to its condition prior to the festival, including but not limited to removal of signs, tape and other things not removed by exhibitor shall be the responsibility of the exhibitor. The Exhibitor is responsible for all damage to any property caused by exhibitor personnel.

Food and Beverage. Alcoholic beverages may not be served within an exhibitor's exhibit space. It is the Exhibitor's responsibility to ensure Food Safe Regulations are observed in preparation, transport, and serving of all food samples. Food samples must come to the event prepared. Exhibitors are prohibited from cooking or assembling food samples within an exhibit space. No food items may be sold on site.

ADMISSION REGULATIONS

Badges. Exhibitors and their exhibit personnel will be provided with VTF registration badges. Badges must be worn at all times, including set-up and tear down. Each Exhibitor will receive 6 badges and these badges may not be given out in exchange for tickets to the event.

OPERATION AND CONDUCT

Regulation & Restriction. Event Management reserves the right to regulate and/or restrict exhibits to a reasonable noise level and to suitable methods of operation and display of materials. Harmful or noxious odors or fumes must be negligible and contained within the display. Neither the exhibit area nor other areas of the festival shall be used for any improper, immoral, illegal or objectionable purpose. If for any reason Event Management deems an exhibit and/or its contents objectionable, the exhibit shall be subject to removal at exhibitor's sole expense. This reservation includes person, things, conduct, printed matter, signs, or any item of poor character, which in the sole judgment of Event Management is detrimental to the festival. In the event such a restriction is enforced, Event Management shall not be liable for refund of exhibit space rental fees, other damages or claims or exhibit equipment rental fees.

Retail Sales. Any Exhibitor who will be selling retail will be required to comply with any and all Local, Provincial, or Federal tax regulations for retail transactions. Exhibitors are required to provide bags for items sold to festival participants.

Photography/Video/Recording. No exhibit, performance or event presented at the festival shall be photographed, videotaped, broadcast or recorded for commercial use, sale or distribution of any kind without the express written consent of Event Management. Exhibitors shall not photograph or video tape the exhibit or product of another exhibitor. Event photographers and videographers will be designated with a VTF identification badge.

Product promotions. Exhibitors may encourage or advance their own products, equipment or services. However, Exhibitors shall not unfairly criticize the products of another exhibitor.

LOGO RIGHTS

Exhibitor is not to use the Victoria Tea Festival logo without express consent from the event Management.

Exhibitor submits their logo and company information for listing on event website, event program, event signage and any media releases related to the festival.

Only the name of the exhibitor contracting for the space may appear in event promotional material. It is the responsibility of the Exhibitor to ensure event Management has the correct name of the business for marketing materials and promotional purposes.

VIOLATIONS

The exhibitor shall be bound by the rules and regulations set forth herein. Event Management shall have the power to adopt and enforce all festival rules and regulations, and their decision on these matters will be final. All matters and questions not covered by the regulations shall be subject to the final judgment and decision of Event Management. Any violation by the exhibitor of any of the terms and conditions herein shall subject exhibitor to cancellation of the Agreement to occupy exhibit space.

COMPLIANCE WITH LAWS

Exhibitor agrees to comply with and be bound by all laws of Canada, the Province of BC, and all ordinances of the city of Victoria, wherever applicable.

ACCESS CONTROL

24-hour access control (security) will be provided from the beginning of set-up to the end of tear-down. Event Management shall not be held responsible for the loss of any material by any cause, and urges the exhibitor to exercise normal precautions to discourage loss due to theft or any other cause. Event Management assumes no responsibility for goods delivered to the exhibit areas, or for materials left in the exhibit areas at any time. Exhibitors are encouraged to insure exhibit property against loss or theft.

WAIVER OF LIABILITY AND WAIVER OF SUBROGATION

Event Management shall not be responsible for any damage or injury that may happen to the exhibitor or its agents, servants, employees or property from any cause whatsoever, except the gross negligence or willful misconduct of Event Management, its servants or employees, arising out of Event Management duties and responsibilities under the agreement. Exhibitor expressly releases Event Management, its directors, officers, agents, employees and/or servants for any such loss, damage or injury.

The Victoria Tea Festival does not provide any form of insurance to cover Exhibitor activities and assumes no liability or responsibility for loss or damage by Exhibitor due to fire, theft, breakage or any other reason.

EXHIBITOR REPRESENTATIVE

The individual entering this Agreement shall be the official representative of the Exhibitor and shall have the authority to act on behalf of the Exhibitor in all matters relating to The Victoria Tea Festival.