



SUMMER EVENT APPLICATION FORM

Thank you for your interest in Okotoks MarketSquare. Please apply by filling out this application form, our Terms and Conditions and submitting via mail or email.

Email: Okotoksmarketsquare@gmail.com

Mail:

The MarketSquare Ltd.

P.O. Box 43, Okotoks, AB, T1S 1A4

If you are selected as a vendor, you will be contacted and you will have 48 hours to submit payment to confirm your space booking.

More information about events can be found at www.themarketsquare.ca/upcoming-events.

July 12 + August 2 + August 30 – 4PM to 9PM – Ethel Tucker Park, Okotoks

** Beer Gardens + Live Music + Fresh Produce + Local Vendors + Food Trucks **

We are so excited about the newest addition to the MarketSquare family - outdoor evening festivals in downtown Okotoks. These markets will be so much fun, and include a variety of local vendors, fresh produce, food trucks, live music and more!

We are currently accepting applications from local makers, businesses, performers, food trucks and breweries/wineries! Applications will be open from April 1 to 20. Successful applicants will be contacted from April 21 to 26 and will have 48 hours to submit payment to confirm their spot.

Additional Information For Vendors:

- We are accepting all kinds of applications at this time! We encourage all performers, makers, unique products, fresh produce, food trucks, breweries, etc to get in touch!
- **Vendor Pricing:** 10' x 10' Booth Area (\$75), 8' x 5' Table Area (\$60), 8' Table Rental (\$15), Food Truck (\$50)
- MarketSquare thanks ALL applicants but due to the overwhelming response to these exciting markets, we may not be able to be in contact with all who apply if we don't have a spot for you at this time. Any extra applications will be automatically put on the

waiting list for the dates they request.

- Vendors will be provided with a space only - tables can be added for an additional cost. Tents are not available for rent but can be brought by individual vendors, provided they are properly secured and stay within their assigned location
- Please note, applications are not assigned on a first-come basis. MarketSquare will accept/place vendors at their discretion to ensure the best festival experience
- There is no access to power available to vendors at this location.
- Food truck vendors must have, and provide, a copy of all AHS permits and certificates 1 week prior to event.
- Applications are open from April 1st to April 20th. Accepted applications will be contacted from April 21 to 26th.
- Once an application is accepted by MarketSquare, vendors will be given 48 hours to submit their payment to confirm/secure their placement. Failure to do so may result in the space being reallocated to another vendor.
- Please make sure you add okotoksmarketsquare@gmail.com to your safe senders list so you don't miss our email!

YOUR BUSINESS INFORMATION:

Your business name & brief description of what you sell. Please explain if your products are handmade and/or imported.	
Do you make your own products?	
Your contact information (name, phone number, email, website, etc)	
Photographs of your product, or link to website/FB page	
Are you a food vendor? If so, do you have a food handling permit?	

REGISTERING FOR EVENT(s):

<p>Events you're registering for: (please draw a circle around your options and add them together when writing your check).</p>	<p>Date</p>	<p>8' x 5' Table Area</p>	<p>10' x 10' Booth area</p>	<p>Food Truck area</p>	<p>8' Table Rental</p>
	<p>July 12</p>	<p>\$60 plus GST</p>	<p>\$75 plus GST</p>	<p>\$50 plus GST</p>	<p>\$15 plus GST</p>
	<p>August 2</p>	<p>\$60 plus GST</p>	<p>\$75 plus GST</p>	<p>\$50 plus GST</p>	<p>\$15 plus GST</p>
	<p>August 30</p>	<p>\$60 plus GST</p>	<p>\$75 plus GST</p>	<p>\$50 plus GST</p>	<p>\$15 plus GST</p>

GENERAL:

<p>Comments (please state anything else we should know)</p>	
<p>Were you referred by a friend? If yes, please write name of friend in space provided.</p>	
<p>Sign here to indicate you read and agree to the Event Terms & Conditions?</p>	

EVENT REGISTRATION Terms and Conditions

The following are the terms of the events offered by The MarketSquare Ltd. By accepting the terms of the Agreement, you are stating that you agree to be bound by all the terms without modification, conditions, or notices.

- **EVENT BOOKING CANCELLATION BY VENDOR:** Please note that all refunds or changes are administered a minimum of \$50 per event administration fee. Refunds or changes to booking thirty days prior to an event are administered a fee equivalent to 50% of event fee. There are no refunds administered less than two weeks prior to events.
- **EVENT BOOKING CANCELLATION BY THE MARKETSQUARE LTD:** You agree that if at the time of your registration there is already a vendor registered at the said event who is a representative of the same company as you, then The MarketSquare Ltd. will cancel your event booking and refund 100% of your registration fees. Similarly, if at the time of your booking it is deemed that there are too many vendors selling a product within the same category as your items, then The MarketSquare Ltd. will refund your fees. Should either of these be the case, then The MarketSquare will contact you within one week of your registration date to advise you of your refund. Furthermore, you agree that outdoor events may present a variety of weather conditions, and the events will go on whether it rains or shines. Only in

absolute extreme weather conditions would the event be cancelled, and in this case there would be no refund.

- **FEES AND SERVICES:** You agree to the said Event Fee and acknowledge that event bookings are pre-paid and non-refundable, and conditional to availability. The Service offers the rental of a space, table or booth area, depending on what is specified by you, and one 8 ft table for the specific market-style event(s) you book. The Service also includes a business license for the date of the event for all registered participants of The MarketSquare Ltd. who need a business licence. The MarketSquare Ltd. does not guarantee that the Service will be operable at all times or during any down time, including but not limited to accidents, inclement weather or equipment failures.

- **EVENT FEE REDUCTION:** You agree that the reduction rate per event applies only to those who have purchased an annual Membership from The MarketSquare Ltd., artisans and produce vendors.

- **YOUR RESPONSIBILITIES:** Event set up will start one hour prior to the event, and clean-up will commence in the hour after the event. Decoration of your table and suitable display methods will be your sole responsibility. If you booked a table area, then you will not be able to bring any additional tables or display cases that cannot stand or sit on the table provided to you by MarketSquare. If you booked a booth area, then you will be able to bring one additional table (not to exceed 8) and/or other display cases that can be positioned within your booth area. You may choose to bring one or two chairs that can be tucked behind your table or within your booth area.

- **BUSINESS, ADVERTISING AND COPYRIGHT PERMISSION:** You agree that your business/organization meets all statutory requirements for operating. Furthermore, you agree that The MarketSquare Ltd. may or may not use your business/organization's name and logo for the purposes of advertising the event. You agree that the information you provide to MarketSquare about your business/organization is yours and you have not infringed on any copyright laws.

- **PHOTOGRAPHY, VIDEO AND AUDIO RECORDING:** You agree to the photographing or recording of yourself, your business and/or your merchandise, and for The MarketSquare Ltd. to use these photographs and recordings at its sole discretion for the use of advertising, publicity, commercial or other business and/or educational purposes.

- **DISCLAIMER OR WARRANTIES:** The MarketSquare Ltd.'s organized events, website, flyers, posters and other advertising materials are provided as is. The MarketSquare Ltd. and its contractors hereby disclaim all warranties of any kind, expressed or implied, including, without limitation, the warranties of merchantability, fitness for a particular purpose, and non-infringement. Neither The MarketSquare Ltd. nor its contractors make any warranty that the service, event or website will be error free, or that access thereto will be continuous or uninterrupted. You understand that the use of The MarketSquare Ltd.'s events and advertising is at your own discretion and risk.

- **INSURANCE:** You agree that your business is insured to cover the liability of your business operation either through a commercial plan or through your home insurance plan.

- **LIMITATION OF LIABILITY:** In no event shall The MarketSquare Ltd. or its contractors of any tier be liable in contract, tort, strict liability, warranty or otherwise, for any indirect, special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product/data, loss of anticipated profits or revenue, loss of use of the equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power. The MarketSquare Ltd.'s and its contractors' total cumulative liability to you or any other party for any loss or damages resulting from any claims,

demands, or actions arising out of or relating to this agreement shall not exceed the yearly membership fee you paid for The MarketSquare Ltd.'s advertising services.

•INDEMNIFICATION You agree to indemnify, hold harmless and defend The MarketSquare Ltd., its contractors, its licensors, and their respective directions, officers, employees and agents at your expense, including attorneys fees, arising from your attending one of The MarketSquare Ltd's events, including but not limited to your violation of this Agreement and (a) any patent, copyright, trademark, trade secret, or other intellectual property or proprietary right, or (b) bodily illness and injury, death, tangible property damage and theft.

•MODIFICATIONS AND TERMINATION: The MarketSquare Ltd. reserves the right, at its sole discretion, to modify or change details of the events and/or its advertising of the events. The MarketSquare Ltd. may terminate the Service at any time for any reason without notice. If you wish to terminate an event booking, you may simply request The MarketSquare Ltd. to remove your business from the event. The MarketSquare Ltd. will not issue refund of your event fee if you choose to cancel your registration for any reason. However, although the event booking may terminate between The MarketSquare Ltd. and you, some provisions of this Agreement shall still be in effect, including, without limitation, warranty disclaimers, indemnity, limitations of liability, and proprietary rights.

•MISCELLANEOUS: The MarketSquare Ltd. shall be excused from performance hereunder to the extent that performance is prevented, delayed or obstructed by causes beyond its reasonable control.

This Agreement represents the complete EVENT REGISTRATION agreement between you and The MarketSquare Ltd. and supersedes all prior agreements and representations between the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed to the extent necessary to make it enforceable to the maximum extent possible so as to affect the intent of the parties, and the remainder of this Agreement shall continue in full force and effect. This Agreement shall be governed by the laws of the Province of Alberta and the Courts of the Province of Alberta shall have exclusive jurisdiction to determine all matters in dispute.

By signing below, you are stating that you are over eighteen years old, have read and agree to the terms of this Agreement.

Name

Business Name

Signature

Date