

LICENCE AGREEMENT/LIABILITY WAIVER

This agreement made effective the \_\_\_\_\_ day of \_\_\_\_\_ 2022, between Beeton & District Agricultural Society (“BDAS”), and \_\_\_\_\_ ( the Vendor).

The parties agree as follows:

1. The BDAS hereby licenses to the Vendor during the period of the Beeton & District Agricultural Society 2022, Fall Fair (the “Fair”), from September \_\_\_\_\_ to September \_\_\_\_\_, 2022, the space assigned to the vendor for the purpose of demonstrating, displaying, selling and providing goods and services set out in the Vendor's application.
2. The Vendor shall have its general layout for the use of its space approved by the Vendor Convener of the BDAS.
3. The Vendor shall use the licensed space in accordance with the Terms and Conditions set out in the Vendors Agreement.
4. The Vendor shall pay to the BDAS the agreed upon amount for the use of the licensed space.
5. The BDAS shall not be held liable for any damage or injury caused to the vendor, its agents, employees or to its property while on the licensed space, unless such damage or injury is caused by the negligence or willful misconduct of BDAS, its agents, employees, directors or members.
6. The Vendor agrees and assumes full responsibility to indemnify the BDAS from any and all loss suffered by any member of the public by reason of negligence or willful misconduct on the part of the Vendor, its agents or employees while on the fair grounds.
7. The Vendor acknowledges that it is one of many Vendors and agrees to reasonably co-operate with the other vendors and not to interfere with them or create any nuisance to them, the BDAS or the people attending the Fair. Any dispute among vendors shall be settled by the Convener of the Vendors, a director of the BDAS or a nominee.
8. The Vendor shall not assign or sublet any part of the licensed space without the BDAS prior written consent.
9. This agreement, the Vendor Agreement and Vendor Application constitutes the entire agreement between the parties relating to its subject matter.
10. This agreement shall be governed and interpreted in accordance with the law of the Province of Ontario.

AGREED TO BY: \_\_\_\_\_

DATE: \_\_\_\_\_