EXHIBITOR AGREEMENT, TERMS, CONDITIONS & WAIVER

for the 2027 Heritage Festival of Saskatoon on Sunday, February 7, 2027

By registering for the 2027 Heritage Festival of Saskatoon, on behalf of my organization or group and all associated personnel, employees, contractors, and volunteers, I agree to the following terms and conditions. I acknowledge that these terms are designed to help keep the event safe, successful, and enjoyable for everyone, and to support the efforts of the organizers and the Heritage Festival of Saskatoon Inc.

1. Definitions

- Event: Refers to the Heritage Festival of Saskatoon.
- Exhibitor: Refers to any individual, group, non-profit, business, or entity participating in the Heritage Festival of Saskatoon as an authorized exhibitor.
- Released Parties: For the purposes of this agreement, "Released Parties" shall collectively refer to the Heritage Festival of Saskatoon Inc., its officers, directors, employees, members, agents, workers, volunteers, sponsors, partners, representatives, successors, and all other individuals or entities associated with the organization and execution of the Heritage Festival of Saskatoon.

2. Event Overview

- Event Name: Heritage Festival of Saskatoon, Festival Day at the WDM
- Date: Sunday, February 7th, 2027
- Event Time: 12:00 PM - 5:00 PM
- Load-in: Begins at 9:15 AM
- Take-down: Begins at 5:00 PM

3. Registration and Payment Details

- Registration is on a first-come basis. Space is limited, and once full, applications may be turned away.
- Exhibitors will not be allowed to participate without BOTH: completed Exhibitor registration information (as found on the 2027 Heritage Festival of Saskatoon Google Form), and payment. Payment guarantees your spot and order of registration.
- Registration is not complete until payment has been received. Due to planning requirements, payment and registration MUST BE RECEIVED BY January 22, 2027. No payment, no membership, no booth. NO EXCEPTIONS!
- No refunds after registration documents are processed. All fees paid are non-refundable, including in cases of an Exhibitor's withdrawal or inability to attend, or due to event cancellation or modification, except as otherwise required by law. The event is "Rain, Snow or Shine."

4. Setup, Operations, and Tear Down

Schedule & Timing:

- Exhibitors shall visit the Registration Table in the lobby to sign in and receive exhibit location.
- Set up begins at 9:15 AM. Exhibitors must be fully set up in their assigned spot and ready to receive visitors no later than 11:30 AM.

- Exhibitors agree to remain fully set up and operating until 5:00 PM, for the duration of the entire festival.
- Take down of exhibits begins at 5:00 PM. All exhibit items are to be off site by 7:00 PM.
- Exhibitors agree to respect the setup, event, and take down times.

Equipment & Space:

- One standard 8' table and up to four chairs are provided per Exhibitor space.
- Special requests for more than one table and/or additional floor space (for pop-ups or display items beyond the one table and chairs provided) will be at the sole discretion of the Heritage Festival, and ONLY if there is adequate floor space to do so (to a maximum of 2 tables).
- Access to an electrical outlet and WiFi connection provided if indicated on the registration form. Exhibitors are responsible for bringing any extension cords (to reach the outlet) and/or additional lighting that they may need.
- If space for your banner(s) to the side of your exhibit has been requested, this will be considered as much as possible in the site layout. It is possible, however, that there is not adequate room for your banner(s) to the side, and banner(s) may need to be positioned to the back instead.
- The Exhibitor's assigned location and participation is at the sole discretion of the Heritage Festival of Saskatoon and event management.
- Exhibitors are responsible for all necessary preparations for operating inside the venue, including protection of exhibit items and ensuring their own personal comfort accounting for internal climate variations, noise, and other facility conditions.

5. Sales and Restrictions

- Exhibitors must obtain prior approval from the Heritage Festival board for sales of all items. The primary goal of the Heritage Festival of Saskatoon is to celebrate heritage, which includes providing a venue for exhibitors to share information and raise awareness about their organizations.
- The Heritage Festival of Saskatoon Inc. and event organizers reserve the right to remove or prohibit any items from being sold or displayed at any time, at their sole discretion. This applies even if the item was previously described in the registration, should the organizers deem it inappropriate or unsafe on the day of the event.
- Exhibitors retain all proceeds from their own sales.
- Exhibitors selling raffle tickets or any other ticket fundraising efforts (events, admissions, memberships, etc.) are responsible to have the necessary licenses in place; the Heritage Festival of Saskatoon assumes no responsibility for this.
- No sale of alcohol, chemicals, weapons, fireworks, or illegal items permitted. NO handing out any food items, including candy, at booths.
- No subleasing, reselling, or sharing of space without written approval. No amplified sound, disruptive behavior, aggressive solicitation, or harassment is allowed. No smoking, drinking, or possession of alcohol or illegal substances onsite.

6. Museum Artifact Protection and Rules

- Use of the vehicles to hold or store your material is NOT permitted. Vehicles on Main Street in Boomtown are Museum artifacts. Do not touch or temporarily place any material (coats, papers, exhibit items) on the vehicles. Do not shine lighting on the vehicles/artifacts.
- To protect and care for Museum artifacts, there is no food or drink (except water in sealed containers) allowed in the Museum Galleries and Auto Gallery. Food and drink are only allowed in Saskatchewan Hall, McLeod Hall, in the front lobby, cafeteria, and also the Volunteer Lounge on the balcony.
- Because the public is not permitted to bring water into the Museum Galleries, please drink your water from a sealed container inconspicuously while at your exhibit and take careful care with it—spilled water presents a hazard to the Museum artifacts.

7. Conduct and Inclusivity

- Exhibitors shall strive to create a positive and inclusive community experience. Exhibitors agree to help create a welcoming and safe environment for everyone, regardless of race, gender, age, ability, religion, sexual orientation, or background.
- Neither exhibitors, nor anyone representing their group, shall engage in any form of hateful language, harassment, or discrimination anywhere in the museum, including non-public facing areas.
- Exhibitors will treat all participants, staff, and visitors with respect and courtesy at all times.

8. Safety and Security

- First Responders will be on site from 9:00 AM – 5:00 PM. If anyone is in need of First Aid or First Responder services, please alert the Admissions Desk in the Lobby at 306-931-1910. IN CASE OF EMERGENCY CALL 911.
- Heritage Festival of Saskatoon Volunteers are identifiable by their VOLUNTEER name tags. The Heritage Festival of Saskatoon, its workers, representatives, partners, and volunteers, are not responsible for any lost, damaged, or stolen equipment and/or merchandise.
- Exhibitors are responsible for the security of their display items, cash box and merchandise (where applicable), and all other booth and personal items.

9. Clean-up

- Exhibitors agree to set up within their assigned space and maintain a clean, professional area at all times.
- Exhibitors will tidy up, pick up all garbage, and leave the area in the condition it was before arrival. Clean up all garbage and dispose of it in the garbage bins provided in the museum. Do not leave garbage or other items anywhere in the museum.
- The Heritage Festival of Saskatoon reserves the right to charge Exhibitors for repair or cleanup costs if the site or artifacts are damaged or left in an unclean state due to the Exhibitor's actions or negligence.

10. Compliance & Exhibitor Responsibilities

- Exhibitors are responsible for adhering to all federal, provincial, and municipal regulations, including, but not limited to, taxes, insurance, business licensing, and health/safety certificates.
- Exhibitors must obtain all necessary permits, licenses, inspections, and certificates for the sale of their items, including any health and safety labeling. Copies must be provided if requested.
- Exhibitors are solely responsible for obtaining and maintaining their own Commercial General Liability insurance and property coverage to protect against losses, injuries, or claims arising from their participation. The Heritage Festival of Saskatoon Inc. does not require submission of proof of insurance;

however, the Exhibitor acknowledges that the Festival maintains no insurance coverage regarding the Exhibitor's property, operations, staff, or volunteers. The Exhibitor assumes full financial responsibility for any accidents, injuries, or losses that occur at their booth or as a result of their operations, regardless of whether they hold valid insurance.

11. Organizer's Rights and Enforcement

- Exhibitors agree to follow the terms of this agreement and direction of the Heritage Festival of Saskatoon at all times.
- The Heritage Festival of Saskatoon reserves the right to remove, ban, or restrict any exhibitor, and terminate their participation without refund, for violation of these terms, event rules, or any applicable government regulations.
- The Heritage Festival of Saskatoon Inc. and event organizers reserve the right to reject any application for any reason and refund payments.

12. Event Changes, Cancellations, and Liability

The Heritage Festival of Saskatoon Inc. and event organizers reserve the right to cancel, postpone, curtail, modify, or stop the event at any time without liability for damages or refunds if such action is due to causes beyond their reasonable control, including but not limited to:

- Extreme Weather Conditions: Conditions where travel is deemed unsafe or roads are impassable due to blizzards, freezing rain, or other severe weather events that compromise the safety of Exhibitors, attendees, or staff.
- Facility Closure: The Western Development Museum (WDM) or other hosting facility closing due to extreme weather, safety concerns, staffing shortages, or any other reason affecting the venue's operation.
- Emergencies: Public health, security, or other emergencies that jeopardize the event's safety or feasibility.

The Heritage Festival of Saskatoon Inc. and event organizers have no obligation to refund any payments in cases of event cancellation or modification, except as otherwise required by law.

13. Assumption of Risk, Release of Liability, and Indemnification

Released Parties: For the purposes of this section, "Released Parties" refers to the Heritage Festival of Saskatoon Inc., its officers, directors, members, administrators, sponsors, partners, employees, agents, security, volunteers, representatives, and successors.

Assumption of Risk:
By participating, I acknowledge and voluntarily assume all risks associated with the event, including but not limited to:

- Environmental and facility conditions (e.g., floor conditions, crowding, indoor temperature fluctuations, limited lighting, or potential exposure to noise, dust, or other indoor elements).
- The possibility of event cancellation, postponement, curtailment, modification, or stopping due to facility emergencies, mechanical failures, health or security concerns, or other causes beyond our reasonable control.
- Personal injury, illness, or death, including those resulting from slips, trips, falls, or handling of equipment and displays.
- Loss, theft, or damage to my property, including cash, merchandise, equipment, and personal belongings, regardless of cause (including facility conditions, failure of utilities, or actions of third parties).

- The inherent risks associated with setting up, operating, and tearing down displays and equipment within a public facility.

Release of Liability:
In consideration of being granted permission to participate as an Exhibitor in the Heritage Festival of Saskatoon, I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf:

- Release, waive, and hold harmless the Released Parties from any and all claims, demands, actions, or liabilities for any loss, injury, damage, or expense I may suffer, whether arising from negligence or otherwise, except as prohibited by law.
- Covenant not to sue the Released Parties, for myself, my heirs, executors, administrators, or any others who may claim on my behalf.
- Waive the right to pursue any form of legal action or compensation related to these risks, including claims for lost sales, adverse weather impacts, or cancellation or modification of the event.
- This release applies regardless of whether such claims arise from the negligence of the Released Parties or otherwise.

Indemnification:
I agree to indemnify, defend, and hold harmless the Heritage Festival of Saskatoon Inc. and the Released Parties from any and all liability, loss, claims, demands, costs, and expenses, including reasonable legal fees, due to any personal injury, illness, loss of life, property damage, or any other kind of damage whatsoever arising from my participation as an Exhibitor in the Heritage Festival of Saskatoon. I specifically acknowledge that this duty to indemnify applies to:

- Any act or omission by me or my employees, volunteers, agents, or representatives.
- Any breach of these terms and conditions by me or my representatives.
- Any injury to persons or damage to property caused by me or my representatives.
- Any violation of laws, regulations, or third-party rights by me or my representatives.
- Any claim, lawsuit, or demand for compensation brought against the Released Parties by any of my employees, volunteers, contractors, or agents regarding injury, illness, or loss they sustain during the event.

14. Limitation of Liability

I acknowledge that under no circumstance shall the Heritage Festival of Saskatoon or event organizers (including the Released Parties) be liable to me or any other person or entity for special, incidental, consequential, punitive, exemplary, or indirect damages, including but not limited to, loss of goodwill or business profits, work stoppage, data loss, equipment failure or malfunction, or any other commercial damages or loss that may arise from my participation in the event. Every exhibitor experience is different, and outcomes are not guaranteed.

The total liability of the Heritage Festival of Saskatoon Inc. and event organizers to any exhibitor for any and all claims arising out of or in connection with these terms and conditions or the event shall not exceed the total amount of fees paid by the exhibitor for participation in the event.

15. Media Consent

- In consideration of being granted permission to participate in the Heritage Festival of Saskatoon, I grant the Heritage Festival of Saskatoon Inc. and its authorized representatives the irrevocable, perpetual, worldwide, and royalty-free right and license to capture and use my image, voice, and likeness, as well as

images and audio/visual representations of my booth, merchandise, and any individuals associated with my booth.

- This includes the right to reproduce, display, distribute, publish, and create derivative works from such captured materials for any purpose, including promotional, marketing, and archival uses, in any media now known or hereafter developed, without further compensation or notification.
- Photographs will be taken at the event. Registration for the Heritage Festival of Saskatoon provides agreement that those images can be used for future festival promotion.

16. Miscellaneous Clauses

- **16.1 Governing Law and Jurisdiction:** This Agreement shall be governed by, and construed, interpreted, and enforced in accordance with, the laws in force in the Province of Saskatchewan and the federal laws of Canada applicable therein, without regard to conflicts of law principles. The parties irrevocably submit to the exclusive jurisdiction of the Courts of the Province of Saskatchewan with respect to any dispute arising under this Agreement.
- **16.2 Non-Waiver of Rights:** The failure of the Heritage Festival of Saskatoon or event organizers to enforce any provision of these terms and conditions shall not be construed as a waiver of such provision or the right to enforce such provision at a later time. No waiver of any term or condition shall be deemed a further or continuing waiver of such term or condition or any other term or condition.
- **16.3 Severability:** If any part or provision of these terms and conditions is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

17. Acceptance of Terms and Authority to Bind

By completing the registration process and/or participating in the Heritage Festival of Saskatoon, I acknowledge that I have read, understood, and voluntarily agree to be bound by all the terms and conditions set forth in this document on behalf of the Exhibitor organization/group and all associated personnel, employees, contractors, and volunteers. I further represent and warrant that I have the authority to sign this agreement on behalf of the Exhibitor (group/entity) and that I have communicated the risks and terms of this agreement to all personnel, employees, and volunteers associated with my booth.

By checking "Yes, I Agree," you affirm that you have read and understood the entire Heritage Festival Exhibitor Agreement above, including all terms, conditions, insurance requirements, and the Assumption of Risk, Release of Liability, and Indemnification clauses (Sections 13-17). You affirm you are signing on behalf of yourself and are authorized to bind your organization and all associated personnel, employees, contractors, and volunteers to this agreement.