



CQA/ACC - QUILT CANADA 2023 MERCHANT MALL  
VENDOR AGREEMENT (Terms and Conditions)

**PART 1: GENERAL INFORMATION**

**1.1 Location:**

Halifax Convention Centre – 1650 Argyle Street, Halifax, NS B3J 0E6

**1.2 Hours of Operation**

**Setup Hours:**

Wednesday, June 7, 2023 8:00 AM to 8.00pm

(Exact move-in time will be given to vendors approx. 2 weeks before the show and must be strictly adhered to and the move completely executed within the time allotted).

**Merchant Mall Hours:**

- Thursday, June 8, 2023 9:30 am – 6:00 pm
- Friday, June 9, 2023 9:30 am- 6:00 pm
- Saturday, June 10, 2023 9:30 am – 4:00 pm

All booths must have the vendor or their designate present in the booth during the set Merchant Mall hours of operation.

**Restocking:**

Thursday, June 8; Friday, June 9 & Saturday, June 10 - 8.30am – 9.30am

**Take Down Hours:**

Saturday, June 10 - 4:01 PM to 9:00 PM

All booths must be fully functional during all stated hours and no partial takedowns permitted before the close of the event.

## **PART 2: AUTHORITY**

### **2.1 On site Supervision**

The CQA/ACC Executive Director, or their designate(s), is charged with complete responsibility and full authority to enforce all the provisions of these terms & conditions for the benefit and safety of all concerned. Any exception or deviation from these regulations may be made only with the CQA/ACC Executive Director's authorization.

### **2.2 Waiver**

No consent to any variation in any term or condition of this agreement/contract shall be valid unless it is made in writing, agreed to by both parties, and appended to the agreement/contract.

### **2.3 Notice**

Any notice by either party to the other shall be in writing and shall be deemed duly given, if delivered personally; by electronic mail with a confirmation of receipt requested; or by registered mail addressed to the Executive Director; or to the vendor at the address given in the rental agreement.

## **PART 3: BOOTH SPACE**

### **3.1 Booth location**

The Executive Director or designate reserves the right to allocate booth locations. Assignments will be made based on several factors including but not limited to: sponsorship; the date of receipt of the signed contract and \$500 deposit; and vendor preferences to the extent possible. Booth allocations cannot be made until all booth fees have been paid in full. Please note that our sponsors do enjoy preferential booth allocations. If you wish to be a sponsor of Quilt Canada 2023, you are most welcome to contact the CQA/ACC Executive Director at [executivedirector@canadianquilteradministration.com](mailto:executivedirector@canadianquilteradministration.com). This will also give you more advertising and promotion opportunities for your business.

### **3.2 Booth size/contents/use conditions**

Each booth will be a standard 10' x 10' configuration with 8' high pipe and drape on the back and side walls. Vendors purchasing multiple booths will have an open booth unit unless dividers within the space are specifically requested. Vendors are not permitted to use pins on the drapes. Vendors must bring S hooks and cord, chain or fishing line if they wish to hang items for display.

Each 10x10 booth includes 1 skirted 6' table and 1 chair. Any alteration to this configuration will incur a prepaid additional charge.

**3.3 Additional Furnishings or Services:** Carpeting and additional furnishings are not supplied in the booth with the rental fee. Carpet is not mandatory. Vendors may bring their own booth furniture. Information for ordering additional furniture supplies will be provided when the Supplier contracts are

in place. It is the responsibility of the Vendor to contact the applicable Supplier and place orders as well as make payment for additional furniture and other requirements directly with the Supplier. Please be sure to read the pricing and ordering deadline dates which will be provided later.

**3.4 Electrical Supply and Internet** to the booths is not provided by CQA/ACC. Information regarding the ordering of these requirements will be provided when the Supplier contracts are in place. It is the responsibility of the Vendor to contact the supplier to place orders. Please consult the information sheet for pricing and ordering deadline dates. Direct all queries/issues before or “day of” to the supplier.

Note: CQA/ACC bears no responsibility for additional furnishings or services and will not act as an arbitrator if the vendor has issues with the Supplier.

### **3.5 Rental Rates/Payment requirements**

The rental rate per standard 10' x 10' booth is \$1,150 + HST. The rental rate per corner is \$250 + HST (maximum # of corners is 2). A non-refundable deposit of \$500 + HST is due within 7 days of receipt of the online application. An invoice will be sent electronically to the email address and contact listed on the application within 14 days of completing the application and paying the deposit.

**Early Bird Booth Rental Discount:** A discount of 5% off the cost of the booth rental will be applied if the application and the full payment for the booth rental is made by October 31, 2022. The early bird discount does not apply to corners.

If your business is a sponsor at Quilt Canada 2023 and your sponsorship level benefit includes a booth rental discount for the sponsorship, then the early-bird booth rental discount will not be applied to your booth rental costs

If not taking advantage of the early bird special discount, **full payment is required by Feb. 28, 2023 or deposit will be forfeited and booth space will be released to wait-list vendors.**

Once invoiced, payment can be made by credit card, cheque or e-transfer. Payment information will be included with the invoice.

### **3.6 Cancellation Policy**

Requests to cancel booths must be received in writing (email).

Until February 28, 2023, a full refund of rental fees less the non-refundable deposit of \$500 + tax.

After February 28, 2023 vendors who cancel their rental booth space will forfeit their full payment. If the space can be rented to another vendor for the event, the vendor who cancels will receive a refund of their paid rental fee less \$600 + HST (\$100 administration fee and the \$500 deposit).

### **3.7 Force Majeure**

The performance of this Agreement is subject to termination without liability upon the occurrence of any circumstance beyond the control of either party – such as acts of God, war, acts of terrorism, government regulations, government health orders, disaster, strikes, civil disorder, or curtailment of transportation facilities – to the extent that such circumstance makes it illegal or impossible for CQA/ACC to hold Quilt Canada 2023 at the Halifax Convention Centre. The ability to terminate this Agreement without liability pursuant to this paragraph is conditioned upon delivery of written notice to

the other party setting forth the basis for such termination as soon as reasonably practical - but in no event longer than ten (10) days - after learning of such basis. In addition, the following will apply with specific respect to the COVID-19 outbreak characterized as a pandemic by the World Health Organization on March 11, 2020: If (1) the Public Health Agency of Canada or Nova Scotia or the country(ies), state(s) or province(s) from which a majority of event attendees are traveling, issues a regulation, advisory, notice, or warning (collectively, a "Notice") advising travelers to avoid travel to Halifax, NS, avoid gatherings of the size contemplated by this Agreement, or to shelter in place/stay at home as a result of the COVID-19 pandemic, and such Notice covers the Event dates, and (2) as a direct result of such Notice, the vendor wishes to modify its Agreement with CQA/ACC, the vendor will notify CQA/ACC as soon as reasonably practicable, but in any event at least 14 days before Wednesday, June 7, 2023. Upon CQA/ACC's receipt of the vendor's notice, CQA/ACC and the vendor will commence good faith discussions regarding potential amendments to this Agreement, which may include, by way of example, rebooking the event (with any deposits on file being applied to the rebooked event) or the CQA/ACC and the Vendor may, as a matter of final resort, mutually agree to terminate the Agreement without liability if they agree that no suitable alternatives exist and termination is in the best interest of both parties. If CQA/ACC and Vendor cannot reach an agreement to amend or terminate the Agreement within 14 days of the date CQA/ACC receives the Vendor's notice, or such other time as mutually agreed by the parties, and Vendor is not permitted to terminate without liability under 3.4 above, the Agreement will remain in full force and effect. This paragraph will become null and void upon the World Health Organization's declaration that the COVID-19 pandemic has ended. Termination of the Agreement in accordance with this Force Majeure section will be without liability. For purposes of this Agreement, "without liability" means that, except as set forth in the next sentence, no money damages will be due by the terminating party to the other party as a result of the termination. Notwithstanding the foregoing, Vendor agrees that, if Vendor terminates the Agreement in accordance with this Force Majeure section within 7 days of the June 7, 2023, Vendor will be liable for any expenses CQA/ACC has already incurred in preparation for the Event.

### **3.8 Set Up/Tear Down**

Please Refer to Hours of Operation 1.2

The CQA/ACC Executive Director or designate and assistants will coordinate offloading requirements and schedule prior to arrival. Neither vendors nor merchandise may enter the mall area outside of these hours on setup day unless expressly permitted by CQA/ACC Executive Director or their designate.

No display may be dismantled before 4:01 on Saturday June 10, 2023. The CQA/ACC designate will provide a departure time schedule at the loading dock. All exhibit merchandise and material must be removed from the mall area by 9:00 PM June 10, 2023.

The vendor shall, on termination of this lease agreement, surrender the premises to the lessor in the same state and condition in which it was leased, clean and free of signs, displays and debris.

### **3.9 Use of Exhibit Space**

All demonstrations and sales activities must be confined to the limits of the assigned booth space. No vendor shall assign, sublet or apportion the whole or any part of the space allocated them without the prior knowledge and written consent of CQA/ACC.



### **3.10 Vendor Courtesy**

If the operation of any equipment or apparatus is found to be annoying to neighboring vendors or guests, it will be necessary to discontinue such operations. Sound and visual aids must be operated in a manner that does not inconvenience other vendors. CQA/ACC reserves the right to prohibit the use of any equipment that contravenes these regulations.

## **PART 4: LIABILITY, PROTECTION, AND INSURANCE**

### **4.1 Insurance**

VENDORS MUST PROVIDE THEIR OWN INSURANCE COVERAGE, including Liability Insurance and provide CQA/ACC with a Certificate of insurance confirming coverage no later than March 31, 2023. The Certificate of insurance shall confirm:

- a) Commercial General Liability insurance with a minimum limit of \$5,000,000 covering all operations that will be undertaken at the event by the vendor.
- b) Name Canadian Quilters' Association as Certificate Holder and Additional Insured.
- c) Provide 30-days Notice with respect to any material change or cancellation of coverage provided.
- d) Contain cross liability and severability of interest clauses.

CQA/ACC will not be responsible for loss and /or damage to any exhibits, merchandise, personnel or other properties while such are on the Halifax Convention Centre property. Vendors shall assume full responsibility for any and all damage caused by their representatives and agree to indemnify and save harmless the CQA/ACC, International Centre and their personnel from any and all claims for such loss, damage, injury, no matter how caused.

### **4.2 Protection of Vendor Property**

CQA/ACC, the Halifax Convention Centre and their personnel will not be responsible for the safety of exhibits or merchandise against robbery, damage by fire, accident or other cause. In all cases, VENDORS MUST PROVIDE THEIR OWN INSURANCE COVERAGE. Please provide the name and policy # of your insurance company by 31st March 2023 ensuring that you have adequate liability insurance coverage. The exhibit space is secured after closing each day. Security of the exhibit during display hours is the vendor's responsibility.

### **4.3 Protection of Building, Property and Display Features**

Vendors will be held responsible for any and all damage done or caused to be done to the building, its property and/or display features, by them, their agents or their employees. No nails, tacks, screws, glue, tape or other fasteners shall be driven into the walls or floors of the mall area. No pins may be attached to the drapes.

#### **4.4 Insurance**

The vendor shall not do or permit anything to be done in or about the leased space which will affect the fire risk or increase the rate of fire or other insurance on the building, or which will in any way invalidate or conflict with fire insurance policies covering the building. Should the rate of any type of insurance on the building be increased by reason of violation of the agreement by the vendor, in addition to all other remedies, may pay the amount of such increase and the amount so paid shall become payable by the vendor as additional rent on demand. In all cases, vendors must insure their own exhibits/merchandise.

#### **Part 5: ADVANCE MATERIAL HANDLING/DRAYAGE SERVICES OF VENDOR FREIGHT**

Arrangements for advanced shipping to the site will be arranged and communicated after the Supplier contracts are in place. Arrangements for acceptance of advance shipments must be requested and expressly permitted by the CQA/ACC Executive Director or their designate prior to shipping. Such shipments may be subject to additional charges.