



September 8 – 16th, 2012

www.wines.cowichan.net

Tel: 250.743-4100 Fax 250-746-7801

Participation Agreement

Company Name: _____

Company Contact: _____

Mailing Address: _____

Event Address: _____

Phone Number _____ FaxNumber: _____

E - Mail _____ Website: _____

- Your business will be listed on the Cowichan Wineries and Cowichan Wine & Culinary Festival website throughout the year.
- Your festival location and festival activities will be listed under the Wine & Culinary Festival tab on the website and will be printed and distributed as the 'schedule of events' for the festival
- Your business and activities will be in the media kit for promotion leading up to the festival

Winery Based Festival Participants will:

- Hold a special 'Festival specific' activity featuring wine tastings, food, entertainment, exhibitors etc. at your location on the weekend of September 15 & 16, 2012.

Non Winery Based Participants will:

- Hold a special 'Festival specific' activity featuring local wine & food at your location any time during the week of September 8 - 14, 2012 or evenings September 15 & 16, 2012

All Participants will:

- Provide the CW&CF Committee with some preliminary information about your activities ASAP with updates as details develop for the website with full activity information provided no later than June 15th, 2012.

Wineries & Culinary Businesses \$450 + HST \$54 = \$504

Accommodations & Tour Operators \$100 + HST \$12 = \$112

Full payment is due by APRIL 15th, 2012

Payment Methods: Cheque _____ (payable to: Economic Development Cowichan)

Credit Card (V/MC) _____ Expiry Date: ____/____ Security Code: _____

Name on Card: _____ Signature: _____

CHECKLIST - To fully register make sure you've completed the following;

- Participation Agreement completed**
- Payment info included or attached**
- Terms and Conditions document signed**
- Proof of Insurance included (or to be provided no less than 10 days prior to Festival)**



TERMS & CONDITIONS 2012

1. Define Terms: Cowichan Wine & Culinary Festival (CW&CF) is scheduled to be held on September 8 - 16, 2012 in the Cowichan Region. The Festival is hosted by the CW&CF Committee as the Festival Organizer. "Festival Organizer" means, collectively, officers, members, representatives and volunteers associated with the CW&CF. "Festival Participant" means, collectively, the company or person that applied for participation and agreed to abide by the terms herein. This includes the company's officers, shareholders, employees, contractors, agents, representatives, volunteers and/or invitees, as applicable.

2. Contract Acceptance: The Participation Agreement shall become binding and effective when it has been completed and received along with the signed Terms and Conditions document and participation fee.

3. Assumption of Risks; Releases: Festival Participant expressly assumes all risks resulting from or arising in connection with their participation with the event, including all risks of theft, loss, harm, damage or injury to any person (including death), property, business or profits of Festival Participant, caused by negligence, intentional act, accident, or otherwise.

4. Indemnification: Festival Participant shall hold harmless, defend and indemnify Festival Organizer and its officers, and agents from and against any and all claims, losses, causes of action, judgments, damages, and expenses including, but not limited to attorney's fees because of bodily injury, sickness, disease or death, or injury to or destruction of tangible property or any other injury or damage resulting from or arising out of (a) performance or breach of this contract by Festival Participant, or (b) any act, error, or omission on the part of the Festival Participant or its agents, employees, guests, invitees, or subcontractors except where such claims, losses, causes of action, judgments, damages and expenses result solely from the negligent acts or omissions of willful misconduct of Festival Organizers its officers or agents.

5. Limitation of Liability: Under no circumstances shall Festival Organizer be liable for any lost profits or any incidental, special, indirect, punitive or consequential damages whatsoever for any of their acts or omissions, whether or not appraised of the possibility of any such lost profits or damages. In no event shall Festival Organizer's maximum liability under any circumstance exceed the amount actually paid to festival Organizers by Festival Participant for participation pursuant to this contract. Organizer makes no representations or warranties, express or implied, regarding the number of persons who will attend the Festival or regarding any other matters. Festival Participants shall be responsible to insure its property against damage, loss and theft.

6. Qualifications of Festival Participant: Festival Organizers reserve the right to refuse, restrict, or remove any Participant from the Festival, which in its sole discretion, believes is objectionable or inappropriate for the Festival.

7. Cancellation: This event is scheduled to be held rain or shine. If Festival Participant desires to cancel this contract, they may only do so by giving notice in writing to the Festival Committee no later than July 1, 2012. Reimbursement of fees will be made at the discretion of the committee and dependant upon marketing value already received. Festival Organizers reserve the right to cancel the Festival due to circumstances beyond any reasonable control and with no obligation to reimburse fees.

8. No Show Policy: If Festival Participant, through circumstances beyond control, is delayed in their set-up or withdraws from participation, Festival Participant must notify CW&CF Committee. No refunds will be made should there be a delay in set-up or withdrawal from the Festival.

9. Care of Festival and Festival Sponsor Materials: Festival Participant shall promptly pay for any and all damages to Festival Organizers or associated sponsors and partner materials or the property of others caused by Festival Participant.

10. Insurance: Festival Participant shall, at its own expense, secure and maintain comprehensive general liability insurance with limits not less than \$1,000,000. The Cowichan Wine & Culinary Festival shall be named as an additional insured on the General Liability insurance policy.

11. Governing Law: This agreement and all addenda thereto shall be interpreted and construed in accordance with the laws of the Province of British Columbia and the Country of Canada, without application of any principles of choices of laws. In all cases, if any portion of this agreement is declared invalid, the remaining portions of this agreement shall still be in effect.

12. Observance of Laws: Festival Participant shall abide by and observe all federal, provincial and local laws, codes, ordinances, rules and regulations, and all rules and regulations of CW&CF without limiting the foregoing Act.

13. Taxes and Licenses: Festival Participant shall be solely responsible for obtaining any licenses, permits or approvals under federal, provincial or local laws applicable to its activities at the CW&CF. Festival Participant shall be solely responsible for obtaining any necessary tax identification numbers and permits and for paying all taxes, license fees, use

fees, royalties or other fees, charges, levies or penalties that become due to any governmental authority in connection with its activities at the CW&CF.

14. Incorporation of Rules and Regulations: Any and all matters pertaining to the CW&CF and not specifically covered by the terms and conditions of this contract shall be subject to determination by CW&CF Committee in its sole discretion. The Festival may adopt rules or regulations from time-to-time governing such matters and may amend or revoke them at any time, upon notice to Festival Participants. Any rules and regulations are an integral part of this contract and are incorporated herein by reference. Festival Participant shall observe and abide by additional regulations made by Festival Organizers as soon as these additional rules or regulations are communicated to Festival Participant.

15. Media and Advertising: All Festival media promotions will be directed to, approved by and distributed through the CW&CF Committee. No Festival activities or events will be promoted directly to the media by Festival Participants.

16. Right to Publish: The Participant acknowledges that the CF&CF Committee shall at all times be entitled to publish, print, display or distribute the promotional materials submitted by participants (or a portion thereof) for use in advertisement, in print, in media or on the Internet, as they deem necessary for pro-motional purposes. The CF&CF Committee will not be held responsible for the usage of any submitted materials (image(s), artwork etc) for which proper authorizations were not obtained.

17. Privacy Statement: The CF&CF Committee will not share your personal information with others.

18. Listing and Promotional Materials: Organizers shall not be liable for any errors in any listing or descriptions or for omitting Festival Participant from any program or other lists or materials.

19. Entire Agreement: This contract including the Participants Agreement and any additional rules or regulations adopted by CW&CF represents the entire agreement between CW&CF Organizers and Festival Participants relating to the CW&CF and supersedes any prior written or oral understandings, agreements or representations by or between Festival Organizers and Festival Participant relating to this event.

I have read, understand and agree to the terms and conditions of this agreement.

Participant Signature: X _____ Date: _____