



## Vendor Terms

### DEFINITIONS

For the purposes of these terms:

- **“BrickCan”** refers to the BrickCan Foundation
- **“Event”** refers to the BrickCan 2024 LEGO Fan Convention and Public Exhibition which is to be held April 18-21, 2024 at the River Rock
- **“Vendor”** refers to the the company, any other business entity, or person that applies for vending space rental at the Event

### 1. VENDOR SPACES

- a) Table space will only be confirmed once BrickCan has received your completed Vendor Agreement and payment. Our Vendor Coordinator will contact you to confirm your table space allocation.
- b) Any special needs or space requirements must be communicated prior to payment and cannot be guaranteed.
- c) Tables are 8ft by 30in in size and supplied with skirting.
- d) Floor plan layout and allocation to be communicated approximately 2 weeks to one month before the event. Note that these are approximations only, and are subject to change.
- e) Signage must not be affixed to the walls of the exhibition areas.
- f) Any power requirements must be communicated in advance prior to March 15, 2024.

### 2. CANCELLATION AND TERMINATION

- a) Vendor shall have the right to cancel this agreement or downsize by notice delivered to BrickCan via email. Cancellation requests must be received prior to March 15, 2024. After such date the payment is non-refundable.
- b) If Vendor violates or breaches any other terms or conditions of this agreement, all payments made by Vendor and all amounts due to BrickCan shall be deemed earned by BrickCan and all payments received shall be non-refundable and non-transferable. In the event of any violation or breach of the terms and conditions of this agreement, BrickCan shall have the right to immediately occupy the space of the violating and/or breaching Vendor and utilize it in any manner as BrickCan deems appropriate, including, but not limited to, re-allocating its use to another vendor or other use. Vendor shall not be entitled to any

offset or mitigation of the amount due under this agreement as a result of the use of or payment for the space by another vendor in the Event.

c) Each covenant by Vendor contained herein is material and of the essence of this license agreement and violation of any term or condition hereof by Vendor shall be a default of the entire agreement entitling BrickCan to immediately and without notice revoke the privileges granted to Vendor and take possession of the space of the defaulting Vendor. Any such revocation of the agreement granted herein shall be without prejudice to BrickCan to make any claim for damages or enforcement of the payment of any amounts due pursuant to the terms hereof.

### **3. FORCE MAJEURE**

In the event that (i) the facility in which the Event is to be held or is held is destroyed or becomes unavailable for occupancy or (ii) BrickCan is unable to permit Vendor to occupy the facility or the space, or (iii) if the Event is canceled or curtailed, for any reasons beyond the control of BrickCan, including but not limited to, casualty, explosion, fire, lightning, flood, weather, epidemic, earthquake or other Acts of God, acts of public enemies, riots or civil disturbances, strike, lockout or boycott, BrickCan will not be responsible for any loss of business, loss of profits, consequential or special damages or expenses of whatever nature that Vendor may suffer including table rentals.

### **4. MISCELLANEOUS**

a) Waiver by BrickCan of any breach of any term or provision of this agreement by Vendor shall not be deemed a waiver of any subsequent breach of the same or any other provision hereof.

b) No alterations or variations of the terms of this agreement shall be valid unless made in writing and signed by each of the parties hereto.

c) This agreement shall be governed by and construed in accordance with the laws of British Columbia, Canada.

d) BrickCan is not responsible for any errors or omissions in the Event guide/program.

### **5. VENDOR COVENANTS**

a) Vendor agrees to (i) obey all laws, by-laws, ordinances and regulations governing use of the facility and operation of the Event, (ii) abide by the rules and regulations of the city, fire and police departments and of any other government or regulatory body having authority to regulate the facility and the Event, and (iii) obey all laws, including those pertaining to health and safety, consumer protection and protection of visitors to the Event.

b) Vendor agrees to abide by all rules and regulations governing the Event established from time to time by BrickCan.

c) Vendor agrees to observe, to the extent applicable, all union contracts and labour relations agreements in force (i) between BrickCan and contractors providing services to the facility, and (ii) governing companies operating in the facility in which the Event is taking place.

d) Vendor agrees to obtain, at its own expense, any licenses or permits which are required for the operation of its trade or business during the term of the Event and to pay all taxes, including all applicable sales taxes, of any nature or kind that may be levied against it as a result of the operation of its trade or business in its contracted space.

e) Vendor agrees not to conduct or be associated with any promotional contests held at or in connection with the Event unless (i) Vendor satisfies BrickCan that the Contest is being operated in accordance with applicable law; and (ii) the prior written consent of BrickCan is obtained.

f) The playing, performing, reproduction, broadcasting or other use at the Event of any music, materials, devices, processes and dramatic rights that is the subject of any third party copyright, trademark, industrial design, patent or any other intellectual property right, by Vendor or its agents, representatives or employees is prohibited without the express written consent of BrickCan. Vendor agrees to indemnify and save harmless BrickCan and the facility (and their respective officers, directors, employees, insurers, agents, representatives and those for whom Vendor is responsible in law) against any and all claims, losses, liabilities and damages (including legal fees and expenses) costs and charges arising from or as a result of any unauthorized use of any Work by Vendor, its agents, representatives, employees and those for whom Vendor is responsible in law.

g) Vendor agrees to occupy the contracted exhibit space during Event hours and to sell, promote or advertise only the products and services described on Vendor Agreement form.

h) Vendor agrees that no display will be dismantled or goods removed during the term of the Event, but will remain intact until the end of the final closing hour on the last Event day. Vendor also agrees to remove its display and equipment from the Event site by the final move-out day/time, and in the event of a failure to do so, or failure to return the allocated space to the same condition as at the move-in date, Vendor agrees to pay for any additional costs and expenses incurred by BrickCan.

i) Vendor must be present and operational for all scheduled public Event hours.

## **6. BRICKCAN RIGHTS**

a) BrickCan reserves the right, in its sole and unfettered discretion to: (i) determine the eligibility of Vendors and exhibits for the Event, (ii) reject or prohibit exhibits or Vendors which BrickCan considers objectionable, inappropriate, disruptive or offensive to BrickCan, other Vendors or Event attendees; (iii) change or modify the layout of the Event and/or relocate exhibits or Vendors; (iv) cancel, in whole or in part, the Event due to an event of force majeure; or (v) change the date, location and duration of the Event; without any liability to BrickCan.

b) BrickCan shall have the right to establish and amend or modify any regulations governing use of the facility and the Event.

## **7. ASSIGNMENT AND SUBLETTING**

Vendor shall not assign any rights or sublet space under this agreement without the prior written permission of BrickCan, which permission may be withheld in BrickCan's sole discretion.

## **8. INDEMNIFICATION**

Vendor agrees to indemnify and hold harmless BrickCan and the facility, the respective officers, directors, agents, representatives and employees, against all claims, losses, liability, damages (including legal fees and expenses), costs and charges of every kind resulting from (i) its occupancy of the exhibit space and/or its environs, (ii) the use of equipment or devices furnished to or used by Vendor or other persons in connection with the Event, and (iii) personal injuries, death, property damages or any other damage sustained by Vendor, BrickCan, the facility, Event sponsors or a visitor to the Event and their respective directors, officers, agents, representatives and employees or those for whom Vendor is responsible in law.

## **9. LIABILITY AND INSURANCE**

a) Vendor shall obtain and maintain at its own expense a comprehensive general liability and all risk property insurance policy acceptable to BrickCan for the period commencing on the first move-in date and

terminating on the move-out date. The policy shall name BrickCan as additional insured and insure Vendor against all claims of any kind arising from or in any way connected with Vendor's presence or operations at the Event. The policy shall provide coverage of at least \$1,000,000 for each separate occurrence. At the request of BrickCan, Vendor shall provide BrickCan with a copy of such policy.

b) Vendor is responsible to insure its own exhibit, personnel, display and materials from any damage or loss through theft, fire, accident or other cause and accepts all risks associated with the use of the exhibit space and its environs. Vendor shall not make any claim or demand or take any legal action, whatsoever, against BrickCan, the Event sponsors or the facility in which the Event is held, for any loss, damage or injury howsoever caused, to Vendor, its officers, directors, agents, representatives, and employees or their respective property.

c) Neither BrickCan nor the facility will assume liability for loss or damage, through any cause, of equipment, products, goods, exhibits or other materials owned, rented or leased by Vendor.

## **10. FILMING**

Filming may be in progress at the event. By exhibiting in this event, you agree to allow for your image to appear in our videotaping and photography for any and all commercial purposes.