



**OFFICE ADDRESS:**  
481A Church Street

**MAILING ADDRESS:**  
CWV BIA  
Box 69 - 552 Church Street  
Toronto, Ontario  
M4Y 2E3

**Sunday, August 16, 2009  
12:00 Noon to 10:00 PM**

**On Church Street  
Between Gloucester St. and Alexander St.**

1. Person or Organization completing this application signature below is referred to as the exhibitor.
2. The Church Street Fetish Fair, its committees, and the Church Wellesley Village Business Improvement Area are referred to as the CWV BIA.
3. CWV BIA agrees that upon its acceptance of the completed application submitted by the Exhibitor, along with full payment for booth space rental, as set forth in this application: that it shall allocate a booth space location for use by the Exhibitor on stated and publicized date according to the terms and conditions of this agreement.
4. SET-UP: Exhibitor will not be allowed to enter the fair grounds until 9:00 am or until authorized to do so.
5. Exhibitor understands that no vehicles will be allowed in or on the fair grounds during events public hours of operation. Vehicles will only be granted access after 8:30 pm and only from Gloucester Street. Exhibitor spaces will be closed at 8:00 pm.
6. TEARDOWN: Exhibitor understands that no disassembly of booth space is to take place during public hours of operation. Space is to be left free and clear of debris and materials no later than 9:00 pm. The table and chairs provided by CSFF are to be folded and stacked on departure
7. Exhibitor shall ensure that all items for the duration of the Fair be contained within the booth area allocated. No items shall be constructed outside of the booth space without prior approval.
8. Exhibitor understands this application is for space each with one table and two chairs only. Exhibitor will provide anything else needed. Generators of any kind are not permitted.
9. Exhibitor will not sell or give away any other products other than the ones listed in the exhibitor agreement. Violation of this rule will result in the immediate closure of the exhibitors' booth without refund or recourse.
10. Exhibitor agrees to indemnify, hold harmless, and defend CWV BIA from all liability resulting from loss, damage, or injury to persons or property in any manner arising out of or incident to their performance of this agreement, whether or not resulting from the negligence of Exhibitor or its agents.
11. It is understood and agreed that in the event that the fair is canceled or cannot take place because of the inability to secure permits up to 30 days prior to the event, participation fees will be returned.
12. Except for weather, natural disasters, acts of GOD or other reasons beyond our control, the event will not be canceled less than 30 days prior to the scheduled date. If the fair is canceled for reasons beyond CWV BIA control, Exhibitor shall not be entitled to any refunds or for any other damages. These reasons could include but are not limited to earthquake, floods, fire or riots.
13. If the event is canceled for any of the aforementioned reasons, participation fees will not be returned and CWV BIA will not be held liable to the Exhibitor for failure of the event to take place.
14. CWV BIA reserves the right to refuse any Exhibitor's participation in the fair at any time prior to the fair for any reason. Acceptance of payment does not constitute acceptance of application. Any exhibitor rejected at the CWV BIA's discretion will receive a full refund no sooner than August 31, 2009.
15. Prior to July 31, 2009 refund requests must be made in writing to the BIA and are subject to a \$50.00 cancellation fee. No refunds will be given for any request after August 1, 2009.

It is hereby agreed that the undersigned Exhibitor shall accept the above conditions as well as accept sole responsibility for any and all acts including "acts of God," which occur within the rented space. BIA shall bear no responsibility for any and all losses, including, but not limited to, consequential loss, general damage, or punitive and exemplary damages, sustained, or caused by the participant(s), its agents, or employees. Notice is hereby given that BIA shall not provide insurance coverage, other than that which is provided by the city of Toronto.

**I HAVE READ THIS AGREEMENT AND I UNDERSTAND THAT BY AFFIXING MY SIGNATURE BELOW, THAT I ACKNOWLEDGE AND WILL ADHERE TO ALL OF THE TERMS OF THIS AGREEMENT.**

**Applicant (business name here):** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Print Name:** \_\_\_\_\_

**Date:** \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
DD MM YYYY

Make cheques for payment payable to: **CWV BIA**  
Mail applications and payments to:  
**CWV BIA**  
**Box 69 – 552 Church St**  
**Toronto, ON M4Y 2E3**

**BE SURE TO RETAIN A COPY OF THIS FOR YOUR RECORDS!**