

2022 Calgary New & Used Ski Sale

VENDOR GUIDELINES, APPLICATION AND CONTRACT

P.O. Box 476, Station M
Calgary, AB T2P 2J1

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The Calgary New & Used Ski Sale (CNUSS) is the largest ski sale in Canada, with proceeds benefitting the Calgary Ski Club, the Lake Louise Athletic Development Association, and the Canadian Ski Patrol - Calgary Zone. The event has been running for close to six decades and is completely volunteer run.

The three-day sale sees a diverse mix of ready-to-spend attendees from Calgary and area, spending in excess of \$1.3 million on ski and snowboard-related gear from shop and public consigners, along with services and goods from booths. In 2019, more than 17,000 items with an aggregate value of approximately \$2 million were consigned, and about 75% of products were sold. Sales events planned for 2020 and 2021 could not be held due to COVID-19.

Why Rent a Booth?

- Calgary New & Used Ski Sale sees more than 10,000 visitors over the three-day period, with steady attendance growth over the past five sales.
- New this year – extended hours, additional cash tills and an expanded marketing strategy!
- Our patrons come to buy, not window shop. The average expenditure per attendee is \$135.

A booth at CNUSS gives your organization the best opportunity to meet these highly motivated purchasers and promote your ski area, ski school, or other programs. The sale consistently receives positive reviews from our legacy booth renters. Many, including several of the largest resorts in western Canada, attend year after year.

Important Information

Dates & Times – Friday, October 21 – 5:00 p.m. – 10:00 p.m.
Saturday, October 22 – 10:00 a.m. – 6:00 p.m.
Sunday, October 23 – 10:00 a.m. – 4:00 p.m.

Location – Max Bell Centre, 1001 Barlow Trail SE (Memorial Drive and Barlow Trail SE)

Booth – CNUSS supplies one table with skirting and chairs for the duration of the show. A single power outlet will be provided to each booth and wireless internet is available (please notify if needed when booking). Exhibitors are responsible for providing their own power bars and/or extension cords for their booths. Exhibitors must contain all signage and displays to within their designated booth space. If you would like to use space outside your designated booth, please make your request at the time of booking. Additional banner advertising space is available around the arena, for a fee.

Eligibility – Booths that advertise winter sport-related items, ski and snowboard resorts, or fellow non-profit organizations will be accepted. Vendors shall not include items that are in direct competition with the Calgary New & Used Ski Sale. Food or beverage sales are not permitted.

Cost - \$1,500 plus GST. Please include your cheque, money order, or e-transfer for **\$1,575.00 CAD** along with your signed application form and waiver. Applications and payment must be received no later than **October 1**.

Note: A \$50 handling fee will be applied to all returned payments.

Please note that booth spaces are available on a first-come, first-served basis and fill quickly.

Please fill in all information, sign the Vendor Agreement, and return to the Ski Sale Treasurer **before October 1**. Booths are not considered reserved until all paperwork and payments have been received and processed.

Applications and accompanying payments must be sent to:

Attention: Treasurer
The Calgary New & Used Ski Sale
P.O. Box 476, Station M
Calgary, AB T2P 2J1

or via email to treasurer@skisale.ca

Payments should be made payable to: **The Calgary New & Used Ski Sale**

Calgary New & Used Ski Sale Vendor Agreement

This agreement (the "Agreement") is for booth space at the Calgary New & Used Ski Sale (the "Event"), managed by the Calgary Ski Club, the Lake Louise Athletic Development Association and the Canadian Ski Patrol-Calgary Zone (the "Committee") to be held **October 21, 2020 through October 23, 2022**.

AGREEMENT: This Agreement, properly completed and executed by Vendor, upon written acceptance by the Committee, shall constitute a valid and binding contract between the parties. In its sole discretion, the Committee may render interpretations and establish further regulations as deemed necessary in the interest of the general success of the Event. Vendor shall be bound by all conditions, rules and regulations stated herein or otherwise established by the Committee.

TERM: The Agreement shall be effective on the date it is approved by the Committee. This agreement shall be in effect only during the dates designated for the Event. Neither party shall be obligated to extend or review this agreement beyond such dates.

ASSIGNMENT AND USE OF SPACE: In the sole discretion of the Committee, Vendor may be assigned space ("Location") for the event. The Committee reserves the right to assign Locations. In assigning Locations, the order in which Vendors submit properly completed and executed Applications and Fees, and whether Vendors meet other standards, may be considered. Submitting an Agreement does not ensure access to a Location for the event. Exhibitors must meet quality standards and exhibit categories.

Subject to the terms and conditions set forth herein, for the term set forth above, the Committee grants and Vendor accepts a non-transferable licence for the Locations for the Vendor's use including the non-transferable right to sell/display the Products. Vendor may not grant sub-licenses without the Committee's prior written approval.

Exhibit space must be neat and clean at all times, and within the space assigned by the committee. Nothing shall be posted on, tacked, nailed, screwed, or otherwise attached to exhibit columns, walls, floor, or any other area outside the assigned space without prior written permission from the Committee.

CONDUCTING BUSINESS: Vendor agrees to use the Location and conduct its business in an orderly and lawful manner and abide by all rules and regulations prescribed by the Committee. Retail sales by Vendors shall be of items directly related to the ski and snowboard industry but shall not include items that are in direct competition with the Calgary New & Used Ski Sale.

Cleaning of exhibit space shall be the responsibility of the Vendor. Fire-proofed booth display materials required, and a Flame-Resistance Certificate must be provided upon request. Fabric material shall meet the requirements of CAN/ULC S-109M "Standards for Flame Tests of Flame Resistance Fabrics and Films" for all tents used in connection with public events.

INSTALLATION AND DISMANTLING: Installation must be complete by **5:00 p.m. Friday** and dismantling must be complete by **5:00 p.m. Sunday**, no exceptions. Vendor is responsible for all garbage and removal of all items. Any Location not occupied, by the completion of installation of displays within the specific requirements, will be reassigned at the sole discretion of the Committee. The Committee may retain all or part of any deposit or fee paid for an unoccupied Location.

STAFFING: Vendor will keep Vendor's exhibit open and staffed adequately at all times during the Event.

INSPECTION: Authorized representatives of the Committee showing proper credentials shall have access to the Location for reasonable inspection purposes at any time. In the sole judgment of the Committee, if a Vendor possesses or sells any improper materials, or engages in improper or unlawful conduct at the Event, the Committee will give Vendor notice to cease and desist such activity. If Vendor does not promptly comply, the Committee, at its option, and without further notice, may immediately terminate this Agreement and revoke the rights granted Vendor hereunder.

PAYMENT: The fee for the Event must accompany this contract and be received by the Committee no later than October 1, 2022.

CANCELLATION: Vendor must deliver a written cancellation notice at least **14 days** prior to the Event in order to receive a full refund of any fee paid.

The Committee is not liable for the non-delivery of the Location if non-delivery is due to any of the following causes: If the Location is damaged or destroyed by fire, act of God, public enemy, war or insurrections, strikes, the authority of the law, or any other causes beyond the Committee's control. If the Committee is unable to hold the Event for any of the reasons stated in this paragraph, the Committee will reimburse Vendor for fees paid to the Committee for the Event.

LIABILITY, INSURANCE AND INDEMNIFICATION: Vendor acknowledges that it is an independent contractor and not an agent, servant, employee, co-venturer or representative of the Committee. Neither of the parties is authorized to contract any debt, liability, or obligation for, or on behalf of, the other party.

Vendor accepts full responsibility for all liability or damages to persons or property arising out of Vendor's use and occupancy of the Location, including without limitation the sale or promotion of the Products, and the Committee assumes no responsibility for damages that might occur to Vendor, its employees, agents, customers, licenses, or the property of any such persons by reason of such use, occupancy, or sales.

Vendor further agrees to indemnify and hold harmless the Event, and the Committee and their respective officers, directors, agents, and employees from any and all damages or claims in excess of or not covered by the insurance required under the terms of this Agreement, which are caused directly or indirectly by the use or occupancy of the Location by Vendor or by the sale or promotion of the Products, including without limitation, injuries or damages to persons or property sustained by the public, Vendor's employees or agents, other vendors, concessionaires, or Event participants. Vendor further agrees to defend the Event and Committee from any and all such damages or claims with acceptable counsel. Vendor acknowledges that it is an independent contractor and not an agent, servant, employee, co-venturer or representative of the Committee. Neither of the parties is authorized to contract any debt, liability, or obligation for, or on behalf of, the other party.

TAXES, LICENCES AND PERMITS: Sales and other taxes, when applicable, are the responsibility of the vendor. Vendor will obtain all licences and permits that are or may be required by any public authority for the sale or display of the products.

AVAILABLE SERVICE: On behalf of the Vendors, the Committee has designated off exposition contractors or Event volunteers to provide booth decorations, tables, chairs, wireless internet, and electricity. The Committee assumes no responsibility or liability for any of the services performed or materials delivered by the foregoing contractors or Ski Sale volunteers.

DEFAULT: If Vendor is in default under any provisions of the Agreement or fails to adhere to the standards or supervisory directions established by the Committee, the Committee shall notify Vendor of such default or failure and Vendor shall promptly remedy such default or failure. The parties agree that certain defaults or emergencies may require immediate action. In the event that Vendor does not promptly remedy such condition, the Committee may terminate this agreement, expel Vendor from the Location, and re-license the Location to another party without further obligation to the Committee, provided that Vendor complies with the terms hereof regarding vacation of the Location.

In the event the Committee, through a default of its own, is in default of any provision of this agreement or fails to meet with representations made herein, the Vendor shall notify the Committee of such default or failure, and the Committee shall have a reasonable time to remedy such default or failure. In the event the Committee does not remedy such conditions within reasonable time, Vendor may terminate this agreement and vacate the Location without further obligation to the Committee, provided that Vendor complies with terms hereof regarding vacation of the Location.

If the provisions hereof are declared or adjusted by court of competent jurisdiction to be legal, invalid, or unenforceable, it shall be deemed deleted here from without impairing the legality, validity, or enforceability of the remaining provisions hereof.

This agreement represents the entire agreement between the Committee and the Vendor. No promises, covenants, representations, or warranties of any kind, other than those expressly set forth herein, have been made to induce either party to enter this agreement. This agreement is personal to the parties and is not assignable, transferable, or renewable by Vendor, without prior written consent of the Committee.

This Agreement remains subject to acceptance and execution by the Committee.

Company ("Vendor") _____

Authorized Representative _____

Company Address _____

City _____ Province/State _____ Postal/Zip Code _____

Telephone _____ Fax _____ Mobile _____

Email Address _____

Please list and describe in reasonable detail all exhibits, materials, and/products ("Products") to be displayed/sold at the event.

Additional arrangements or requests (internet, electricity, etc.)

SIGNED AND DATED at the City of Calgary, in the Province of Alberta, this ____ day of _____, 20__.

Print name of Vendor Representative

Signature