

VENDOR SPACE LICENSE AGREEMENT effective the ____ day of _____, 20____

BETWEEN:

THE WAVE PLACEMAKING

a federal not-for-profit corporation, with an office in Halifax, Province of Nova Scotia

("The Wave")

OF THE FIRST PART

- and -

(Please Print Name)

("the Licensee")

OF THE SECOND PART

WHEREAS The Wave is the organizer of Taste Asia - Asian Food and Culture Festival (the "Event"), which will be held at Halifax Waterfront, located at Halifax, which is more particularly described in Schedule "A" (the "Property").

AND WHEREAS The Wave has agreed to authorize the Licensee to use the designated vendor space (the "Site") within the Event area outlined on the plan annexed hereto as Schedule "B" for the purpose of selling goods and/or services as outlined in Article 1 below, and subject to terms and conditions contained in this Vendor Space License Agreement (the "Agreement") and the Standard Terms and Conditions attached hereto as Appendix "A".

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1 LICENSE

1.1 The Wave hereby grants to the Licensee a licence to use the Site within the Taste Asia - Asian Food and Culture Festival for the purpose of operating a vendor booth and for no other use or purpose. The Wave hereby grants to the Licensee either a "Non-Food

Vendor Licence” or a “Food Vendor Licence”, but not both, subject to the applicable terms and conditions of this Agreement.

1.2 The Licensee shall elect to be receive either a Non-Food Vendor License or a Food Vendor License, but not both, under this Agreement. All fees, terms, conditions, rules and regulations applicable to the Licensee’s selected license shall apply as set out in this Agreement.

1.3 For the purposes of this Agreement, a “Non-Food Vendor License” means a license to use the Site within the Event for the Licensee’s selected duration to sell non-food related products. Licensees holding a Non-Food Vendor Licence are prohibited from selling any food or food-related products at the Event. A “Food Vendor License” means a license to use the Site within the Event for the Licensee’s selected duration to sell food or food-related products.

1.4 The Licensee acknowledges and agrees that The Wave is licensing the use of the vendor space on an “as is” basis without representation or warranty of any nature or kind whatsoever in connection therewith.

2 CONTRACT DOCUMENTS

2.1 The following documents are incorporated by reference and form part of this Agreement:

Appendix “A” (Standard Terms and Conditions);
Schedule “A” (the Property);
Schedule “B” (the Vendor Space);
Schedule “C” (Sales Report Template); and
Schedule “D” (Vendor Booth Schematics).

3 LICENCE FEE – NON-FOOD VENDORS

3.1 This Section 3 shall only apply to a Licensee who elects to receive a Non-Food Vendor License.

3.2 The Licensee shall pay to The Wave a licence fee (the “Non-Food License Fee”) of either:

- a) \$400.00 for a four-day license (plus applicable taxes); or
- b) \$1,100.00 for a four-day license (plus applicable taxes).

Payment of the Non-Food License Fee includes use of the Site, one regular outdoor table, and one regular outdoor chair. Electricity plugs may be purchased for an additional \$50 each (plus applicable taxes). Up to 3 plugs may be purchased per Site.

3.3 The Licensee shall pay 50% of the applicable Non-Food License Fee (the "Non-Food Deposit") and report the number of electricity plugs they will need for the Event to The Wave by _____. Failure to do so may result in loss of the use the Site or any requested electricity plugs.

3.4 In the event the Licensee wishes to voluntarily withdraw from the event, the Licensee may receive a full refund of all monies paid if they withdraw before _____. If the Licensee withdraws sometime after _____ but before _____, the Licensee is entitled to a 50% refund of all monies paid. No refunds shall be given out for voluntary withdrawal by the Licensee after _____.

4 LICENSE FEE – FOOD VENDORS

4.1 This Section 4 shall only apply to a Licensee who elects to receive a Food Vendor License.

4.2 The Licensee shall pay to The Wave a license fee of \$1,700.00 plus applicable taxes (the "Food Licence Fee"). Payment of the Food License Fee includes use of the Site, one tent (10 ft x 10 ft with 3 walls), access to one electricity plug, one regular outdoor table, and one regular outdoor chair. Additional electricity plugs may be purchased for an additional \$50 each (plus applicable taxes). Up to 3 plugs may be used per Site.

4.3 The Licensee shall pay \$1000 as a security deposit (the "Security Deposit") to The Wave by _____. The Security Deposit shall be payable by cash, cheque, or such other method acceptable to The Wave. The Security Deposit shall be repaid to the Licensee in full within 3-5 business days following the conclusion of the Event, provided that the Licensee fulfilled all obligations under this Agreement and did not violate any rule, regulation, term or condition contained herein.

4.4. The Licensee shall pay 50% of the Food Licence Fee and report the number of electricity plugs they will need for the Event to The Wave by _____. Failure to do so may result in loss of the use the Site or additional electricity plugs.

4.5 Licensees holding a Food Vendor License shall be duly registered with the Nova Scotia Department of Environment and Climate Change for a temporary event vendor permit. Licensees may apply for such permit themselves at their own expense and

without any liability to The Wave. Alternatively, Licensees may pay \$100.00 to The Wave to apply for such permit on the Licensee's behalf. The Wave assumes no responsibility for any refusal by the Nova Scotia Department of Environment and Climate Change to grant the permit for any reason and for any damages or losses therefrom.

4.6 In the event the Licensee wishes to voluntarily withdraw from the event, the Licensee may receive a full refund of all monies paid if they withdraw before _____. If the Licensee withdraws sometime after _____ but before _____, the Licensee is entitled to a 50% refund of all monies paid. No refunds shall be given out for voluntary withdrawal by the Licensee after _____.

4.7 Gross Sales reports shall be provided to The Wave on the Tuesday immediately following the week in which the Gross Sales were recorded. The Wave's sales reporting template, attached herein as Schedule "C" – Sales Report Template, must be used for reporting of Gross Sales each week.

"Gross Sales" means the sum of the actual selling price of all goods and services sold, whether wholesale or retail, and whether for cash credit, exchange, or any other form of consideration, the charges for all services rendered, and the receipts and receivables from all other business conducted on or from the Site by the Licensee, any concessionaire, or other person conducting business or from the Site.

4.8 The Licensee agrees that The Wave has the right to review the Licensee's financial statements to verify Gross Sales, and for such purpose, the Licensee shall provide access and shall reasonably cooperate with The Wave.

5 EVENT REGULATIONS

5.1 This Section 5 applies to the Licensee holding either a Non-Food Vendor License or a Food Vendor License, unless otherwise stated herein.

5.2 If the Licensee misses or otherwise does not show up to the Event, the Wave may terminate the Licensee's license and, additionally, the Licensee shall pay \$200 per day in liquidated damages for each day of the Event the Licensee did not show up. Such liquidated damages shall be paid out of and deducted from the Non-Food Deposit or the Security Deposit, as the case may be.

5.3 All Licensees holding a Food Vendor License shall attend a vendor pre-check for food safety work as mandated by the Nova Scotia Department of Environment and Climate Change. If such Licensee is late arriving or otherwise does not report to the

mandatory vendor pre-check, The Wave may terminate the Licensee's license and, additionally, the Licensee shall pay \$200 in liquidated damages to The Wave. Such liquidated damages shall be paid out of and deducted from the Security Deposit.

5.4 Notwithstanding anything contained in this Agreement, in the event the Nova Scotia Department of Environment and Climate Change determines that the Licensee has failed their food safety vendor pre-check, The Wave assumes no responsibility or liability for any damages or losses of any kind arising therefrom.

5.5 The Licensee shall operate their business in the Site for the entire agreed upon duration of the Event. All Licensees holding a Food Vendor License shall operate and offer their food products during all hours of operation for the Event.

5.6. Subject to the standard terms and conditions forming part of this Agreement, all licensees must hold valid commercial liability insurance prior to executing this Agreement and throughout the duration of the Event.

5.7 Subject to the standard terms and conditions forming part of this Agreement, The Wave assumes no liability or responsibility whatsoever for damages, loss of business income, or any other damages of any kind, for electrical issues or issues related to the use of electrical plugs, including, but not limited to, electricity deficits if the number of electrical plugs reserved by the business was not enough, or for any food issues or issues related the use of any refrigeration facilities.

5.8 Licensees holding a Non-Food Vendor License shall not sell any food or food-related products. Those Licensees holding a Non-Food Vendor License that sell food or food-related products shall pay \$300 in liquidated damages to The Wave. Such liquidated damages shall be paid out of and deducted from the Non-Food Deposit. The Wave reserves the right to terminate the license of any Licensee holding a Non-Food Vendor License that sell food or food-related products.

5.9 The Licensee acknowledges and agrees that Wi-Fi or internet services will not be provided by The Wave and that the Licensee is responsible for their own internet connection needs.

5.10 The Licensee shall be responsible for their own waste management. If The Wave determines that the Licensee is responsible for damage to the tents, chalets, or any electricity equipment, or that the Licensee has failed to clean out and remove any garbage from the Site, the Licensee shall pay \$500 in liquidated damages to The Wave. Such liquidated damages shall be paid out of and deducted from the Non-Food Deposit or the Security Deposit, as the case may be. The Wave reserves the right to terminate

the license of any Licensee who causes damage to equipment or fails to clean out and remove waste in accordance with this Section.

5.11 The Licensee acknowledges and agrees that they are required to bring their own garbage and recycling bins for their own waste and recycling. Bins provided at the Event are for use by customers only.

5.12 In the event of inclement weather or other event outside of The Wave's control, The Wave shall give the Licensee as much notice as reasonably practicable in the circumstances respecting any decision to postpone or cancel the Event.

5.13 The Licensee and The Wave agree that any reference to liquidated damages in this Agreement are a reasonable estimate of the damages or losses to be suffered by The Wave as a consequence of the Licensee's failure to perform their obligations as set out in this Agreement and are not a penalty. The Licensee further agrees that The Wave is not required to undertake a formal accounting for the amounts of liquidated damages as set out herein.

[Signature Page Follows]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first noted above.

THE WAVE PLACEMAKING

Per: _____
Name:
Title:

The Licensee has agreed to receive the following license, under the terms and conditions contained in this Agreement:

- ☐ Non-Food Vendor License
- ☐ Food Vendor License

Licensees agreeing to a Food Vendor License, or a Non-Food Vendor License shall operate their business at the Event for 4 days.

The Licensee acknowledges that, by selecting the license type and, in the case of a Non-Food Vendor License, license duration, and by signing below, they understand and agree to abide by the terms and conditions as set out in this Agreement applicable thereto.

Licensee Signature: _____

Licensee Name: _____

APPENDIX "A"

TERMS AND CONDITIONS

1. Definitions. The term "**Food Week Event**" means the Off the Eaten Path - Halifax Asian Food Festival held annually in Halifax, Nova Scotia and the term "**Carnival**" means the Asian Food Carnival held annually at the Halifax waterfront Chalets operated by Develop Nova Scotia (the "**Venue**"). The term "**Event**" refers to both the Food Week Event and the Carnival. The term "**Organizer**" means The Wave Projects Consulting. The term "**Participant**" means the addressee of the attached invoice (the "**Invoice**").
2. Acceptance and Agreement. These terms and conditions (this "**Agreement**"), constitute a valid and binding agreement between Organizer and Participant for Participant to take part in the Food Week Event and the Carnival, as applicable. In the event of any conflict between these Terms and Conditions and any terms inserted by Participant, these Terms and Conditions shall govern. Organizer reserves the right to accept or refuse, in its sole discretion, any application for participation in the Event or any part thereof. In the absence of Organizer acceptance, Organizer incurs no obligations hereunder. A Participant who has not participated in a prior event held by Organizer similar to that of the Event may be required to submit a description of the nature of its business and the items intended to be exhibited separate from and in addition to the information noted on the Invoice.
3. Payment. All of Organizer's obligations hereunder are conditional on receipt by Organizer of payment of the fee noted on the Invoice (the "**Event Fee**"). Participant's ability to participate in the Carnival are conditional on receipt by the Organizer of all fees for the Carnival as shown on the Invoice (the "**Carnival Fees**").
4. Food Week Services. On acceptance of this Agreement by Organizer and following payment by Participant of the Event Fee, Organizer will provide to Participant the services noted on the Invoice (the "**Event Services**") in connection with the hosting by Organizer of the Food Week Event. Except for those Event Services that require Organizer or its subcontractors to physically attend at Participant's premises, the Event Services will be delivered remotely via social media, internet, or televisions or radio broadcast. Organizer will consult with Participant on the format and content of the Event Services but reserves the right to design, write, or modify the Event Services in Organizer's sole discretion.
5. Carnival. If Participant has indicated to Organizer its interest in participating in the Carnival, Participant understands that Organizer may approve or deny Participant for a chalet at the Carnival ("**Chalet**") in its sole discretion notwithstanding that Participant may have delivered a complete application. Upon approval, Organizer will attempt to place Participant in a Chalet. Participant acknowledges that there are a limited number of Chalets and that Participant may not be selected to participate in the Carnival. In the event that Participant has paid any Carnival Fees but is not accepted to participate in the Carnival, all Carnival Fees paid will be refunded to participant. Chalets will be allocated on a first come, first served basis.

Organizer shall have full discretion whether and where to place Participant at a Chalet and reserves the right to move locations of Participants who have been assigned a Chalet, from time to time prior to the commencement of the Carnival for any reason. Organizer shall not be liable for errors in acceptance of application or allocation of space.

6. Terms of Use for Chalet. Participant shall not assign, sublease, sublicense or otherwise grant rights to a third party for use of the Chalet without the prior written consent of Organizer, which consent may be denied in its sole discretion. Any purported assignment, sublease, or sublicense in violation of this Section shall be null and void. No assignment, sublease, or sublicense shall relieve Participant of any of its obligations hereunder.

7. Rules and Regulations. Participant will abide by all rules and regulations regarding the construction, maintenance, and tear-down of Participant's display at the Chalet, as well as any rules and regulations promulgated, from time to time, by Organizer or the Venue. Organizer reserves the right to determine the suitability and appropriateness of all exhibits at the Carnival and the attire and conduct of all Participant personnel and to regulate the same at its sole discretion. Participant must provide the necessary safety items to protect attendees, other exhibitors, and all others from equipment that is operable or from any other materials, processes, or operations that might cause bodily harm. Participant will not use any copyrighted music or dramatic materials or any other property owned by a third party without first obtaining all necessary licences for the use of the same. Participant is responsible for compliance by Participant with all requirements under applicable law including all food service, vendor, or other permits, licenses, permissions, or authorizations pursuant to applicable law that may be required for Participant to participate in the Carnival.

8. Event Management, Exhibit Construction, and Tear-Down. Organizer will work with the Venue on the management and coordination of the Carnival space and may appoint any subcontractors or outside sources of supply as it deems fit to assist it in carrying out this responsibility. Participant is responsible for set-up and tear-down of its assigned Chalet and following the Carnival must leave the Chalet in the same condition as Participant found it. Set-up and tear-down hours will be communicated by Organizer to Participant prior to the Carnival.

9. Event Security. Whether or not security is provided the Venue or Organizer, Participant shall be solely responsible for the protection of its property and its confidential and proprietary information and for obtaining insurance with respect thereto. Organizer shall, in any event, have no obligation to provide security services and makes no representation or warranty whatsoever and disclaims all liability with respect to security of the premises or Participant's goods or equipment. Participant hereby releases and shall hold Organizer harmless with respect to the same.

10. Limitation of Liability and Timing of Claims. In no event shall Organizer or the Venue or any of their officers, directors, employees, agents, contractors, subcontractors, representatives, affiliates and assignees be liable for consequential, indirect, incidental,

special, exemplary, punitive or aggravated damages, lost profits or revenues or diminution in value, arising out of, or relating to, and/or in connection with any breach of this Agreement or otherwise in connection with their acts or omissions, regardless of (a) whether such damages were foreseeable, (b) whether or not Organizer or the Venue was advised of the possibility of such damages, and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based. In no event shall Organizer's aggregate liability arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence) or otherwise, exceed the total of the amounts paid to Organizer pursuant to this agreement. Claims arising under or in connection with this Agreement must be made in writing within thirty days after the last day of the event, and failure to give such notice shall constitute a waiver of any claims.

11. Indemnification. Participant shall indemnify, hold harmless, and defend Organizer and its officers, directors, employees, agents, subcontractors, affiliates, successors and permitted assigns and the Venue and its officers, directors, employees, agents, affiliates, successors and permitted assigns (collectively, "**Indemnified Party**") against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including legal fees, that are incurred by Indemnified Party (collectively, "**Losses**"), arising out of or resulting from (a) injury to the person, property, or business of any person in connection with Participant's conduct during or in relation to the Food Week Event or the Carnival, (b) Participant's construction or maintenance at the Carnival, (c) any act, omission, negligence, fault, violation of law or ordinance, or misconduct of Participant, its employees, subcontractors, invitees or agents, or any breach by Participant of any agreements, covenant, promises or other obligations under this Agreement, (d) Participant's participation or presence at the Food Week Event or the Carnival and/or use of the Venue, (e) any claim brought by any of its employees, agents, contractors, or invitees against an Indemnified Party in connection with such activity, or (f) Participant's actual or alleged infringement of the patent, trademark, copyright, or any other intellectual property rights of a third party including any claim resulting from the use of copyrighted music, dramatic materials, or other property which is used by Participant in connection with the Food Week Event or Carnival.

12. Ownership of Intellectual Property. Participant acknowledges that Organizer or its subcontractors or assignees, as determined by Organizer in its sole discretion (together with Organizer, the "**Organizer Group**"), will own and retain all right, title, and interest in and to any and all photographs, videos, or other products comprising the Event Services or which are taken or recorded by the Organizer Group during the Food Week Event and/or the Carnival (collectively, the "**Works**") subject to the License granted to Participant below. Participant acknowledges and agrees that the Organizer Group may use the Works for any purpose in the future including but not limited to self-promotion, art projects, or resale and is entitled to edit, copy, reproduce, or publish any of the Works in any form. Participant hereby releases and forever discharges the Organizer Group from and against any and all claims, actions, demands, causes of actions, or suits that it, its affiliates, successors, assigns, agents, or employees (collectively the "**Participant Releasees**"), may have against the Organizer Group

with respect to any rights it may have in the Works including any rights arising by virtue of the depiction therein of Participant's or any of Participant Releasees' appearance, trade-marks, products, premises, or any other property. Participant hereby indemnifies Organizer and the Organizer Group from and against any and all such claims brought against Organizer or the Organizer Group by any of Participant Releasees.

13. Grant of Licence. The Organizer Group shall grant to Participant, a non-exclusive, perpetual, irrevocable, non-transferable and non-sublicensable, fully paid-up, and royalty-free right and licence (the "**Licence**") to use the Works in connection with and during the Food Week Event or the Carnival and otherwise for social media or on Participant's website. Participant may not edit or modify the Works in any way without the express consent of the Organizer Group and any use of the Works by Participant must be accompanied by an appropriate accreditation of the Works to The Wave Inc.

14. Listings and Promotional Materials. Participant grants Organizer a fully paid, perpetual non-exclusive licence to use, display, and reproduce Participant's name, trade names, and product names in any directory (print, electronic, or other media) that list the other participants participating at the Event and to use such names in Organizer's promotional materials. Organizer is not liable for any errors or omissions in any listings or descriptions of Participant or Participant's products.

15. Organizer Materials. Any materials that are distributed to Participant related to the planning or execution of the Event, including but not limited to, logos, pamphlets, brochures, social media posts, and websites are owned exclusively by Organizer or its subcontractors or assignees. Organizer grants Participant a non-transferable, non-exclusive licence to use such materials solely in connection with Participant's participation in the Event.

16. Force Majeure. In the event that Organizer is unable to host either Event or provide the Event Services due to any acts of God, flood, fire, earthquake, tsunami, epidemics, pandemics, government order or law, states of emergency, injury or any other occurrence outside of Organizer's control which impedes Organizer's ability to host either Event or perform the Event Services, Organizer shall attempt to rectify such inability to perform by, in its sole discretion, rescheduling the Event, substituting the Event Services for substantially similar replacements, issuing a refund or credit for Event Services not performed or delivered, or terminating this Agreement.

17. Relationship of the Parties. This Agreement will not be construed to create any association, partnership, joint venture, employee, or agency relationship between Organizer and Participant for any purpose.

18. Miscellaneous.

(a) Further Assurances. Upon receipt of a reasonable request of a party, the other party shall execute, and shall cause any of its employees or contractors to execute, and deliver all

such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

(b) Assignment; Successors and Assigns. Neither party shall assign or otherwise transfer any of its rights, or delegate, subcontract, or otherwise transfer any of its obligations or performance, under this Agreement except as provided herein.

(c) Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the province of Nova Scotia and the federal laws of Canada applicable therein.

(d) Entire Agreement. This Agreement, including any exhibits and schedules, constitutes the entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, whether written or oral, with respect to such subject matter.

(e) Amendments and Modifications. No amendment to this Agreement is effective unless it is in writing and signed by an authorized representative of each party.

(f) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement nor invalidate or render unenforceable such term or provision in any other jurisdiction.

20. Insurance Liability.

1. General Acknowledgment:

1.1 The organization, referred to as the "**Organization**," is hosting an event ("Event").

1.2 The vendor, referred to as the "**Vendor**," desires to participate in the Event.

1.3 The Organization and Vendor agree that the Vendor shall maintain its own insurance coverage for the duration of the Event.

2. Insurance Requirements:

2.1 The Vendor shall obtain and maintain, at its own expense, comprehensive general liability insurance that provides coverage for any claims arising from the Vendor's participation in the Event.

2.2 The Vendor's insurance policy shall include coverage for bodily injury, property damage, and product liability, with limits that are reasonable and customary for the Vendor's industry.

3. No Liability of Organization:

3.1 The Organization shall not be liable for any losses, damages, claims, or expenses arising out of or related to the Vendor's participation in the Event, including but not limited to bodily injury, property damage, or theft.

3.2 The Vendor agrees to indemnify, defend, and hold harmless the Organization, its officers, directors, employees, and agents from any claims, demands, suits, or actions arising from the Vendor's activities or omissions during the Event.

4. Compliance with Laws and Regulations:

4.1 The Vendor shall comply with all applicable laws, regulations, permits, and licenses required for its participation in the Event.

4.2 The Vendor shall be solely responsible for obtaining and maintaining any necessary permits or licenses required for its products, services, or operations at the Event.

5. Disclaimer of Warranties:

5.1 The Organization makes no warranties, expressed or implied, regarding the Vendor's participation in the Event, including but not limited to the quality, safety, or suitability of the Vendor's products or services.

5.2 The Organization does not guarantee the success, profitability, or any specific outcomes of the Vendor's participation in the Event.

By participating in the Event, the Vendor acknowledges that it has read, understood, and agrees to be bound by these terms and conditions.

SCHEDULE "A"

The Property

SCHEDULE “B”

The Vendor Space

SCHEDULE "C"

Sales Report Template

SCHEDULE “D”

Vendor Booth Schematics