



VENDOR AGREEMENT

The Bruce – German Holiday Market

Article I. PARTIES

This Vendor Agreement (hereinafter referred to as the "Agreement") by and between **[VENDOR NAME]** (hereinafter referred to as the "Vendor") and **The Bruce Hotel** (hereinafter referred to as "TBH") shall commence on **[COMMENCEMENT DATE]** (hereinafter referred to as the "Effective Date") will be considered agreed and valid upon signatures of both parties.

In consideration of the mutual promises and covenants in this Agreement, the Parties further agree to the terms as follows:

Article II. EVENT

TBH is contracting with the Vendor to provide the services listed in item 2 below, at the following event:

The Bruce - German Holiday Market

Date: Saturday November 29th (12pm - 5pm) & Sunday November 30th (12pm - 5pm)

Location: The Bruce Hotel 89 Parkview DR Stratford, ON N5A 4R5

Article III. RESPONSIBILITIES OF TBH

TBH agrees to provide the following:

Section 3.01 Marketing

- (a) Creation and implementation of marketing strategy
- (b) Creation and implementation of social media campaign
- (c) Creation of advertising materials for vendor use





Section 3.02 Vendor Booth

- (a) One 8 ft table
- (b) White linen
- (c) Two chairs
- (d) Secure WIFI connection for payment terminals
- (e) Access to power (if required)

Section 3.03 Operations

Vendor package – includes the following:

- (a) Market information and contact card
- (b) Map of the grounds
- (c) Meal voucher valid throughout the hours of The Bruce German Holiday Market

Section 3.04 Booth Set up

TBH will ensure the booths are set by 'times noted in article, section, sub section' with items noted in 'article, section, subsection' of this vendor agreement document

Article IV. RESPONSIBILITIES OF VENDOR

The Vendor agrees to provide the following:

Section 4.01 Marketing

- (a) Collaboration on social media campaign
- (b) Distribution of advertising materials

Section 4.02 Operations

The Vendor agrees to have full set up and tear down complete within the time periods listed below:

- (a) Set Up
 - (i) The vendor to have set up complete prior to the start of the show and remain set up for the duration. Times noted below:

Saturday November 29, 2025 between 12pm – 5pm

Sunday November 30, 2025 between 12pm – 5pm







- (b) Tear Down
 - (i) The vendor agrees their space will remain set up throughout the duration of the show. Early tear down will not be permitted. Linens to be left on all the tables. Times noted below:

Saturday November 29, 2025 between 12pm – 5pm

Sunday November 30, 2025 between 12pm – 5pm

Section 4.03 Compensation and Confirmation

- (a) A total, non-refundable fee of \$150 along with a signed contract mush be received by Friday October 24, 2025 to secure booking. Payment can be made via cheque, made out the 'The Bruce Hotel' and delivered to 89 Parkview Dr., Stratford, ON N5A 4R5, EMT to payments@thebruce.ca, or via credit card. For a credit card payment, a credit card authorization form must be obtained and returned to the events department at The Bruce Hotel.
- (b) The signed contract must be accompanied by the deposit as outlined above in Section 4.03 (a),the acceptance of the adjoining 'Schedule A Terms and Conditions for participating vendors at The Bruce Hotel German Holiday Market", and the completed form in Article V. Professional Vendor Entry Form, to be considered confirmed.

Article V. Professional Vendor Entry Form

Please Print. Starred items **MUST** be completed.

| *Company Name: | - |
|------------------------------|--------------|
| *Contact Person: | Title: |
| *Phone: | *Email: |
| Address: | |
| Website: | |
| *Socials: | |
| 6 : | |
| *Products/Services Provided: | |
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Article VI. Acceptance

Acceptance of this application binds the aforementioned parties in Article 1 – Parties to the terms outlined above as well as the adjoining Schedule A – Terms and Conditions for participating vendors at The Bruce Hotel German Holiday Market".

Section 6.01 Signatures

[PARTICIPATING VENDOR]

The undersigned hereby represents and warrants that they are duly authorized to execute the terms of this contractual agreement and has read and fully understands the adjoining 'Schedule A – Terms and Conditions for participating vendors at The Bruce Hotel German Holiday Market.

Name:______ Signature:_____ Date:_____ THE BRUCE HOTEL Name:______ Signature:______ Date:_____







SCHEDULE A TO VENDOR AGREEMENT TERMS & CONDITIONS FOR PARTICIPATING VENDORS AT THE 2025 THE BRUCE – GERMAN HOLIDAY MARKET

These terms and conditions set out the terms of the relationship between vendors (referred hereinafter as 'you') and The Bruce Hotel (hereinafter referred to as 'we' and 'us') during the 2024 The Bruce – German Holiday Market (referred hereinafter as 'the event') at the Bruce Hotel (hereinafter referred as 'TBH')

- 1. No Transfer. This Agreement and the license hereunder is personal and cannot be transferred, assigned, sublet, shared, or split with anyone else without prior written consent, which we may refuse at our sole discretion.
- 1. Costs and Billing; 100% of vendor fees are to be collected at the signing of this contract. The booth is considered booked when the contract is signed and payment has been processed successfully.
- 2. Cancellation: Vendor fees are non-refundable.
- 3. Décor: Decorations must not endanger or necessitate the removal of artwork and cannot be affixed to any part of the walls, ceiling, or furniture without prior approval from our events team.
- 4. Force Majeure: Neither party will be liable to the other party. Nor be deemed to have defaulted under or breached this agreement. For any failure of delay in fulfilling or performing any obligation under this agreement when and to the extent such failure or delay is caused by or results for act beyond the affect party's reasonable control, including without limitation, lockouts, labour disputes; acts of God, government restrictions, regulation or controls, judicial orders, enemy or hostile government action, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform (each a "Force Majeure Event) In the case of a force majeure event, the restaurant will, as directed by the client (a) direct all monies paid to the restaurant to another event within twelve months of original event date of (b) refund all monies paid to the restaurant or hotel without penalty, less and reasonable expenses incurred by the restaurant or hotel in preparation of the event.
- **5. Vendors:** All outside vendors must approved by our events teams.
- 6. Insurance: The client agrees to carry personal, property, liability, and other insurance to protect against any claims arising from any activities conducted at event. Please contact your insurance provider to discuss additional coverage for your event.
- 7. Damages: the client agrees to cover all damages including damages to the facility, furniture and all chattels belonging to The Bruce Hotel and Restaurant. Damages can include but are not limited to smoking on the premises which will result in cleaning fines, missing or damaged furniture, art or décor and general damage to the building.
- 8. Indemnification: You release us, The Bruce Hotel, and each of the servants, employees, agents, successors, assigns, and personal representatives(as applicable) of the foregoing parties (collectively, the 'Indemnified Persons') from any injury or damage incurred by you and your agents, contractors, servants, personnel, employees, and any other parties or anyone else invited or contracted by you (collectively 'Your Contractors') and any of your guests or customers (collectively 'your guests). You also release and hold the Indemnified Persons harmless from any and all liability and responsibility for theft or damage to goods or property or otherwise, before, during and after the event; including damage to the facility.

You shall be responsible for all loss or damage done to the premises or the facility due to negligence, theft, or abuse on the part of your contractors or guests. You acknowledge neither we nor the Indemnified Persons assume the responsibility for any of your equipment and property on the premises from the occurrences including, without limitation, fire, theft, and vandalism and that the protection as such is the responsibility of you. You shall ensure that all of your contractors are aware of this Agreement and the operating rules and regulations of the Facility. We assume no liability unless caused by our willful misconduct or gross negligence.





