



MONTREAL'S
Christmas Village[™]

With more than 25,000 visitors on only 2 weekends in 2017, the Montreal's Christmas Village[™] returns in 2018 to the Atwater Marketplace. Located near the Lionel-Groulx metro station, it is an exceptional place in the South-West borough of Montreal, from both a marketing and promotional point of view. For this 3rd edition, the duration of the event is doubled, being increased to 4 weekends, so is the number of chalets, 40, which will reunite about 70 exhibitors.

The purpose of this document is to determine the conditions of occupation of the chalets made available for rent by the Montreal Christmas Village[™] (hereinafter "the organizer") for this 3rd edition.

Here are the Christmas Market's opening hours on the following 4 weekends:

- From November 30th to December 2nd, 2018 (launching ceremony on November 30th at 17:00 – to be confirmed);
- From December 7th to 9th, 2018;
- From December 14th to 16th, 2018;
- From December 21st to 23rd, 2018.

The opening hours during this period are as follows:

- Fridays from 4:00 PM to 9:00 PM
- Saturdays from 11:30 AM to 9:00 PM
- Sundays from 11:30 AM to 5:00 PM

The Montreal's Christmas Village[™] is a non-profit organization whose head office is established at 3813 rue Joseph, Montreal, QC H4G 1J3.

For any question or remarks, before, during or after the event, we ask all exhibitors (candidates) to use exclusively the following email address: artisans@noelmontreal.ca or, in case of emergency, call us at (514) 550-7646.

Exhibit at the Montreal's Christmas Village™

General Conditions

Version : August 20th, 2018

Article 1 – Basic rates, equipment and options

- The base rate varies depending on the type of exhibitor (artisan or food chalet), the size of the chalet (small or large) and the rental period (1 weekend, 2 weekends, 3 weekends or 4 weekends):

		1 WEEKEND	2 WEEKENDS	3 WEEKENDS	4 WEEKENDS
Artisan Chalet	Small chalet	\$275.00 CAD	\$522.50 CAD	\$759.00 CAD	\$990.00 CAD
	Large chalet	\$390.00 CAD	\$741.00 CAD	\$1076.40 CAD	\$1404.00 CAD
Food Chalet	Small chalet	\$550.00 CAD	\$999.00 CAD	\$1320.00 CAD	\$1540.00 CAD
	Large chalet	\$690.00 CAD	\$1242.00 CAD	\$1656.00 CAD	\$1932.00 CAD

Small chalet dimensions : 8x6 feet. Large chalet dimensions: 12x6 feet.

The prices listed do not include taxes.

- It is possible to share a chalet, in time or space, at no additional cost. A request must be made to this effect to the organizer, ideally during the application or later, in any case no later than October 15th, 2018. In case of acceptance of this request, the "applicant" exhibitor is the only co-contractor of the organizer and is, as such, solely responsible for the proper performance of these terms and conditions by both himself and the "sharing" exhibitor.
- The chalets are unfurnished, except for a lamp and a display counter (dimensions: approximately 65 x 26 inches for the small chalet and approximately 92 x 27 for the large chalet - to be confirmed).
- The chalets are equipped with 2 regular electrical outlets (120 Volts 15 Amps). If the exhibitor intends to make use of devices requiring a particular electrical power, he must make the express and prior request to the organizer, ideally during the application or later, in any case no later than October 15th, 2018. Depending on the technical possibilities, the organizer can accept or refuse the request; if accepted, a surcharge may apply. It should be noted that the use of generators is strictly prohibited.
- The chalets are not heated. The exhibitor can either install his own heating system, or ask, no later than October 15th, 2018, the installation of a heater by the organizer at the following rates (excluding taxes): \$90.00 CAD for 1 weekend , \$120.00 CAD for 2 weekends, \$150.00 CAD for 3 weekends and \$180.00 CAD for 4 weekends. These fees are payable to the organizer at the time of the settlement of the balance when the bill reaches the exhibitor.

Article 2 – Application and Payment

- Given the organizer's desire to create a genuine and a quality Christmas Market, a selection committee will be asked to examine the applications for the allocation of the chalets. The organizer reserves the right to limit the number of exhibitors per specialty, as well as the number of participation of each exhibitor. Participation in previous editions does not create any non-compete rights for the exhibitor. Similarly, admission to an edition of the event does not imply participation in subsequent editions.
- The candidate's application file includes:
 - (1) the registration form duly completed (in electronic version via the organizer's website or in paper format, mailed at the following postal address: 3813 rue Joseph, Montreal, QC H4G 1J3);
 - (2) his/her adherence to these general terms and conditions (by ticking the checkbox dedicated on the organizer's website or by printing the document and returning it hand-signed with the handwritten mention "Read and approved" and mailed at the following postal address: 3813 rue Joseph, Montreal, QC H4G 1J3);
 - (3) a down payment of 30% plus taxes of the rental amount requested (excluding any heating options).Incomplete applications will not be considered.
- In case of acceptance of the application, the balance must be paid no later than October 15th, 2018. The reception of the balance by the organizer will constitute the confirmation of the subscription of the exhibitor. In case of rejection of the application, the amount of the deposit will be fully refunded within 3 days of sending the rejection letter. The rejection of an application does not give rise to any compensation for any reasons whatsoever.
- The payment of the deposit and of the balance must be done either via PayPal at the address: artisans@noelmontreal.ca, or by check payable to the Village de Noël de Montréal.

Article 3 – Cancellation

- In case of withdrawal of the exhibitor or the candidate before October 15th, 2018, the balance already paid will be refunded. The deposit is, however, not refundable. In case of withdrawal by the exhibitor after October 15th, 2018, no refund will be made.
- In the event of the cancellation of the event by the organizer, the funds paid will be fully refunded. In case of cancellation of the event due to force majeure, the funds paid will not be refunded. In both cases, the exhibitors can not claim damages.

Article 4 – Provision of the chalets, deposit and insurance

- The chalets will be made available to the exhibitor on November 29th, 2018 at 10:00 AM, or 2 hours before the opening of the market to the public in case of weekend rentals during the event. An entry inventory will be made by the organizer in the presence of the

exhibitor. The exhibitor is required to have a locker and give a double key to the organizer on the day of his/her arrival, which will allow the latter at any time access to the chalet in case of emergency. On the last day of rental at 9:00 PM the latest, exhibitors must have completely emptied and cleaned the chalets. An exit inventory will be made by the organizer in the presence of the exhibitor.

- A deposit of \$400.00 CAD is required. This must be remitted by check when the chalet is made available, after the entry inventory. It will be returned the last day after the exit inventory, however deductions will be made for damages if any.
- For the entire duration of the rental, the exhibitor must be covered by a third-party liability insurance policy to cover damage caused to third parties as a result of his/her activities and property, as well as damages to the equipment made available to him/her by the organizer. He/she must be in possession of a certificate of insurance.

Article 5 – Location, chalet access and security

- The Christmas Market's plan is to be established by the organizer who distributes the location of each exhibitor. These are granted on a precarious and revocable basis. If, for imperative reasons, the organizer is obliged to modify the locations or installations, no protest will be admissible, and the exhibitors undertake to comply with the decisions taken without being able to claim any compensation.
- The exhibitors have access to the chalets every day the market is open 2 hours before opening to the public. It is possible to park their car near the perimeter of the Christmas market but for a limited time, only for loading/unloading their goods. In this respect, each exhibitor undertakes to comply with the Highway Safety Code and any other applicable laws or regulations; under no circumstances can the organizer be held responsible for an infraction of these rules by an exhibitor. The exhibitor further understands that the delivery of merchandising or other goods by car is prohibited during the public opening hours.
- The exhibitors must lock their chalets and leave the premises no later than 1 hour after the closing to the public. They will make sure to put out all the lights, decorations and other electrical appliances; also, no valuables can be left in the chalets – money or objects. Outside the public opening hours, the Christmas Market will be equipped with security on site, although the organizer can not be held liable for theft or damage caused by a third party. In addition, exhibitors are required to take and observe at all times any precautionary and safety measures to avoid all hazards and accidents. If the organizer considers that there is a risk to the safety of the public or exhibitors (weather conditions for example), the organizer may order the closure of the site and its evacuation. This closure will not give any right to any compensation. Exhibitors must comply with the evacuation and safety plan that will be served to them. Finally, exhibitors are not allowed to smoke in the chalets.

Article 6 – Course of the event

- The exhibitor undertakes to present only the products and services for which he/she has been admitted to the event. In case of introduction of a new product, the exhibitor must inform the organizer who reserves the right to accept or refuse.
- The exhibitor is required to comply with the legislation, including hygiene, safety and sanitation, and, where appropriate, to have the required permits.
- The exhibitor is committing to respect the obligatory time slots, admittedly that the organizer reserves the possibility of modifying them, without the prior agreement of the exhibitors, according to new requirements or climatic conditions. No chalet closure will be tolerated prior to the Christmas Market closing dates and times, with offenders incurring a penalty of \$200.00 CAD per day of violation and systematic rejection of a subsequent application.
- The chalets come with a basic exterior decoration, which exhibitors are invited to enrich. The decorations, interior and exterior, must conform to the colors and the spirit of Christmas to ensure a certain visual harmony of the place. Exhibitors may be asked to make certain decorative adaptations if the organizer deems it necessary. In addition, the aspect of the chalets must be impeccable. All packages or objects that have no connection with the decoration of the cottage must be protected from visitors' eyes.
- It is strictly forbidden to display advertising on behalf of third parties who are not exhibitors or sponsors other than those of the organizer.
- The exhibitor must remain within the limits of its location and may not in any way interfere with the public or other exhibitors. Signs, objects and other larger outdoor decorations are permitted provided they do not interfere with traffic in the aisles or the visibility of neighboring chalets. Ambulant sales in the aisles and auction sale are prohibited. The streaming of music is forbidden, the whole market being immersed in a musical atmosphere by the organizer. Moreover, and more generally, the exhibitors will seek a behavior not detrimental to the good atmosphere of the event.