



ScotFestBC - The British Columbia Highland Games & World Music Festival

General Rules and Regulations:

In consideration of being granted a license agreement to use specified facilities or space of the British Columbia Highland Games (herein known as ScotFestBC), the licensee agrees to all the terms, conditions and covenants herein contained.

Definitions:

- i. "License" means the license granted under applicable rules & regulations.
- ii. "Premise" means all, or that portion of the buildings, parking lots, facilities and improvements located within Town Centre Park grounds that have been licensed to the licensee.
- iii. "Term" means the total period of time from 1:00PM on the 16th day of June 2023 to 7:00PM on the 18th day of June 2023.
- iv. "Event" means the purpose for which the above Premises are to be used, and no other, namely ScotFestBC.
- v. "License Fee" means the total sums payable by the Licensee to the Licensor for the use of the above premises during the term as follows:
- vi. "Products" means the items to be sold, offered, or displayed as specified in the license agreement.

Terms & Conditions:

1. All licensee's, their agents, employees, affiliates, invitee's, contractors, subcontractors, or workmen are subject to the General Rules and Regulations of ScotFestBC.
2. ScotFestBC, its organizing committee members, USCS directors, committee members, management, contractors, or employees shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the licensee, or such other person contracting herein for the use of property or premises of ScotFestBC. Their invitee's, licensees, agents, contractors, subcontractors, affiliates, employees or workers while such person in or about the premises, or any truck ways, platforms or corridors in connection therewith, including (without limiting the foregoing) any loss or damage to any property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises, or any adjacent or neighboring land or from water, steam or drainage pipes or plumbing works thereof or from any other place or corridor or for any loss or damage caused by or attributable to the conditions or arrangement of any electric or other wiring or for any other loss whatsoever arising out of the occupancy of the premises or any operations or activities conducted therein by such persons as aforesaid and the

licensee and such other persons contracting herein for the use of the property or premises of ScotFestBC to indemnify the United Scottish Cultural Society its directors, committee members, management, or employees against all loss, cost, claims or demands in respect of any injuries, loss or damage referred to in this paragraph.

3. The licensee expressly covenants and agrees to obey all municipal, provincial and federal statutes, bylaws and regulations and to obtain such necessary permits, licenses or other authorization as may be required by federal, provincial and municipal regulations.
4. No portion of the property or premises covered by the license agreement may be sublet or assigned by the licensee unless specifically agreed to, in writing by ScotFestBC, prior to the event
5. The licensee agrees to observe parking regulations, admission fees and pass policies which may be in effect, the direction of parking attendants and security personnel and such other regulations as are established by ScotFestBC or officials from the City of Coquitlam.
6. The licensee shall be responsible for all damages to or loss of City of Coquitlam property (normal wear and tear expected) which will result from the granting of this license.
7. ScotFestBC reserves the right to inspect the licensed space at any time.
8. ScotFestBC reserves the right to cancel this license at any time if, in its opinion, the terms and conditions of this license are not being observed.
9. The licensee covenants and agrees to pay such fees and charges as are contained in this license.
10. ScotFestBC shall not be liable for any damages resulting from the Town Centre Park grounds, including Lafarge Lake Park being closed.
11. ScotFestBC reserves the right to relocate or alter the space assigned to the licensee.
12. No pets permitted.

13. Insurance Requirement - Important

The licensee is responsible for the placement and all insurance related to participation in the event.

The Licensee will provide to ScotFestBC a Certificate of Insurance naming United Scottish Cultural Society and the City of Coquitlam as additionally insured.

- i. Non-food exhibitors - minimum \$2,000,000.00 public liability insurance.
- ii. Food & beverage concessionaires - minimum \$5,000,000.00 public liability insurance.

NOTE: Consult your insurance agent, if you have public liability insurance, it may cover your licensed space.

14. The licensee is permitted to exhibit or sell only those products and services approved by the selection committee as listed on the license agreement. Subletting of space by the licensee is not permitted.
15. The licensee agrees to staff the licensed space at all times during the stated event hours. The licensee shall not employ a child under the age of 14-years.
16. The licensee is prohibited from conducting a lottery or selling lottery and/or break open tickets.
17. No soliciting for any purpose will be permitted except from within the space licensed for that purpose.
18. **Sampling:** The licensee is not permitted to give away whole samples of any product. Small samples for tasting purposes are permitted, as approved by ScotFestBC.
19. No licensee is to mark or in any way deface the premises in particular no nails, hooks, tack, screws, gummed or adhesive stickers or balloons are to be utilized on/in any part of the premises. Use of said materials will be subject to reasonable removal/repair charges by management.
20. **Fire Prevention and Control:** The licensee agrees to observe all fire regulations and maintain acceptable fire prevention practices as required by the Provincial and Civic authority having jurisdiction over these matters. Click [HERE](#) to review the **2023 City of Coquitlam Park Events Fire Safety Guideline**. Food Concessionaires are required to provide and place appropriate fire extinguishers within reach of each vendor's cooking space. For information contact the **City of Coquitlam Fire Department: 604-927-6400**
21. **Fraser Health/Food Safe:** Each vendor must have a valid 2023 Fraser Health permit. Contact Cecilia Park at (604) 949-7720 or via email at Cecilia.Park@fraserhealth.ca
22. Licensees planning to operate free draws or distribute any advertising material must provide complete details to ScotFestBC in writing at least two (2) weeks prior to the event. All awards must be drawn for prior to the closing of the event and names of winners along with addresses and telephone numbers must be submitted to ScotFestBC following the draw within seven (7) days.
23. Prominently located booth number and price signs are to be posted in each concession or exhibit. Price signs must clearly state the prices of all products.
24. The licensee agrees to maintain clean premises and observe sanitary food handling practices. All food concessions are subject to inspection by the Community Health Unit.

25. **Refuse/Waste:** Refuse containers for use inside the concession are the responsibility of the licensee. All refuse must be placed in the designated refuse bins in that area.
26. Waste water must be held in reservoirs or drained directly into the sewer.
27. Late arrivals may find their space occupied by a stand-by licensee. No refunds will be paid in this instance.
28. Cancellation of license agreement by licensee or failure to appear on the event dates shall result in the forfeiture of license payments.
29. The licensee shall be charged for electrical services to connect to power sources and electrical inspection fees.
30. No pegs may be driven into any paved area without permission of management.
31. The licensee agrees that no display material may be dismantled or removed during the entire term of the license.
32. The licensee agrees to remove all materials, supplies, and equipment by the indicated move-out time and date. Failure to comply will result in ScotFestBC removing and disposing of any items at the expense of the licensee.
33. The licensee is subject to an additional charge equivalent to 25% of the total of this license for each day the licensee's items occupy the space past the dates stated in the license agreement.
34. Undue noise or unseemly methods of demonstrations employed while operating concessions or exhibits will not be tolerated. Sound levels of radios, public address systems and all other sound amplification equipment must not interfere with other licensee's or event patrons and is subject to final auditory approval from ScotFestBC.
35. Licensee's vending food and/or refreshments are not permitted sound amplification systems
36. Concessionaires and Exhibitors are permitted to display signs representing their products only in those areas that you have a license agreement for.
37. The licensee agrees to abide by all regulations and rules adopted by management in the best interest of the event and agrees that management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
38. ScotFestBC awarded an **exclusive product rights** to the following companies; REMAX. Broadcasting rights to Corus Media.

39. Any monies or deposits paid to the Licensor shall not bear interest to the benefit of the Licensee. Monies paid by the Licensee to the Licensor shall be non-refundable.
40. Notwithstanding the other provisions of the License Agreement and these Rules & Regulations the license is revocable immediately at the will of the Licensor by written notice delivered to the licensee. On termination the License Agreement becomes null and void, except that the Licensor may enforce any and all obligations of the Licensee arising or occurring prior to termination.
41. These rules & regulations form a part of the license agreement.