



The purpose of this document is to determine the conditions of occupation of the chalets made available for rent by the Montreal's Christmas Village (hereinafter "the organizer") during the 5th edition of the event. In the appendix, an exhibitor guide will provide some practical guidelines to the exhibitors.

Here is the Christmas Market's schedule:

- Thursday, November 26th through Sunday, November 29th, 2020;
- Friday, December 4th through Sunday, December 6th, 2020;
- Friday, December 11th through Sunday, December 13th, 2020;
- Friday, December 18th through Sunday, December 20th, 2020.

The opening hours during this period are as follows:

- Thursday, November 26th from 4:00 PM to 7:00 PM;
- Fridays from 5:00 PM to 10:00 PM;
- Saturdays from 11:00 AM to 7:00 PM;
- Sundays from 11:00 AM to 5:00 PM.

The event takes place at the Atwater Market Place, at the corner of St. Ambroise Street and Atwater Avenue.

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 *Terms and conditions*

Version: March 7, 2020

Article 1 – Chalets, Rates and Insurance

- Two sizes of chalets are proposed: 8 x 6 feet (small chalet) and 12 x 8 feet (large chalet). The chalets are unfurnished, except for a lamp and a display counter. The display counter opens towards the exterior of the chalet and measures 65 x 26 inches (identical for both the small and the large chalets).



Small chalet

- 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 (the rate decreases based on the number of weekends booked).
- The food chalet is the one in which the exhibitor offers the public, free of charge or not, food to be consumed on site. The artisan chalet constitutes the residual category. The exhibitor will note that in any event, the sale of beverages to be consumed on site is exclusively reserved to the Organizer.
- The prices for an artisan chalet are as follows:

		1 weekend	2 weekends	3 weekends	4 weekends
Artisan chalet			-5%	-8%	-10%
	Small chalet	\$390.00	\$741.00	\$1,076.40	\$1,404.00
	Large chalet	\$540.00	\$1,026.00	\$1,490.40	\$1,944.00

RATES DO NOT INCLUDE TAXES

- Regarding the rates for a food chalet, the exhibiting candidate is invited to contact the Organizer at artisans@noelmontreal.ca or at (514) 550-7646.
- In case of immediate payment, the artisan or food exhibitor will receive a 10% discount on the rental price before taxes (excluding any heating and insurance options) (see article 2).
- It is possible to share a chalet with another exhibitor 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 the date of the payment of the balance. 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 equipped with one (1) regular electrical outlet (120 Volts 15 Amps) and one (1) lamp connected to this outlet. If the exhibitor wishes to use one or more electrical devices, he/she must bring his/her own power strip. The electrical power of any additional devices cannot exceed that of the provided plug. To this regard, no additional electrical outlets will be provided, except for the food chalets which will require more power. In this case, the exhibitor is invited to send the organizer a reasoned request, ideally during the application and no later than the date of the payment of the balance. Depending on the technical possibilities, the organizer can accept or refuse the request; if accepted, a fee may apply. Please note that the use of personal electric generators is strictly prohibited.
- The chalets are offered without heating. The exhibitor has the possibility to request, when sending in his/her application, the installation of a heating system by the organizer at a rate (excluding taxes) of \$110.00 CAD for one (1) weekend, \$150.00 CAD for two (2) weekends, \$180.00 CAD for three (3) weekends and \$200.00 CAD for four (4) weekends. In this case, the payment will be made at the time of the payment of the balance. Please note that the use of a personal heating system (propane or electricity) is strictly prohibited. Similarly, in the case where the exhibitor has opted for a heated chalet, it is strictly forbidden to use the electrical outlet dedicated to heating for any other purposes, entirely or partially (via a power strip). Outside public opening hours, the heating system must be switched off at all times.
- The Organizer provides the exhibitor with a chalet ready to be used by the latter as part of the animation of the Christmas market, namely for the sale or distribution of products. The chalet is under the Organizer's responsibility and it is covered by its own insurance.
- 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. If the candidate is already insured, he/she must be in possession of a certificate of insurance for the duration of the event. If the candidate doesn't already have his/her own insurance, he/she can request, when sending in the

application, to benefit from the organizer's insurance policy. In this case, he/she will subsequently receive the related information and may at this time confirm or cancel their subscription.

Article 2 – Application and Payment

- The candidate's application file includes:
 - (1) the application form duly completed in electronic version via the organizer's website;
 - (2) his/her adherence to these terms and conditions by ticking the checkbox dedicated on the application form;
 - (3) in case of application for an artisan chalet, a down payment of 30% plus taxes of the rental amount requested (excluding any heating and insurance options) by credit card through PayPal or by PayPal directly, at the address : artisans@noelmontreal.ca. Incomplete applications will be automatically discarded.
- Given the organizer's desire to create a genuine and a quality Christmas Market, a selection committee is responsible for examining the applications. The organizer reserves the right to limit the number of exhibitors per specialty, as well as the number of participations 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 acceptance or rejection of the application will be notified to the exhibiting candidate by e-mail at the address provided in the application form.
- In case of acceptance of the application of an artisan chalet, the invoice will be sent to the exhibitor. The payment of the balance by the exhibitor constitutes the confirmation of his/her participation in the event. This payment must be made within 30 calendar days of the notification of acceptance, otherwise the participation will be automatically cancelled.
- If the application for a food chalet is accepted, the invoice will be sent to the exhibitor. The payment by the exhibitor constitutes confirmation of his participation in the event. This payment must be made within 30 calendar days of sending the invoice, otherwise the participation will be automatically cancelled.
- The artisan or food chalet exhibitor has the possibility to confirm his/her participation immediately, by paying the balance (for the artisan) or the complete amount (for the food artisan) within 7 calendar days from the receipt of the invoice by the exhibitor. In this case, the exhibitor benefits from a discount of 10% on the price of the rental requested before taxes (excluding possible heating and insurance options).
- Payment of the balance (for the artisan) or the full amount (for the food chalet artisan) can be done in several ways: (1) by credit card through PayPal or via PayPal directly, at the address: artisans@noelmontreal.ca; (2) by check, payable to the *Village de Noël*

de Montréal, 3813 Joseph Street, Montreal QC H4G 1J3 (with indication on the back of the check of the name of the company or project as stated in the application form); (3) by Interac transfer, at the address prod@noelmontreal.ca.

- The rejection of an application is not subject to any appeal and does not give rise to any compensation for any reasons whatsoever. In the case of the rejection of the application for an artisan chalet, the deposit amount will be fully refunded via PayPal within 7 calendar days from the receipt of the invoice.

Article 3 – Cancellation

- In the event of cancellation by the exhibitor, at all times and in all cases, all funds will not be refunded. In addition, in the event of the exhibitor's withdrawal after his installation in the chalet, a penalty of \$500.00 will be deducted from the deposit (see article 4).
- Unless otherwise decided at the sole discretion of the Organizer, the illness of the exhibitor or any other personal situation is not a valid reason for benefiting from an adjustment of the opening hours or a cancellation without penalties; if necessary, the exhibitor is responsible for finding the staff to ensure the opening of his chalet.
- The exhibitor must provide sufficient stock to ensure the continuity of his sales. If he runs out of stock and closes his chalet, he will be penalized for not respecting the opening hours. In addition, in the event of a stock shortage, the Organizer may unilaterally decide to immediately end the occupation of the chalet, without reimbursement of the amounts paid or compensation in any way whatsoever.
- In case of cancellation of the event by the organizer, the funds 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 Exit

- The chalets will be made available to the exhibitor on November 25th, 2020 at 12:00 PM and on November 26th, 2020 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 keyed padlock (no code padlock allowed) and give a double key to the organizer on the day of his/her arrival, which will allow the latter anytime access to the chalet in case of emergency. It should be noted that it is the exhibitor's responsibility to have the key to open their chalet each day; the duplicate key given to the Organizer may in no case be used to open the chalet for the exhibitor.
- A deposit of \$500.00 CAD is required. This must be remitted in cash 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/cleaning fees or for any conduct that goes against the rules and regulations provided in this document if any.

- On the last day of rental at 7:00 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.

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. The site positioning will be communicated to the exhibitors when the chalets become available. 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 will have access to the chalets every day the Market is open 2 hours before the opening to the public. It is possible to park their car near the perimeter of the Christmas Market only for a limited time, 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, including the possible heating system; also, no valuables can be left in the chalets – money or objects. Outside the public opening hours, the Christmas Market will be equipped with on-site security, although the organizer can not be held liable for theft or damage caused by a third party. The exhibitors will be also responsible for damage to property caused by frost.
- 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.

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 beforehand who reserves the right to accept or refuse.

- The exhibitor is required to provide sufficient stock to ensure the continuity of their sales.
- The exhibitor is required to comply with the legislation, including hygiene, safety and sanitation, and, where appropriate, to have the required permits. Exhibitors are not allowed to smoke in the chalets (electronic cigarettes and cannabis included) or in the 30 feet radius of a food chalet.
- The exhibitor is committing to respect the obligatory time slots, meaning that the chalets must be fully open and welcoming at the opening time to the public until closure. Offenders can incur a penalty of \$200.00 CAD per day of violation and systematic rejection of a subsequent application.
- According to new requirements or climatic conditions, the organizer reserves the possibility of modifying the opening hours without the prior agreement of the exhibitors and without any compensation.
- 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.
- The aspect of the chalets must be impeccable. All packages or objects that have no connection with the decoration of the chalet must be protected from visitors' eyes. It is strictly forbidden to use the spaces between and behind the chalets to collect rubbish or any other objects. Exhibitors must dispose of their waste directly in the organizer's dumpster. It is strictly forbidden to use the various bins available to the public. It is also strictly forbidden to dump water or other liquids on the site event.
- All disposable products offered or sold to the public must be biodegradable. In particular, non-reusable plastic bags and all plastic utensils such as forks, straws and cups are strictly forbidden.
- 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. 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, the visibility of neighboring chalets nor an impediment to the aesthetic harmony of the Christmas Market. If the organizer requests so, the exhibitor is obliged to remove any decoration, or any object deemed inappropriate.

- The exhibitor is expected to act as a courteous, professional and as a responsible professional towards the public, other exhibitors and the organizer's staff. It will avoid behaviors that affect the image, the good behavior and the atmosphere of the event. In case of problematic situation, the organizer can take all the appropriate measures and punish the offenders, via a penalty levied on the guarantee or an immediate end of contract.

Exhibit at the Montreal's Christmas Village

Exhibitor Guide

Version: March 7, 2020

Important reminders

- **Padlocks expected.** - You must bring a keyed padlock (NO CODE PADLOCK) to secure your chalet. You must give us a duplicate key.
- **Deposit to provide.** – A deposit of \$500.00 CAD is required at the time of the entry in the chalet. This deposit must be provided in cash (not by check). This deposit guarantees not only the non-deterioration of the chalet but also the respect of the general conditions. Penalties may be imposed on negligent exhibitors, who are to be charged directly from the deposit.
- **Necessary documents.** – Always have with you during the event (1) a copy of the general conditions, (2) the various permits you may need to sell your products (this is your responsibility), as well as (3) the certificate of insurance if you have not chosen the organizer's insurance.
- **Furniture and decorations.** – Bring items to furnish your chalet. We provide only one lamp, besides the display counter of the chalet (which opens towards the outside). There is no table, chair, or shelf. Do not forget to make your chalet consistent with the spirit of the event by installing Christmas decorations. Bring a power strip because there is only one electrical outlet provided.
- **Hours of operation.** – Pay scrupulous attention to the schedule: opening Thursday from 4:00 PM to 7:00 PM, Fridays from 5:00 PM to 10:00 PM, Saturdays from 11:00 AM to 7:00 PM and Sundays from 11:00 AM to 5:00 PM. When the public is on site, all chalets without exception must be open. It is not permissible to complete the installation of the cottage when the site opens or to close and store the counter prior to the official closure. Unless otherwise stated, this rule applies even if it is raining and/ or if there are few visitors. We will be very strict in this regard. A \$200.00 CAD penalty per day of infraction will be deducted from the deposit.
- **Parking.** – The parking area in front of the site along Saint-Ambroise Street is reserved for the duration of the event to prevent vehicles from obscuring the view of the event from the street and hamper the influx of visitors. We allow exhibitors to park there to

load or unload their belongings, but this only for a short time, the time of loading or unloading, and of course outside the opening hours of the site to the public. Moreover, exhibitors are denied at all times to use the reserved parking area strictly designated for the organizer's use.

- **Heating.** – The chalets are rented without heating. You can request the installation of a heater by the organizer. For technical and safety reasons, you can not bring your own heating system (whether electric or gas). At closing time, be sure to turn off the heat (as well as all other electrical appliances) and pay attention to the damage that can be caused by frost. Do not leave anything fragile in the chalet.
- **Electricity.** – For technical reasons and besides the possible heating system, we must limit the electrical power offered to the exhibitors to a 15 Amp outlet at 120 Volts, which equals to 1800 Watts. It is important to calculate the total power of the devices and lights that you intend to connect in order not to exceed this limit. If the limit is exceeded, it is not only your chalet but all those connected to the same power grid as you that will be affected and left without electricity. If this happens, we will check the facilities and sanction the neglecting exhibitor a penalty of \$200.00 CAD. It is therefore important to be very attentive to this matter. If you are a food (restaurant) exhibitor and you think you need more power, please contact us as soon as possible and no later than the date of the payment of the balance. Non-restorative exhibitors can not ask for more power. Lastly, it is forbidden to disconnect the heater installed and use the plug for other purposes. It is also forbidden to use generators, for space and noise pollution reasons.
- **Waste Management.** – We have developed an eco-responsible policy that is very important to us: disposable products (such as bags, forks, etc.) must be compostable. In addition, your own garbage must be disposed of only in the organizer's dumpster and not in the visitors' trash cans (which fill up quickly enough). Keep the area around the chalets clean and clear of all rubbish and objects. Do not dispose of any liquid on the site for both environmental and safety (freezing) purposes.
- **Security.** – Security is everyone's business. The site is to be guarded but we are not responsible for any theft or damage caused by a third party. So take caution into not leaving valuables in your chalet after closing time. You have the option to park your vehicle in the parking area near the entrance of the site along Saint-Ambroise Street, the time to load and unload your belongings.

Summary

- To preview **before** the event
 - [Only for the food (restaurant) chalets]
As of now and no later than the date of the payment of the balance, assess the need to request the installation of a second regular electrical outlet.
 - [All]
For the event: keyed padlock, \$500 CAD cash deposit, documents, furniture, Christmas decorations, power strip (with special attention to the maximum power allowed), compostable disposable bags and utensils.

- To think of **during** the event
 - We request that you respect strictly the event's opening hours
 - Parking in the reserved area: solely for loading and unloading, outside the opening hours only
 - Attention to the power consumption
 - Waste in the designated dumpster only and no liquid spills
 - Security: shut down all appliances and lights, leave nothing in the chalet that is sensitive to frost

Selling Tips

- Pay attention to the way you decorate your chalet: a beautifully decorated chalet will attract the eye.



- Remember to create impulse purchases from the public: generally, it is better to offer a range of low-cost products that can be bought without much thought.
- Systematically display your prices: the public is sometimes reluctant to ask prices, it will be more inclined to buy if it has all the information displayed directly.
- Display tax-inclusive prices, even rounding up: the public will have no calculation to make and the deal will seem easier.
- Make sure to always have change.
- Offer your clients the payment by card. There are easy and convenient solutions for smart phones like Square or SumUp.
- Indicate on a board the allergens present in your products (for sale or tasting).