Guelph Yoga and Wellness Festival - Conditions of Contract for Instructors

The purpose of this Presenter Agreement (the "Agreement") is to communicate our respective expectations and obligations in having you as a Presenter for the Guelph Yoga and Wellness Festival, taking place at the Frank Hasenfratz Centre, Guelph, Ontario, Canada (the "Event").

Event Management: The words "Event Management" as used herein shall mean the Guelph Yoga and Wellness Festival, or its officers, committees, agents or contractors acting for it in the management of the Event.

Contract: The following contract provisions become binding upon acceptance of this contract between the applicant, his or her employees and agents and, and the Event Management, and any additions or amendments thereto that may be subsequently established or put into effect by the Event Management.

In exchange for having you as a Presenter at the Event, you agree to be bound to the following:

1. **Eligible Classes**: Event Management has sole right to determine the eligibility of any class or instructor for inclusion in the Event.
2. **Services and Compensation**. You are being contracted to teach a class at the Guelph Yoga and Wellness Festival. In exchange for the services, you will receive a $50 CND honorarium. Please note that all payments for classes will be processed after you complete your class at the end of the Event and full payment will be made within 20 business days after the Event. Any deviation from what has been proposed and accepted and what is actually delivered will be considered a breach of this Agreement. In providing the services, we expect you to follow the rules, regulations, expectations and conditions of contract. You are responsible for covering your own expenses pertaining to transportation, accommodation and class delivery. If you breach any of the rules, regulations, expectations or conditions of this contract, Event Management reserves the right to terminate this Agreement without pay.
3. **Participation Inclusions**: Instructors will be provided with shared access to two 2' x 5' tables where you are permitted to advertise your classes, workshops, and services. WiFi will be made available to Instructors. Electrical power in the form of electrical outlets can be made available upon request. A lapel mic will be provided for your class. Onsite parking is available to instructors.
4. **Event Set-Up and Take-Down**. Exhibitors and Instructors will be provided specific requirements as to the time for installation and dismantling of all exhibits.
   - Exhibitor and Instructor tables and chairs will be set-up in advance.
   - Exhibitors and Instructors are responsible for setting up and managing their own Exhibits. Neither the Event facility, nor its staff is prepared or authorized to handle an Exhibitor or Instructor's supplies or equipment.
   - All Instructors must vacate the Event facility between 4:00 pm - 5:00 pm the day of the Event.
   - Instructors agree that no material will be left unattended during move out and no materials will remain at the Event facility after 5:00 pm the day of the Event.
5. **Admission Policy.** The Event is open to the general public. Exhibitors and Instructors must be registered. Exhibitors and Instructors will receive two free half-day class passes to be distributed to friends / family / members of your community. All free class passes must be distributed and contact information (full name and email address) provided to Event Management.
6. **Table Furnishings**: The shared instructors table does not include additional furnishings. Instructors are encouraged to bring their own equipment and supplies and are required to bring their own payment system. Nothing may be nailed, fastened, posted, screwed or

attached in arm form to the walls, floors, furnishings. fittings or other parts of the Event facility. Exhibitors will be held responsible for any damage caused to the Event facility.

7. **Supplies**. All materials and supplies that you bring to work in carrying out the services must be your own and will not be supplied by Guelph Yoga and Wellness Festival, unless agreed to otherwise or as outlined in this document.
8. **Term and termination**. The term of this agreement begins upon the execution of this Agreement and will last in perpetuity (the "term"). Either party can end the Agreement by providing written notice to the other party by June 30th, 2026. However, if you break any of the rules, regulations, expectations or conditions of contract, we will be able to terminate this Agreement effective immediately and revoke your right to present at the Event. Please note that you will be liable for any damages suffered by Guelph Yoga and Wellness Festival if you withdraw from your engagement as a presenter including but not limited to: costs incurred by Guelph Yoga and Wellness Festival to promote your presentation which will not take place, costs incurred to find a replacement presenter and any amounts of money paid in organizing your role as a presenter. Cancellation or lack of attendance shall be excused only by personal illness, riots, strikes, epidemics, acts of God, force majeure or any other legitimate condition beyond your control provided that proof of illness or circumstance is provided and it makes your attendance at the Event impossible.
9. **Scheduling and location**. We will confirm your scheduled class time in advance of the Event. We reserve the right to change your scheduled teaching time if circumstances merit. Event Management has the right to change floor layout and instructor location. Management will relocate affected instructors to a suitable location determined by Event Management.
10. **Insurance**. You are required to have your own liability insurance for a minimum of $2 million dollars, and be prepared to provide proof of insurance upon request.
11. **Media release**. You agree to provide Event Management with all of the required photography and biography information requested at the time of contract signing. You grant Guelph Yoga and Wellness Festival the right and permission to copyright and/or publish, reproduce, or otherwise use your name, voice, and likeness in video, photographs, written materials, and audio-visual recordings. You acknowledge and understand that these materials about or of you may be used to commercial and / or non-commercial purposes. You understand that your image may be edited, copied, exhibited, published and / or distributed. You also understand this material may be used individually or in conjunction with other media in any medium including without limitation to print publications, digital publications, and / or public broadcast for any lawful purpose. There is no time limit on the validity of this release nor is there any geographic limitation on where these materials may be distributed. You acknowledge and grant Guelph Yoga and Wellness Festival and its employees, agents, licenses, successors and third-party organizations all ownership rights and the irrevocable rights and permissions to use, copyright, publish, sell, distribute, and / or promote the recorded video, photo, interview and / or audio.
12. **Advertising Matter.** You agree that Guelph Yoga and Wellness Festival may use your name, biography, photographs and other likenesses, trademarks and trade names of yours in connection with advertising, promotions, and publicizing of the Event. We have the right to use your name for the duration of the Term. The Event produces an online registration page for ticket sales, highlighting individual Exhibits and Instructors.
    - The Event creates posters and flyers that Event Management distributes to local businesses to advertise the Event. Copies are available upon request.
    - Subject to availability, Exhibitors and Instructors are invited to participate in promotional interviews broadcast on social media.
    - Exhibitors and Instructors are required to actively promote Guelph Yoga and Wellness Festival. Exhibitors and Instructors will receive all digital assets to post on social media and email to lists. You are required to share this information with your community in the 8 weeks leading up to the event.

13. You understand your participation is voluntary and that you may, at any time, discontinue your involvement before submitting this document. You understand that Guelph Yoga and Wellness Festival can see no risk presently, and that you take full responsibility in this project and the risks it may entail (be it legal, physical, or mental) and release Guelph Yoga and Wellness Festival from any claims, demands, losses, damages, suits and liabilities of any kind whatsoever in connection with the media release.
14. You certify that you are over 18 years of age and are competent to contract in your own name insofar as the above is concerned.
15. You acknowledge that you have completely read and fully understand the above consent and release and agree to be bound thereby. You release any and all claims against any person or organization utilizing this material for marketing, educational, promotional, and / or any other lawful purpose whatsoever.
16. **No partnership**. Nothing in this document shall be understood to create a joint venture or partnership between Guelph Yoga and Wellness Festival and you.
17. **Indemnity**. You fully indemnify Guelph Yoga and Wellness Festival and any of its employees, contractors, volunteers, agents, and assigns (the "Indemnified Parties") for any and all losses, claims, damages, actions, causes of action, costs and expenses that an Indemnified Party may sustain, incur or suffer at any time, either during or after the Term, which are based upon, arise out of or occur, directly or indirectly, by reason of any act or omission by you in providing the services, provided that where Guelph Yoga and Wellness Festival has contributed to such liability by its own negligent conduct, your indemnity obligation will be limited proportionately.
18. **Infectious disease**. If at any point within 14 days prior to the Event you have suffered symptoms of a communicable disease, you agree not to join or participate in the Event and you should consult with your doctor.
19. **Fire Safety.** Instructor agrees to comply with Municipal, Provincial and Federal laws, ordinances and regulations of the hall covering fire, safety, health and all other matters. Only fireproof materials may be used in displays and instructors must take necessary fire precautions. No flammable fluids or substances may be used or shown at the event.
20. **Entire agreement**. This agreement constitutes the entire Agreement between the parties and replaces any prior agreements.
21. **Jurisdiction**. This Agreement will be governed exclusively by the laws of the province of Ontario.
22. **Severability**. If any provisions of this Agreement are invalid or unenforceable, the other provisions in the Agreement will remain in full force and effect.
23. **Waiver of Breach.** The waiver by me of any breach by you of any provision of this Agreement will not be taken to be a waiver of any further breaches by you.
24. **Notice**. For the purpose of this Agreement, e-mail or text will suffice for written notice when required as set out above.
25. **Headings**. The headings used in this Agreement are for stylistic purposes only and none of the content in the headings are intended to be legally binding.
26. We agree that this Agreement may be submitted electronically, the effect of which will be the same as if we signed the Agreement by hand.

Guelph Yoga and Wellness Festival Expectations

1. Treat all attendees, staff members and organizers with common courtesy, patience and respect.
2. Respond to Event emails in a timely manner.
3. Instruct a class with a focus that is appropriate for the Event's purpose and audience.
4. You agree to arrive at the Event 30 minutes prior to your scheduled class and remain for 30 minutes after your class to answer questions of Event attendees.

5. You agree to participate in promotion of the event in the 8 weeks leading up the event. Promotion includes posting on social media, emailing your lists, and hanging a poster or providing flyers if you have a brick and mortar location for your business.

Security, Liability and Insurance

1. Before and after Event hours, no Exhibitors or Instructors will enter the facility.
2. Neither Event Management nor the Event Facility will assume responsibility for the safety of property of the instructor, his or her officials, agents or employees, from theft, damage by fire, accidents or other causes, but will use reasonable care to protect them against such loss.
3. The instructor agrees to make no claim against Event Management, the sponsoring organizations or the Event facility for loss, theft, or damage to his or her property and will protect, indemnify, and hold the above-named, harmless for any injury to any persons in the Exhibitor's area.
4. Event Management will not be liable for the fulfillment of this contract as to the delivery of space if non-delivery is due to one of the following causes: the building being destroyed by fire; act of God; public enemy; strikes; the authority of law; or for any other cause beyond its control. In the event of its not being able to hold the Event for any of the above-named reasons Management will refund to each exhibitor the amount he paid for the space, less a proportionate share of all the expenses incurred by Management for the Event.
5. The Instructor agrees to obtain $2 million general liability insurance at their own expense for property loss or damage and liability for personal injury that will fully protect the Event Management from any and all claims of any nature whatsoever, including claims under the Occupational Health and Safety Act and or Workplace Safety and Insurance Act and for personal injury, including death, which may arise in connection with the transportation, installation, operation or dismantling, or removal of the Instructor's display.
6. Damage of inadequately packed property is the Instructor's own responsibility.
7. Damage to the facility housing the Event, caused or done by the Instructor, shall be the responsibility of the Instructor.
8. Furthermore, the Instructor agrees to protect, save and hold harmless both Management and the Event facility, from all loss and/or damage whatsoever, caused to the facility housing the Event, or any part thereof, directly or indirectly.
9. The Instructor is advised to determine that his or her regular company insurance includes extra-territorial coverage, and that he has his own theft, public liability and property damage insurance against any loss or damages that may occur.

Risks and Liability Waivers

1. The Instructor's property will be placed on display and exhibited at the Instructor's own risk. Event Management assumes no responsibility for loss and or damage thereto. The Instructor will assume all responsibility for loss or damage to Instructor's own property due to fire, theft, flood, lighting, power, lightning, earthquake, explosion, riots, strikes, inclement weather or any other acts of God or causes beyond the control of Event Management.
2. The Instructor is liable for any and all damage caused to the Event Facility, including but not limited to floors, walls, and columns or to standard booth equipment or other Instructor's property.
3. Instructors may not apply paint, lacquer, adhesive or other coatings to the building columns, floors, walls or to any standard table equipment.
4. The Instructor, for themself and for their employees, agrees to abide by the foregoing contract provisions, rules and regulations, and by any amendments that may be put into effect by Event Management.

Amendments

Event Management, at any time, in the interest of the Event, may amend any and all matters covered by the articles in this contract. All amendments so made will be equally as binding on all parties affected by them as the original contract provisions and the rules and regulations. In the event of any amendments, Event Management will give written notice to all instructors concerned.