

Share & Create

Creators Market 1st Edition

Participation Contract

Between: **Share and Create**, represented by **Elise Guerin**

Hereinafter referred to as the "Organizer" or "Share and Create".

And

[CREATOR/COMPANY NAME] represented by **[NAME]**

Hereinafter referred to as the "Creator"

The purpose of this contract is to define the rights and obligations of each party.

General information

Share & Create Creators market, 1st Edition

Date: Sunday, 08.10.2023

Location: Foundry, 38 Rte d'Esch, 1470 Luxembourg- Hollerich

Agenda of the day:

Event Time table:

08h30-10h00: Arrival & Set up

10h00-10h30: Welcome & presentation

10h30-18h00: Open to public

18h00-18h30: Dismantling

18h30: Networking & connecting event (closed to public)

Prices and participation fee

Table (2m x 0.7 m) with two chair: €100

1. Participation fees include communication and event management fees. The Creator has until the wednesday 27th of september to proceed to payment.
2. Full payment (participation fee) on Share & Create website, within the payment period will confirm the creators registration.
3. The organizer reserves the right to refuse and cancel the reservation of any exhibitor who has not paid during the payment period.

Creator Market Rules and Guidelines

1. The Creator is responsible for the setup and dismantling of their stand on time. Out of respect for the organizer and other exhibitors, it is strictly forbidden to dismantle the stand or pack up goods before the end of the event.
2. All Creators are responsible for their own sales and creations. The organizers are not responsible for any loss, theft, breakage, or other damage.
3. Proving any wrapping material or packaging for bought goods is up to the creator. A functional payment method (Payconiq, Cash or Card payment) is in any way up to the creator. The organizers are not able to provide any charging cables or extra cash to ensure smooth payment.
4. The organizer is not responsible for accidents to persons or property.
5. Pets are allowed in the facility, on the ground floor only, but need to be looked after at all time.

Set-up & dismantling

1. Creator can use Foundry Parking during the set-up (08h30-10h00) and dismantling time (18h00-18h30). The Organizer will take care of opening Foundry parking barrier during this timeframe.
2. Creators will set up at the stands assigned to them and will not go beyond the area. For the convenience of visitors and other creators, it is forbidden to change the layout of the stands. Nevertheless, using a rod or other small pieces of furniture necessary to display creations is allowed to bring, if those do not exceed the boundaries of the stand. (please mention below)
3. Due to the infrastructure of the building we cannot allow any item fixed on the walls. Any defect, damage, or degradation of the spaces and installations observed by the organizer will be repaired and invoiced to the exhibitor.
4. If electricity is needed please notify the Organizer and keep in mind that any extension cords would need to be brought by the Creator.

Additional needs

Communication and Social networks

1. The organizers will publicize the event on social networks and via flyers.
2. Provided to the creator will be a media kit to ensure material for marketing and communication about the event for their own personal pages.
3. The creator authorizes the organizer and other participants of the event to publish, tag, and repost anything related to the event.
4. The organizer may use information such as the products offered, the concept, prices, and product pictures for communication on the event.

Withdrawal & cancellation

Cancellation

1. In the event of cancellation of the event by the organizer or in the event of force majeure, the amount paid by the participant will be reimbursed in full.
2. In the event of cancellation from the creator side, the creator has until the 04th of October to let the organizer know. After this date and in case of violation the Organizer will keep 50% of the registration fee.
3. It is not possible to claim any reimbursement or compensation for incidental expenses incurred by the participant (personnel costs, purchase of products and raw materials, accommodation costs, etc.).

Force majeure

1. Force majeure clause: both parties shall not be liable for any failure or delay in the performance of its obligations under this contract, if it proves that such failure or delay is due to an event beyond its control which it could not reasonably be expected to control.
2. Force Majeure may include, but is not limited to, exceptional events or circumstances as listed below, as long as the conditions referred to in the previous paragraph are met:
 - a. wars, hostilities, invasions, acts of foreign enemies;
 - b. rebellion, revolution, insurrection, usurpation by civil or military governments, conspiracy, riots, civil disturbances and terrorist acts;
 - c. volcanic eruption, epidemic, pandemic;
 - d. any law, order, standard or regulation adopted by competent legislative, administrative, governmental, local or judicial authorities.
3. In the event of Force Majeure, the present contract may be terminated by either contracting party. Termination must be notified by e-mail at hello@shareandcreate.lu within a period of 3 calendar days from the time when the party invoking Force Majeure became aware (or should have been aware) of the event or circumstance it considers to be Force Majeure.

4. An event of Force Majeure shall not relieve either party of its liability in respect of any current contractual obligations which fell due prior to the occurrence of such event.
5. In the event of termination of the present contract due to an event of Force Majeure, all parties will combine their efforts to ensure that the event provided for in the present contract can be rescheduled to a later date.
6. In the event of an inability to postpone, each party expressly and irrevocably waives all rights and claims - of whatever nature and on whatever grounds - which it has or may have against the other party and which arise in connection with the rights and obligations arising from the present contract after the dispatch of the notification provided for in paragraph 3 above, the termination of the present contract and any direct or indirect consequences thereof.
7. the direct or indirect consequences of such termination. Only the deposit paid by the customer to the lessor may be refunded.

Share & Create, represented by Elise Guerin

A handwritten signature in blue ink, appearing to be 'Elise Guerin', written over a horizontal line.

[The Creator] – DD/MM/2023

Signature: