

VENDOR – TERMS & CONDITIONS

By signing the VENDOR REGISTRATION FORM, vendors agree to the following terms and conditions.

“**Event**” refers to the 2019 Event checked on the Vendor Registration Form.

“**Vendor**” refers to the registered business or organization renting Vendor Space from the Town of Blind River.

“**Event Organizer**” refers to the Corporation of the Town of Blind River, Community Engagement Coordinator or a designate.

“**Vendor Space**” refers to the parcel designated by this contract for use by the Vendor.

“**Event Site**” refers to the physical area under direct responsibility of the Event Organizer for the purpose of the event.

1. The event hours are approximately:

Event	Event Site	Dates	Time
Winter Carnival	Community Centre	February 23	11:00 am – 4:00 pm
Canada Day	Marine Park	July 1	12:00 pm – 4:00 pm
Community Days	Town Park	July 13	12:00 pm – 6:00 pm
Community Day Kid Zone	Town Park	July 13	12:00 pm – 6:00 pm
Community Day Beer Gardens	Town Park	July 13	12:00 pm - 10:30 pm
Parking On Woodward	Main Street	July 14	11:00 am – 4:00 pm
Fall Fair	Main Street	October 5	11:00 am – 3:00 pm
Santa Claus Parade	Town Park	November 15	6:30 pm – 9:30 pm

As noted, these times are approximate and may vary depending on a number of circumstances.

2. Set up can begin two hours before the event start time. If a Vendor requires additional set up time they must contact the Event Organizer to make arrangements. Vendors must be ready for operation thirty minutes before the event start time. Vendors are not permitted to tear down and vacate the site prior to the end of the event unless otherwise stated. Space will be designated by the Event Organizer and vendors are not to deviate from the assigned sites.
3. The organizer has made every effort to attract participants and spectators to the event but does not guarantee attendance numbers.
4. This event is weather dependent. Cancellation of the event for any reason will not result in a refund of the vendor fee or any remuneration whatsoever from the organizer.
5. The organizer provides a vendor permit as part of the fee paid. The Vendor must pay all applicable fees and be in compliance with all municipal and provincial regulations including but not limited to, Refreshment Vehicle Bylaw and must meet Algoma Public Health requirements. **The Vendor must provide proof of compliance for required permits when requested by the Event Organizer.** Should the vendor be closed for any reason, the vendor fee will not be repaid.
6. Vendors are supplied with space and additional items that are noted on the Vendor Registration form. All fees must be paid.
7. Generators must have a Db rating no higher than 75 Db as per the manufacturer’s specifications for the unit being used. If the unit is not operating at a higher Db due to operating issues, the organizer may remove the generator from the site and is not required to replace it or compensate the vendor for doing so.

8. Vendors may sell from within their designated area only. Designated areas will be laid out by the organizer. The organizer has final say on any vendor space related issues and failure to comply with the organizer may lead to removal from the event without refund of vendor fees.
9. Food vendors are permitted **ONE** vehicle pass to enter and exit the event gate. **NO ADDITIONAL VEHICLES** will be permitted. Non-food vendors **MUST** park in spectator parking unless otherwise agreed to with Event Organizer and shown on the VENDOR REGISTRATION FORM.
10. Vendors are responsible for disposing of the Garbage they produce. Containers are on site and are emptied on a continuous basis so there is to be **no garbage left upon departure (charges may apply if garbage left onsite)**.
11. The organizer reserves the right to remove any item from sale that, in the organizer's opinion, poses a safety threat, is offensive or is generally undesirable as part of the event. Such decisions may be made at any time prior to and during the event.
12. The organizer has the right to require the removal of any display items that the organizer feels is offensive or conflicts with event sponsors and advertisers or is promotional in nature and should require an advertising or sponsorship fee.
13. The organizer shall have final say in all issues and has authority to act as the organizer deems appropriate for the benefit of the event.
14. Vendors must submit a Vendor Registration Form for acceptance by the Event Organizer. Not all applications will necessarily be accepted. Once approved, the Vendor will submit a signed Vendor Space Contract along with **three weeks prior to the event** in the form of cash or cheque.

Payable to:

The Corporation of the Town of Blind River
Attn: Festivals Department
 11 Hudson St, PO Box 640
 Blind River, ON
 P0R 1B0

Phone Number: (705) 356-2251 ext 222
 Cell Number: (705) 227-8738

15. The Vendor agrees to comply with this contract and agrees that the **fee is non refundable**.
16. **The Corporation of the Town of Blind River is not liable** for any damages, lost or stolen articles

FOR OFFICE USE ONLY

Business Organization: _____

Authorized Representative: _____

Space Size: _____ **Space Number:** _____

Payment Amount: \$ _____ **Method of Payment:** _____

Date Received: _____

 Community Engagement Coordinator
 Town of Blind River

 Vendor
 Authorized Representative