



2010 Vendor / Exhibitor / Artisan Application and Agreement

Company Name (the "Vendor/Exhibitor/Artisan"): _____

Contact Name: _____

Mailing Address: _____

Phone #: _____ Cell Phone #: _____

Email: _____ Fax: _____

The Vendor/Exhibitor/Artisan contact can be reached by calling 613-238-7711 x 228 or by email at event@dragonboat.net at the Tim Hortons Ottawa Dragon Boat Festival (the "Festival"). Please fax all applications to 613 565 2662.

The Festival reserves the right to determine the location of all Vendors/Exhibitors/Artisans on site. The Festival reserves the right to accept or reject any application for any reason whatsoever. Vendors/Exhibitors/Artisans are responsible for any permits, licensing and insurance they may require, including vendor licences and health permits. Vendors/Exhibitors/Artisans must maintain strict compliance with all municipal, provincial and federal health codes and must provide a copy of their vendor licence on demand. Vendors/Exhibitors/Artisans are responsible for all clean up and removal of personal items brought on-site.

FESTIVAL RULES & REGULATIONS

PRE-FESTIVAL

The Festival representative will contact all Vendors/Exhibitors/Artisans no later than the week of June 7th-11th, 2010 to review all requirements. If your account is in order your booth location and details will be confirmed. Vendors/Exhibitors/Artisans with outstanding accounts will NOT be permitted to load in on festival weekend.

LOAD IN

Load in for all Vendors/Exhibitors/Artisans can start after Thursday June 17th, 2010 at 12 pm and must be completed by Friday, June 18th, 2010 at 3:00 p.m. Those with trailers are strongly encouraged to arrive on the Thursday. Any Vendors/Exhibitors/Artisans arriving after 3 p.m. on Friday will not be allowed on site. No payments will be refunded for late arrivals. All Vendors/Exhibitors/Artisans must be onsite and operational by 3:00 p.m. Friday, June 19, 2010 and open to the public during festival hours. There will be no exceptions to this rule nor refunds given for any reason.

FESTIVAL HOURS

Friday June 18 th , 2010	5:00 p.m. to 9:00 p.m.
Saturday, June 19 th , 2010	10:00 a.m. to 7:00 p.m.
Sunday, June 20 th , 2010	10:00 a.m. to 5:00 p.m.

RESTOCKING

Deliveries and pick-ups are to be made through the delivery gate as specified on the site plan. No vehicles are permitted on site during festival hours for any reason. Restocking must be done by hand cart.

VEHICLES and PARKING

No vehicles are to be left on the festival site after load in or before tear down. Deliveries and pick-ups are to be made through the delivery gate as specified on the site plan via hand or cart. Any vehicles found on site during the restricted times will be towed at the owner's expense. The only exceptions are emergency and Festival vehicles. Vendor/Exhibitor/Artisan parking is available off-site and a parking pass is required. A parking pass will be provided prior to the festival along with your site number and map, providing your account is in good standing. For clarification, all equipment/vehicles etc must be contained within your allocated space, and may not be removed until load out Sunday. This rule applies to all reefer trucks, storage trucks/units, mobile food units and personal vehicles. If allocated space is exceeded, concessionaire will be required to pay an additional fee based on space pricing as per appendix A. Failure to comply will result in eviction from the festival site without refund.

ELECTRICAL

The electrical system on site is modular and powered by diesel generators. Vendors/Exhibitors/Artisans that have requested power will find the connection(s) at their space upon arrival. If you require more power than you have requested, you will be charged onsite for this additional rental. Final determinations of power use will be made by the Festival's electrical supplier. Payment for extra power is required before connections are made.

ALCOHOL and OTHER BEVERAGES

The festival site has certain licensed areas. The Festival shall be the only vendor of alcoholic beverages. Should you experience any difficulties with intoxicated individuals, please refer the matter immediately to a Festival organizer or security personnel. They will resolve the matter. Do not attempt to police the situation. Non-alcoholic beverages must be products of Pepsi, the Festival's official beverage supplier, unless specifically approved pre-festival.

PRODUCTS AND PRICING

The Festival reserves the right to limit the quantity of Vendors/Exhibitors/Artisans and to determine the number of similar applicants. There will be no under-cutting of a competitor's pricing. Should a problem of this nature arise, the Festival will set a fair price, at the Festival's sole discretion, to be observed by all parties. The sale of coffee or coffee related products on site is strictly prohibited. This includes specialty coffees, teas, cold coffee beverages, etc. All non-alcoholic beverages (i.e. pop, water, etc) must be purchased from the Pepsi Bottling Group.

GIVE-AWAYS and SPECIAL PROMOTIONS

Samples of promotional items or give-aways must be provided to the Festival for approval prior to the event.

PERMITS, REGULATIONS AND INSURANCE

It is the responsibility of the Vendor/Exhibitor/Artisan to ensure that all necessary permits and insurance forms have been properly obtained with proof provided to the Festival. All Vendors/Exhibitors/Artisans must follow all federal, provincial and municipal regulations that apply. Deadline for providing the Festival with proof of liability insurance (minimum of \$2,000,000.00 per occurrence) is June 2, 2010. The **Insurance Certificate must name the Tim Hortons Ottawa Dragon Boat Festival as an additional insured.** Each Vendor/Exhibitor/Artisan will be inspected by the City Bylaw Department inspectors on Friday, June 18th, 2010 and must comply with any directions made by them. The Vendor/Exhibitor/Artisan hereby agrees to indemnify and save the Organizer harmless from any claim or action which may arise as a result of the Vendor/Exhibitor/Artisan not having obtained the necessary permits and/or licenses or as a result of the Vendor/Exhibitor/Artisan not complying with the applicable health and safety regulations.

PROPANE

If propane tanks are brought on site, you must inform the Festival, as we must report this to the Ottawa Fire Department.

GENERATORS

Portable generators may not be used on the Festival site for any reason.

POTABLE and GREY WATER

There is no running water on site. Grey water barrels must be used for waste water and can be ordered from the Festival. Sink units with hot water capability are available and must be ordered through the Festival.

FLOORING

If your space requires flooring and it is not supplied by you, it must be ordered from the Festival.

LOAD OUT

Load out commences at 5:00 p.m. on Sunday June 20th, 2010. It is the Festival's policy that anyone found tearing down prior to the designated time will not be permitted to participate the following year. Once you are ready to exit the site, please notify Festival Staff who will determine the appropriate exit route. This is to avoid blocking roadways and to ensure that vehicles enter and leave safely in an orderly fashion.

INDEMNITY

The Vendor/Exhibitor/Artisan hereby agrees to indemnify and save the Festival harmless from any claims, actions or causes of action arising as a result of any action or actions taken by the Vendor/Exhibitor/Artisan, or as a result of any action or actions not taken by the Vendor/Exhibitor/Artisan in connection with the sale and/or distribution of its goods and wares at the Tim Hortons Ottawa Dragon Boat Festival.

WAIVER

The Vendor/Exhibitor/Artisan and the Festival hereby agree that the Festival shall not be held liable for any event or circumstance which may postpone, delay or cancel the festival, or any damages whatsoever arising therefrom, nor shall it be held liable for a power failure or any failure in the electricity being supplied to the Vendor/Exhibitor/Artisan nor shall it be held liable for the failure to provide any other services.

CANCELLATION

If the Vendor/Exhibitor/Artisan cancels or breaches this Agreement at any time and for any reason and the Festival is unable to replace the Vendor/Exhibitor/Artisan with a suitable replacement at the festival, the Vendor/Exhibitor/Artisan shall forfeit its payment herein and the Festival shall be indemnified for, and shall recover from the Vendor/Exhibitor/Artisan, any irrevocable costs or commitments it made, incurred or entered on the representation by the Vendor/Exhibitor/Artisan that it would participate in the festival.

The Festival may cancel this Agreement for any reason on giving the Vendor/Exhibitor/Artisan ten (10) days written notice, and upon receipt of such notice, the Festival shall provide the Vendor/Exhibitor/Artisan with a full refund of any payments made by the Vendor/Exhibitor/Artisan to the Festival as provided herein.

SUBCONTRACTING

Under no circumstances shall the Vendor/Exhibitor/Artisan subcontract in whole or in part the concession granted to it herein.

GENERAL

This Agreement shall be construed in accordance with the laws of the Province of Ontario. All of the terms and provisions contained in this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto, their respective successors and assigns.

2010 PRICE LIST CALCULATION

SPACE RENTAL FEE

Be sure to calculate your space requirements including trailer tongues. Note that ALL equipment must fit within the rented space.

- 10 x 10 space - \$600.00
- 10 x 20 space - \$700.00
- 20 x 20 space - \$800.00

Total Space Fee: _____

ELECTRICAL OUTLETS

The use of electrical system is optional. Please note that portable generators may NOT be brought on site by Vendors/Exhibitors/Artisans. When determining the amount of electricity that is required, be sure to check the "electrical name plate" on each piece of equipment.

- ____ x 15 AMP outlet or direct connection - \$105.00 each
- ____ x 20 AMP outlet or direct connection - \$160.00 each
- ____ x 30 AMP outlet or direct connection - \$195.00 each

Total Electrical Fee: _____

TENT RENTAL

The rental of tents is optional. If you provide your own tent, it must meet all municipal fire regulations.

- 10 x 10 tent rental - fee \$165.00
- 10 x 20 tent rental - fee \$240.00
- 15 x 15 tent rental - fee \$300.00
- 20 x 20 tent rental - fee \$385.00

Total Tent Fee: _____

EXTRA OPTIONS

- Table (no linen) - \$20.00
- Folding Chairs - \$10.00
- Table w/ linen tablecloth and skirt - \$30.00
- Plywood Flooring - \$1.00 per square foot
- Grey Water Barrel w/ service- \$75.00 each
- Sink and Hot Water Unit - \$750.00 each including electrical connection
(sink unit may be shared with other Vendors/Exhibitors/Artisans)

Total Extra Fee: _____

Please add 5% GST to total amount:

Grand Total: _____ (GST Included)

All items are rented subject to availability. Please note that any items ordered AFTER May 31, 2010 are subject to a 20% surcharge. Please make cheques payable to the **Ottawa Dragon Boat Festival**. The Festival accepts Visa and MasterCard payments. Applications are first-come first-served. The deadline for payment is April 30, 2010. Space is limited. This Agreement shall only become effective once it has been signed by the Vendor/Exhibitor/Artisan and has been signed and accepted by the Tim Hortons Ottawa Dragon Boat Festival.

IN WITNESS WHEREOF the Parties have executed and delivered this Agreement personally or under the signature of authorized signing officers.

DATED at Ottawa this ____ day of ____, 2010.

Tim Hortons Ottawa Dragon Boat Festival

Vendor/Exhibitor/Artisan

Per: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____