



2012 Vendor / Exhibitor / Artisan Application and Agreement

PLEASE READ ENTIRE DOCUMENT AND INITIAL AT THE BOTTOM OF EACH PAGE TO CONFIRM YOU HAVE READ, UNDERSTAND AND WILL COMPLY WITH THE TERMS AND CONDITIONS HEREIN

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

Contact Name: _____

Mailing Address: _____

Phone #: _____ Cell Phone #: _____

Email: _____ Fax: _____

Payment Options: Certified Cheque Visa Master Card

Credit Card Number: _____ Expiry: _____

Company Description (maximum 100 words): _____

RETAIL ITEMS: List the items and the price for each. List exactly as you would wish to see it in the program and on our website. Selected vendors may only sell those items listed on the vendor application and approved to sell.

| | NAME | PRICE |
|----------------|------|-------|
| RETAIL ITEM 1 | | |
| RETAIL ITEM 2 | | |
| RETAIL ITEM 3 | | |
| RETAIL ITEM 4 | | |
| RETAIL ITEM 5 | | |
| RETAIL ITEM 6 | | |
| RETAIL ITEM 7 | | |
| RETAIL ITEM 8 | | |
| RETAIL ITEM 9 | | |
| RETAIL ITEM 10 | | |



FESTIVAL VENDOR RULES & REGULATIONS

The Vendor/Exhibitor/Artisan contact can be reached by calling 613-238-7711 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. **Please note that the Festival is held rain or shine. All fees are non-refundable.**

PRE-FESTIVAL: The Festival representative will contact all Vendors/Exhibitors/Artisans no later than the week of May 28th, 2012 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 begins Thursday, June 21st, 2012. Festival to confirm dates and times. All booths must be completely set up and secured by 5:00 pm Thursday June 21st, 2012. Vendors/Exhibitors/Artisans arriving after 5:00 pm on Thursday June 21st, 2012 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 pm Friday, June 22nd, 2012 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 22 nd , 2012 | 5:00 pm to 11:00 pm |
| Saturday, June 23 rd , 2012 | 7:00 am to 11:00 pm |
| Sunday, June 24 th , 2012 | 7:00 am to 7:00 pm |

RESTOCKING: Deliveries and pick-ups are to be made through the delivery gate as specified on the site plan via hand or cart. **No vehicles are permitted on site during Festival hours for any reason.**

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 on the 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 the 2012 Price List. 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. Payment for extra



power is required before connections are made. Final determinations of power use will be made by the Festival's electrical supplier.

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. **All non-alcoholic beverage menu items must be approved by the 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 beverage menu items must be approved by the Festival.**

SALES REPORTS: Daily sales reports are required for our records. Daily sales reports should be given to the Festival Special Events Assistant at the end of each day. Failure to complete and submit daily sales reports will harm future applications from the Vendor/Exhibitor/Artisan.

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 April 30, 2012. The **Insurance Certificate must name the Tim Hortons Ottawa Dragon Boat Festival as an additional insured and must be in English.** Each Vendor/Exhibitor/Artisan will be inspected by the City Bylaw Department inspectors on Friday, June 22nd, 2012 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 wastewater 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 7:30 pm on Sunday, June 24th, 2012. 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.



2012 SALES REPORTS

Friday, June 22nd, 2012

Total Sales: \$ _____

Saturday, June 23rd, 2012

Total Sales: \$ _____

Sunday, June 24th, 2012

Total Sales: \$ _____



2012 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 - \$800.00
- 10 x 20 space - \$900.00
- 20 x 20 space - \$1000.00

Total Space Fee: _____

ELECTRICAL OUTLETS: The use of electrical system is optional. Please note that portable generators may NOT be brought on site. 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 - \$125.00 each
- ____ x 20 AMP outlet or direct connection - \$175.00 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, it must meet all municipal fire regulations.

- 10 x 10 tent rental - \$175.00
- 10 x 20 tent rental - \$250.00
- 15 x 15 tent rental - \$325.00
- 20 x 20 tent rental - \$400.00

Total Tent Fee: _____

EXTRA OPTIONS:

- 6' Table (no linen) - \$20.00
- Folding Chairs - \$10.00
- 6' 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

Total Extra Fee: _____



ADVERTISING OPPORTUNITIES:

Program Advertisement: 80,000 distributed mid-June

| Quantity | Page | Size (WxH) | Price |
|--------------------------|---------|------------------|---------|
| <input type="checkbox"/> | Full PG | 10 1/2 x 15 | \$2,999 |
| <input type="checkbox"/> | 1/2 PG | 10 1/2 x 7 1/2 | \$1,999 |
| <input type="checkbox"/> | 1/4 PG | 5 1/16 x 7 1/2 | \$1,499 |
| <input type="checkbox"/> | 1/8 PG | 5 3/16 x 3 11/16 | \$999 |
| <input type="checkbox"/> | 1/16 PG | 2 7/16 x 3 7/16 | \$499 |

Total Program Advertisement Fee: _____

E-Newsletter Advertisement: 5,000 distributed monthly

| Months | Size (WxH) | Price |
|--------|----------------|---------|
| 12 | 2 3/8 x 1 3/16 | \$1,999 |
| 6 | 2 3/8 x 1 3/16 | \$1,499 |
| 3 | 2 3/8 x 1 3/16 | \$999 |
| 1 | 2 3/8 x 1 3/16 | \$499 |

Total E-Newsletter Advertisement Fee: _____

Website Advertisement: 12,500 unique views per month

| Months | Size (WxH) | Price |
|--------|----------------|---------|
| 12 | 2 3/8 x 1 3/16 | \$1,999 |
| 6 | 2 3/8 x 1 3/16 | \$1,499 |
| 3 | 2 3/8 x 1 3/16 | \$999 |
| 1 | 2 3/8 x 1 3/16 | \$499 |

Total Website Advertisement Fee: _____

Sub Total: _____

13% HST: _____

Grand Total: _____



All items are rented subject to availability. The Festival only accepts **CERTIFIED CHEQUES, VISA** and **MASTERCARD** payments. Please make **certified cheques** payable to the **Ottawa Dragon Boat Festival**. Applications are first-come first-served. The deadline for payment is April 30, 2012. Space is limited. This Agreement shall only become effective once it has been signed by the concessionaire 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 _____, 2012.

Tim Hortons Ottawa Dragon Boat Festival:

Concessionaire:

Per: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

APPLICATION CHECKLIST : Please include the following with your signed application form:

1. Completed and signed application.
2. A copy of your insurance policy, minimum two million (\$2,000,000) dollars liability.
3. Payment:

A. Subtotal:

Space Rental Fee \$ _____ Electrical Outlets \$ _____ Tent Rental \$ _____

Extras \$ _____ Program \$ _____ E-Newsletter \$ _____ Website \$ _____

HST \$ _____

B. Total Payable to the **Ottawa Dragon Boat Festival** _____