

# Vendor Terms and Conditions

In consideration of the fees paid, The Corporation of the City of Burlington ["City"] hereby grants [legal name of vendor] ["Vendor"] a revocable, exclusive, and non-transferable licence to occupy and use the space as identified ["Licensed Area"] on event day, for the purpose of exhibiting or selling goods and/or services or of providing an activity as approved in advance by the City and subject to the following terms and conditions:

1. **SET-UP TIME.** The Vendor shall arrive between designated vendor arrival hours on event day, to be shown its Licensed Area and to obtain any further information regarding set-up. If the Vendor wishes to set-up a tent or trailer, then the Vendor must set-up during the allocated set-up time, as per the event. The Vendor must be at the event site, set-up and ready to operate one hour prior to event start. No vehicles will be permitted at the event site after one hour prior to event start time.
2. **OPERATING HOURS.** The Vendor shall be present at the event during the operating hours. Only the City can alter the operating hours.
3. **BOOTH MAINTENANCE.** The Vendor shall ensure that its Licensed Area, including its booth, is clean, passes a health department inspection and meets any other health and safety requirements. The Vendor shall ensure that its booth is staffed during the operating hours of the event and the Vendor shall remain on-site for the duration of the event. The City, Halton Region, or any administrative authority (e.g. Electrical Safety Authority) may access and inspect the Licensed Area, including the booth, at any time before, during or after the event.
4. **BOOTH OPERATION.** The Vendor shall not operate any other business or activity and shall not exhibit or sell any other goods or services other than as listed on the Vendor's application and as approved by the City in a confirmation email. The City may remove or cause to be removed from the Licensed Area any item(s) that have not been approved by the City. The Vendor shall not fundraise or solicit funds under any circumstance. No out-of-booth selling or soliciting is permitted of goods or services and/or raffle tickets. The vendor shall not have any tent, vehicle or signage that references any organization, company or person other than the name of vendor.
5. **PRODUCT SALES.** Marketplace vendor spaces are licensed to sell to the event attendees. Activity Provider vendors are promotional spaces and not licensed to sell products, memberships etc to the attendees.
6. **VENDOR CATEGORIES.** If a booth is designated as a Activity Provider (including not for profit), then no products can be sold and no fundraising is permitted.
7. **TEAR-DOWN OF BOOTH.** The Vendor shall commence tear-down of its booth after the end of the event, weather conditions permitting. Early tear-down is only permitted if the Vendor has depleted its supply of goods and is unable to continue sales or to provide samples or activities. The Vendor must obtain approval from the City before an early tear-down. If approved, then the Vendor shall carry its equipment to its vehicle as vehicles are not permitted at the event site during the event.
8. **ALCOHOL AND SMOKING.** The Vendor shall not bring or consume alcohol and shall not smoke at the event site at any time.
9. **PROHIBITED PRIZES.** The Vendor shall not sell or give away any knives, guns or drug paraphernalia, either real or imitation, as toys or prizes.
10. **FOOD AND BEVERAGE.** The Vendor acknowledges that there is no exclusivity on food or beverage items. If the Vendor wishes to provide food or beverages at the event, then the Vendor shall complete the food vendor application, which requires registration with and compliance of standards of the Halton Region Health Department.
11. **FOOD CARTS.** The Vendor shall ensure that food carts have BBQ mats or another suitable drip catcher under the cart at all times. Only one food cart is permitted on each 10'x10' location.

12. **EVENT GREENING.** The Vendor shall use compostable products; as Styrofoam or non-recyclable material is not permitted. The Vendor shall comply with the City's event greening program. The Vendor shall ensure that any consumables it uses are biodegradable or recyclable. The City will provide a list of products, such as containers and utensils, which meet the criteria for biodegradability and recyclability, via the City of Burlington Green Vendor Agreement. No vendor is permitted to distribute or sell bottled water.
13. **WASTE DISPOSAL.** The Vendor shall dispose of all waste in the appropriate waste and recycling bins. The Vendor shall be responsible for cleaning any grease or grease residue that has been left on the grass or boardwalk areas after the event has ended.
14. **TOWING.** The Vendor shall be responsible for arranging and paying for the use of any towing services that may be required during the set-up or tear-down of the Vendor's booth. The City will not make any arrangements for any towing services on behalf of the Vendor. All traffic in and out of the event site will be controlled by the City and/or the Halton Regional Police Service.
15. **ALTERATIONS.** The City may relocate or alter the Licensed Area at any time. The Vendor shall not make or erect any installations, alterations, modifications or additions in or to the Licensed Area without the prior written consent of the City. The Vendor shall do nothing in, from or out of the Licensed Area which will be or result in a nuisance.
16. **DAMAGE.** The Vendor shall promptly compensate the City for any damage to the Licensed Area, to the surrounding premises or to City property if such damage was caused by or attributable to the acts or omissions, including theft, malfeasance or negligence on the part of the Vendor or of its employees, contractors, guests or invitees. The Vendor will be prohibited from participating in any other City events until such damage is rectified to the satisfaction of the City.
17. **CANCELLATION OR TERMINATION.** The City may cancel or terminate these terms and conditions at any time, including during an event for any reason whatsoever. Cancellation or termination is effective immediately upon notice to the Vendor or a designate either verbally or in writing. The City will not be liable for any damages or losses suffered by the Vendor or others for such cancellation or termination.
18. **COMPLIANCE WITH LAWS.** The Vendor shall comply with and shall ensure that any person attending the Licensed Area complies with: (a) federal and provincial laws and regulations; (b) municipal by-laws, policies and procedures; (c) the fire plan for the event site; (d) the emergency plan for the event; and (e) any orders or directives of the Director of Parks and Recreation or his/her designate.
19. **INSURANCE.** The Vendor shall obtain and maintain in full force and effect general liability insurance covering the activities and occupancy as described herein. The policy will be extended to include bodily injury and property damage, tenant's legal liability, medical payments, and contractual liability to a limit of no less than \$2 million per occurrence. The policy will include a cross liability and severability of interest clause and be endorsed to name The Corporation of the City of Burlington as an additional insured. The policy of insurance will: (a) be written with an insurer licensed to do business in Ontario; (b) be non-contributing with and will apply only as primary and not excess to any other insurance or self-insurance available to the City; and (c) contain an undertaking by the insurers to notify the City in writing not less than 30 days of any change, termination or cancellation of coverage. Any deductible amounts will be borne by the Vendor. No less than 30 days prior to the commencement of the event, the Vendor shall provide proof of insurance unless otherwise approved by the Director of Parks and Recreation or his/her designate. Proof of insurance will be on a form of a certificate of insurance which has been signed by an authorized representative of the insurer. Depending upon the type of event, the City may require the Vendor to purchase such additional insurance coverage as the City may reasonably require. The City may request such higher limits of insurance or otherwise alter the types of insurance coverage requirements as the City may reasonably require from time to time.

20. **INDEMNITY.** The Vendor shall indemnify and hold harmless each of the City and its elected officials, officers, employees and agents from and against any and all claims, actions, demands, damages, losses, liabilities and expenses arising out of or as a result of: (a) any breach, violation or non-performance of these terms and conditions on the part of the Vendor; (b) any damage to City property occasioned by the use of the Licensed Area by the Vendor or its employees, contractors, guests and invitees; (c) any injury to, illness of or death of any person or any damage to property or other losses arising from or resulting from the use of the Licensed Area by the Vendor or its employees, contractors, guests and invitees; (d) any act or omission, including theft, malfeasance or negligence, on the part of the Vendor or its employees, contractors, guests, and invitees; or (e) any breach of any intellectual property rights arising from or resulting from the use of the Licensed Area.
21. **RELEASE.** The Vendor agrees to use the Licensed Area at its sole risk. The Vendor agrees that the City, regardless of negligence or alleged negligence on the part of the City, shall not be liable for and hereby releases, remises, and forever discharges each of the City and its elected officials, officers, employees, and agents from: (a) any and all claims, actions, causes of action, damages, demands for damages, and other liabilities for or related to: (i) any injury to, illness of or death of the Vendor or its employees, contractors, guests, and invitees; and (ii) any loss or theft of or damage to any property however caused in or about the Licensed Area owned by the Vendor or its employees, contractors, guests and invitees; (b) any act or omission (including theft, malfeasance or negligence) on the part of any employee, agent or contractor employed or retained by the City from time to time to perform any maintenance or other work in or about the Licensed Area; and (c) any indirect, special, remote, consequential and economic damages.
22. **GENERAL PROVISIONS.** Nothing in these terms and conditions are intended to make either party an agent, legal representative, subsidiary, joint venture, partner, fiduciary or employee of the other for any purpose. Neither party will make any express or implied agreements, guarantees or representations on behalf of the other. These terms and conditions constitute the entire agreement between the parties relating to the subject matter hereof and cancel and supersede any prior understandings and agreements. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth herein. These terms and conditions are governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Time is of the essence. If any provision herein is held to be invalid, void or unenforceable, then the remaining provisions will nevertheless continue in full force and effect without being impaired or invalidated in any way. The waiver by the City of a breach of any provision herein will not operate as a waiver of any other breach. No delay or failure of the City to exercise any right or remedy will operate as a waiver. In any dispute over the meaning, interpretation, validity or enforceability of these terms and conditions, there will be no inference, presumption or conclusion drawn whatsoever against the City by virtue of that party having drafted these terms and conditions. The Vendor shall not assign or transfer any or all of its rights or its duties or obligations hereunder.