

2019 Vendor Opportunities

Canada Day Celebrations



Burlington Events
Sponsor | Volunteer | Attend | Participate

www.burlington.ca/events
festivalsandevents@burlington.ca
Event Info: 905-335-7600 ext.7422

live&play

CITY OF
Burlington



Celebrate our nation!

Event Overview

This family event is celebrating its 29th year and the birthday of our country. Be part of this great event that features entertainment, crafts and food on our beautiful waterfront. Burlington's Canada Day is Burlington's largest one-day event.

Event Goals and Objectives

1. To provide a high quality, free event for residents of Burlington.
2. To provide fun in a safe environment for families to enjoy a day of discovery, creative and interactive play.
3. To promote community spirit and awareness of local businesses that target this group or offer similar services.

Target Markets: Young families and seniors

Expected Attendance: 60,000

Date: Monday, July 1, 2019 from 2 to 10 p.m.

Location: Spencer Smith Park, 1400 Lakeshore Rd., Burlington, Ont.


This is your organization's opportunity to get involved in this event and celebrate with the community. Please review the following options to get some ideas of how your organization can be involved. If you have any questions or are unsure how your organization can contribute to the event, please contact us. We can customize a package that's just right for you!

Thank you,

City of Burlington, Festivals & Events Unit
905-335-7600, ext. 7422
festivalsandevents@burlington.ca
www.burlington.ca/canadaday

 Burlington Parks & Rec

 @BurlEvents

 burl_parksrec

live&play

CITY OF
Burlington



Vendor Opportunities

Your booth will include: one 10x10 or one 20x20 space

Vendor Fees (Rates include HST.)

| | | | |
|--|--|------------------------|------------|
| Activity Provider Corporate 10' x 10' space | The Activity Provider will provide a FREE activity to participants of the event. This will enable them to have one-on-one interaction with event visitors and potential customers. The business will not be permitted to sell any products at the event. | Full-day: 2 to 11 p.m. | \$338.88 |
| | | Half-day: 2 to 6 p.m. | \$338.88 |
| Activity Provider Non-Profit 10' x 10' space | The Non-Profit activity provider will provide a FREE activity to participants of the event. The space is to be used for awareness and the organization will not be permitted to sell products or fundraise at the event. | Full-day: 2 to 11 p.m. | \$230.52 |
| | | Half-day: 2 to 6 p.m. | \$230.52 |
| Craft Vendor 10' x 10' space | The Craft Vendor will sell craft items; this does not include pre-purchased souvenirs or merchandise. All products to be sold must be 100% handmade by the artist. Please attach a photo of your products with your application. | Full-day: 2 to 11 p.m. | \$254.14 |
| Food Vendor 20'x20' space | The Food Vendor will sell food and beverages at the event. Please attach your menu with your application. Vendor must comply with the City's Green Vendor Agreement. | Full-day: 2 to 11 p.m. | \$508.28 |
| Marketing Firms 10'x10' space | The Marketing Firm will offer product sampling at the event, to a maximum of two product samples per booth. Mascots and branded tents are permitted. | Full day: 2 to 11 p.m. | \$1,548.43 |
| Marketplace Vendor 10'x10' space | The Marketplace Vendor will sell unique, high quality merchandise at the event. Please attach a photo of your products with your application. | Full-day: 2 to 11 p.m. | \$508.28 |



Vendor Application

**APPLICATION DEADLINE:
Wednesday, May 1, 2019**

Contact Person:

Company/Organization Name:

Address:

Email: Phone:

Signature: Date:

Describe the free activity you are proposing:

- Balloon art
- Craft
- FacePainting
- Temporary tattoos

Other:

Details of all merchandise/food* you would like to sell:.....

.....
.....

*Food Vendor Application confirmation number from Halton Region Health Department:

Insurance certificate attached

Insurance Company:

Policy Number:

Liability Coverage Amount:

Please note: All vendors must provide a copy of their insurance certificate when registering.

The organizer reserves the right to refuse any application. Location preferences are reviewed in order of acceptance and are not guaranteed. Your participation may be refused if your application differs from your on-site booth set-up or does not meet Health and Safety requirements. Payments will be required upon approval of application. A separate form will be provided.

I have carefully read the attached Application Terms and Conditions, and the Vendor Terms and Conditions, on pages 5-8 and agree to be bound by them.

Applicant Signature: Date:



Payment Information

**APPLICATION DEADLINE:
Wednesday, May 1, 2019**

Payment is due at time of booking.
 No refunds will be processed after May 1, 2019.
 No refunds will be given due to inclement weather.
 Post-dated cheques are not accepted.
 HST is included in all rates.

| | | |
|------------------------------|------------|----|
| Activity Provider | \$338.88 | \$ |
| Food Vendor | \$508.28 | \$ |
| Marketing Firm | \$1,548.43 | \$ |
| Marketplace Vendor | \$508.28 | \$ |
| Non-Profit Activity Provider | \$230.52 | \$ |
| Hydro | \$25 | \$ |
| Water | \$25 | \$ |
| Total Fees Due | | \$ |

| | |
|--------------------------------|----------------------------------|
| Type of booth: | |
| <input type="checkbox"/> Table | <input type="checkbox"/> Trailer |
| <input type="checkbox"/> Tent | <input type="checkbox"/> Other: |

| | |
|--|---|
| Event time frame: | |
| <input type="checkbox"/> 2-6 p.m. [half-day] | <input type="checkbox"/> 2-11 p.m. [full-day] |

Billing Information

| |
|--------------------------------|
| Name: |
| Address: _____ _____ |
| Phone: |
| Fax: |
| Email: |

| |
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| Method of payment, payable to the City of Burlington |
| <input type="checkbox"/> American Express |
| <input type="checkbox"/> MasterCard |
| <input type="checkbox"/> VISA |
| <input type="checkbox"/> Cheque |
| <input type="checkbox"/> Money Order |
| <input type="checkbox"/> Cash |

If paying by credit card, please fill in the attached payment form.

| |
|---|
| <input type="checkbox"/> Hydro requirements. Please provide a brief summary: |
| _____ |
| _____ |
| _____ |



Application Terms and Conditions

1. Submission of a vendor application package does not guarantee that the vendor will be offered an opportunity to participate at the event. Applications will be reviewed by the City's events staff. Vendors will be notified of their acceptance or non-approval by the City's events staff.
2. To submit a vendor application package, the vendor must be in good standing, must not have violated any rules or regulations, must not have been previously banned from an event and must have paid all fees.
3. Payment of fees is required by cheque, money order or credit card and must be submitted with the completed and signed application, insurance certificate and Food Vendor Application confirmation number from the Halton Region Health Department. All NSF cheques will be charged a \$40 administration fee.
4. Cancellation of an application will only be accepted before 4:30 p.m. on Wednesday, May 1, 2019. Any cancellation after this time will not be eligible for a refund.
5. The City may restrict the number and the type of vendors and may select vendors who best meet the needs of the event as determined by the City's events staff.
6. Preference may be given to vendors who have an excellent history of service and who adhere to the application guidelines in a timely and efficient manner.
7. A vendor placement may not be in the space that has been requested in the application or may not occupy the same space as in previous years.
8. If the vendor's application is accepted by the City's events staff, then the vendor will be required to agree to and comply with the Vendor Terms and Conditions.
9. Prior to the event, vendors will be sent an email detailing set-up, tear down and parking instructions. If applicable, vendors will be required to complete a Food Vendor Application from the Halton Region Health Department.
10. Tables, chairs or tents will not be provided to vendors by the City.
11. The vendor must inform the City in advance if the vendor requires any hydro or potable water at the event. Hydro is \$25 for a standard 120V/15 Amp outlet and water is \$25. Access to services will be within 100 feet of the vendor's space. It is the vendor's responsibility to provide an extension cord for the hydro outlet.



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 July 1, 2018 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:

- SET-UP TIME.** The Vendor shall arrive between 11 a.m. - noon on Monday, July 1, 2019, 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 before 1:30 a.m. on Monday, July 1, 2019. No vehicles will be permitted at the event site after noon on Monday, July 1, 2019.
- OPERATING HOURS.** The Vendor shall be present at the event during the operating hours from 2 to 10 p.m. Only the City can alter the operating hours.
- 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.
- 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.
- DESIGNATED BOOTH.** If a booth is designated as a “non-profit booth”, then no products can be sold and no fundraising is permitted.
- 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.
- ALCOHOL AND SMOKING.** The Vendor shall not bring or consume alcohol and shall not smoke in the Licensed Area or at the event site at any time.
- PROHIBITED PRIZES.** The Vendor shall not sell or give away any knives, guns or drug paraphernalia, either real or imitation, as toys or prizes to children.
- 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.



10. **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.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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.
18. **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.



19. **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.
20. **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.
21. **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.



ATTENTION: Festivals & Events Office

426 Brant Street, P.O. Box 5013, Burlington, ON L7R 3Z6
Telephone: (905) 335-7600 ext. 7422 Fax: (905) 335-7756

Name: (Mr. / Mrs. / Ms.): _____

Address: _____ Apt #: _____

City: _____ Prov: _____ Postal Code: _____

Primary Phone: _____ Secondary Phone: _____

Fax No: _____

Signature of Contact Person

=====

Card Holder Name: (please print): _____

Signature: (not valid unless signed) _____

Date: ____ / ____ / ____
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Expiry Date:

CVV#

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Personal information contained on this form is collected under the authority of the Municipal Act, 2001, S.O. 2001, c.25 and will be used for the purposes of accepting and processing payments to the City of Burlington. Questions about this collection should be directed to: Finance Department Attn: Accounts Receivable, 426 Brant Street, Burlington, ON 905-335-7600 ext. 7649 or toll free at 1-877-213-3609 ext. 7649