



2017 – Commercial Vendor – Application Form

Company:	
Contact Person:	
Mailing Address:	
City:	Postal Code:
Phone:	Cell:
Email:	
Website:	
Culture you are representing (if applicable):	
Description of <u>all</u> items being sold (use separate page if needed):	
<input type="checkbox"/> Non-refundable Vendor Application Fee \$30.00 Included with application <input type="checkbox"/> Booth space rental (10x10 ft) \$175.00 <input type="checkbox"/> Additional spaces (\$175.00 each) \$_____	
Cancellation Refund Policy No shows: A 75% refund of \$175.00 will be given with a writing request received by the first of May, if the space can be filled from an approval waiting list. <u>NO refunds will be given for any request received after May 1, 2017</u>	
TOTAL DUE: \$ _____	
Electric service (110v)	<input type="checkbox"/> Required <input type="checkbox"/> Not required
One table & Two Chairs	<input type="checkbox"/> Required <input type="checkbox"/> Not required
Proof of Liability Insurance	<input type="checkbox"/> Included with application (if not included, due by May 1 st)

The \$30 application fee must accompany this form.

Full payment is due by **March 31th, 2017**. Proof of insurance due before **May 1st, 2017**.

Make cheques payable to: Guelph & District Multicultural Festival Inc.

I, the undersigned adult, agree to hold the GDMF and its board members and staff, while acting within the scope of their duties, harmless from all causes of actions, demands and claims, including the cost of their defense, arising in favor of myself, participant or third party on account of personal injuries, death or damages to property arising out of activities at the premises and in any way connected with activities of myself or my participation in the GDMF Festival, except for those acts or omissions which are the sole negligence of the GDMF.

I certify that I have personally read and understand this waiver and release. I also certify that I have received a copy of and agree to abide by the GDMF Rules and Regulations.

Print Name of Vendor: _____

Signature: _____ **Date:** _____

**** I acknowledge that any pictures taken during the Festival Weekend will be used for marketing purposes for the Multicultural Festival.**

Signature: _____ **Date:** _____



Craft and Commercial Vendor Rules and Regulations Multicultural Festival - June 9, 10, 11, 2017

The Vendor agrees to each and all clauses set forth in this agreement and identified in the Guelph & District Multicultural Festival Inc. application herein incorporated by reference. Failure by the Vendor to abide by any clauses set forth in this agreement of the Festival, gives Guelph & District Multicultural Festival Inc (hereinafter known as the GDMF) and/or the authorized agents of GDMF, the right to

- (1) Immediately terminate this agreement
- (2) Require the Vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and
- (3) Forfeit any and all fees paid to GDMF for the right and privilege of participating as a Vendor of the GDMF Festival. No clauses of this agreement may be changed in any way or altered without the written, signed permission of GDMF.

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1. **Vendor agrees to obey all rules and instructions** as directed by the Vendor Coordinators during the festival weekend; any failure to strictly adhere to such instructions may result in the immediate termination of this agreement and immediate forfeiture of any and all fees paid to the GDMF.
 2. GDMF agrees to provide each the Commercial Vendor with a **10 x 10 space** in the International Marketplace at Riverside Park in Guelph. GDMF will provide 1 table and 2 chairs, if the vendor needs more they must provide their own. The Vendor must provide their **own tents**, and **extension cords** (if electrical power is requested).
 3. Out of fairness and consideration of all Festival participants, Vendor acknowledges and agrees to only utilize such space contained within the confines of its booth, and not to **extend beyond 18 inches directly in front of its booth**, for any sales, distribution, or other solicitation by GDMF participant(s).
 4. In the event the Vendor **fails to appear** at the Festival and claim their reserved space by 5:00 PM Eastern Time Zone, on Friday, June 9, 2017 GDMF reserves the right to assign, and/or to resell, such space to another prospective Vendor without further notice, nor refund, to the undersigned Vendor.
 5. **Household pets, amplified sound, barbeque grills, within or around your designated booth space is strictly prohibited.** Any violation herein shall be considered a material breach of this agreement by the Vendor and shall result in immediate termination of this agreement by the Vendor and shall result in immediate termination of this agreement and forfeit of all fees paid to GDMF.
 6. Vendor agrees and acknowledges abiding by all directions by GDMF which seeks to **protect the environment and infrastructure of Riverside Park and the safety of Festival patrons.** Vendor hereby acknowledges its liability, and agrees to compensate GDMF, for any damage(s) caused by, including but not limited to, its representatives, agents, employees, volunteers, members, vehicles, equipment, materials, objects to the environment and infrastructure of the park which causes the Festival to pay for the repair, replacement, or other remuneration to the City for such damage.



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7. The vendor acknowledges and agrees that any **material of a religious nature shall NOT be displayed** in accordance with the policies associated with the GDMF. The display, posting of, or distribution of religious material within your vendor booth or within the park must not be carried out without the prior consent of the Commercial Vendor Coordinators. Failure to comply with this condition may be cause for your removal from the park.
8. **Vendor shall not display, offer for view or sell any illegal or contraband items.** The laws of the Province of Ontario and local ordinances of the Guelph & Wellington County shall control. Vendor shall not display, offer for view or sell any items that are unlicensed and/or copies/interpretations of licensed or registered items.
9. **Vendors shall not sublet their space to anyone.**
10. **Vendor acknowledges and understands that they are responsible for sales and use tax and shall in no way hold GDMF or its representatives responsible for any type of permits other than the permit for the festival itself.** Vendor is responsible for the acts, and all costs associated with, any and all its employees and volunteers.
11. Cancellations / Refund Policy / No shows: A 75% refund of \$175.00 will be given with a writing request received by the first of May, if the space can be filled from an approved waiting list. **NO refunds will be given for any request received after May 1, 2017.**
12. GDMF will provide overnight security at the festival site on Friday, June 9th and Saturday, June 10th; however, GDMF accepts no responsibility for items left overnight. **Vendors are solely responsible for the security of all items in their booth at all times.**
13. GDMF makes no representation or guarantees towards actual **festival attendance.**
14. GDMF reserves the right to place Vendors in a booth location at the complete discretion of GDMF. **GDMF shall have sole and complete authority to place the participant in any location on the festival grounds.**
15. Vendor upon vacating their booth space will ensure that such space shall be free of any and all trash or refuse with such being placed in the appropriate containers. Failure of the **Vendors to clean their booth site** may result in the future denial of Vendor participation.
16. Vendor participate certifies that it maintains adequate **liability insurance** (participants should carry a minimum liability limit of no less than \$1 million dollars). The vendor further certifies that they have added GDMF as additionally insured on their liability policy. If you need help attaining liability insurance please contact the Vendor Coordinators. **Proof of insurance is required by May 1, 2017.**
17. If a Vendor is having their rented delivered to Riverside Park, **it is the Vendors responsibility to ensure the rental company knows who the tent is for and where to place it.** If you will not be present when the tent is delivered, please inform the Vendor Coordinators that you are having a tent (or any other rental items) delivered.