

# GENERAL VENDOR TERMS AND CONDITIONS

Please read the following Terms and Conditions carefully before completing and submitting your application. You are encouraged to apply as soon as possible as vendor space is limited.

## 1) PAYMENT METHODS

Payment Methods Payment must be made online. Upon approval of the application, the vendor will receive an email with instructions on how to continue with the payment process

## 2) APPLICATION ACCEPTANCE AND SITE CONFIRMATION

Applications and site will be confirmed through e-mail or by phone, upon receipt of the **completed application forms and receipt of payment.**

## 3) CANCELLATION POLICY

No refunds will be provided for cancellation of a reserved space, whether a voluntary cancellation by the vendor, or if the vendor is removed from festival grounds whether or not in violation of the Terms and Conditions.

## 4) SECURITY

Overnight security will patrol Seacliff Park. The vendor is responsible for his/her merchandise and booth throughout the festival weekend. It is important to note that the Hogs For Hospice Motorcycle Rally is not responsible for vendor products, equipment, and other possessions.

## 5) HOURS OF OPERATION

This festival is a three day outdoor event, which proceeds regardless the weather. All booths must operate in accordance with the following:

- Friday, August 2, 2024 5:00pm to 11:00pm
- Saturday, August 3, 2024 9:00am to 11:00pm
- Sunday, August 4, 2024 9:00am to 5:00pm

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## 6) ADMITTANCE CRITERIA

Festival admittance is at the sole discretion of the Executive Committee for Hogs For Hospice Motorcycle Rally. In addition to compliance with these Terms and Conditions, and pertaining application, the following also affect admittance:

- i) vendor reputation with the festival
- ii) previous experience at the festival
- iii) receipt date of application
- iv) Too many of the same vendor types (ex. Lemonade stands, Same motorcycle clubs or chapters, etc.)

## Festival Rights

- 1) Limited Items: the festival will limit the number of vendors selling a common item.
- 2) Deny Applications: the festival can refuse a vendor application for any reason.
- 3) Festival Merchandise: the festival has the exclusive right to the sale, distribution, and promotion of all goods and paraphernalia featuring the festival trademarks, logos, characters and brands.

## Prohibitions

Weapons of any kind, knives, or items deemed unsafe, however presented or displayed; on t-shirts, hats, belt buckles, and/or any other items are strictly prohibited. If these prohibitions are violated, immediate removal from the site will take place.

**7) BOOTH LOCATIONS** Booth locations on site grounds are on a price basis. Booth locations closer to the Stage are priced higher. See Vendor Location Price map.

## 8) BOOTH SETUP AND TAKE DOWN

- i) Setup will take place on Friday, August 2 between 9:00am and 3:00pm. Inspection will be between 3 and 5pm.
- ii) Take down and removal will take place on Sunday, August 4 after 5:00pm.
- iii) Disassembly of booth before 5:00pm is **NOT PERMITTED** unless otherwise granted.

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## 9) VENDOR SERVICE AND DELIVERIES

All product and, service deliveries, and re-supply must be conducted by hand or handcart. No vehicles of any kinds are permitted on landscaped areas at Seacliff Park. Festival and emergency vehicles are excepted from this provision.

## 10) VENDOR

Vendors must park in designated 'vendor parking' areas ONLY. Vendors will receive 1 FREE parking pass displaying their license plate number, in which must be displayed on the front dash; visible from the front windshield. Vendor related vehicles found on landscaped areas of Seacliff Park will be towed at owner's expense. All other employees of your booth must park in the public parking lots located on Sherk street and walk in.

## 11) VENDOR SITE INFORMATION

Vendor site number will be provided by phone or by email. Overnight camping or tenting on Seacliff Park grounds is STRICTLY PROHIBITED. All vendors are responsible for any and all permits, licensing and insurances, with respect to their products, sales and services, including vendor licensing and health permits. All vendors must provide the names and contact information of those who will be working the booth the weekend of the festival. Food vendors shall maintain strict compliance with all food related municipal, provincial, and federal health laws and regulations. Food vendors shall also provide proper flooring, required by law, in food preparation space(s). All Vendors are to have an ABC Fire Extinguisher in good working order at their own booth. Must not be shared.

## 12) CERTIFICATE OF INSURANCE

All exhibitors must possess their own insurance coverage for their possessions, materials, equipment, and products while on site.

## 13) WINDSOR-ESSEX COUNTY HEALTH UNIT

Food vendors must provide the 'Windsor Essex County Health Unit Food Vendor Application Form', marked as approved.

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## 14) CERTIFICATION OF COMMERCIAL COOKING EQUIPMENT

- i) Applicants must advise the Leamington Fire Department of plans to bring flammable liquids and gases on site.
- ii) Applicants must obtain and furnish their 'Certificate of Inspection' (TSSA documentation), marked **as approved**.
- iii) Booths with flammable liquids or gases must possess fire extinguishers, and must setup this equipment 15 feet away from tents.
- iv) Tents with open flames must be approved for 'Flame Spread Ratings'.

## 15) LIABILITY

All vendors must execute the 'Hold Harmless Agreement' in favour of the Municipality of Leamington.

## 16) HEALTH AND SAFETY, FIRE

All vendors must adhere to the Health and Safety laws, rules, and regulations. The Hogs For Hospice Motorcycle Rally Health and Safety Inspector may offer advice to vendors in violation, for corrective actions on the part of the vendor.

All vendors are required to have a 2A10 BC FIRE EXTINGUISHER on site at all times. Please come with one!

## 17) VENDOR APPROVED SPACE

Extensions, awnings, poles, guide wires, pegs, tables, etc., shall be contained within the total site, keeping aisles and walkways clear and unobstructed. The vendor is contracting for the use of space at Seaclyff Park as indicated on the application. All activities, promotions and/or sales must take place within this space. Any activities outside of this space, at any Festival venue, are expressly forbidden. Vendors exceeding approved site space may be either relocated, or have their site application cancelled with removal from the grounds; either action occurs without refund or other consideration. All products and services shall be displayed within the boundaries of tents and tables. No displays are permitted outside the site's measured space area.

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## **18) WATER**

Ensure that water connection secures to a standard hose bib connection, which must be of a white potable type hose. The Health and Safety inspector will verify the water hose connection and type, and may request new water supply hose if the one you provide is not sufficient.

## **19) ELECTRICITY**

High power is limited, and available on a first come first serve basis. No generators will be provided. If you need to use your own generator, approval from the Hogs For Hospice Motorcycle Rally is needed. We supply up to 220/240 amp twist locks at our disconnect locations.

## **20) OUTSTANDING PAYMENTS**

Any outstanding payments from previous year will result in application rejection for current year until payment has been made.