

CANADA DAY CHILLIWACK

CELEBRATION AT TOWNSEND PARK VENDOR APPLICATION FORM 2020

City of Chilliwack

8550 Young Rd, Chilliwack, BC V2P 8A4
Chilliwack.com/CanadaDay
CanadaDayChilliwack.ca

Ted Chu Community Coordinator

604-793-2749 chu@chilliwack.com

CONTACT INFORMATION

Organization Name:

Phone Number:

Contact Name:

Cell Phone Number:

Address:

E-Mail:

City:

Postal Code:

Website:

DESCRIPTION OF YOUR ORGANIZATION

FOOD / BEVERAGE

NON-PROFIT

SMALL SHOPS

COMMUNITY GROUPS

Describe the products and services you wish to sell or showcase:

TERMS, CONDITIONS, AND AGREEMENT

VENDOR SELECTION

The City of Chilliwack 2020 Canada Day Celebration (the "Event") will be held WEDNESDAY JULY 1, 2020. The Event will operate from 9:00 AM - 11:00 PM.

Food vendors will operate from 11:00 AM to no later than 11:00 PM.
Market vendors will operate from 11:00 AM to 4:00 PM.

Vendors for the Event are selected based on their application submission together with the Event needs and exclusivity/supplier arrangements. Submission of this application does not guarantee acceptance. Vendors will be contacted to confirm their participation in the Event, or otherwise.

Vendors who have been selected to participate in the Event will be notified by email and will indicate acceptance with a signed release and waiver of liability that must be returned to the City of Chilliwack.

FEES

Approved Non-Profits & Community Groups - No Charge
Small Shops - \$75
Food Vendors - \$200

FOOD VENDORS

Single lot size is 20 feet wide by 15 feet deep.
Double lot size is 40 feet wide by 15 feet deep. Double lots are subject to availability and an additional charge of \$200

SMALL SHOPS, COMMUNITY GROUPS & NON-PROFITS

Single lot size is 10 feet by 10 feet.

Lot sizes noted above are the maximum fixed sizes for the stated fee. Vendor booths exceeding their allocated lot size will be subject to additional fees.

Vendor minimum fee is payable by cheque and MUST be received by MAY 30, 2020. Only those vendors approved in writing as Canada Day Vendors will have their payments processed. There will be no refunds provided as this Event is a rain-or-shine event.

In the event Vendor fails to (i) submit payment as outlined herein; or (ii) attend the Canada Day Celebration event, regardless of cause, the Vendor fee will not be returned.

ADDITIONAL SERVICES

Any requests by the Vendor for special services to be provided in addition to the services listed in this Agreement may be subject to additional fees at the City of Chilliwack's discretion.

BOOTH RESTRICTIONS AND SAFETY

Alcohol sales and consumption of alcohol by vendors is not permitted.

Vendor booths must be portable and equipped with all required appliances and safety devices in compliance with local laws and regulations. Weights required to secure/support tents must be provided by the Vendor. Please note that absolutely no stakes can be made within the grounds anywhere on the fields.

Vendors with small pop-up tents must ensure the tent is fire rated if there is an open flame or grease present in the tent. Booths/tents that have open flames or hot grease must also have fire extinguishers present in the booth/tent.

Vendors must ensure appropriate operational and safety requirements are met relating to the provision of their goods and services including compliance with FoodSafe & Fire Department requirements.



VENDOR GUIDELINES

1. Move-In / Move-Out Times

All booths must be set-up between 9:00 am and 10:00 am and all vehicles MUST be removed from the marketplace by 10:00 am.

All booths must be dismantled and removed at the following times:

Non-profits, Small Shops, and Community Groups only at 4:00 pm.

Food/Beverage Vendors at 11:00 pm or as deemed by City of Chilliwack or Event Coordinator to be safe for all visitors on our grounds.

Food/ Beverage vendors are required to stay until 10:00 PM at minimum and must provide their own lighting.

2. Booth Space & Sound

Vendors must not extend their displays beyond the space allotted. Any Vendor wanting to use sound equipment (video or audio tapes) will need written permission from the City of Chilliwack and should keep the volume at a minimum to avoid distracting other vendors or performers on the Canada Day main stage. Vendors are responsible for obtaining a SOCAN license.

3. Vendor Booth Operation

Vendors shall be self-sufficient and be responsible for all costs incurred in the setup operation and tear down of their booth.

All staff working in the vendor booth are the responsibility of the vendor and the vendor assumes all responsibility for their training and activities.

Provision of monetary change is the responsibility of the Vendor.

Vendors must supply their own tent, trailer truck or booth at the Event subject to City of Chilliwack or Event Coordinator approval. All specified self-contained units must be pre-approved by the appropriate authorities to supply or sell the products listed.

Where a Vendor plans to use its own generator as a power source, the Vendor will (i) supply the appropriate grounding electrode (also known as a ground rod); and (ii) ensure the noise level produced by the Vendor's generator does not interfere with other adjacent vendors or booths.

There is no additional storage space provided on site.

Vendors are expected to keep their booth clean and assist with ensuring the best possible experience for Event participants.

4. Inspections

Vendor booths equipped with electrical and mechanical systems are subject to inspection by City of Chilliwack technical personnel to ensure optimum safety and must meet all building and electrical code.

All booths are subject to inspection by a) the Fire Department, b) the Health Inspector, and c) the City of Chilliwack. Vendors are required to ensure their booth meets all standards set by all inspection authorities.

5. Signage

Vendors must display a sign with their business name on or within their allocated booth space and visible to the public at all times.

6. Licensing and Permits

Vendors are responsible for all licensing and permits and are required to provide special occasion and business licensing no later than May 30, 2020.

Small Shop vendors must display signage declaring "Not Made In a Commercial Kitchen" where applicable.

VENDOR PARKING

Vendors must: (i) maintain the grounds in a high state of cleanliness including the timely pick- up and removal off-site of animal droppings; and (ii) ensure that there is no damage to the grounds.

Vendors will be responsible to reimburse the City of Chilliwack for the cost of: (i) any repairs, and/or (ii) excessive cleaning required including garbage cleanup, arising as a result of Vendor's use of the site. A possible fine of \$500 may be levied for garbage left on-site.

GROUNDS MAINTENANCE

Vendors must: (i) maintain the grounds in a high state of cleanliness including the timely pick- up and removal off-site of animal droppings; and (ii) ensure that there is no damage to the grounds.

Vendors will be responsible to reimburse the City of Chilliwack for the cost of: (i) any repairs, and/or (ii) excessive cleaning required including garbage cleanup, arising as a result of Vendor's use of the site. A possible fine of \$500 may be levied for garbage left on-site.



USE OF TEMPORARY STRUCTURE OR OBJECTS AT CITY OWNED FACILITIES

The City of Chilliwack requires Users of City owned facilities to ensure the safe use of Temporary Structures or Objects. This will include following the Manufacturer's guidelines on the proper method of erecting and securing such Temporary Structures or Objects.

The City does not permit Users of City owned (park) facilities to secure Temporary Structures or Objects by way of spikes, or objects of a similar nature or description, inserted into the ground, for reason that these could cause damage to the field surface (ie: synthetic field surface) or underground irrigation piping. Therefore Users are required to refer to the Manufacturer's recommendation for safely and adequately securing the Temporary Structure or Object which does not require the use of spikes or objects of a similar nature or description.

The City of Chilliwack and the Event Coordinators take no responsibility for Users' failure to safely erect, secure and use a Temporary Structure or Object.

Definitions:

Temporary Structure or Object - items such as event tents, tables, air-filled objects (ie: bouncy castle, slides, etc.), or other structures or objects of a similar nature.

Users - Individual(s) or Organization using City owned facilities for an intended purpose.

City - City of Chilliwack.

Manufacturer - refers to the manufacturer of the Temporary Structure or Object.

INSURANCE

Vendors, Non-Profits, and Community Groups must provide the City of Chilliwack with a certificate of insurance no later than May 30, 2020 evidencing that the Vendor has obtained public liability with respect to the Vendor's use of the City of Chilliwack premises naming and the "City of Chilliwack" as additional insured, written on a comprehensive basis with inclusive limits of at least two million dollars (\$2,000,000) for bodily injury for any one or more persons or damage to the property of others, in respect of each occurrence, containing a severability of interest clause and cross liability clause.

Where the Vendor brings a licensed vehicle onsite from which retail operations will take place, the Vendor shall provide the City of Chilliwack with a certificate of insurance evidencing Business Automobile Liability Insurance for owned, scheduled, non-owned, or hired automobiles with a combined single limit of not less than one million dollars (\$1,000,000) per occurrence.

INDEMNIFICATION

The Vendor agrees to indemnify and hold harmless the City of Chilliwack, respective management team, directors, volunteers, contractors, and staff from any litigation as a result of their being accepted and operating a booth at the Event for any reason.

VENDOR ACKNOWLEDGEMENT

All information provided by me in this application is accurate and complete. I have read and understand this Vendor Agreement, and if selected as a vendor for the Canada Day event, I agree to abide by its terms and conditions.

Signature

Print Name

Organization / Business Name

Date (MM-DD-YYYY)

TERMS, CONDITIONS, AND AGREEMENT

In consideration of your agreement to allow me/us to participate on site prior to, during, and after the **City of Chilliwack Canada Day Celebration, July 1, 2020 (the "Event")**, I/we hereby covenant and agree on behalf of myself/ourselves, my/our heirs, assigns, personal representatives and next of kin, that:

i) I/we hereby give a **FULL RELEASE AND WAIVER OF LIABILITY OF AND FROM ALL CLAIMS** that I/we have, or may have in the future against the City of Chilliwack and/or Event Coordinators contracted by the City for any loss, damage, injury or expense that I/we may suffer as a result of my/our participation in the Event due to any cause whatsoever including the negligence of the City of Chilliwack and/or Event Coordinators contracted by the City or those associated in any way with the City of Chilliwack and/or Event Coordinators contracted by the City or the facilities at which the Event takes place, including their respective officers, directors, employers, agents, servants, volunteers, and representatives (the "Releases"), for from any breach of contract or statutory duty or other duty of care, and

ii) I/we hereby **AGREE NOT TO SUE and I/WE further agree TO INDEMNIFY, DEFEND AND SAVE HARMLESS** the Releasees from all expenses, fees, liability or damage award or cost of any type whatsoever, and howsoever arising, from my/our participation in the Event.

I/WE HAVE READ AND UNDERSTAND THIS WAIVER, RELEASE AND INDEMNITY including the giving up of my/our right to sue and other substantive legal rights.

SIGNED, SEALED AND DELIVERED this _____ day of _____, 2020.

Signature

Print Name

Organization / Business Name

THANK YOU

FOR SUPPORTING CHILLIWACK

Dear Chilliwack Supporter,

We are grateful for community partners such as your organization who help make Canada Day celebrations in Chilliwack such a special time for our city. This event promises to be yet another exciting and fun-filled day for our community.

These celebrations are made possible every year through the generous support of our partners who provide financial support, volunteers, resources, equipment and in-kind service donations to bring our community together and make Chilliwack the place to celebrate the True North strong and free.

We ask that you please consider supporting this fantastic community event. Please contact Ted Chu at 604-793-2749 for further information on how you or your organization can get involved with this event.



Ted Chu
Community Coordinator
City of Chilliwack