

ROTARY MARKETPLACE NON-FOOD VENDOR CONTRACT
WATERDOWN'S OH CANADA RIBFEST
July 1-3, 2022

Name: _____

Business Name: _____ (herein called "the Participant")

10x10 space 10x20 space Other _____ (please specify)

Tent Rental--\$250.00 YES NO, I will provide my own
(check one)

Total Fee: \$ _____ (unpaid fees subject to increase after June 15, 2022)

THIS AGREEMENT made this _____ day of _____, 2022.

BETWEEN:

**THE ROTARY CLUB OF WATERDOWN
and the ROTARY CLUB OF FLAMBOROUGH AM
herein called "the Club"
OF THE FIRST PART**

– and –

**"the Participant"
OF THE SECOND PART**

WHEREAS the Club is organizing and sponsoring an event called Waterdown's Oh Canada Ribfest (the "Ribfest" or "the Event") to be held in Memorial Park (the "Park") in Waterdown, in the Province of Ontario, on July 1-3, 2022.

AND WHEREAS the Club is desirous of contracting with the Participant for the supply and sale of goods and/or services;

NOW THEREFORE WITNESS in consideration of the mutual covenants hereinafter expressed the Parties hereto covenant and agree as follows:

1. The Participant is only authorized to sell the **following list of goods/services:**

Permission to sell all goods and services herein is strictly granted by license from the Club which may be revoked or suspended at any time if in the sole opinion of the Club the goods or services do not conform to community standards of morals or character or are not in conformity with the family-oriented nature of the Ribfest Event. The Participant agrees that upon receipt of any written revocation of such license by the Club it will vacate the Event immediately and no damages for losses of any kind or description may be claimed against the Club thereafter as a result of such revocation of license. **Cheques are to be made payable to “Oh Canada Rotary Ribfest” or E-transfer to “payment@ohcanadaribest.ca”.**
No refunds will be granted.

2. **All sales by the Participant shall be confined to the sales area assigned by the Club and no sales activity shall occur outside such limited area.** The Participant acknowledges that it will not sell products or services generally throughout the Park during this agreement. The Participant shall furnish all materials required in the sales area.
3. The Participant shall attend at the Ribfest and be open for business at **all** times during the following hours. Note that these hours are subject to approval by the City of Hamilton:

Friday, July 1, 2022 from 12:00 p.m. until 11:00 p.m.

Saturday, July 2, 2022 from 12:00 p.m. until 11:00 p.m.

Sunday, July 3, 2022 from 12:00 p.m. until 8:00 p.m.

The Participant agrees to cease sales each evening at the designated closing time as identified above.

4. The Parties agree that the Participant is restricted to the sale of the goods and services set out in paragraph 1 herein and that no other goods or services be sold. The Participant agrees to collect any taxes required on the sale of such goods and/or services and shall remit same to such governments as required by law.
The Participant shall not sell any product or service identical to or similar to any product sold by the Club or by a Club approved participant at a price which is lower than that offered by the Club or such approved participant for such product or service.
5. The Participant shall be responsible for the provision and installation of any material required in order to prevent damage to grass and other surfaces. The Participant must keep the area clean and change such material as necessary.
6. The Participant shall at all times have in force an **insurance policy** in a minimum amount of Five Hundred Thousand (\$500,000.00) Dollars covering public liability, bodily injury, food

products liability (where food products are sold), property loss and property damage. The Club (Rotary International) and the City of Hamilton shall be named as additional insures on such policy and a certificate of insurance in conformity herewith shall be delivered to the Club on or before June 30, 2022.

7. The Participant shall be responsible for proper disposal of all waste including trash and other debris in their respective areas using facilities provided by the Club for disposal of same.
8. One (1) day prior to the start of the event, according to the schedule provided by the Club, the Participant shall arrive in an orderly fashion and shall prepare to be open for business as outlined in paragraph 3.
9. The Participant shall remove all materials brought to the site or the Park at the conclusion of the Ribfest on Sunday night July 3, 2022. No trucks or cars are permitted on the grounds during the event. **The Participant and his staff and agents shall not sleep overnight or camp in the Park. No pets are permitted in the Park.**
10. The Participant shall be responsible for all permit fees or vendor permits required by law.
11. The Club will provide access to the Participant for a light in each tent Rented. **The Club will generally supply access to a 15 amp single phase electrical power outlet; however electrical power is limited; therefore the Participant agrees to use only equipment that will not trip the GFI circuit breakers or to use total electrical power in excess of 15 amp.** (Participant should come with at least a 25-foot power cord to enable the connection to power box.) If the Participant requires additional power and it is, in the sole discretion of the Club, available at that time the Club will provide access to an electrician to connect the additional power provided that all devices are Hydro One approved and Participant pays for such electrical service at the rate of One Hundred (\$100) Dollars per hour with a one hour minimum. **The Participant will provide their own electrical extension cord** to connect the lights in their booth to the central power source. The Parties covenant and agree that the Club shall not be liable to the Participant or anyone claiming through it in the event power supply is interrupted or lost at any time.
12. The Club shall provide Limited overnight security on the site; however, the Club shall **not** be responsible for loss or damage to the Participant's site or to the contents thereof.
13. The Participant shall clean up the site allocated to it immediately following the end of the event at 8:30 p.m. July 3, 2022; in the event of damage to the site and/or improper clean-up, as determined in the sole discretion of the Club, the Participant shall be liable to the Club for any damages.
14. The Participant hereby agrees to indemnify and hold harmless the Club, Rotary District 7090, Rotary International and the City of Hamilton from and against any and all claims against or involving such Parties, including without limitation, all claims for personal injury or property damage against or involving such Parties for actions arising from the conduct of any work performed by the Participant or its agents or through any act or omission of the Participant or its agents and such Participant shall further indemnify and save harmless the Club, Rotary District 7090, Rotary International and the City of Hamilton and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought as a result thereof.

15. The Participant agrees that a separate Food Vendors contract on the Club's standard form must be submitted to the City of Hamilton and be approved by the City prior to the sale of any food items. These items are to be forwarded to the Club for submission to the City Health Department upon execution of this Agreement together with an executed copy of this contract. The Participant covenants and promises to abide by the food handling policies and health regulations of the City of Hamilton; current forms are enclosed herewith however the Participant is responsible for ensuring compliance with any amended policies and regulations that may be issued from time to time. **Failure to comply with such policies and regulations may result in the immediate dismissal of the Participant from the Ribfest, such action to be decided and implemented in the sole discretion of the Club.**

16. The Participant agrees to inform itself of the terms of the Special Occasion Permit ("the Permit") issued by the Alcohol and Gaming Commission of the Province of Ontario to the Club for the event and the provisions of the Municipal Alcohol Policy of the City of Hamilton ("the MAP") and agrees to conform to the terms of the permit and MAP as well as to conform to the laws and regulations of the Province of Ontario concerning the sale, consumption and use of alcohol.

No alcohol shall be brought into the Park; all alcohol sold or consumed must be purchased by the Club under the Permit.

No alcoholic beverages shall be consumed on site outside of licensed area and licensed times.

The Participant is advised herein and acknowledges that any failure by it or its staff or agents to comply with the terms of the Permit and with the terms of this agreement may have serious consequences for the parties hereto and may cause financial and other damage to the Club for which such Participant may be held liable.

17. The Participant agrees not to use any amplified sound in or near the Participant's sales area.

18. Participant agrees to supply, inspect and maintain proper supports for displays and signs that will withstand weather conditions including strong winds.

19. Use of combustible materials such as sawdust, hay and/or wood chips as groundcover or decorative material in public areas shall not be permitted.

20. All tents housing electrical service and/or tents allowing public access shall have appropriate manufacturer's labelling confirming that the tent fabric complies with the prescribed flame proofing requirements of NFPA 701 Article 2.9.2.1. of the Ontario Fire Code as amended from time to time.

The Participant acknowledges and agrees with the Club that the Ribfest is to be a "100% waste free" Event in 2022 and therefore agrees to use only paper and other biodegradable and recyclable products for all food and drink containers, napkins and utensils sold or given to the public during Ribfest (the "products"). All containers must be fibre base and cutlery shall be wood base; all such items shall be compostable by City of Hamilton

standards.

21. The Parties hereto acknowledge that failure by the Participant (in the sole judgment of the Club) to comply with the terms and conditions of this agreement concerning the use of biodegradable and recyclable products will be sufficient grounds for immediate closing of the Vendor's booth and if no compliance is forthcoming dismissal of the Participant from the Ribfest Event and forfeiture of all fees paid.

IN WITNESS HEREOF the Parties have set their hands and seals on the date above.
SIGNED, SEALED AND DELIVERED

**THE ROTARY CLUB OF
WATERDOWN**

Per:

Witness

I have authority to bind the Corporation

**THE ROTARY CLUB OF
FLAMBOROUGH A.M.**

Per:

Witness

I have authority to bind the Corporation

(Legal name of Participant)

Per:

Witness

I have authority to bind the: (check one)

- Sole proprietorship
- Partnership
- Corporation