



KINSMEN CLUB OF SARNIA

?Q, Box 86i, Basie:, ON NIT 7J5', TC:L: Q'19-337-'3i24.,



MERCHANDISE/FOOD VENDOR CONTRACT

This Agreement made this _____ day of _____ 2019.

Between :

THE KINSMEN CLUB OF SARNIA

Herein called "The Club" of the First Part and

_____ (Vendor Name)

Herein called "The Participant" of the Second Part.

WHEREAS The Club is organized and sponsoring an event called The Kinsmen Ribfest (the "Ribfest") to be held in Centennial Park (the "park") in the City of Sarnia in the Province of Ontario on July 5. 6. 7 2019.

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

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

- I. The Participant shall pay the sum of : Three dollars and seventy five cents (\$3.75) (the "Fee") per square foot (10x10 sq ft spot= 100 square feet = \$375.00) Unserviced park space. Hydro supplied spaces can be reserved by submitting a completed Hydro Request Form (supplement document). See Article 10. Minimum vendor spot is 10x10 = 100 sq ft., and any extended area will be detailed by the vendor in writing and The Fee shall be negotiated on this scale to the Club for the privilege of being granted a license as an Official Participant to sell the following goods and/or services at the Ribfest:

- 2. All sales shall be confined to the location negotiated and assigned by The Club which shall be an area measuring approximately a minimum of 10 feet in width and 10 feet in depth. Participant shall furnish all materials required in the sales area-which includes sandbags or cement blocks, to support and tie down displays, canopy or tenting. No obtruding pegs or stakes permitted. See Article 5

- 3. The Participant shall attend the Ribfest and be open for sales business at all hours during the follow hours:

Friday July 5 9am (for inspections)-12 midnight
 Saturday July 6 11am-12 Midnight
 Sunday July 7 11am-6PM

**Set up must be completed by Friday July 5 @ 9AM for any City Inspections. Fire, Health Depts. Etc.

- 4. The Parties agree that the Participant be restricted to the sale of goods and services set out in paragraph I herein and that no other goods or services be sold. The Participant agrees to collect and taxes required on the sale of such goods and/or services and shall remit same to such governments as required by law.

- 5. The Participant shall be responsible for the provision and installation of any material required in order to prevent damage to grass, membranes, and all other surfaces. The Participant must keep the area clean and change such material as necessary. Any sandbags or cement blocks, to support and tie

down displays, canopy or tenting is responsibility of vendor, at vendors expensive. No obtruding pegs or stakes permitted.

6. Participant shall at all times have in force, an insurance policy in a minimum amount of Two Million Dollars (\$2 000 000.00) covering public liability (where food products are sold), property loss and property damage. The Club shall be named as an additional insured party on such policy and a certificate of insurance in the conformity herewith shall be delivered to The Club with this application.
7. Participant shall be responsible for proper disposal of all waste including trash, grease, and other debris in their respective areas using facilities provided by The Club for disposal of same.
8. Participant shall remove all material brought to the site or The Park at the conclusion of the Ribfest on Sunday, July 7th, 2019. NO TRUCKS OR CARS OR VANS are permitted on the grounds during the event.
9. The Participant shall be responsible for all permit fees or vendor permits required by law. Participant shall have fire extinguishers on site as required by fire regulations of the City of Sarnia and shall comply generally with all law and of the municipality of the City of Sarnia in relation to its' operations under this Agreement. THE REQUIRED FORMS FROM THE FIRE DEPARTMENT, HEALTH DEPARTMENT, (INCLUDING THIS MAILING) MUST BE COMPLETED AND RETURNED TO THE CLUB ON OR BEFORE APRIL 1st, 2019, WITH THIS APPLICATION. IF WE DO NOT RECEIVE THESE REQUIRED FORMS, THE PARTICIPANT MAY NOT BE ALLOTTED A SPACE TO SET UP AND THE SPOT MAY BE FILLED ALTERNATELY. MERCHANDISE VENDORS ONLY, MUST SUPPLY A 20LB DRY CHEMICAL FIRE EXTINGUISHER-NO EXCEPTIONS.
10. The Club will provide access to The Participant for electrical power upon separate request bargained for herein. The electrical supply in The Park is limited, therefore, The Participant agrees to use only equipment that will not trip GFI circuit breakers (older freezers and refrigeration units will not be approved) and application for permission from The Club attained separately for its' electrical power requirements. Participants electrical power requirements are: 60 amps. The Participant agrees to supply its' own electrical connectors and extension cords. Rib Vendors that require 30 amp service must supply 200 feet of #10 cable. 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. In some cases, The Participant will need to supply generated power to their assigned location. Notification of this will be supplied to the Participant.

11. The Club shall provide 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.
12. Participant shall clean up the site allocated to it immediately following the end of the event at 6:00PM Sunday July 7th, 2019. In the event of damage to the site and/or improper clean-up The Participant will at a minimum, forfeit the deposit paid herein toward such damages. The Club shall provide clean-up of the overall general common areas of the Ribfest site during and following the event.
13. The Participant hereby agrees indemnify and hold harmless The Club and the City of Sarnia from and against any and all claims, including without limitation, all claims for personal injury or property damage arising from the conduct of any work or by or through any act or omission of the City of The Club 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.
14. The Sarnia Kinsmen Club will supply ALL pop, bottled water, and ice, used for RESALE, if the vendor wishes to SELL soft drinks, water from your site.
15. This contract must be signed, and, submitted with all the required requested documentation included paid deposit before you are accepted and registered with this event. Vendor space is limited.
16. Violation of any of the above rules will be considered as grounds for The Vendor to be closed down and removed from The Park and Ribfest event.
17. Return signed contract along with a cheque or money order for 50% of the fee for the space you are applying for as a hold deposit. The balance owing will be paid in full on or before April 30 2019. **ONCE YOUR COMPLETED CONTRACT, APPLICATION FORMS FOR HEALTH & FIRE, ELECTRICAL REQUEST AND DEPOSIT HAVE BEEN RECEIVED, YOU WILL BE NOTIFIED OF YOUR ACCEPTANCE INTO THE SARNIA KINSMEN RIBFEST 2019.**

Community Event - Electrical Request

Date of Request _____ Power Required Yes No (please circle one)

Name of Event _____

Location of Event _____

Dates of Event _____

Name of Individual Completing this Form _____

Phone Number _____ Cell Number _____

e-mail address _____

Name of Organization Requesting Electricity

Power Requirements: The availability of electrical power at any event is always a concern as the generators are very expensive and can only produce a given amount at any one time. Excessive use of power could result in the cost of additional generators being needed. Thus raising the cost factors for the event.

If you require power please confirm the Voltage and amperage required plus the style of cord cap

If you cannot determine your needs, you can get assistance by contacting your event organizer

The standard receptacles that are available, are (please give quantity required)

_____ 120 volt, 15 amp (similar to a standard three prong plug extension cord)

(same as household receptacle)

_____ - 120/240 volt 30 amp (similar to a dryer receptacle)

_____ - 120/240 volt 50 amp (similar to a stove receptacle)

_____ - Other types available but must be arranged for separately

Note: #1 This is not a guarantee of power but a request only, confirmation will be confirmed once all requests are received

Note: #2 Unless a request is received and confirmed at least one week prior to event no power will be provided for that vendor

Note: #3 The event organizer may vary the cost of vendor fees, to coincide with electricity requests