

## 20<sup>th</sup> Annual Dundas International Buskerfest Food Concession Vendor Application June 7, 8 & 9, 2019

All applications will be evaluated by our committee and acceptance will be based on the quality of your product as well as the appeal to our festival-goers.

Exhibitor Hours Streets are closed to traffic from 6:00 p.m. on Friday June 7, until 6:00 p.m. Sunday June 9. Approved vendors are to check in on Friday at 3:00 p.m., until 5:00 p.m. Set up is on Friday at 6:00 p.m. and tear down is on Sunday at 6:00 p.m. Approved vendors may unload onto the sidewalk behind their assigned area on Friday at 5:30 p.m. The exhibitor must remain for the full duration of each day and must not tear down, pack away or remove any part of a product or display until after closing time.

Payment must accompany this application and be received by April 26, 2019. Cheques will be returned if your application is not accepted. The cost for a food concession at Buskerfest is \$1,500.00 for a 10' x 20' spot and includes the public health application fee. **Cheques are to be made payable to Dundas BIA.** Mail to Dundas BIA, P.O. Box 65601, Dundas, ON L9H 6Y6.

All mobile refreshment vehicles (such as ice cream trucks, hot dog carts, etc.) require a City of Hamilton licence to operate at an event. The licence, and letter from us giving you permission to operate at the event, must be kept with you during the festival. A Municipal Law Enforcement Officer may request to see these documents during routine inspections of special events. For more information or to apply for a licence, contact Municipal Law Enforcement email: [mle@hamilton.ca](mailto:mle@hamilton.ca) or in person: Hamilton City Centre, 77 James Street North, Suite 250, or by phone at 905-546-2782. Please note that this is a City of Hamilton by-law.

Proof of Liability insurance is required. Please provide a Certificate of Insurance naming The Dundas BIA, P.O. Box 65601, Dundas, Ontario, L9H 6Y6 as an additional insured with insurance coverage of \$2,000,000.00.

Company/Business _____ Contact: _____
Address: _____
City: _____ Province: _____ Postal Code: _____
Phone Number: _____ Cell Number: _____
Email: _____ Website: _____
Social Media: _____
Product Description: _____ _____
List your top three local ingredients: 1. _____ 2. _____ 3. _____
Biodegradable containers are encouraged; let us know if you use them _____
Hydro Requirements: _____
Previous shows attended: _____
I have read the Terms and Conditions on page two and agree to abide by the rules of the show.
Signature: _____ Date: _____
Exhibitor Contact: Jenny Purnell, Exhibitor Coordinator, <a href="mailto:buskerfestvendors@downtowndundas.ca">buskerfestvendors@downtowndundas.ca</a>
Festival Contact: Lisa Anderson, Associate Director, <a href="mailto:info@downtowndundas.ca">info@downtowndundas.ca</a>

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THE DOWNTOWN DUNDAS B.I.A. WILL BE REFERRED TO AS SHOW MANAGEMENT IN THE FOLLOWING.

1. **General information:** In making an application to this show, it is understood that you will adhere to all governing regulations. All matters and questions not covered by these rules and regulations are subject to the decision of show management. Exhibitor agrees to abide by all decisions of show management and further agrees to cease any activity the show management deems to be a violation of the terms and to follow the directives of the show management.
2. **Selection Dates:** The applications will be reviewed as received. Your cheque will not be processed until your application is accepted.
3. **Quality control:** Although all applications are reviewed, the show management reserves the right to look at your display during the festival and ask you to remove any objectionable items or items outside the area for which you were accepted.
4. **Assignment of exhibit space:** The show management will assign exhibit space. Show management reserves the right to relocate space of exhibits that may be affected by a change in the site plan. Show management cannot be held liable if competitive exhibitors are adjacent to or opposite each other. Any space not claimed and occupied or for which no special arrangement with show management has been made prior to opening the first day of the show may be resold or reassigned by show management without obligation for any refund whatsoever.
5. **Shared space:** The exhibitor shall not assign, sublet or apportion all or part of the rights and space granted herein to another exhibitor without written permission from the show management.
6. **Set-up and tear down:** All exhibitors must be set up on the scheduled set up date before the show opens to the public and have all vehicles off the street. No major changes to the displays will be permitted during show hours.
7. **Duration:** The exhibitor must remain for the full duration of each day and must not tear down, pack away or remove any part of a product or display until after closing time.
8. **Arrangement of exhibits:** Displays must not protrude beyond the measured booth dimensions. **As with any other outdoor show, be prepared for all types of weather – bring plastic drop sheets and ensure that your tent is anchored. Be advised that if your tent is not anchored, you will not be permitted to open your booth.**
9. **Care and staffing:** Exhibitors are required to maintain a staff person at their booth at all times during the show. It is the exhibitor's responsibility to keep his/her area clean and orderly throughout the show.
10. **Compliance:** The exhibitor shall comply with all rules and regulations respecting the conduct and management of the show including any and all municipal, provincial, federal, fire, health, and hydro requirements which apply to the exhibitor's use of facilities for the show [including the collection and remittance of all applicable taxes].
11. **Parking:** Parking is free in Downtown Dundas on Fridays after 6pm, Saturdays and Sundays. Do not use more than one spot, park horizontally or take up more space than required.
12. **Show management liability:** Show management shall not under any circumstances whatsoever be liable or responsible for; a] any loss, damage, theft or destruction whatsoever or however caused to any goods, equipment, or any other property belonging to the exhibitor or for which the exhibitor is responsible; b] any damage or injury suffered by the exhibitor or his servants or agents or by any other person; c] any loss, damage, injury, or cost whatsoever suffered by the exhibitor by reason of any change in the date, time or place of exhibition or the abandonment thereof. The exhibitor shall be liable for all loss, damage, injury, claim costs and expenses whatsoever or however caused to any person or property in any circumstances whatsoever by the exhibitor, his servants or agents or the goods, exhibits, fittings, machinery, and other property belonging to the exhibitor or for which the exhibitor is responsible and the exhibitor hereby agrees to indemnify the show management in respect of; a] any such loss, damage, injury claims, cost and expenses as aforesaid and; b] all or any infringement of copyright or breach of license. Since the exhibitor exhibits entirely at his/her own risk in every respect he/she is strongly advised to affect full comprehensive insurance against the risk of loss or damage, however caused, to his/her property or person to the property or person of his/her employees or agents. If show management should be prevented from holding the show by any cause beyond its control or if it cannot permit the exhibitor to occupy his/her rented space due to circumstances beyond its control including, but not limited to, strike, civil disobedience, inclement weather, lockouts, acts of God, suppliers, show management shall have no further obligation or liability to the exhibitor. Any contractual agreement made between an exhibitor and any supplier shall be between those parties and the show management shall not be a party thereto nor incur any liability on behalf of any exhibitor in such contractual arrangements.

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