

BUSINESS PARTICIPANT AGREEMENT 2019 CONCERTS IN THE PARK WEDNESDAYS, 7:30 PM TO 9:00 PM

CONTACT INFORMATION		
Company Name:		
Contact Name:		
Address:		
City:	Province:	Postal Code:
Telephone Number:	Cell Number:	
Email Address:	Website:	
Business Number:		
CONCERT DATES – CHECK OFF DATE(S) PARTICIPATING		
<input type="checkbox"/> Wednesday, June 5	Transit Square, Vaughan Metropolitan Centre 100 New Park Place, Maple	
<input type="checkbox"/> Wednesday, June 19	Sonoma Heights Community Park 100 Sunset Ridge, Woodbridge	
<input type="checkbox"/> Wednesday, June 26	Chancellor District Park 430 Chancellor Drive, Woodbridge	
<input type="checkbox"/> Wednesday, July 10	Mackenzie Glen District Park 220 Cranston Park Ave., Maple	
<input type="checkbox"/> Wednesday, July 17	North Thornhill Community Centre Outdoor Amphitheatre 300 Pleasant Ridge Ave., Thornhill	
<input type="checkbox"/> Wednesday, July 31	York Hill District Park 501 Clark Ave. West, Thornhill	

ON SITE LOGISTICS

1. (1) 10' x 10' on site activation space provided with (1) 6 ft table and (2) chairs
2. Site access available between **6:00 p.m.** and **7:00 p.m.** **Time of arrival on site:** _____
 - Must be set up and completed ***no later*** than **7:15 p.m.**
 - ***NO VEHICLES*** in and out from **7:30 – 9:30 p.m.**
 - Take-down and departure is only ***after*** concert has finished
3. Are you bringing a tent (for outdoor use only)? Yes or No Size of tent _____ x _____
 - If yes, staking is ***NOT*** permitted, only sandbags / appropriate weights are acceptable
4. Are you bringing a generator for outdoor power use: Yes or No
 - If yes, you are responsible for arranging, providing, delivery, transporting, servicing, fueling, and operation of any power source at own expense including set-up, take-down, staffing, adherence to any ESA regulations/certification if applicable, and any equipment required to transport your generator. (Note: ESA inspector may be on site to check safety of generators/power connections)

DESCRIPTION OF ON SITE ACTIVATION

Provide a description of your on site activation including what you will be displaying, promoting and/or distributing. NOTE: Any activity, hand-outs, giveaways, promotions, additional attractions, etc. must be provided ***FREE*** to all guests.

FEE

\$500 per concert X _____ # of Concerts = \$ _____

Plus HST: \$ _____

TOTAL: \$ _____

- To be paid in full by ***Friday, May 24, 2019***
- Cheque payable to: City of Vaughan
- Credit card payment: www.vaughancelebrates.ca
- City of Vaughan HST # R108130642

NOTES

1. **NO** on-site sales of any merchandise / goods / services permitted
2. **NO** on-site food or beverages permitted as giveaways
3. **NO** on site 3rd party and/or other company's literature and/or promotional items are permitted
4. Literature and/or promotional items are to be distributed at your display location only
(All items must be pre-approved by the City of Vaughan Events Staff)
5. Signage can only be placed on or in front of your display in a safe manner and cannot exceed the size of your permitted space
6. You are responsible for all staffing; monitoring your display at all times; set-up and dismantling; and delivering, transporting and providing all supplies and equipment required, i.e. bringing in trollies/hand-carts, tape, tools, décor, signage, and any other items
7. Your display is not to be left unattended at any time
8. City of Vaughan assumes no responsibility for any goods lost, stolen or damaged
9. City of Vaughan is not responsible for providing food and/or beverages for the participant, their staff and/or volunteers
10. Individuals nominated as a candidate in the provincial or municipal election; or an individual, corporation or trade union registered as a third party for the provincial or municipal election are prohibited from conducting election advertising or campaigning at an event organized by the City of Vaughan, or on property belonging to the City of Vaughan

INSURANCE

During the term of this agreement, _____
(Name of contractor / service provider)

shall maintain a policy of liability and property damage insurance, including liquor liability coverage if applicable, in the amount of **Two Million Dollars (\$2 million)** and containing an endorsement showing the "Corporation of the City of Vaughan" as an additional insured, in a form satisfactory to the City of Vaughan. ***A certificate of insurances shall be provided to the City of Vaughan upon execution of this agreement and no later than Friday, May 24, 2019.*** Failure to return completed contract form & submit insurance may forfeit the opportunity for on-site participation. Refer to attached Certificate of Insurance Form.

WAIVER, RELEASE AND INDEMNIFICATION

_____, its representatives, heirs, executors,
(Name of contractor / service provider)

administrators, successors and assigns shall indemnify and hold the Corporation of the City of Vaughan, its employees, elected officials, servants, contractors, volunteers and anyone else for whom the City is in law responsible, harmless from and against all liability, loss, claims, demands, costs and expenses (including reasonable legal fees) in respect of any property damage, personal injury (including death) or other losses or damages, howsoever caused in connection with [CONCERTS IN THE PARK 2019](#) arising out of the involvement of the signed contractor or service provider or anyone or anything associated with said contractor or service provider.

FORCE MAJEURE

If the performance by either party of its respective obligations under this Agreement is delayed or prevented in whole or in part by act of God, fire, floods, storms, explosions, accidents, epidemics, war, terrorist activities, civil disorder, strikes, or other labour difficulties, by any law, rule, regulation, order, or other action adopted or taken by any federal, provincial, or local governmental authority, or by any other cause not reasonably within such party's control which could not have been reasonably avoided, whether or not specifically mentioned herein, said party shall be excused from performance to the extent such performance or obligation is so limited or prevented by such occurrence without liability of any kind. To the extent that the City of Vaughan is prevented from organizing, producing and hosting the event or must cancel the event because of force majeure event, your company or organization shall have no further obligation to the City of Vaughan as may have been agreed upon under this agreement.

ASSIGNMENT

This agreement shall be binding on and is assignable to successors and assigns. The contractor or service provider may not assign this Agreement without the written consent of the City of Vaughan, which may be withheld in its sole discretion, nor shall the contractor or service provider delegate to any third parties its duties under this Agreement without express written consent of the City of Vaughan. All covenants and agreements contained herein shall extend to and be binding on any permitted successors and assignees.

COMPLIANCE WITH LAWS

The contractor or service provider shall promptly observe and comply with all laws now or hereafter in force which pertain to or affect participation in the event.

PRIVACY POLICY

Subject to the provisions of the Municipal Freedom of Information and Protection of Privacy Act (Ontario) and any other obligations of the City of Vaughan to disclose information or communication in its' possession or control, all information or communication of any form, relating to the parties and their respective business, disclosed to or obtained by one party in respect of the other shall constitute "Confidential Information" and be kept in confidence unless lawfully available to the public.

STATUS

Nothing in this Agreement shall be read or construed as conferring upon the contractor or service provider or its officers, employees, agents, contractors, or volunteers the status of officer, employee or agent of, or partner or joint venture with the Corporation of the City of Vaughan.

Specifically, the parties agree that it is not intended by this Agreement that the contractor or service provider or any of its officers, employees, volunteers or any person hired, employed or retained by it, to be an employee of the Corporation of the City of Vaughan for the purpose of the Income Tax Act, the Canada Pension Plan Act, the Employment Insurance Act, the Workplace Safety and Insurance Act, all as amended from time to time and any legislation in substitution thereof, or any other such legislation.

The contractor or service provider shall ensure all its officers, employees, agents, contractors and volunteers are aware of this provision.

CONFIRMATION

I HAVE RECEIVED, READ AND COMPLETED THIS AGREEMENT AND AGREE TO THE TERMS THEREIN.

SIGNATURE _____

PRINTED NAME _____ **DATE:** _____

1. All documents listed below must be received by **Friday, May 24, 2019** to confirm your participation.

2. Please check off items and include the following documents when returning this form

- Yes, the **Business Participant Agreement** has been completed and signed
- Yes, payment is attached
- No, payment will follow separately
- Yes, the **Certificate of Insurance** naming the **Corporation of the City of Vaughan** as an additional insured is attached
- No, insurance will follow separately

3. Mail or email form to:

Franca Gatto
City of Vaughan
Recreation Services Department, Events Division
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1
905-832-8585, ext. 8037
Email: Franca.Gatto@vaughan.ca

QUESTIONS, please contact:

Franca Gatto, Events Coordinator – 905 832 8585 x 8037 – franca.gatto@vaughan.ca
Anna Rose, Supervisor of Events – 905 832 8585 x 8036 – anna.rose@vaughan.ca