

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

CONCERT DATES – CHECK OFF DATE(S) PARTICIPATING

- | | |
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| <input type="checkbox"/> Wednesday, June 6 | Vaughan City Hall, <i>outdoor courtyard</i>
2141 Major Mackenzie Drive, Maple |
| <input type="checkbox"/> Wednesday, June 20 | Sonoma Heights Community Park
100 Sunset Ridge, Woodbridge |
| <input type="checkbox"/> Wednesday, June 27 | York Hill District Park
501 Clark Ave., Thornhill |
| <input type="checkbox"/> Wednesday, July 11 | Chancellor District Park
430 Chancellor Drive, Woodbridge |
| <input type="checkbox"/> Wednesday, July 18 | North Thornhill, <i>outdoor amphitheatre</i>
300 Pleasant Ridge Ave., Thornhill |
| <input type="checkbox"/> Wednesday, July 25 | Mackenzie Glen District Park
220 Cranston Park Ave., Maple |

CONTACT INFORMATION

Company Name: _____

Contact Name: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Tel Number: _____ Cell Number: _____

e-mail: _____ Website: _____

ON SITE LOGISTICS

- (1) 10' x 10' on site activation space provided with (1) 6 ft table and (2) chairs
- 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.
- 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
- 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 DISPLAY

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

FEE: \$500.00 each concert x ____ # of concerts \$ _____
Plus HST: \$ _____
TOTAL \$ _____

- Total to be paid in full by **Friday, June 1, 2018**
- Cheque payable to the City of Vaughan. **City of Vaughan HST # R108130642**

NOTES

1. **NO** on-site sales of any merchandise / goods / services by display participant are 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 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 will not provide food and/or beverages for the participant's participation nor 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, _____
(Company Name)

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 insurance shall be provided to the City of Vaughan upon execution of this agreement and no later than Friday, June 1, 2018.*** Failure to return completed contract form & submit insurance may forfeit the opportunity for on-site participation.

WAIVER, RELEASE AND INDEMNIFICATION

_____, its representatives, heirs, executors,
(Company Name)

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 2018** 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, June 1, 2018** 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 under separate cover
- Yes, the **Certificate of Insurance** naming the **Corporation of the City of Vaughan** as an added insured is attached
- No, insurance will follow under separate cover

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 ext. 8037 – franca.gatto@vaughan.ca
Anna Rose, Supervisor of Events – (905) 832-8585 ext. 8036 – anna.rose@vaughan.ca