

### CONTACT INFORMATION

Company Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Tel Number: \_\_\_\_\_ Cell Number: \_\_\_\_\_

e-mail: \_\_\_\_\_ Website: \_\_\_\_\_

### ON SITE LOGISTICS

1. Size of space required: \_\_\_\_\_ (ft. x ft.)

2. Number of 6ft. tables required: \_\_\_\_\_ Number of chairs required: \_\_\_\_\_

- **Note:** The number of tables and chairs are limited and may be restricted

3. Site access available between **7:00 a.m.** and **8:45 a.m.** **Time of arrival on site:** \_\_\_\_\_

- Set up must be completed ***no later*** than **9:30 a.m.**
- Take-down and departure is only ***after*** **3:30 p.m.**

4. Parking will be available on-site. Total number of parking spaces required: \_\_\_\_\_

- **Note:** Parking is reserved and limited to site participants only and may be restricted
- Car-pooling is encouraged
- **Security will be monitoring the access passes to the reserved parking lot**

5. Your performance activity time(s) (if applicable): \_\_\_\_\_

6. Display Booth Location?: Indoors \_\_\_\_\_ Outdoors \_\_\_\_\_

7. Do you require electricity? Yes \_\_\_\_\_ No \_\_\_\_\_ If yes, please bring your own extension cords

8. Are you bringing a tent? Yes or No Size of tent \_\_\_\_\_ x \_\_\_\_\_

- If yes, staking is **NOT** permitted, only sandbags / appropriate weights are acceptable

9. 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 OR SERVICE**

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

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**FEE**

<b>FEE:</b>	<b>\$250.00</b>
<b>HST:</b>	<b>\$ 32.50</b>
<b>TOTAL</b>	<b>\$282.50</b>

To be paid in full by **Friday, January 17, 2020**

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 3<sup>rd</sup> 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. **NOTE: Food and beverages will be available on site for sale**
10. Event will proceed rain or shine. **NO REFUNDS**
11. Individuals nominated as a candidate in the federal, provincial or municipal election; or an individual, corporation or trade union registered as a third party for the federal, 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 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, January 17, 2020.** 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 **WINTERFEST 2020** 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, January 17, 2020 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 insurer 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](mailto:franca.gatto@vaughan.ca)

## QUESTIONS, please contact:

Franca Gatto – Events Coordinator – (905) 832-8585 ext. 8037 – [franca.gatto@vaughan.ca](mailto:franca.gatto@vaughan.ca)  
Anna Rose – Supervisor of Events – (905) 832-8585 ext. 8036 – [anna.rose@vaughan.ca](mailto:anna.rose@vaughan.ca)