

BUSINESS PARTICIPANT AGREEMENT

CANADA DAY – Boyd Conservation Park

8739 Islington Avenue, Woodbridge ON

SATURDAY, JULY 1, 2023 – 11:00 am to 8:00 pm

CONTACT INFORMATION

Company Name:

Contact Name:

Address:

City:

Province:

Postal Code:

Telephone Number:

Cell Number:

Email Address:

Website:

Business Number:

ON SITE LOGISTICS

1. **Booth Space:** 10' x 10' on site activation space provided

2. **Tables and Chairs:** (1) 6ft table and (2) chairs will be provided at your space at no charge

- Additional 6ft tables at \$15 x _____ = _____
- Additional chairs at \$10 x _____ = _____
- The number of tables and chairs are limited and may be restricted

3. **Tents:** Are you bringing a tent? Yes _____ No _____

- Size of tent _____ ft. X _____ ft.
- If yes, staking is NOT permitted, only sandbags / appropriate weights must be used

4. **Pre-event set-up** permitted on **Friday, June 30** from **1 p.m. to 3 p.m. only**

- Will you set up on June 30th? Yes _____ No _____
- You are encouraged to **only** set-up items that can be secured and withstand the overnight conditions i.e. wind, morning dew etc.
- Overnight security will be on-site

5. **Site access on July 1st** is available between **8:00 a.m.** and **10:00 a.m.** (unless otherwise advised)

- Set up must be completed **no later** than **10:30 a.m.**
- Take-down can start at 7:00 pm but vehicles will **not** be permitted in event area until the area is clear of pedestrians / guests (approx. **8:15 p.m.**)
- Company personnel and all equipment must vacate event location by 9:30 p.m.

6. **Parking:** **Total # of parking spots** required: _____

- Parking is reserved and limited to onsite participants only and may be restricted
- Unnecessary vehicles are **not** permitted by your activation/display booth
- Security will be monitoring parking passes to the reserved parking lot
- Car-pooling is encouraged
- Parking passes will be distributed by email 1 week prior to the event

7. Power

- Electrical power is **NOT** available on site.
- Are you bringing a generator for outdoor power use: Yes _____ 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. Activities, hand-outs, giveaways, promotions, additional attractions, etc. may be provided **FREE** to all guests.

PROPOSED ITEMS FOR SALE

NEW THIS YEAR: Business Participants at Canada Day are permitted to **SELL** merchandise and activities (excluding food) at the event if pre-approved.

- Business Participants selling merchandise and/or activities must advise the City of Vaughan of their proposed items/activities and prices (items not listed may not be sold)

ITEMS / ACTIVITIES

PRICES

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____

Available form of payment on-site: Cash Debit Credit Card

- Note: ATM may not be available onsite. No Wi-Fi is available at the event site.

FEE

FEE:	\$550.00
HST:	\$ <u>71.50</u>
TOTAL:	\$621.50
Additional Tables \$15 x _____	\$ _____
Additional Chairs \$10 x _____	\$ _____
Total Balance Owing:	\$ _____

- To be paid in full by **Monday, June 12, 2023**
- Cheque payable to: City of Vaughan
- City of Vaughan HST # R108130642

NOTES

1. On-site sales of any merchandise / goods / services **permitted with pre-approval** from Events Staff. Merchandise that is deemed inappropriate or offensive will not be permitted. Sales of lottery tickets or other types of gambling are NOT allowed.
2. **NO** on-site food or beverages permitted as giveaways or for sale by Business Participants
3. **NO** on-site 3rd party and/or other company's literature and/or promotional items are permitted
4. **NO** on-site literature and/or promotional items are to be distributed, without prior review and approval from Event Coordinator
5. You are responsible for all staffing; always monitoring your display; set-up and dismantling; and delivering, transporting, and providing all supplies and equipment required, i.e., bringing in trollies/handcarts, tape, tools, décor, signage, and any other items.
6. Your activity is not to be left unattended at any time.
7. City of Vaughan assumes no responsibility for any goods lost, stolen or damaged.
8. City of Vaughan is not responsible for providing food and/or beverages for the contractor, their staff and/or volunteers. Note: Food and beverages will be available on site for sale.
9. Event will proceed rain or shine.
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 Business Participant)

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 **"Toronto and Region Conservation Authority"** and **"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 Monday, June 12, 2023. 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 Business Participant)

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 [CANADA DAY 2023](#) 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, pandemics, 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 **Monday, June 12, 2023** 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** and **Toronto and Region Conservation Authority** as an additional insured is attached
- No, insurance will follow separately

3. Email form to:

Abby Kell
City of Vaughan
Recreation Services Department, Events Division
2141 Major Mackenzie Drive
Vaughan, ON L6A 1T1
abigail.kell@vaughan.ca

QUESTIONS, please contact:

Abby Kell, Events Coordinator, abigail.kell@vaughan.ca, (905) 832-8585 x 8457
Ally Liscio, Events Coordinator, ally.liscio@vaughan.ca, (905) 832-8585 x 8828