

**BUSINESS PARTICIPANT AGREEMENT**  
**2023 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 14  | <b>Transit Square,<br/>Vaughan Metropolitan Centre</b><br>100 New Park Place                |
| <input type="checkbox"/> Wednesday, June 28  | <b>Sonoma Heights Community Park</b><br>100 Sunset Ridge                                    |
| <input type="checkbox"/> Wednesday, July 12  | <b>Chancellor District Park</b><br>430 Chancellor Drive                                     |
| <input type="checkbox"/> Wednesday, July 19  | <b>Dufferin District Park</b><br>1441 Clark Avenue West                                     |
| <input type="checkbox"/> Wednesday, July 26  | <b>Mackenzie Glen District Park</b><br>220 Cranston Park Ave.                               |
| <input type="checkbox"/> Wednesday, August 2 | <b>North Thornhill Community Centre<br/>Outdoor Amphitheatre</b><br>300 Pleasant Ridge Ave. |

## 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 are acceptable
4. **Site access** is available between **6:00pm** and **7:00pm**. (unless otherwise advised)
  - **Time of arrival on site:** \_\_\_\_\_
  - Set up must be 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
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
7. **Power**
  - 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 ONSITE ACTIVATION

Provide a description of your onsite 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 26, 2023**
- Cheque payable to: City of Vaughan
- 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 3<sup>rd</sup> 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 by the contractor, without prior review and approval from Event Coordinator
5. 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 trolleys/ hand-carts, 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 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 26, 2023.** Failure to return completed contract form & submit insurance may forfeit the opportunity for on-site participation. Refer to attached Certificate of Insurance Form.

Note: If attending the **Launch Concert**, a **Certificate of Insurance** naming **Penguin-Calloway (Vaughan) Inc., and SmartCentres Management Services Inc.** as an additional insured is required.

**Penguin-Calloway (Vaughan) Inc., and SmartCentres Management Services Inc.**  
**S3200 Highway 7, Vaughan, ON, L4K 5Z5**

## 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 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 assigns.

## 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 26, 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** as an additional insured is attached

Note: If attending the **Launch Concert**, a **Certificate of Insurance** naming **Penguin-Calloway (Vaughan) Inc., and SmartCentres Management Services Inc.** as an additional insured is required.

- ☐ 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](mailto:abigail.kell@vaughan.ca)

## QUESTIONS, please contact:

Ally Liscio, Events Coordinator, [ally.liscio@vaughan.ca](mailto:ally.liscio@vaughan.ca), (905) 832-8585 x 8828

Abby Kell, Events Coordinator, [abigail.kell@vaughan.ca](mailto:abigail.kell@vaughan.ca), (905) 832-8585 x 8457