

FOOD VENDOR APPLICATION

This contract is made by MARKDALE AGRICULTURAL SOCIETY and the VENDOR listed below (the "VENDOR") as set forth below (the "Event").

EVENT PLANNER Contact Information:

Contact Name: _____ Wayne Shier, President _____

Organization Name: _____ Markdale Agricultural Society _____

Address: _____ P.O. Box 41 _____

City: _____ Markdale _____ **Province:** ON **Postal Code:** N0C1H0 _____

Telephone: _____ **Email:** _____ markdaleagsociety@live.ca _____

VENUE PROVIDER's Contact Information:

Contact Name: _____ Rob DelDuca _____

Organization Name: _____ Municipality of Grey Highlands _____

Address: _____ 206 Toronto Street South _____

City: _____ Markdale _____ **Province:** ON **Postal Code:** N0C1H0 _____

Telephone: 519-986-2811 _____ **Email:** _____ facilities@greyhighlands.ca _____

VENDOR's Contact Information:

Contact Name: _____

Address: _____

City: _____ **Province:** ON **Postal Code:** _____

Telephone: _____ **Email:** _____

Time, Date, Length and Place of Event:

Event Name: Markdale Fall Fair

Event Place: Centre Grey Recreational Complex

Address: 75 Walker Street

City: Markdale **Province:** **Postal**

Code:

Date(s) of Event: **August 25th, 2023 Fair Opening at 7p.m.**

August 26th, 2023 8a.m. – 11p.m.

VENDOR APPLICATION

- Application Fee. An application fee equal to \$150.00 MUST be submitted with the Application form attached.
- The total cost of the VENDOR space MUST accompany the signed contract. All spaces MUST be paid for NO LATER THAN June 15th, 2023. Space not paid by this date will be subject to cancellation and resale.
- Cancellation Policy. VENDOR MUST notify the Venue Provider immediately of cancellation. NO refunds will be granted within 60 days of the Event.
- Weather. This is a rain or shine event. In the event that severe weather or a declared state of emergency results in cancellation of any or all event days or limits event hours of operation on certain days, a CREDIT for the following year's event may be offered. If the MARKDALE AGRICULTURAL SOCIETY MUST contact the VENDOR the day before the booking to cancel due to forecasted weather, the VENDOR will be given full credit for the following year's event.
- Set-Up/Access. Food Trucks MUST be self contained with and able to operate without electricity, water, and/or sewer connections as hook ups are not available on site. All waste including but not limited to; Grey and/or black water, fryer oil, food waste packaging, etc MUST be removed from the site when you leave. The Municipality provides a garbage dumpster for regular garbage. Garbage cans will be placed close by to help keep waste contained. There will be an additional charge of \$150.00 for any dumping or garbage left on site.
- Internet Payment Systems. You MUST supply your own internet/wi-fi access as the venue does not have reliable service if you are using internet to enable payment systems.
- Set up begins on Friday, August 25th, 2023. You are welcome to set up any time after 12 NOON on that day for Fair Opening at 7p.m. that evening. You MUST be set up by 8 a.m. on Saturday, August 26th, 2023. (****If you require an alternative set up time/date, please contact the Venue Provider. It is important for us to be aware that you plan to arrive early.)

PARAMETERS THAT MUST BE MET

- The following insurance coverage is required.
 - General Liability. The VENDOR, at its sole expense, shall obtain and maintain in full force and effect during the event, Comprehensive General Liability ("CGL") insurance from a responsible insurance company licensed to do business in the Province of Ontario. Insurance shall be in an amount not less than \$100,000 for

each occurrence and \$300,000 in the aggregate and shall protect the VENDOR from claims for personal injury, including accidental death, as well as from claims for property damage that may arise from the VENDOR's activities under this Agreement. The coverage shall apply whether such activities are by the VENDOR or anyone acting on the VENDOR's behalf. The "MARKDALE AGRICULTURAL SOCIETY" and "MUNICIPALITY OF GREY HIGHLANDS" shall be named as additional insured on the CGL insurance policy.

- Motor Vehicle. The VENDOR, at its sole expense, shall obtain and maintain in full force and effect during each term that this Agreement is in effect, motor vehicle insurance for the operation of motor vehicles, including the Mobile Unit, under this Agreement. The motor vehicle insurance shall be from a responsible insurance company licensed to do business in the Commonwealth rather than self-insurance.
- Workers' Compensation. Workers' Compensation limits of coverage shall be as required by law in the Province of Ontario. This shall include coverage for all persons whom the VENDOR may employ directly or through sub-vendors in carrying out the work described in this contract. The VENDOR shall provide evidence that the VENDOR has Workers' Compensation and Worker's Occupational Disease insurance protection for his/her employees.
- The Centre Grey Recreational Complex at which the event is being held, and the Venue Provider are not and will not be responsible for any loss or injury to the VENDOR, his associates or property while participating in the Event. The VENDOR is responsible for himself/herself, their employees, helpers, equipment and merchandise.
- The VENDOR agrees to grant photographic rights for publicity purposes. This includes all brochures, program books, and newspaper articles used this year and in the future.
- Indemnification. The VENDOR and/or its employees and/or contractors and/or subcontractors shall hold the MARKDALE AGRICULTURAL SOCIETY and the MUNICIPALITY OF GREY HIGHLANDS harmless from and indemnify against any and all third-party claims and/or demands and/or actions based upon any acts and/or accidents and/or incidents which may occur while participating at the event.
- Any issues arising during the Event will be presented to the Venue Provider immediately.
- Mobile Unit/Food Service Area Maintenance. The VENDOR shall regularly service, clean and maintain the Mobile Unit or Food Service Area and shall keep the Mobile Unit (if applicable) operating and in good working order at all times. The VENDOR shall promptly maintain the Mobile Unit or Food Service Area in a

clean and sanitary condition in accordance with all applicable Federal, and local laws. The Mobile Unit/Food Service Area shall not produce excessive or offensive amounts of smoke, odor, or noise.

- Audible Advertising. The VENDOR shall not use bells, horns, loud speakers, music or other noise to attract attention or business or to advertise the location or types of products available for sale.
- Food Selection. The VENDOR shall serve all food and drink at appropriate temperatures.
- Pricing. The VENDOR shall charge such prices as are reasonable and fair. The VENDOR shall prominently and neatly post all prices.
- Service. The VENDOR shall render courteous, efficient and satisfactory service to all members of the public.
- Food and Beverage Containers. The VENDOR shall serve all food and beverages in recyclable, returnable or disposable containers and use environmentally friendly and sustainable options where possible. Glass or polystyrene commonly known as Styrofoam and single use plastic are NON NEGOTIABLE.
- Waste Minimization. The VENDOR shall practice solid waste minimization and litter reduction by all reasonable means, including (1) minimal use of drinking straws and cup lids; (2) minimal use of packaging products for serving food; (3) minimal use of disposable utensils; and (4) dispensing condiments from bulk containers rather than individual serving packets.
- Food Safety. The VENDOR shall be aware of and comply with all current food safety rules and regulations as required by municipal, county, provincial, and federal governments and their agencies.
- Health Standards. The VENDOR will follow all the standards for safety and health for service, housekeeping, and cleaning throughout the Mobile Unit or the Food Service Area.
- Fees and Taxes. The VENDOR is responsible for collecting and remitting all Province, County and local license fees and sales taxes that may be imposed on the sale of food and beverages through the Mobile Unit or Food Service Area.
- Compliance with Laws. The VENDOR shall comply with all laws, rules, regulations, and orders of the Province of Ontario and other governmental bodies, now in effect or later enacted, adopted or promulgated.
- Licenses and Permits. The VENDOR shall provide, at its sole expense, all licenses and permits necessary for the operation of the concession. The VENDOR shall neatly post all licenses and permits.

IN WITNESS WHEREOF, the parties have executed this Contract on the respective

dates shown by their signatures.

VENUE PROVIDER:

_____ By: _____
(Date) _____, Chair

VENDOR:

_____ By: _____
(Date) _____

PLEASE READ AND CHECK EACH BOX. INCOMPLETE applications will not be processed.

<input type="checkbox"/>	I have included full payment payable to MARKDALE AGRICULTURAL SOCIETY with my application .
<input type="checkbox"/>	I have enclosed current PROOF OF INSURANCE naming the <u>MARKDALE AGRICULTURAL SOCIETY</u> and the MUNICIPALITY OF GREY HIGHLANDS as additional insured.
<input type="checkbox"/>	READ BEFORE SIGNING: VENDOR will adhere to all rules and regulations of outlined in this agreement. The appearance and conduct of the VENDOR and their staff will be in keeping with the image and purposes of the MARKDALE AGRICULTURAL SOCIETY. If a VENDOR is in violation of any of the requirements of this permit or the event rules and regulations, the Venue Provider reserves the right to terminate this agreement at any time. By signing below, I agree to all rules as listed in this contract/application.

Signature

Printed Name

Date