



Food Vendor Application and Contract
Markham-Milliken Children's Festival 2019

Aaniin Community Centre & Library (5665 14th Ave, Markham, ON L3S 3K5)

Application Deadline: Friday, August 9, 2019

Applicant (individual or organization): _____

Booth Name: _____

Contact Name: _____ Email: _____

Day Time Phone: _____ Evening Phone: _____

Fax: _____ Website: _____

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

ENTRY FEE (Select Booth Type):

✓	Booth Type	Space / Booth Size	Cost	Numbers of Booths	Total Cost
	Food Vendor	10' x 10'	\$350		
	Food Truck	10' x 20'	\$500		

Food Description:

Please note:

- Each booth vendor must supply their own tents, tables, chairs and sand bags to secure the tents.
- Booth vendors are responsible for set up and tear down of their own tents, tables and chairs.
- Each booth vendor must supply their own staff or volunteers.
- Electricity and water are not provided by the City.
- All Festival related fees are due **August 9, 2019**.



Schedule:

8:00 a.m. Booths check-in and set-up
 10:00 a.m. Festival begins
 7:00 p.m. Festival ends. Teardown and clean up begin.
 9:00 p.m. **Clean up must be finished by this time.**

<p>By signing this document, the applicant acknowledges to have read this Vendor application and contract in its entirety and agrees to be bound by its terms, including the “terms and conditions” set out below.</p> <p>Authorized signature: _____</p> <p>Printed name: _____</p> <p>Date: _____</p>	<p>For Office Use Only: Application Received on: _____</p> <p>Approval: Approved / Denied</p>
<p>Please send completed application and contract, along with the payment, only if paying by cheque, no later than August 9, 2019 to:</p> <p>City of Markham 101 Town Centre Blvd., Markham, ON L3R 9W3</p> <p>Attn: Jing Yu or Renee Zhang</p> <p>For more information, please contact: Jing Yu (jyu@markham.ca or 905-477-7000 ext. 2546) Renee Zhang (rzhang@markham.ca or 905-477-7000 ext.2089)</p>	<p>Booth Location: _____</p> <p>Payment: Cash Cheque # _____ Credit Card</p> <p>Menu: Approved / Denied / N/A</p> <p>Insurance Certificate Received / Not</p>
<p>Method of Payment: <input type="checkbox"/> Cheque - Payable to “City of Markham” <input type="checkbox"/> Visa <input type="checkbox"/> Amex <input type="checkbox"/> Mastercard <input type="checkbox"/> Cash/Debit Card: In person only</p> <p>Upon receipt of official Booth Application approval from the City, please make payment by Mail, Telephone OR In Person to:</p> <p>Markham Customer Contact Centre Markham Civic Centre - Unionville Doors 101 Town Centre Blvd., Markham ON L3R 9W3 Tel: 905.477.5530</p>	<p>Health Form: Submitted / N/A</p>



TERMS AND CONDITIONS

The Applicant does hereby make application to the City of Markham (hereinafter called the "City") to operate a booth during the Markham-Milliken Children's Festival (the "Festival") to be held at the Aaniin Community Centre & Library, 5665 14th Ave, Markham, on **Saturday, August 24, 2019** (the "Festival Date"), and agrees to abide by the following terms and conditions:

- a. The Applicant shall operate the booth or booths that have been designated by the City on Saturday, August 24, 2019 between the hours of 10:00 a.m. – 7:00 p.m.
- b. The Applicant agrees to pay the non-refundable Entry Fee set out in the Booth Application in advance of the Festival Date.
- c. The Applicant agrees to erect the required facilities prior to the Festival starting time on the Festival date, and agrees that the City shall have the right (in its sole discretion) to approve the appearance and type of the booth(s).
- d. The Applicant agrees to be bound by the location of the assigned booth(s), as determined by the City (in its sole discretion).
- e. The Applicant agrees and acknowledges that no electricity or water facilities shall be provided by the City to any profit, non-profit / charity booth, power generators are only allowed for food vendors, **and will not be provided by the City.**
- f. The Applicant agrees and acknowledges that the Applicant must supply their own staff or volunteers. The Applicant agrees to be responsible for the behavior of the Applicant's staff, volunteers and of the public in their booth(s), and will, at all times, maintain a reasonable standard of conduct.
- g. Please attach with this application **a copy of your menu** with pricing for approval. The City reserves the right (in its sole discretion) to review and approve your menu options and pricing.
- h. The Applicant agrees to set up their booth(s) between the hours of 8:00 a.m. and 9:30 a.m. on August 24, 2019, and complete set up before the start of the Festival at 10:00 a.m.
- i. The Applicant agrees to remove the booth(s) and all debris from the City's premises no later than 9:00 p.m. on August 24, 2019.
- j. The Applicant agrees to abide by any reasonable rules and regulations established by the City regarding the Festival. The Applicant shall not engage in any display, publication, performance, sale of food or merchandise, or any other activity which is in conflict with any applicable law, regulation or by-law. The Applicant will be responsible for obtaining all necessary governmental permits and licenses.



- k. The Applicant agrees and acknowledges that the City reserves the right (in its sole discretion) to terminate the Contract and require the booth(s) to be vacated in the event of a breach of the Contract by the Applicant.
- l. The Applicant agrees that the Contract is non-assignable without the consent of the City.
- m. The Applicant agrees and acknowledges that the City makes no guarantee regarding levels of attendance at the Festival, volume of sales or visits to the Applicant's booth(s) (collectively, "Festival Attendance") due to any cause whatsoever, including without limitation, poor weather conditions. The Applicant shall not be entitled to any refund, in full or in part, of any amounts paid by the Applicant based on Festival Attendance.
- n. In consideration for approval by the City to participate in the Festival, the Applicant hereby waives, releases, and forever discharges the City, and its affiliates, elected officials, directors, officers, employees, contractors, agents, volunteers and sponsors (collectively, "City Representatives") from and against any and all liability, claims, demands, actions, or causes of action for losses, costs, expenses or damages to property or personal injury (including death) (collectively "Liability") which may result from the Applicant's operation of the booth(s) or otherwise in connection with the Applicant's participation in the Festival due to any cause whatsoever, including without limitation, negligence, or breach of any statutory or other duty of care on the party of the City. The Applicant further agrees to hold harmless and indemnify the City Representatives from and against any and all Liability which may result from, or is in any way connected with the Applicant's operation of the booth(s) or participation in the Festival.

For food vendors only:

In addition to the terms and conditions outlined above, the Applicant hereby agrees as follows:

- a. Agrees to register with and abide by all Health Department Regulations and submit the York Region Vendor Health Form to the York Region Health Department ***four weeks prior of the Festival Date.***
- b. Agrees to submit to the City for approval (in its sole discretion) the Applicant's menu with pricing on each item listed.
- c. Agrees to provide proof of insurance, a 2 million dollar General Liability insurance naming the Corporation of the City of Markham an additional insurer. (As required by the City in its sole discretion).
- d. Agrees to provide proof of Food Handlers Certification.
- e. Agrees to keep booth space clean and for correct disposal of trash and charcoal (if applicable).
- f. Agrees to provide proof of Propane Handling TSSA Certification (if applicable).
- g. Agrees and acknowledges that the selling of bottled/canned beverages are restricted to selling products associated with the brand(s) specified by the City (in its sole discretion).