

Beeton & District Agricultural Society

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VENDOR'S CONTRACT AGREEMENT (2023)

TERMS AND CONDITIONS:

NOTE: (Non-profit & Charitable Organizations must provide proof of status for exemption of fees)

1. If for any reason it is necessary to cancel this contract the **Beeton & District Agricultural Society (BDAS)** must be notified in writing fifteen (**15**) days prior to the opening day of the Fair or the total amount will be assessed and be considered due and owing.
2. **No standard electrical outlet will be available or provided.** Electrical service required for outdoor vendor space will be the responsibility of the vendor and must be approved by the BDAS prior to the day of the event. The BDAS does not accept liability for electrical power systems used by vendors. There is a limited amount of access to potable water available.
3. Public address systems will not be allowed to be used by any vendor unless authorized in writing by the BDAS.
4. Selling of raffle tickets on the fairgrounds is not permitted unless approved by the BDAS.
5. It is acknowledged and understood that all displays, concessions and goods are placed at the owner's risk and responsibility.
6. The BDAS reserves the right to demand removal of any item or service that has not been approved or clearly described under "**Type of operation, goods/services to be offered**", in the application form. Furthermore, any goods or services or items being offered for sale or view, which are deemed by the BDAS to be offensive, inappropriate, hazardous, risqué or obscene or pose a health or safety risk shall be immediately removed by the Vendor upon verbal notification provided by a Director of the BDAS, and if necessary, the Vendor may be required to vacate the premises, with no entitlement to a refund of the Vendor Space Rental fee. Furthermore, all goods and wares shall be made available for inspection, in accordance to the law, by any Police Officer while on Fair property during the Fair weekend.
7. **Risk Factors** – the onus is on the vendor to eliminate and/or remove potential risk factors including potential hazards such as slips, falls and other trip-ups associated with their display. Vendors shall take precautions to eliminate hazards posed by tent guide wires, extension cords or display components.
8. **Insurance** – All food vendors must carry appropriate insurance with a minimum of **\$1,000,000.00**. A certificate of insurance indicating coverage at the Beeton & District Agricultural Society fairgrounds site, 72 Second St, Beeton, during the current Fair dates must be provided prior to set up at the event. Contact your insurance broker/agent to ensure that you have the appropriate coverage.
9. **Alcohol** is prohibited in the area assigned to the vendors. Vendors under the influence of alcohol will be asked to vacate the premises, with no entitlement to a refund of the Vendor Space Rental fee.
10. Should any dispute arise between the BDSA and the vendor, not provided for in the terms and conditions of the contract, the decision of the BDAS or its Directors shall be considered final.
11. Passes will be issued on the basis of two (2) passes per day for each ten (10') X ten (10') foot space or ten (10') X twenty (20') foot space rented outdoors. There will be no additional free passes issued.
12. The BDAS reserves the right to cancel this contract and/or refuse space rentals to vendors in subsequent years that do not comply with the terms and conditions.
13. **Vendor** fees not paid in full by **August 31, 2023** will be viewed as a breach of contract/agreement and monies on deposit may be forfeited to the BDAS and any contract/agreement may be deemed null and void unless agreed upon prior by the BDSA.
14. **Vendors** are permitted to set up no earlier than 8:00am on Saturday September **16th** and 9:00am Sunday September **17th, 2023** in the designated area assigned to them by the BDSA. The Fair closes at 5:00pm on Sunday September **17th, 2023** and all goods, tents, trailers etc. must be removed from the fairgrounds at that time.

15. **Vendors** are offered rental spaces in 2023 for both Saturday, September 16th and Sunday, September 17th. While the BDAS does provide security on site, the BDAS shall not be held responsible for damage or theft of any property or goods owned by the vendors or exhibitors while on the fairgrounds property. It is the vendor's responsibility to ensure the safety and security of their goods and/or property.
16. **Vendors** shall keep their goods and/or services within the boundaries of their assigned spaces and keep them in a clean, orderly condition at all times. If directed by a BDAS member to put their site into order, the vendor shall promptly comply. It is the responsibility of the vendor to have all necessary and proper certificates and permits required by all government levels to exhibit and/or sell their product or service and have them present and available for inspection. IE: **Simcoe Board of Health**.
17. **Vendors who wish to offer food or refreshment for sale or distribution**, shall submit a complete menu list to the Fair for approval. Some food items may be prohibited.
18. **Vendors** offering food items for sale or distribution shall be responsible for themselves, assistants or employees in regards to complying with any Municipal, County, Provincial, and Federal guidelines applicable to their offered service or product. **IE: The Health and Safety Act of Ontario**.
19. **Vendors** should be set up and ready for business by 10:00am Saturday, September 16th and Sunday September 17th, **2023**. Access to the site may be restricted for safety concerns after that time.
20. **Vendors** wishing to acquire a site at the **2023** Beeton Fair shall submit by August 15th **2023**, a deposit with their application equal to a minimum of fifty percent (50%) of the total amount of the required space they wish to rent to ensure their appearance at the Fair and paid in full by August 31 to confirm.
21. Space for vehicles and trailers is limited. If there is space near the vending area you may park there otherwise you shall be moved to a parking area. The decision is up to the BDAS member assigned to assist vendors depending on the situation.

Information provided in this contract is considered private. I hereby give Beeton and District Agricultural Society permission to collect this information for **its** use only. The **Vendor** hereby acknowledges that he/she/they has/have read and agrees to the terms and conditions of this contract.

Vendor Signature _____ **Name (Please Print)** _____ **Date** _____

Tel #: _____ **Email:** _____

Home/Business Address _____

Name of Insurance Company _____ **Policy Number** _____

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