

Beeton & District Agricultural Society (BDAS)

VENDOR CONTRACT AGREEMENT & LIABILITY WAIVER 2024

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TERMS AND CONDITIONS:

Note: Non-profit & charitable organizations must provide proof of exemption of fees.

1. If, for any reason, it is necessary to cancel this contract, the **Beeton & District Agricultural Society (BDAS)** must be notified 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 any electrical power systems used by vendors.
There is a limited access to potable water available.
3. Public address systems will not be allowed 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(s) or service(s) that have 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 being 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(s). Furthermore, all goods and wares shall be made available for inspection, in accordance to the law, by any police officer at any time 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's fairgrounds site, 72 Prospect St., Beeton, ON, L0G 1A0, 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. (The fairgrounds are located at the corner of Second and Prospect Streets, Beeton. Premises ID: ON4228721.)
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(s).
10. Should any dispute arise Between the BDAS 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, 2024** 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 BDAS.
14. **Vendors** are permitted to set-up no earlier than 8:00 am on Saturday, September 14, 2024, and 9:00 am on Sunday, September 15, 2024, in the designated area assigned to them at that time by the BDAS Vendor Convenor. The Fair closes at 5:00 pm on Sunday, September 15, 2024, and all goods, tents, trailers etc... must be removed from the fairgrounds at that time.
15. **Vendors** are offered rental spaces in 2024 for both Saturday, September 14th and Sunday, September 15th. 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 fairground 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 always keep them in a clean and 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. **I.e.: Simcoe Board of Health.**

17. **Vendors who wish to offer a food or refreshments for sale or distribution**, shall submit a complete menu list to the Fair Board for approval. Some food items may be prohibited if they come in conflict with those offered by the Fair itself. All menus and pricing shall remain as they were when submitted once approved by the BDAS, until the end of the 2024 Fall Fair.
18. **Vendors** offering food items for sale or distribution shall be responsible for themselves, assistants or employees in regard to complying with any Municipal, County, Provincial, and Federal guidelines applicable to their offered service or product. **I.e.: The Health and Safety Act of Ontario.**
19. **Vendors** should be set up and ready for business by 10:00 am Saturday, September 14th and Sunday, September 15th. Access to the site may be restricted for safety reasons after that time.
20. **Vendors** wishing to acquire a site at the 2024 Beeton Fall Fair shall submit by **August 15, 2024**, a deposit with their application equal to a minimum of FIFTY percent (50%) of the total amount of the required space fee(s) they wish to rent to ensure their attendance at the Fair and **paid in full by August 31st 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 the Beeton & 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
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Tel #: _____ Email: _____

Home/Business Address: _____

Name of Insurance Company: _____ Policy Number: _____

Address: Box 209, Beeton, ON, L0G 1A0

E-mail: beetonfair@gmail.com
 Website: www.beetonfair.com
<https://www.facebook.com/beetonfair>

2024 Fair Dates:
 Friday, September 13th
 Saturday, September 14th
 Sunday, September 15th

LICENSE AGREEMENT/LIABILITY WAIVER

This Agreement made effective the _____ day of _____, 2024,
between the Beeton & District Agricultural Society (“BDAS”), and

(the Vendor).

The parties agree as follows:

1. The BDAS hereby licenses to the Vendor during the period of the Beeton & District Agricultural Society’s 2024 Fall Fair (the “Fair”) from September _____ to September _____, 2024, the space assigned to the Vendor for the purpose of demonstrating, displaying, selling, and providing goods and services set out in the Vendor's application.
2. The Vendor shall have the general layout for the use of the space approved by the Vendor Convenor of the BDAS.
3. The Vendor shall use the licensed space in accordance with the Terms and Conditions set out in the Vendor’s Agreement.
4. The Vendor shall pay to the BDAS the agreed upon amount for the use of the licensed space.
5. The BDAS shall not be held liable for any damage or injury caused to the Vendor, its agents, employees, clients or to its property while on the licensed space, unless such damage or injury is caused by the negligence or willful misconduct of BDAS, its agents, employees, directors, or members.
6. The Vendor agrees and assumes full responsibility to indemnify the BDAS from any and all loss suffered by any member of the public by reason of negligence or willful misconduct on the part of the Vendor, its agents, or employees while on the fairgrounds.
7. The Vendor acknowledges that it is one of many Vendors and agrees to reasonably co-operate with the other vendors and not to interfere with them or create any nuisance to them, the BDAS, or people attending the Fair. Any dispute among vendors shall be settled by the Convener of the Vendors, a director of the BDAS, or a nominee.
8. The Vendor shall not assign or sublet any part of the licensed space without the prior written consent of the BDAS.
9. This agreement, the Vendor Agreement, and Vendor Application constitutes the entire agreement between the parties relating to its subject matter.
10. This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario.

AGREED TO BY: _____

DATE: _____