2027 Vendor Agreement & Liability Waiver

2027 Beeton Fall Fair: Friday, September 17 to Sunday, September 19, 2027

Attention Vendor: This document is for your records only. Please retain a copy for reference.

TERMS AND CONDITIONS

Note: Non-profit and charitable organizations must provide proof of fee-exempt status.

1. **Contract Cancellation**
   If it becomes necessary to cancel this contract, the Vendor must notify the Beeton & District Agricultural Society (BDAS) **at least fifteen (15) days before the opening day of the Fair**. Failure to do so will result in the full amount being assessed and considered due and owing.
2. **Electrical & Water Access**
   No standard electrical outlet will be available or provided. Any electrical service required for outdoor vendor space is the responsibility of the Vendor and must be approved by BDAS before the event. BDAS accepts no liability for electrical systems used by vendors.
   Limited access to potable water is available.
3. **Public Address Systems**
   Public address systems are not permitted unless authorized in writing by BDAS.
4. **Raffle Tickets**
   Selling raffle tickets on the fairgrounds is prohibited unless approved by BDAS.
5. **Vendor Property**
   All displays, concessions, and goods are placed on the fairgrounds at the Vendor's own risk.
6. **Restricted or Prohibited Items**
   BDAS reserves the right to demand the removal of any item(s) or service(s) not approved or not clearly described in the Vendor's application.
   Items deemed offensive, inappropriate, hazardous, risqué, obscene, or posing a health or safety risk must be removed immediately upon verbal notice from a BDAS Director.
   Vendors may be required to vacate the premises without refund.
   All goods must be available for inspection by law enforcement at any time during the Fair.
7. **Risk & Safety Requirements**
   Vendors are responsible for eliminating hazards such as slips, trips, and falls associated with their displays, including tent guide wires, extension cords, and display components.

8. **Insurance Requirements**
   All food vendors must carry a minimum of **$5,000,000** liability insurance.
   A Certificate of Insurance naming the BDAS fairgrounds (72 Prospect St., Beeton, ON, L0G 1A0; Premises ID: ON4228721) and the Town of New Tecumseth (24 Tupper St. W., Alliston, ON, L9R 1H2) as additional insureds must be provided before set-up.
9. **Alcohol Policy**
   Alcohol is prohibited in vendor areas. Vendors under the influence will be required to vacate the premises without refund.
10. **Dispute Resolution**
    Any dispute not addressed in this contract will be resolved by BDAS or its Directors, and their decision will be final.
11. **Vendor Passes**
    Vendors will receive two (2) Vendor Passes for the weekend for each 10' x 10' or 10' x 20' outdoor space rented.
    No additional free passes will be issued.
12. **Non-Compliance**
    BDAS reserves the right to cancel this contract and/or refuse future rentals to vendors who do not comply with these terms.
13. **Payment Deadlines**
    All vendor fees must be paid in full by **July 31, 2027**.
    Applications not accompanied by full payment by this date will be considered incomplete and may be cancelled at the discretion of BDAS.
14. **Set-Up & Tear-Down**
    Set-up times:
    Saturday, September 18, 2027: 8:00 a.m.
    Sunday, September 19, 2027: 9:00 a.m.
    The Fair closes at 5:00 p.m. on Sunday, September 19, 2027. All goods, tents, trailers, and equipment must be removed by **6:00 p.m.**
15. **Security & Property Responsibility**
    Security is provided, but BDAS is not responsible for damage to or theft of vendor property.
    Vendors are responsible for securing their own goods.
16. **Cleanliness & Permits**
    Vendors must keep their space clean and orderly.
    All required permits (e.g., Simcoe Muskoka District Health Unit) must be available for inspection.
17. **Food Vendor Menu Approval**
    Vendors offering food or refreshments must submit a complete menu for approval.
    Items conflicting with BDAS-operated concessions may be prohibited.
    Approved menus and pricing must remain unchanged for the duration of the Fair.
    Food vendors will be asked to list their **top five menu items, including the price for each**. This helps our committee review food offerings, ensure a variety of options, and confirm that pricing is reasonable and affordable for Fair visitors.
18. **Food Safety Compliance**
    Food vendors must comply with all applicable Municipal, County, Provincial, and Federal regulations, including the Occupational Health and Safety Act of Ontario.
    Simcoe Muskoka District Health Unit vendor application: Special Event Food Vendor Application

19. **Business Readiness**
    Vendors must be fully set up and ready for business by **10:00 a.m.** on both Saturday and Sunday.
    Vehicle access may be restricted after this time for safety reasons.
20. **Parking & Vehicle Space**
    Space for vehicles and trailers is limited.
    If space is available near the vending area, parking may be permitted; otherwise, vendors will be directed to designated parking.
    Final decisions rest with the BDAS representative assisting vendors.

LICENSE AGREEMENT / LIABILITY WAIVER

1. **Licensed Space**
   BDAS licenses to the Vendor the assigned space for the duration of the 2027 Beeton Fall Fair, from September 17 to September 19, 2027, for demonstrating, displaying, selling, and providing the goods and services listed in the Vendor's application.
2. **Layout Approval**
   The Vendor must have the general layout of their space approved by the BDAS Vendor Convenor.
3. **Compliance**
   The Vendor shall use the licensed space in accordance with the Terms and Conditions of the Vendor Agreement.
4. **Payment**
   The Vendor shall pay BDAS the agreed-upon amount for the use of the licensed space.
5. **Liability**
   BDAS shall not be liable for any damage or injury to the Vendor, its agents, employees, clients, or property while on the fairgrounds, except where caused by the negligence or willful misconduct of BDAS.
6. **Indemnification**
   The Vendor assumes full responsibility and agrees to indemnify BDAS against all claims, losses, damages, or expenses suffered by any member of the public arising from the Vendor's negligence or willful misconduct, or that of the Vendor's agents or employees.
7. **Cooperation with Other Vendors**
   The Vendor agrees to cooperate with other vendors and not interfere with them or create a nuisance. Disputes will be resolved by the Vendor Convenor, a BDAS Director, or their designate.
8. **Assignment & Subletting**
   The Vendor shall not assign or sublet any portion of the licensed space without prior written consent from BDAS.
9. **Privacy Notice**
   Information provided in this application is considered private. By submitting this application, you give BDAS permission to collect this information for internal use only.
10. **Entire Agreement**
    This Agreement, together with the Vendor Agreement and Vendor Application, constitutes the entire agreement between the parties.

11. **Governing Law**
    This Agreement shall be governed by the laws of the Province of Ontario.

Contact Information
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