



TASTE OF THE KINGSWAY FESTIVAL
September 9th, 10th, 11th, 2016



EXHIBITOR/ VENDOR APPLICATION/ AGREEMENT

This application and deposit are made by the applicant (Exhibitor) for an **Exhibit/Vending Space** under the terms and conditions listed below and if they are accepted by the Event Manager they accept them under those terms and conditions.

Company: _____
 Contact: _____ Title: _____
 Address: _____
 City: _____ Prov. / State: _____ Postal / Zip Code: _____
 Bus Phone: _____ Fax: _____
 Cell Phone: _____ Email: _____
 New/Returning Vendor: _____

All Applications MUST BE SUBMITTED BY July 15th, 2016

Item	Description	# - Rate	Rate	# - Early Rate	Early Bird Rate (June 30 th)	Total
Non-Food Space	10'x10' festival space		\$800.00		\$750.00	
Non-Food Space	10'x20' festival space		\$1,150.00		\$1,100.00	
Non-Food Space	10'x30' festival space		\$1,450.00		\$1,400.00	
Food Space	10'x10' festival space		\$1,050.00		\$1,000.00	
Food Space	10'x20' festival space		\$1,400.00		\$1,350.00	
Food Space	10'x30' festival space		\$1,700.00		\$1,650.00	
Chairs	Chair		\$10.00			
Tables	6'x3' table		\$24.00			
Barricades	8' Barricades		\$20.00			
Power	<u>One</u> 15 amp drop		\$175.00			
						Subtotal
						HST (13%)
						Total
						4% CC Admin Fee (if applicable)
						TOTAL Inclusive of Admin Fee (If applicable)

***** **IMPORTANT TO NOTE:** *****

(1) Please make all payments made by cheque payable to the **KINGSWAY BIA**

(2) Payments made by credit card are subject to a 4% administrative fee.

(3) A \$50 administrative fee will be charged to the exhibitor for all NSF cheques.

(4) Please mail all cheques and completed applications to:
 ENVOKE MARKETING INC.
 5 HUMBER RIDGE, TORONTO, ON M8Y 1Z9
 T. 416.388.2704 E. SALES@ENVOKEMARKETING.COM
 HST #: 14107 9228 RT0001

Will you be using a barbeque/ a propane device? Yes No

Will you be using your own generator? Yes No

Credit Card # _____
 Name on Credit Card: _____
 Signature: _____

Expiry Date: _____
 Date: _____

NOTE: THIS APPLICATION/AGREEMENT SHALL ONLY FORM A BINDING AGREEMENT WHEN SIGNED IN THE SPACE INDICATED BELOW BY THE EXHIBITOR AND ACCEPTED BY THE EVENT MANAGER ON BEHALF OF THE KINGSWAY BUISNESS IMPROVEMENT AREA AS EVIDENCED BY ITS SIGNATURE BELOW. PLEASE INITIAL THE BOTTOM OF EACH PAGE OF THE APPLICATION/AGREEMENT IN THE SPACE PROVIDED.

EXHIBITOR: _____

**KINGSWAY BIA- TASTE OF THE KINGSWAY FESTIVAL
EXHIBITOR/VENDOR APPLICATION/AGREEMENT TERMS AND CONDITIONS**

1. This agreement is made between the applicants herein after referred to as the “Exhibitor” and Kingsway BIA hereinafter referred to as “KBIA” the owner of the 2016 Taste of the Kingsway Festival hereinafter referred to as the “Event”
2. **OFFICIAL AGENT:** KBIA has retained Envoke Marketing Inc. as an event management team, herein referred to as the “Event Manager” as the exclusive and official agent for KBIA with regard to the sales and management of all Exhibit Space including display, exhibit, promotion, sampling, and vending at the Event.
3. **EVENT DATES:** The Event is the 2016 Taste of the Kingsway Festival taking place on Bloor Street (hereinafter referred to as the “Site”), Toronto, Ontario on September 9th-11th, 2016. Exhibitor move-in will commence at 1:00 pm on Friday September 9th and must be completed by 5:30 pm on September 9th. Move-out will be after 6:00 pm on Sunday September 11th and must be completed by 9:30 pm on September 11th. Please note that access will be restricted to Site and to areas within the Site from 1:00 pm September 9th through 11:00 pm September 11th.
4. **LICENSE:** Upon acceptance of this agreement, the Event Manager will grant to the Exhibitor a non-exclusive license to enter upon and use the assigned Exhibit Space(s) within the Site for the sole purpose of the display, exhibit, promotion, sampling or sale of goods and by persons attending the Site. Further the Exhibitor agrees to honour all Event official suppliers and sponsors as designated by the Event Manager.
5. **EXHIBIT SPACE:** All activities by the Exhibitor will be restricted to the location(s) hereinafter referred to as the “Exhibit Space” that is designated for and assigned to the Exhibitor by the Event Manager for the purposes identified in item # 24 and may or may not include the right to vend or sell products or services or conduct sampling.

While using the Exhibit Space, Exhibitors shall:

- (1) Ensure that Exhibit Space is completely setup, operable and staffed during all Event operating hours.
- (2) NOT permit any person other than its employees to use any part of the Exhibit Space.
- (3) NOT conduct any activity other than activities approved in writing by the Event Manager.
- (4) Keep the Exhibit Space and associated tent and equipment in a clean and tidy condition at all times to the satisfaction of the Event Manager.
- (5) Ensure that all tables are covered with an appropriate table cloth and skirt to the satisfaction of the Event Manager
- (6) If serving food and beverages, ensure that the food and beverages are stored, prepared and served in accordance with all City of Toronto by-laws, regulations, and requirements and all provincial and federal laws for the preparation and service for food and beverages.
- (7) Remove all litter and refuse from the Exhibit Space and ensure that it is placed in the refuse bins or sacks provided by the Event.
- (8) If tent is supplied by Event Manager, keep all tent fixtures and fittings in good repair and working order.
- (9) If tent is supplied by Event Manager do NOT make any alterations, decorations or additions to the interior or exterior of event supplied tents nor install any fixtures or fittings without prior consent of Event Manager.
- (10) .
- (11) NOT interfere with or cause any interruption of the electrical service or water supply to your exhibit space or any other vendor (if applicable).
- (12) NOT use any bottled gas or gas equipment in or adjacent to the exhibit space or any other location on the Site without the prior written approval of the Event Manager and the applicable City, Provincial and Federal regulatory agencies.
- (13) NOT cause any strain by placing excessive weights on the floor, walls or ceiling of the event supplied tent where applicable.
- (14) NOT use or permit the distribution of free product sampling on the Site unless prior written approval has been obtained by the Event Manager
- (15) NOT attach anything to the walls, floor or ceiling, which could damage the event supplied tent (this includes posters, signs and tape) (where applicable).
- (16) Any electrical equipment required in the Exhibit Space shall be approved by Event Manager prior to its installation by the Exhibitor. It shall be installed in conformity with all appropriate building codes, permits or regulations and shall be properly insulated and used in such a manner that it is not dangerous or obstructive.

EXHIBITOR: _____

- (17) All generators must be small, quiet and recently inspected and/or serviced to reduce fuel exhaust fumes. All generators must have proper licenses and permits as required by the Toronto Electrical Authority, and may be subject to inspection at an additional fee through the Toronto Electrical Authority. The Kingsway BIA, Envoke Marketing and/or the Toronto Electrical Authority maintain the right of removal of any generators that do not meet the necessary standards or is deemed too loud. Be responsible for hiring, training and, where appropriate licensing, all preparation, and service and clean-up staff to the requirements of the Event, the City of Toronto, and the Province of Ontario.
- (18) Be responsible for all supplies and services required to operate the Exhibit Space including but not limited to paper and plastic cups, plates, knives, forks and spoons.
- (19) Be responsible for hiring, training and, where appropriate licensing, all preparation, and service and clean-up staff to the requirements of the Event, the City of Toronto, and the Province of Ontario.
- (20) Be responsible for the safety and security of their product, displays, fixtures, equipment, vehicles and all other such items that the Exhibitor may bring on to the Site during the Event including the move-in and move-out periods.
- (21) Agree and ensure that all employees, officers, agents service providers, etc. shall comply with all terms and conditions of this agreement and further agrees that the Event Manager may, from time to time, give the Exhibitor further reasonable instructions that will not interfere with the principle use of the Exhibit Space and the Exhibitor shall ensure that these further instructions are complied with by its employees, officers, agents service providers, etc.
6. **EXHIBITOR'S PROPERTY:** Exhibitor's Property including but not limited to, displays, merchandise, fixtures, equipment, vehicles, etc. that are brought on to the Site during the Event including the move-in and move-out periods shall be brought on to the Site at the Exhibitor's own risk and neither KBIA nor the Event Manager nor the City of Toronto may be held responsible for the loss or damage of any property of the Exhibitor, its officers, agents, employees resulting from any cause whatsoever.
7. **TENTS:** Tents not provided by the Event Manager are the responsibility of the Exhibitor and all tents must be erected by the Exhibitor in accordance with all City of Toronto by-laws, regulations, and requirements and all provincial and federal laws. **All tents must be secured/weighed down with sufficient weight to ensure they are safely secured for all weather conditions.**
8. **POWER:** Power is NOT available at all locations but may be requested and purchased in advance for an additional fee as per above per the enclosed order form if available.
9. **WATER:** Water hook-ups are not available. If water is required it is the responsibility of the Exhibitor and the Exhibitor must ensure that they comply with all City of Toronto by-laws, regulations, and requirements and all provincial and federal laws related to the use and disposal of water and/or other liquids.
10. **TELEPHONES:** Telephone hook-ups are not available.
11. **GARBAGE AND CLEAN-UP:**
Exhibitors are responsible for the clean-up of their exhibit space. All garbage generated as a result of their operation must be put in designated bins, dumpsters and pick up areas for pick-up and disposal by the Festival. All exhibitors and vendors must leave their exhibit space(s) as they found it, clear of all garbage, grease stains and oil spills. Failing to do so, will result in fines and clean up fees billed directly to the exhibitor.
12. **PERMITS & TAXES**
- (1) Exhibit Permits: Each Exhibitor is responsible for obtaining and maintaining all permits and licenses required for the operation of their Exhibit Space including without limitation those required by the City of Toronto, the Province of Ontario and all applicable health authorities and all applicable liquor licensing agencies where applicable.
- (2) Taxes: Each Exhibitor is responsible for collecting, reporting and paying applicable HST and any other applicable Tax relating to all Exhibit sales.
13. **PAYMENTS:** No Exhibitors will be allowed to set up on-site until all monies owed including exhibit fees, taxes, permits, service fees, etc. are paid in full.
14. **CANCELLATION**
- (1) Should the Exhibitor wish to cancel this agreement or reduce the total number of Exhibit spaces, the Event Manager will refund all payments received only if written notice of the request of cancellation is received by the Event Manager on or before **August 7th, 2016**.
- (2) Should the Event Manager receive notice of cancellation after **August 7th, 2016** the Exhibitor will receive no refund.
- (3) The waste, washroom, and security fee is non-refundable in all instances and **will not** be carried over to any future festivals in the event of a cancellation

EXHIBITOR: _____

15. **ORDERS**

- (1) The Event Manager will only accept orders upon receipt of the completed Exhibit Application/Agreement and the required payment(s) and the appropriate order form and required payment and all orders will be processed on a first paid first served basis.
- (2) The Event Manager cannot guarantee that any Exhibitor will have a particular location or position at the Event. Event Managers will have the sole authority with respect to assigning of locations.

16. **PRIVATE EXHIBIT**

- (1) Private Exhibit sites at the Event and or on the Site will not be permitted.
- (2) Any Exhibitor involved directly or indirectly, through the supplying of products to Exhibitors not in possession of a valid Event Exhibit permit or in a location other than that which the Event Manager has approved, will result in Event Manager withdrawing the Exhibit permit without financial reimbursement and removing the Exhibitor from site.
- (3) Any Exhibitor involved directly or indirectly in the selling of products that are not consistent with the image or spirit of the Exhibit permit and or products that have not been previously approved by the Event Manager may result in the closing of Exhibitor's Exhibit Space(s) and/or the confiscation of all or a portion of the Exhibitor's product and/or the removal of the Exhibitor and their product from the Site without any financial reimbursement.
- (4) Event Manager reserves the right to approve all products and services to be displayed, exhibited, promoted, sampled and sold. Said approval shall not be unreasonably withheld provided all products are appropriate for displaying or vending at the Event.
- (5) All branded products must be officially licensed or purchased from the brands official licensee.
- (6) Products and services may not advertise or promote brands that compete with the Event's official sponsors, partners and suppliers.

17. **ADVERTISING**

- (1) Exhibitors are permitted to place or erect advertisements, banners, pennants, flags, symbols, logo decals, signs, posters or displays in the Exhibit Space provided that they are in keeping with the image or spirit of the Exhibit and/or the theme of the Festival. Exhibitors may not advertise or promote brands that compete with the Event's official sponsors, partners and suppliers and the Event Manager and/or the KBIA reserves the right to require the Exhibitor to remove any conflicting or offensive advertising material without any financial reimbursement.
- (2) It is strictly forbidden to use the Event name or logo or any other Event affiliated, associated, or related names, logos or trademarks without the authorization of the Event Manager.
- (3) It is strictly forbidden to sell any merchandise, (e.g. clothing, souvenirs etc.) carrying the official name or logo of the Event without the prior written approval of the Event Manager.

18. **PREMIUMS**

Exhibitors are permitted to use merchandise, premiums and promotional material in connection with any promotional activities on site, such as; giveaways, self-liquidating programs, joint merchandise programs, sales incentive programs, door openers, traffic builders or any other promotional program for publicity purposes or in connection with any similar method of merchandising designed to promote their exhibit and/or the sale products or services at their Exhibit Space. Exhibitors may not use merchandise, premiums or promotional material that promote brands that compete with the Event's official sponsors, partners and suppliers. The Event Manager and/or the KBIA reserves the right to require the Exhibitor to remove any conflicting or offensive merchandise, premiums or promotional material without any financial reimbursement.

19. **ACCREDITATION / PARKING PASSES / SERVICE PASSES / VEHICLE ACCESS**

(1) ACCREDITATION PASSES

Given that the Event is a "free event", no Exhibitor accreditation passes will be issued.

(2) PARKING PASSES

No Exhibitor Parking Passes will be issued. We are unable to provide parking for any exhibitors, and parking on side streets is very limited and must be done in accordance with City of Toronto parking by-laws and regulations.

EXHIBITOR: _____

(3) VEHICLE ACCESS

No vehicle may be driven anywhere within the Event Site during the hours that the Event is open to the public and all vehicles must be removed from the Exhibit Space(s) and the Site prior to 9:30 a.m. each day.

Access of vehicles for delivery of goods and or supplies to the Exhibit Space may be authorized Saturday and Sunday between 12:00 am and 8:00 am with a delivery pass.

20. **INSURANCE:**

The Exhibitor agrees to the following insurance requirements and shall:

- (1) Maintain comprehensive general liability insurance with a combined single limit of not less than \$2,000,000 per occurrence or bodily injury and property damage with Kingsway Business Improvement Area, Taste of the Kingsway Festival, the Event Manager (Envoke Marketing Inc), and The City of Toronto in addition to others that may be named from time to time by KBIA being added as additional named insures.
- (2) Provide the Event Manager with an insurance certificate that will confirm these coverage's and that the policies contain severability of interest and cross liability clauses. This certificate of insurance must be provided to the Event Manager no later than August 14, 2016. Failure to provide the insurance certificate could result in cancellation of this Agreement at the Event Manager's sole discretion.

21. **INDEMNIFICATION:**

The Exhibitor agrees to the following indemnification requirements and shall:

- (1) Fully indemnify and save harmless, from and against all claims and demands, costs, charges, and expenses whatever, which it may incur, suffer or be put to by reason of any accident, death, or any person or property suffering damage or injury through or by reason of any such Exhibit Space.
- (2) Fully Indemnify Kingsway Business Improvement Area and Envoke Marketing Inc. for all losses, damage, cost or expense suffered or incurred by Kingsway Village Business Improvement Area and Envoke Marketing Inc., if or to the extent that the same results from any negligent or willful act or omission of the Exhibitor its directors, officers, employees, agents, or contractors or the breach of non-observance by the Exhibitor of any term or condition of this Agreement unless such loss, damage, cost or expense arise as a result of the actions or negligence of Kingsway Business Improvement Area or any of its contracted services, etc.

22. **FORCE MAJEURE and ACTS OF GOD:** KBIA and the Event Manager shall have no liability whatsoever for any matter or thing resulting from strikes, riots, crime, lockouts, fire, act of terrorism or war, or an event described by the legal term act of God such as hurricane, flooding, earthquake etc. that shall prevent one or both parties from fulfilling their obligations herein.

23. All Exhibitors shall ensure that all employees or contractors that are hired locally by the Exhibitor will be governed by the Employment Standards Act for the Province of Ontario.

24. All Exhibitors shall comply with all requirements of the Occupational Health and Safety Act for the Province of Ontario.

25. **DETAILS OF PRODUCTS TO BE DISPLAYED/ EXHIBITED/ SOLD/ VENDED:**

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

26. **IF EXHIBITING OUT OF A TRAILER:**

- (1) Length of Trailer from bumper to tongue: _____ft. Width of Trailer including awning, overhangs, etc. _____ft.
- (2) I will be Exhibiting/Vending out of the passenger side _____ or driver side _____

I hereby declare that having carefully read the above terms and conditions, I accept and agree to abide by all terms and conditions therein contained and any and all reasonable requests which the Event Manager or KBIA within their sole discretion may deem necessary for the proper functioning of the Event. I, _____ hereby confirm that the KBIA, Envoke Marketing, and The City of Toronto is not responsible or liable for any loss or injury, howsoever caused, to anyone under my employ, or to any customers or visitors to my vending premises while operating or remaining on site during the Taste of the Kingsway Festival. I waive the right to seek action against KBIA in any manner or form any claims that may arise in the future as a result of my participation at the Taste of the Kingsway event. Furthermore, I agree to abide by all regulations established by: City of Toronto by-laws- Municipal Licensing and Health Department Regulation regarding Safe Food Handling, Police, Emergency Services and KBIA Festival Organizer.

Signature of Exhibitor: _____ Date: _____

Title: _____