



# Timmins Rotary Ribfest

## Celebrating 100 years of Mining!



### VENDOR CONTRACT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2011

BETWEEN

**THE ROTARY CLUB OF TIMMINS**

P.O. Box 486, Timmins, Ontario, P4N 7E7  
**Herein called "the club"**  
**OF THE FIRST PART**

And

Participant Legal Name: \_\_\_\_\_

Participant Address: \_\_\_\_\_

Participant Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Participant Email: \_\_\_\_\_

**Herein called "the Participant"**  
**OF THE SECOND PART**

**WHEREAS** the Club is organizing an event called "The Timmins Rotary Ribfest" (the Ribfest) to be held at the McIntyre Community Centre, in the Province of Ontario on **June 30 and July 1, 2011**

**NOW THEREFORE WITNESS** in consideration of the mutual covenants hereinafter expressed the parties hereto covenant and agree as follows:

1. The Participant shall pay the sum of \_\_\_\_\_ (**payable to Rotary Ribfest and mailed to 523 Norman St., Timmins, Ontario P4N 4B9**) to the Club by June 15, 2011. Additionally, the Participant shall agree that:
  - a) Payment in full must accompany application. Upon acceptance, confirmation and directions will be mailed to you.
  - b) There is a charge of \$25 on all NSF checks.
  - c) Upon acceptance by the Club, the registration fee is non-refundable unless the event is cancelled.



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- The Participant shall attend at the Ribfest and be open for business at all times during the following hours:

**4pm – 8:00pm – Thursday, June 30, 2011**

**Noon – 8:00pm – Friday, July 1, 2011**

**Setup must be completed before 4pm Thursday, June 30, 2011 or before 11 am Friday, July 1, 2011.**

- The parties agree that the Participant be restricted to the sale, display or giveaway of products and/or services. Only products/services listed in **Appendix A** will be allowed to be displayed, sold or given away at the event.
- The parties agree that the Participant wishing to sell food products shall comply with all requirements listed in **Appendix B**. Participant covenants and agrees not to sell items not specifically set out and authorized in this Agreement; Not to limit the generality of the prohibition herein but for further clarification the Participant may sell or provide:
  - French fries/poutine
  - Corn-on-the-cob
  - Ice cream products
  - Donuts or other dessert products
  - Coffee / Tea

The Participant shall **NOT** sell or provide:

- Soft drinks, iced tea or water
  - Hot dogs
  - Hamburgers
  - Other potato products
  - Chicken wings
  - Ribs, Pork, Chicken
- The Participant shall be responsible for proper disposal of all waste in their respective areas.
  - The Participant shall be responsible for all permit fees or vendor permits required by law. The Participant shall comply generally with all laws and regulations of the City of Timmins and the Province of Ontario in relation to its operations under this Agreement.
  - The participant agrees that booth space may not be sublet and/or shared.
  - The participant agrees that the Club will be responsible for assigning the participant's space and that the participant must use the space assigned.



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8. The participant agrees that display booths may not be attached to any venue property or to any area that would result in damage to the property.
  9. The Participant agrees with the Club that the space allocated to **OUTDOORS** shall not exceed 10 feet X 10 feet.
  10. The Club shall provide security at the site; however the Club shall not be responsible for loss or damage to the Participant's site or to the contents thereof.
  11. The Participant hereby agrees to indemnify to hold harmless the Club and the City of Timmins from and against any and all claims, including without limitation, all claims for personal injury, or property damage, arising from any matter whatsoever under this agreement or concerning any act or omission of the Participant at the Ribfest or by or through any act or omission of the City or the Club and against all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought as a result thereof.
  12. The Participant agrees to inform itself of the terms of the Special Occasion Permit ("the Permit") issued by the Alcohol and Gaming Commission of the Province of Ontario to the Club for the event and agrees to conform to the requirements therein. No alcoholic beverages shall be consumed by the Participant or its staff or agents outside any area licensed under such Permit and in contravention of the times noted in such Permit.
  13. The Participant agrees not to use any amplified sound by the Participant in or near the Participant's site.
  14. The Participant agrees to supply, inspect and maintain proper supports for tent, structures, displays and signage that will withstand weather conditions.
- Please make cheque payable to: Rotary Ribfest
  - Proof of \$2 million liability coverage **MUST** be attached to this Contract **OR** the attached "Vendor/Performer Release Agreement" must be signed.
  - Electrical Outlet required?  Yes  No

### Agreed to and signed in duplicate by the duly authorized representatives of the Parties.

The Club

The Participant

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Teena Simpson

Name: \_\_\_\_\_

Title: Ribfest Member

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



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### Vendor/Performer Release Agreement

By participating as a vendor or performer in the *Timmins Rotary Ribfest*:

I waive and release any and all claims for myself, my heirs, executors and administrators against the **Rotary Club of Timmins-Porcupine, Father Costello Community Care Centre, the City of Timmins,** and/or the **Province of Ontario**, its agents, employees, contractors and licensees and any sponsors, officials, volunteers and organizers of the **Timmins Rotary Ribfest** event in connection with any injury, illness or death which may directly or indirectly result from my participation in this event.

I have read and fully understand and agree with the contents of this Agreement, prior to participating in the **Timmins Rotary Ribfest** event.

Name of Vendor/Performer: \_\_\_\_\_

Address of Vendor/Performer: \_\_\_\_\_

Telephone number of Vendor/Performer: \_\_\_\_\_

Signature of Vendor/Performer: \_\_\_\_\_ Date: \_\_\_\_\_

*The Vendor/Performer Permission and Release Agreement must be signed by each performer. **If a vendor/performer is under 18 years of age then a parent /guardian must sign the Agreement on the performer's behalf.** Vendors/Performers who have not signed the Agreement will not be able to participate in **Timmins Rotary Ribfest**.*

Name of guardian(s) authorized to sign for vendor/performer: \_\_\_\_\_

Address of guardian(s): \_\_\_\_\_

Telephone number of guardian(s): \_\_\_\_\_

Signature of guardian(s): \_\_\_\_\_ Date: \_\_\_\_\_



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## **Celebrating 100 years of Mining!**



### **APPENDIX A**

List any and all products/services that you wish to display, sell, or give away at the event. This list must be submitted with the contract and must be approved by the Club.

Participant Initials: \_\_\_\_\_ Club Initials: \_\_\_\_\_



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### APPENDIX B – Food Vendors Only

**List any and all products that you wish to sell or provide at the event. This list must be submitted with the contract, must conform to the requirements in Item 3 of the Contract, and must be approved by the Club.**

1. The Participant shall be responsible for the provision and the installation of fire safe cement board to cover all cooking areas in order to prevent damage to grass and other surfaces. The Participant must keep the area clean and change such materials as necessary.
2. The participant agrees that all food products must be cooked on-site at the Ribfest event.
3. The Participant shall at all times have in force an insurance Policy in a minimum amount of Two Million (\$2,000,000.00) Dollars covering public liability, bodily injury, food products Liability, property loss and property damage. The Club shall be named as an additional insured and the City of Timmins shall be named as an additional insured on such policy and a certificate of insurance in conformity herewith shall be delivered to the Club on or before June 15, 2011.
4. The Participant shall be responsible for proper disposal of all waste including trash, grease, grey water and ash in their respective areas.
5. The Participant shall remove all cement boards and all trucks and trailers from the Ribfest site at the conclusion of the event, no later than July 2<sup>th</sup>, 2011.
6. The Participant shall be responsible for all permit fees or vendor permits required by law. The Participant shall have fire extinguishers on site as required by fire regulations of the City of Timmins and shall comply generally with all laws and regulations of the City of Timmins and the Province of Ontario in relation to its operations under this Agreement.
7. The Club will provide access to the Participant for electrical power. The Participant is to provide means of heating water and shall create an area for hand washing and clean up purposes in conformity with local government health regulations. The Club shall not provide electrical. The parties covenant and agree that the Club shall not be liable to the Participant nor any one claiming through it in the event power supply is interrupted or lost at any time.
8. The Participant must complete and submit to the Club its electrical requirements on the Electrical Equipment Form attached hereto as Schedule A). The electrical requirements as noted must be approved separately in writing by the Club, as power supply in the park is limited. The Participant is to use electrical equipment that will not trip G.F.I. circuit breakers. The Participant must supply and use Ontario Hydro approved terminals and extension cords. Additional costs for an electrician's time and materials charged to the Club for work required to effect compliance will be charged to the Participant and payable as a term of this Agreement.
9. The Participant agrees to supply, inspect and maintain proper supports for tent, structures, displays and signage that will withstand weather conditions.

Participant Initials: \_\_\_\_\_ Club Initials: \_\_\_\_\_

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