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132 Commerce Park Dr
Unit K, Suite 129
Barrie, ON, L4N 0Z7

BUDWEISER NEW MUSIC FEST

FOOD VENDOR - APPLICATION AGREEMENT 2018

Initial to the left of the event for which the Vendor wishes to participate.

Event: ___ New Music Fest, Sudbury, ON Sept 14-15, 2018.

Site-Fee: \$995.00 +hst (\$1,124.35) CDN per event

Power Service Fee: Initial to the left of your appropriate power requirements.

- ___ 15 amps, \$150+hst (\$169.50)
- ___ 30 amps, \$300+hst (\$339.00)
- ___ 50 amps, \$500+hst (\$565.00)

Vendor Company Name: _____

Owner/Operator Name: _____

Business Street address: _____

City/Province: _____ **Postal Code:** _____

Contact Person day of event: _____

Tel #: _____ **Cell Phone # for day-of Event:** _____

E-mail: _____ **Website:** _____

Brief description of your products(s). Attaching pictures to your application is preferred.

APPLICATION CHECKLIST

PAYMENT TO: Admiral Live

**MAIL TO: Admiral Live
132 Commerce Park Dr, Unit K-129
Barrie, ON L4N 0Z7**

Application to include the following:

CHEQUE or completed Credit Authorization form below

SIGNED AGREEMENT

SIGNED VENDOR RIDER

INSURANCE DOCUMENTS

MUNICIPAL HEALTH APPLICATION

CREDIT CARD AUTHORIZATION

Please Circle One: VISA MASTERCARD AMEX

Card Number: _____

Expiry: _____ CSV Code: _____

Cardholder name: _____ Billing Postal Code: _____

Site Fee \$ _____

Power Service: \$ _____

Sub Total \$ _____

HST: \$ _____

TOTAL: \$ _____

Signature _____

TERMS AND CONDITIONS

As used in this agreement, the use of “Exhibitor” “Vendor” or “Vendors” shall mean (your company name), (the “Vendor”) together with all its parents, subsidiaries and affiliated companies, officers, directors, employees, agents, transferees and assignees, and the Vendor operated by it or them, as the context may require. The use of “Event Organizer(s)” shall mean Admiral Creative Group Inc (the “Organizer”) and its subsidiaries.

1. Vendor must be ready to receive customers two (2) hours before Event gates opening to the public each day of the Event. Failure to arrive on pre-scheduled arrival times may result in Vendor being denied entry of personnel vehicles and supplies, or asked to wait until an appropriate time to be escorted onto the premises.
2. Approved Food Vendors are provided with a limited space to be determined (the “Lot”) to sell their products and/or services. Vendor is responsible for supplying all items required for their Lot location including but not limited to tents, tables, chairs, change floats, etc. Vendor Lot location will be determined by the Organizer. Vendor company name and pricing for products/services is to be clearly displayed. Due to fire and safety regulations all equipment, tents, displays, supports, signs, etc. must flame-retardant, remain within the allotted Lot dimensions and must be set-up in a safe, secure manner. All Vendor tents/shelters MUST be weighted down.
3. Vendors may set up on the Thursday before the Event between 2pm-6pm and must arrive for set up on Friday morning between 9am-10am. Vendor must be fully set up by noon on Friday of the Event for City Official inspection of all completed Vendor Lots.
4. Vendor shall remain open for business for thirty (30) minutes following each operational day of the Event, unless otherwise arranged or instructed by the Organizer. Any tear down of Vendor materials within the Event grounds must be done after one (1) full hour has passed following each operational day of the Event. Under no circumstance will the Vendor tear down materials, tents, trailers etc. while the Event is open to the public without the approval and assistance by the Organizer.
5. No vehicles are to be parked on the Event grounds. Vendor Site-Fee includes one (1) regular parking space within Event staff parking area. Additional vehicle parking space may be available for \$50 each. Otherwise Vendor must find its own additional parking.
6. Vendor shall not sublicense, transfer or appoint any part of its Vendor Lot. Vendor shall not advertise, promote, sell or distribute any product or service not a part of its own regular business or as outlined within this Vendor Application Agreement.
7. **FEES:** The Vendor Site-Fee is due and payable in full upon delivery of this signed agreement to the Organizer. Power Service Fees are due thirty (30) days before the Event(s). Acceptance of this agreement may not be assumed unless and until a copy

hereof signed on behalf of the Organizer and delivered back to the Vendor.

8. Each Vendor is solely responsible for Vendors own merchandise and/or equipment, and for all costs and expenses necessary to operate, including but not limited to, costs of all labour, materials, equipment, supplies, taxes etc.
9. The sale of alcoholic beverages of any kind is strictly prohibited. Consumption of alcoholic beverages by Vendor staff and/or volunteers is prohibited and would result in cancelation of this agreement and Vendor removal from the Event without refund.
10. No distribution, canvassing or vending of any kind may be done in any area of the Event grounds that is not within the Vendors designated lot.
11. Event Organizer will promote the Vendors involvement through several mediums. Vendor must submit **all menu items and prices sixty (60) days before the Event.**
12. A list of all Vendor staff members attending the Event must be supplied to Organizers at least fourteen (14) days before Event.
13. Vendor must meet and follow all applicable laws, including, but not limited to; all regional Health Department, Fire Department and Safe Food guidelines. All food/beverage/snack Vendors are required to submit an Application for Event Permit to the Event Municipal District Health Unit a minimum of fourteen (14) days prior to Event date and must show proof of approved permit to the Organizer upon arrival. Vendors are subject to an onsite inspection during the Event by the local Health & Fire Inspectors.
14. Event Organizers assumes no responsibility for, and will not be liable for any lost, stolen or misplaced merchandise or equipment at the Event. Vendor hereby expressly relieves and discharges the Organizer from any and all liability for any loss, damage, injury or death to persons or property that may be sustained by reason of entry upon the venue and/or the occupancy of the Lot space designated to Vendor under this agreement. Security of Vendors and their Lot is their responsibility and security will not be guaranteed or furnished by the Organizer. The Organizer shall not be liable for any damages or expenses you may incur should any Event be delayed or cancelled.
15. All Vendor products to be sold shall be subject to the prior approval of the Organizer and at all times be of first-class quality, wholesome and pure. All food items must be properly stored inside a professional food vehicle/trailer, covered and off the ground.
16. Preparation, serving or storage of food, supplies and/or equipment is not allowed outside of the designated Vendor Lot.

17. Vehicles, Trailers and Vendor Lots must keep a clean exterior at all times. The Vendor must return the designated Lot at the conclusion of the Event(s) in the same condition in which they received it. Failure to do so will result in losing participation in any/all other Organizer Events without refund.
18. Vendor hereby agrees to indemnify, defend and hold the Organizer (**Admiral Creative Group Inc.**), its landlord, and their respective parents, members, partners, affiliates, divisions and subsidiaries and their respective officers, directors, shareholders, employees, agents and representatives from and against any and all claims, suits, losses, injuries, liabilities and damages (including reasonable attorneys' fees and court costs) arising directly or indirectly from the use and occupancy of the Lot space assigned to the Vendor, by Vendor employees, promoters, agents, representatives, guests, invitees, contractors and/or volunteers.
19. Vendor shall procure and maintain at all times all customary and prudent insurance naming **Admiral Creative Group Inc.**, its landlord or licensors, if any of their respective parents, members, partners, affiliates, divisions and subsidiaries and their respective officers, directors and employees as additional named insured, including (i) Commercial General Liability insurance with limits of at least Five Million Dollars (\$5,000,000) per occurrence, for any bodily injury and/or property damage claims, personal and advertising injury, and for products and completed operations liability and (ii) Automobile Liability Insurance subject to a limit of not less than Five Million Dollars (\$5,000,000.00), combined and covering all owned, non-owned and hired vehicles. Vendor shall also maintain Workers' Compensation Insurance, including Employer's Liability coverage, as required by law. Vendor shall furnish to Event Organizers certificates of insurance evidencing such policies upon execution of this agreement, naming the Organizer as an additional named insured, upon execution of this agreement. The same will be required for the local municipality of the Event.

Organizer Name & Address info for Insurance Certificate:

Admiral Creative Group Inc. 132 Commerce Park Dr, Unit K-129, Barrie, ON L4N 0Z7

20. The Event Organizer will not be held liable for failure to deliver the Vendor Lot as per this agreement in the event of the Event being cancelled or the venue becoming unavailable through adverse weather, fire, act of God, public enemy, strike, authority of law, terrorism, or any other cause beyond the Organizers control. In the event that the Event is not held for any reason whatsoever, the license of space to the Vendor shall be terminated.
21. **REFUNDS:** All Fees in this agreement are NON-REFUNDABLE, regardless of booth placement, sales or competing vendors.

- 22.** All Food Vendors will participate in complimentary ‘mid-sized meal’ promotional tickets (the “Tickets”), which likeness and authenticity is to be approved by Organizers. Tickets will be collected by the Vendor from Event patrons, in exchange for complimentary mid-sized meals provided to patrons by the Vendor. The Organizer will pay the Vendor \$5 for each Ticket the Vendor collects and submits to the Organizer, at the end of the Event.
- 23.** Non-Compliance of any of the terms of this agreement by the Vendor may result in the immediate termination of the Organizers obligations to the Vendor and Vendors removal from the Event without refund.
- 24. MISCELLANEOUS:** This agreement does not appoint either party as an employee or the agent of the other party, or create a partnership of joint venture between the parties. This agreement contains the entire understanding of the parties relating to the subject matter hereof, and supersedes all previous agreements or arrangements between the parties relating to the subject matter hereof. No change, amendment or modification of any provision of this agreement shall be valid unless set forth in a written instrument signed by the party subject to enforcement of such amendment. A waiver by either party of any term or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. If any provision of this agreement is determined by a court of competent jurisdiction to be unenforceable, such determination shall not affect any other provision hereof, and the unenforceable provision shall be replaced by an enforceable provision that most closely meets the commercial intent of the parties. Vendor may not assign any right, privilege or license conferred by this agreement without first obtaining the written consent of the Organizers, which consent may be granted or withheld in the Organizers sole and absolute discretion.

FAILURE BY THE VENDOR TO COMPLY WITH THE ABOVE MAY RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT AT THE SOLE DISCRETION OF ORGANIZER AND FORFEITURE OF ALL EXHIBITOR FEES.

ACCEPTANCE OF AGREEMENT ON BEHALF OF ABOVE-NAMED VENDOR:

I hereby warrant and confirm that the above information is true and correct and further certify that I have read and understand all of the terms and conditions of this agreement. I hereby bind myself and the entity named above as a party to this contract, inclusive of this form and all of the written terms and conditions set forth on the pages to which this signature page is attached.

Vendor Signature	Title	Date
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ACCEPTANCE OF AGREEMENT ON BEHALF OF EVENT ORGANIZER:

Event Organizer Signature

Title

Date