



2017 MERCHANDISE VENDOR APPLICATION

Please fill in all Vendor Information required and use the checklist below to ensure your application is complete. Read and agree to Terms and Condition. Sign and send application with full payment to address below.

VENDOR INFORMATION

BUSINESS NAME: _____

ADDRESS: _____

POSTAL CODE: _____

CONTACT PERSON: _____

EMAIL ADDRESS: _____

WEBSITE: _____

PH: () _____ FAX: () _____ CELL: () _____

I will donate a product and/or service for onsite draws made during the festival weekend.
 Value and Description of donation for advertizing: _____

VENDOR REQUIREMENTS – only 10 spots available

| Vendor Fee - Early Bird - before Apr 30 | | Includes GST |
|---|-----------------------------------|------------------|
| | Vendor booth - no power \$375.00 | \$393.75 |
| | Tent 10 x10 \$50.00 | \$52.50 |
| | Table and 4 chairs \$16.00 | \$16.80 |
| Regular – after April 30 | | |
| | Vendors booth – no power \$400.00 | \$420.00 |
| | Tent 10 x10 \$50.00 | \$52.50 |
| | Table and 4 chairs \$16.00 | \$16.80 |
| Cheque payable to Nanaimo Dragon Boat Festival Society PO Box 575 STN A, Nanaimo BC, V9R 5I5 inquiries:board@nanaimodragonboat.com | | TOTAL DUE |

CHECKLIST- I have included with my application:

| | |
|--|---|
| <input type="checkbox"/> Copies of required Licenses (if applicable) | |
| <input type="checkbox"/> List of Personnel-one parking spot per day | <input type="checkbox"/> Detailed list of products being sold |
| <input type="checkbox"/> Payment in full | <input type="checkbox"/> Proof of Liability Insurance |

Term and Conditions

Please carefully read the following and sign at the bottom. *Nanaimo Dragon Boat Festival Society (hereinafter called "the Society) acknowledges the following Terms and Conditions for applications made by Vendor (hereinafter called "Vendor") applications to the Nanaimo Dragon Boat Festival.*

Application and Approval

1. Applications are considered on a "first come, first served" basis. While all applications are given equal consideration, the Society reserves the right to set criteria for acceptance and to refuse any application. Applications are considered accepted once the Society approves the application and have notified the Vendor.

2. **Payment in full** must be submitted with application. Applications without full payment will not be considered. Unsuccessful applicants will have full payment returned. No contract may be sub-leased.

3. List of Vendor personnel and detailed product list must be submitted with application.

4. Vendors must adhere to their submitted product list on the application and other products cannot be sold unless previously authorized by Festival staff.

5. **Cancellation:** Any Vendor wishing to cancel an application must submit their request in writing no later than June 1. Upon approval of the Society, the Vendor would then receive a 50% refund on all monies paid. There will be no refunds for cancellations made after June 15.

On-Site Set-up and Operation - Maffeo Sutton Park, Nanaimo

1. The Society will make every effort to accommodate space needs, but reserves the right to determine/assign locations.

2. Vendors will be assigned an arrival and set-up time and are responsible for confirming arrival and set-up time with the Vendor Coordinator. Set-up may be delayed for Vendors not on site by their scheduled arrival time. There will be no movement of vendor set-up after 8:00am on Saturday and during festival hours thereafter.

3. **No vendors will be allowed on-site before 9am Friday morning.** If you must arrive before then, please contact the vendor coordinator. The vendor is responsible for his or her own setup, organization and facilities. All vendors must be fully setup by 8:00am Saturday.

4. Vendors are responsible for waste management and disposal. Vendors must not cause or leave behind environmental damage.

5. Vendors must supply all needed equipment unless noted on application above and post price lists in plain sight for the public.

6. Vendors must inform the vendor coordinator if there are any electrical challenges. Where necessary you will be required to unplug any electrical equipment until a solution can be found.

7. Vendors will be given **one weekend parking pass** for use at the Maffeo Sutton Park parking lot.

Legal Responsibility

1. Vendors must, at their own expense, procure and maintain all permits, insurance and licenses required to display or sell their products and comply with all laws and ordinances affecting the execution of their work. The Society reserves the right to confirm validity of all permits and licenses.

2. Vendors must provide proof of Comprehensive General Liability Insurance, either by way of a separate policy or by an endorsement to an existing policy, of not less than 2 Million dollars inclusive per occurrence for bodily injury, death and damage to property.

3. The registered vendor shall be responsible for all damages, claims, charges and injuries, including death, resulting from or arising in connection with the operation of or vandalism to the concession including all equipment, and agrees to indemnify and hold harmless the Nanaimo Dragon Boat Festival Society and its members, organizers and staff from any such claims and charges including liability arising out of the concessionaires exhibit itself and the actions of the concessionaires employees and/or agents.

4. The Society will provide professional security overnight. However, the Society will not be responsible for any items at booths such as and shall not be responsible for individual booths whether the exhibitors booth is staffed and open to the public or not, and shall not in any event be responsible for care and control of the exhibitors equipment and property or the equipment and property of third parties used by the exhibitor, all of which is the sole responsibility of the exhibitor throughout the Dragon Boat Festival.

5. The Vendor declares that it is an independent contractor and it is solely responsible for all acts or omissions of persons who work in the Concession. The Vendor agrees that it shall not hold itself out as representing the Society at any time, and shall not contract or incur debt in the name of the Society.

6. The Vendor shall be entitled to retain for its own use any profits derived from the Concession and shall be responsible for the purchase of the Concessions inventory of supplies as well as for operating losses, if any.

I agree to the Terms and Conditions as they appear in this document.

In consideration for the rights to operate a booth at the 2017 Nanaimo Dragon Boat Festival on July 7- 9, 2017 the following business/group/person _____

agrees to pay the Nanaimo Dragon Boat Festival Society the sum of \$ _____.

Name (Please print): _____

Signature: _____ Date: _____

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|---------------------|-----|--|------|--|
| For office use only | | | | |
| | RCD | | DOC | |
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| | THY | | | |