

# 2024 VENDING TERMS FOR EXHIBITORS



Please read the following terms before submitting your vending or food vending application.

This document is not exhaustive and additional rules and regulations may be applied to the event.

## 1. Allocation of exhibitor space

- a. Allocation of exhibitor space will be determined by the VPS after reviewing complete applications for their appropriateness to the event.
- b. The Exhibitor will be notified by email if their application is successful, waitlisted, or not successful.
- c. The VPS reserves the right to make the final determination of space assignment.
- d. The VPS does not guarantee traffic flow in any area of the event.
- e. Submitting an application by the advertised deadline does not guarantee a placement.

## 2. Payment

- a. The VPS reserves the right to determine the applicable rate category of the exhibitor for the purpose of determining fees. Rate categories are as follows: Community or student group, Small Non Profit, Medium Non Profit, Large Non Profit, Small Business, Medium Business, Large Business, Political group or union, Public service or health provider, Artisan, and Food Service.
- b. Full payment must be made within thirty days of the invoice date, or prior to the event (whichever comes first). Failure to do so will result in the application being subject to rate period changes, or cancellation of the booking at the discretion of the VPS.
- c. Returned cheques and refused payments will be charged processing fees and an NSF fee of \$50.00.
- d. Corporate sponsors should refer to their Letter of Agreement for payment terms and deadlines.

## 3. Cancellation and refunds

- a. Cancellation of the exhibitor's space may be made by emailing [applications@vancouverpride.ca](mailto:applications@vancouverpride.ca)
- b. Cancellations that are received 90 days or more before the event are eligible to be refunded.
- c. Cancellations that are received between 60 and 90 days prior to the event are eligible to be refunded 50% of the exhibitor fees.
- d. No refunds will be made within 60 days of the event.
- e. Eligible refunds will be issued within 60 days after the event.
- f. Corporate sponsors should refer to their Letter of Agreement for cancellation terms and penalties.

## 4. Liability

- a) First time applicants may be required to provide a Certificate of Incorporation or equivalent document to authenticate applicant identity. Additional supporting documentation may be requested by the VPS on a case by case basis. An applicant's inability to provide the requested documentation may result in automatic rejection of the application.
- b) The exhibitor assumes all responsibility for their property, including any loss, theft, or damage to displays, equipment and other property while on the premises of the event.
- c) All property will remain under the control of the exhibitor in transit to and from the event venue, and within the event venue.

- d) The exhibitor must obtain and provide to the VPS a copy of a Certificate of Insurance (COI) stating a minimum \$2 Million General Liability coverage against third party claims for bodily injury, death, and property damage. The COI must include an additional insured endorsement naming the City of Vancouver, Vancouver Board of Parks and Recreation, Vancouver Pride Society and Concord Pacific, their respective employees, officers, agents and volunteers as “Additional Insured” with respect to liability arising out of the activities conducted by or on behalf of the named insured. For more information, please visit [City of Vancouver insurance requirement](#)
- e) The exhibitor will submit a copy of the COI no later than June 22<sup>nd</sup> for events held in July and August. The exhibitor will submit a copy of the COI 48 hours in advance of all other events.
- f) If the exhibitor’s name on the COI differs from the organization on the application form, the exhibitor must inform the VPS at the time of submitting the COI.
- g) Food and beverage exhibitors must obtain clearance from Vancouver Coastal Health in the form of a Permit to Operate or valid temporary food services license. A copy of the Permit with legible permit number and expiry date must be submitted to the VPS by June 22<sup>nd</sup> for events held in July and August, or by May 31<sup>st</sup> for events held in June.
- h) Exhibitors engaged in personal care activities, such as but not limited to face painting, henna, body art, massage, and other therapies, must meet requirements set by Vancouver Coastal Health.
- i) The exhibitor’s failure to provide proof of adequate health certification or proof of insurance coverage by the stated deadlines may waive the booking and prevent further applications from being considered.

## 5. Membership

A tiered membership fee of CAD \$25-100 is charged to all approved exhibitors. Organizations with annual revenues of over \$1Million are charged the \$100 membership tier. Bronze-level sponsors (and above) have membership automatically included in the sponsorship agreement. As a member, your organization will be invited to designate one representative for the purpose of having voting authority at the Annual General Meeting. If your representative changes, you will need to notify the VPS at least 30 days in advance of the AGM to cast a valid vote.

## 6. Exhibitor conduct

- a. Exhibitors, including all persons associated with coordinating, loading, staging, transportation and management of the exhibitor space, must adhere to the VPS’ commitment to provide safe, inclusive, publicly accessible events.
- b. Exhibitors may not directly or indirectly discriminate against or exclude festival attendees.
- c. Exhibitors must at all times treat volunteers, staff, and agents of the VPS with respect. Harassment, bullying, explicit language, and violence will not be tolerated and such behaviours will result in immediate cancellation of the booking without refund.

## 7. Exhibition standards

- a. Exhibitor booth space dimensions are 10 feet by 10 feet unless written approval for alternative dimensions is given by the VPS. Booth space does not include equipment, power, water, plumbing, wifi or parking.
- b. Business must be conducted within the assigned booth space unless written approval for alternatives is given by the VPS.

- c. An exhibitor's booth activities, messaging and products are restricted to those approved by the VPS at the time of application.
- d. The VPS reserves the right to refuse the sale or display of any product not relating to the event mandate, or deemed unsafe by the VPS or relevant authorities.
- e. The exhibitor will staff their booth at all times during the event.
- f. Attention-arousing devices such as noise-makers, flashing lights, movies, music, broadcasting, screens, inflatable equipment, contests, games, and bubble machines must be approved during the application process.
- g. It is the exhibitor's responsibility to ensure tents, carts, stalls, stands, and signs are adequately weighted and secured.
- h. Signage and backdrops must not exceed 8 feet in height without prior approval from the VPS.
- i. The exhibitor will not spike, stake, dig or puncture the event grounds.
- j. Exhibitors will make all reasonable efforts to leave no trace on event sites.
- k. Exhibitors will not bring balloons or single-use plastic bags to event sites. If the exhibitor does not comply they may be fined a \$100 environmental fee.
- l. The VPS may require exhibitor's to refrain from driving motorized vehicles on the event site, or to use barriers such as plyboard wheel guards. Specific instructions for loading will be communicated in advance of the event.
- m. Renting equipment through the VPS: The exhibitor will make all reasonable efforts to protect equipment rented by the VPS. Full payment of third-party fees for damaged or lost equipment will be the responsibility of the exhibitor. Exhibitors should notify the VPS of any damage or missing equipment upon arrival at the event.
- n. Exhibitors must sign out with a VPS representative and pass a site inspection before leaving the event.
- o. If the exhibitor does not pass the site inspection, they will be asked to make the required changes to pass. If the exhibitor does not comply they may be fined a \$100 environmental fee, or the cost of replacing damaged or missing equipment.

## 8. Contests, competitions and draws

Promotions and competitions conducted by exhibitors must be free of any obligation on the part of the entrants or winner. Prize winners must not be required to place an order, nor pay a fee before collecting the prize offered. Personal information collected, retained, and/or used must comply with the Personal Information Act (PIPA).

## 9. Product Sales and Soliciting

- a. Only approved exhibitors have the right to sell goods and services at any VPS event.
- b. Approval shall be communicated by the VPS to the email address the exhibitor provides on the application form.
- c. Occasionally the VPS will enter an exclusivity agreement with sponsors. This may restrict the types of products an exhibitor is approved to sell or give away on site. Product exclusivity information will be made available during the application process. Failure to comply with exclusivity-related restrictions may prevent the exhibitor from being approved for future events with the VPS.
- d. VPS reserves the right to ask an exhibitor to remove products from display or sale.

10. Parking, facilities and equipment rentals

- a. The VPS does not provide parking for the exhibitors and takes no responsibility for any fines or removed vehicles.
- b. Electrical, lighting, plumbing and waste removal service are not provided by the VPS. Food and personal care vendors who require hand washing and power in order to meet Vancouver Coastal Health requirements are responsible for supplying their own facilities.
- c. Exhibitors can bring their own tent, table and chairs, or rent from the VPS' supplier at the time of application.
- d. Tent, table and chair rental requests must be made at least 14 days in advance of events held in June, and 30 days in advance of all other events. Rental equipment is available while quantities last.
- e. Equipment must be returned in good order (see section 7. m) at the end of the event.

11. Consent to contact

The exhibitor provides the VPS consent to contact them via email or telephone for up to two years regarding advertising opportunities and/or exhibiting opportunities similar or related to the original application. The exhibitor can be removed upon their request at any time with reasonable notice.

12. Violations

Exhibitors that violate any of the Terms may be subject to penalties from the VPS. These penalties may include, but are not limited to the following:

- a. A written warning, or in the case of an on-site incident, a verbal warning.
- b.. A fine not exceeding 150% of the exhibitor's entry fee as determined by the VPS to reflect the impact of the violation.
- c.. Ejection from the event by VPS staff or security.
- d. A violation that occurs before the event may result in the exhibitor forfeiting their booking and participation as an exhibitor.
- e. Previous violations and behaviour are considered when exhibitors are considered for participation and may result in the immediate rejection of an application.
- f. Exhibitors that forfeit their exhibition space by violating the Terms are not eligible for a refund at any time.
- g. All exhibitor applicants must be in good financial standing with the VPS before their application will be considered.