

2021 VENDING TERMS

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

The company or individual named in the agreement shall be referred to as “the Exhibitor.” The Vancouver Pride Society shall be referred to as the “VPS.” An agreement is considered valid, for the purposes of these Terms, when an Exhibitor completes the Vendor Application Form or Community Partnerships Form, and, receives written approval from the VPS stating their application has been approved. In the case of a Community Partnership, written approval consists of a Letter of Agreement signed by both parties.

Events operated by the VPS take place with the permission of the City of Vancouver and Vancouver Board of Parks and Recreation, and will be referred to as “the Event.”

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

1) Allocation of exhibitor space

- I. Allocation of exhibitor space will be determined by the VPS after reviewing complete applications for their appropriateness to the Event.
- II. The Exhibitor will be notified if their application is successful, waitlisted (pending status), or not successful.
- III. The VPS reserves the right to make the final determination of space assignment.
- IV. The VPS does not warrant, guarantee or promise expected traffic flow in any area of the Event.
- V. Submitting an application by the advertised deadline does not guarantee placement. All applications are assessed based on their merit and suitability to the Event.

2) Payment

- I. Legible and complete applications submitted prior to June 22nd will be considered by the VPS.
- II. The VPS reserves the right to determine the final category of the Exhibitor for the purpose of determining Exhibitor fees.
- III. Full payment must be made within thirty days of the invoice date, or prior to the event (which ever 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.
- IV. Returned cheques and refused payments will be charged processing fees and an NSF fee of \$50.00

3) Cancellation Policy and refunds

- I. Cancellation of the Exhibitor's space must be received in writing.
- II. Written cancellations 90 days prior to the Event will be refunded, minus 10% of the exhibitor fees upon request.
- III. Written cancellations between 60-90 days prior to the Event will be issued a 50% refund of the exhibitor fees upon request.
- IV. No refunds will be made within 60 days of the Event in the instance of the exhibitor cancelling their involvement.
- V. Eligible refunds will be issued within 60 days after the Event.
- VI. For 2021 events: VPS will give as much notice as possible should the Event need to be cancelled. Due to the ongoing pandemic, VPS will be following all orders from the Provincial Health Officer and municipal authorities.**
- VII. For 2021 events: Equipment rental fees are fully refundable if the VPS cancels any Event due to a Provincial Health Order. Membership fees are non refundable.**

4) Liability

- I. First time Exhibitor 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.
- II. The Exhibitor assumes all responsibility for their property, including any and all loss, theft, or damage to displays, equipment and other property while on the premises of the Event.
- III. All property will remain under the custody and control of the Exhibitor in transit to and from the Event, within the Event, and within the confines of the allocated booth space.
- IV. The Exhibitor hereby waives any demand or claim it may have against the City of Vancouver and the VPS including its Directors, Employees, Contractors, and Volunteers.
- V. The Exhibitor must obtain and provide to the VPS a copy of the Certificate of Insurance (COI) stating a minimum \$2 Million General Liability coverage for the duration of the Event. The COI must list the following as Additionally Insured to the Exhibitor:

The City of Vancouver, Vancouver Board of Parks and Recreation, and the Vancouver Pride Society including its Directors, Employees, Contractors, and Volunteers against any liabilities, claims, damages, suits, costs and expenses; including, without limitation, legal fees and costs arising from or in connection with the occupancy and use of the Event premises (or any part thereof) or any negligent act, error or omission of the VPS or its employees, subcontractors or agents.

- VI. The Exhibitor will submit a copy of the COI to the VPS no later than June 22nd for Events held in July and August. The Exhibitor will submit a copy of the COI to the VPS prior to all other Events.
- VII. If the Exhibitor's name on the COI differs from the named organization on the application form, the Exhibitor must inform the VPS at the time of submitting the COI.
- VIII. 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 22nd for Events held in July and August, or by May 31st for Events held in June.

IX.

Exhibitors engaging in activities of a personal care nature, such as but not limited to face painting, henna, body art, massage, and other therapies, must meet requirements set by Vancouver Coastal Health.

- X. 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 mandatory membership fee is charged to all approved exhibitors. As an organization you will be required to designate a representative, their full name and email in writing. As long as your membership is in good standing this representative will have voting authority at the Annual General Meeting.

6) Exhibitor conduct

- I. 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.
- II. Exhibitors may not directly or indirectly discriminate against or exclude festival attendees.
- III. 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

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

- III. An Exhibitor's booth activities, messaging and products are restricted to those identified and approved by the VPS at the time of application.
- IV. 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.
- V. The Exhibitor will staff their booth at all times during the Event.
- VI. Attention-arousing devices such as, but not limited to noise-makers, flashing lights, movies, music, broadcasting, screens, inflatable equipment, contests, games, and bubble machines must be approved in advance by the VPS.
- VII. It is the Exhibitor's responsibility to ensure tents, carts, stalls, stands, and signs are adequately weighted and secured.
- VIII. Signage and backdrops must not exceed 8 feet in height without prior approval from the VPS.
- IX. The Exhibitor will not spike, stake, dig or puncture the Event grounds.
- X. Exhibitor's will make all reasonable efforts to leave no trace on Event sites and refrain from handing out single-use plastics. The VPS may advise Exhibitor's to refrain from driving motorized vehicles on the Event site, or to use barriers such as plyboard wheel guards.
- XI. The Exhibitor will make all reasonable efforts to protect equipment rented by the VPS on their behalf. Payment of third-party fees for damaged or lost equipment will be the responsibility of the Exhibitor. Exhibitors are encouraged to flag any damage or missing equipment upon arrival at the Event.
- XII. Exhibitors must sign out with a VPS representative and pass a site inspection before exiting the Event.
- XIII. 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

- I. 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

- I. Only VPS approved exhibitors have the right to sell goods and services at any VPS event.

- II. Approval or acceptance for the Event shall be made in writing by the VPS to the email address the Exhibitor provides on the application form.
- III. In some cases, the VPS will enter an exclusivity agreement with Event 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 will be considered against future applications made by the Exhibitor.

10) Parking, facilities and equipment rentals

- I. The VPS does not provide parking for the Exhibitor at Event locations and takes no responsibility for any fines or removed vehicles that occur.
- II. Electrical, lighting, water access and waste removal service are not provided by the VPS. Food and personal care vendors who require handwashing and power in order to meet Vancouver Coastal Health requirements are responsible for supplying their own facilities.
- III. Exhibitors can bring their own tent, table and chairs, or rent from the VPS' supplier at the time of application.
- IV. 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.
- V. Equipment must be returned in good order (see section 6. XI) at the end of the Event.

11) Consent to contact

- I. The Exhibitor applicant 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 sanctions from the VPS. These sanctions may include, but are not limited to the following:

- I. A written warning, or in the case of an on-site incident, a verbal warning. The manner in which the warning is conveyed does not affect the force or effect of the warning.
- II. A fine not exceeding 150% of the Exhibitor's entry fee as determined by the VPS to reflect the impact of the violation.

- III. Ejection from the Event by VPS staff or security.
- IV. A violation that occurs before the Event date may result in the Exhibitor forfeiting their exhibition space and participation as an Exhibitor.
- V. Previous violations and behaviour are considered when Exhibitor applications are considered and may result in the immediate rejection of an application.
- VI. Exhibitors that forfeit their exhibition space by violating the Terms are not eligible for a refund at any time.
- VII. All Exhibitor applicants must be in good financial standing with the VPS before their application will be considered.

13) FOR 2021 EVENTS: COVID 19 Safety Measures and exhibitor expectations

New safety measures are in effect for all in-person events and may change in accordance with provincial health regulations.

- I. Exhibitors and any representatives who are scheduled to work, volunteer, set up or are otherwise engaged in any onsite activity must stay home and self-isolate if
 - A. they are experiencing any flu-like symptoms such as fever, chills, new or worsening cough, sore throat, shortness of breath, new muscle aches, new headache, nausea, loss of sense of smell or taste
 - B. they have been advised by BC public health to do so
 - C. they have arrived from outside of Canada in the past 14 days, or if they have had contact with a confirmed case of COVID 19
- II. If an exhibitor or on-site representative of the exhibitor becomes sick while at the event, they must take the following steps
 - A. Stay in their booth space, keep their mask on and use hand sanitizer
 - B. Request all other persons to move away and close the booth to guests
 - C. Call someone to pick them up immediately and exit the event as soon as possible
 - D. It is recommended by the CDC that the unwell person gets tested for COVID 19 and self isolate for 14 days. If they are willing, please inform VPS of the results.
- III. Exhibitors and exhibitor representatives should wear a face covering at all times, or keep at least a 6ft foot distance from guests, staff and volunteers.
- IV. Specific instructions for setting up and loading out will be communicated to all exhibitors in advance. It is important that exhibitors arrive and pack up at the designated time.
- V. The booth structure, furniture, products and exhibitor's person should be kept within the marked booth area and not encroach on other exhibitors' designated area.

- VI. Exhibitors must follow the designated pathways and arrows when moving around the market area.**
- VII. Exhibitors are encouraged to use signage that clearly identifies guest expectations for their booth. For example “Two guests at a time may enter tent” for booths that allow guests to peruse products inside the booth itself.**
- VIII. VPS will provide hand sanitizer to all guests entering the market and inside the market. Exhibitors are encouraged to have hand sanitizer available at the entry and exit of their booth if they sell products that guests are allowed to touch.**
- IX. Exhibitors must not allow guests to try on clothing or share products unless the product can be safely stored for 14 days or sufficiently cleaned between uses.**
- X. High touch areas within the booth should be cleaned regularly. Payment terminals must be cleaned between each customer.**
- XI. Exhibitors do not receive entry to the festival zone, stage or backstage area.**