



ONTARIO FESTIVAL GROUP (the Group)  
2024 FOOD AND BEVERAGE TERMS AND CONDITIONS

WHEREAS the Group is participating in organizing and sponsoring an event (the "Event") to be held at the Event Site on of the Event Dates articulated in the Confirmation of Food/Marketplace Vendor Application Page;

AND WHEREAS the Group is desirous of contracting with the Participant for the sale by the Participant of food products at the Event Site during the Event Dates;

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

1. **PAYMENTS BY PARTICIPANT TO THE GROUP**

**1.1 Participation Fee:** The Participant agrees to pay to the Group the sum set out in the Application Page for the privilege of being granted permission to be an Official Participant authorized to sell at the Event such approved food products set in the Application Page as are further set out herein. The Participant shall pay the Fee to the Group as follows: 1) 50% Deposit, upon the signing of this Application e-transfer, cheque or credit card, and 2) the balance of the Participation Fee by e-transfer, credit card or post-dated cheque due 4 weeks prior to the event. **The Participation Fee is non-refundable. In the event the event is cancelled by the organizer a full refund will be returned within 30 days of the notice.**

**1.2 Security Deposit:** The Participant shall pay to the Group on the signing of this Application by credit card or post-dated cheque, the sum of \$250.00 as a deposit to be held and applied to: (i), property damage which may be occasioned to the Event Site and (ii) any breach by the Participant of its obligations pursuant to this Application.

The determination of the existence and the extent of damage to the Event Site shall be determined in the sole, absolute and unfettered discretion of BWG Events Group.

In addition to and without limiting any other right or remedy available to it at law or in equity, the deposit shall be forfeited to the Group as liquidated damages and not as a penalty if there has been any damage to the Event Site caused by or contributed to by the Participant or by those for whom it is responsible in law or at equity or if the Participant has breached any of its obligations pursuant to this Application.

Provided that no damage has been incurred to the Event Site in the opinion of the Group as aforesaid and provided that the Participant has not breached any of its obligations pursuant to this Application, the deposit shall be refunded to the Participant within twenty (20) days following the Event.

**ALL GARBAGE MUST BE PUT INTO THE LARGE WASTE DUMPSTERS AS LOCATED ON THE EVENT SITE PLAN THROUGHOUT THE EVENT AND AT THE CONCLUSION.**

**FAILURE TO COMPLY WILL RESULT IN FORFEITURE OF THE DEPOSIT**

**1.3 Utility Services Fees:** The Participant shall pay to the Group on the signing of this Application, by credit card or post-dated cheque, all fees associated if applicable with any electrical or other utility connection provided by the Group as articulated in the Confirmation Page. Should actual utility services costs exceed the original fee paid, the Participant will be required to pay the difference upon notice by the Group. Refer Section 5 - The Group's Obligations & Rights, item 5.

2. **PROOF OF INSURANCE:** The Participant at all times shall have in force a commercial general liability policy through an insurer licensed to carry on business in the Province of Ontario in a minimum amount of Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, covering all forms of public liability, including bodily injury, illness, death, food products liability, property loss and property damage. **the Group, local municipality, and/or local property owners shall be named as additional named insured** on such policy and a certificate of insurance in conformity herewith confirming such insurance coverage shall be delivered to the Group on or before four (4) weeks prior to the Event.

3. **INDEMNIFICATION:** To indemnify, save and hold harmless the Group and any other entity requiring indemnification including their respective officers, directors, employees, and subcontractors against all claims, damages, losses, and actions, including reasonable legal fees, arising out of damages or liabilities for bodily injury, including death, or damage to property, caused by a negligent act, strict liability, breach of Application, error, or omission of the said Party or any of its agents, sub-contractors, or employees in the performance of its obligations under this Application. **See Application for Group Name and Addresses.**

4. **POWER:** Specific power requirement is a must! Please make sure you detail exactly what you'll be using that needs power i.e.: freezer, toaster, fryer, blenders etc.

5. **CANCELLATION OF THE EVENT BY THE GROUP:** The Group reserves the right to cancel the Event at any time without recourse whatsoever by the Participant who agrees not to hold the Group responsible for any expense, cost, loss, damage or claim whatsoever and howsoever caused as a result of such cancellation. A full refund will be returned within 30 days of the cancellation notice.

6. **THE PARTICIPANT ATTENDANCE DURING THE EVENT AND PRE-EVENT SETUP:** The Participant shall attend at the Event and be open for business at the Event Site on the Event Date/s at all times during the event hours. The Participant shall arrive at the Event Site and perform pre-event setup starting at the instructed time in the Signature Page. Failure to attend for setup and/or during the Event Dates may result in the loss of space and forfeiture of any fees and deposits made to the Group.

7. **AUTHORIZED FOOD PRODUCTS:** The Group authorizes the Participant to sell only the authorized food products from and on the Event Site and the Participant hereby covenants and agrees to sell the "Authorized Foods" in the quantities set out below and as described in the **Vendor Application Page**: Between one (1) and four (4) food items at prices and in portion sizes to be mutually agreed upon, and up to five (5) additional Authorized Foods may be sold as approved by the Group and set out in the **Vendor Application Page**.

8. **OBLIGATIONS OF THE PARTICIPANT**

The Participant shall be responsible for the following:

1. The procurement of and payment for all Authorized Foods;



ONTARIO FESTIVAL GROUP (the Group)  
2024 FOOD AND BEVERAGE TERMS AND CONDITIONS

2. The preparation and sale of all Authorized Foods in accordance with all applicable laws, regulations and rules;
3. To obtain and comply with all municipality temporary business operating requirements such as; applying for a temporary food operating license, supplying Valid Photo ID, Business Name Report, TSSA Approval, fees.
4. To comply fully with all health, safety, electrical and fire laws, regulations and rules relating to its preparation, sale and delivery of Authorized Foods including creating an area for hand washing and clean-up purposes and the supply of all first aid kits, fire extinguishers (at least one (1) per BBQ or cooking area), and all other fire and safety equipment as required by law;
5. To supply and provide proof of individually assigned Food Thermometers in all Food Storage areas (Hot and/or Cold);
6. To connect only to such electricity and water sources as may be directed by the Group;
7. To complete and/or inform/submit to the Group its electrical power requirements no later than four (4) weeks prior to the Event which may be amended as directed by the Group;
8. To supply its own electrical cables, extension cords and connections that must comply with Ontario Hydro and other applicable governmental requirements;
9. To supply its own brand new white "food approved" water hoses and extensions that must comply with the Department of Health and other applicable governmental requirements;
10. To supply its own electrical generators for any backup power supply or supplemental power supply;
11. To provide its own means of heating water or other liquids and Authorized Foods;
12. To acquire and pay for all required permits (e.g., business license or public health permit) and to display same as required by law;
13. Complete and return Health Inspection Form no later than four (4) weeks prior to the Event;
14. 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 Event and to conform to the requirements therein;
15. To refrain from consuming any alcoholic beverages and to ensure that its staff, servants and agents do not consume alcoholic beverages outside any area licensed under such Permit and in contravention of the times noted in such Permit;
16. To refrain from using any amplified sound in or near the Participant's sales area;
17. To supply, inspect and maintain proper supports for its tents, structures, displays and signage that will withstand all weather conditions;
18. To prove and install a fire safe cement board and 90 lb. grade roofing tarpaulin to cover all cooking areas in order to prevent damage to grass and other surfaces;
19. To keep its designated area clean, neat, and tidy, free of all waste, refuse, trash and garbage including without limitation, the disposal of all waste, trash, grease and other debris using facilities supplied by the Group for disposal of its and otherwise directed by the Group;
20. To remove all materials (and resulting debris) brought to the Event Site at the conclusion of the Event and to leave its allocated area in a clean, neat and tidy condition;
21. To prepare and sell Authorized Foods only from the area on the Event Site allocated to it by the Group;
22. **TO REFRAIN FROM BRINGING ONTO THE EVENT SITE OR TO PERMIT ON THE EVENT SITE ANY PET OF ANY DESCRIPTION;**
23. To park its vehicles and those of its staff, servants, suppliers and agents only where and as directed by the Group;
24. To comply with all employment standards legislation and regulation and to pay its suppliers, employees, servants and agents as required by its Applications with them;
25. To participate in sales and attendance metrics management reporting tasks in partnership with the Group, in an effort to ascertain the success of food and services featured at the Event;
26. To comply with all rules and regulations of the Group and the requirements of any government authority having jurisdiction with respect to its operations on the Event Site during the Event;
27. To use only recyclable food containers when serving food;
28. **ALL BEVERAGES ARE NOT PROHIBITED TO BE SOLD BY VENDORS, UNLESS OTHERWISE AUTHORIZED IN WRITTEN CONSENT BY THE ORGANIZER. ALL GLASS BOTTLES MUST BE POURED INTO A PLASTIC CUPS SUPPLIED BY THE FOOD VENDOR.**

**9. THE GROUP'S OBLIGATIONS & RIGHTS**

1. Authorized Participant's Space: The Group shall allocate the space on the Event Site from which the Participant may prepare and sell Authorized Foods which space shall not exceed the space amount as set in **VENDOR APPLICATION PAGE** attached hereto.
2. Access to Power and Water: The Group will provide access to the Participant for water provided that the Participant shall supply municipality-required brand new white "food approved" water hoses and power that is included in the Vendor Fee. Extension cords must be provided by the Participant.



ONTARIO FESTIVAL GROUP (the Group)  
2024 FOOD AND BEVERAGE TERMS AND CONDITIONS

3. **Interruption of Power and Water Supply:** The Group shall not be liable to the Participant or anyone claiming through it under any circumstances in the event power or water supply is interrupted or lost at any time.
4. **Allocation of Power and Water Resources:** The Group shall have the right but not the obligation to approve the electrical requirements identified by the Participant and to limit its access to power or water supply as in its sole, absolute and unfettered discretion, it considers appropriate to meet the needs of all participants in the Event or to meet the requirements of regulatory authorities.
5. **Costs for Power and Water:** Any costs for electrician or plumber time and materials charged to the Group for work required to effect compliance by the Participant with any requirement herein pertaining to power or water supply and connections shall be charged to the Participant and payable as a term of this Application (see Payments by Participant to the Group – 1.3 Utility Services Deposit).
6. **Security Services:** The Group shall supply overnight security on the Event Site provided that the Group **shall not** be responsible or liable under any circumstances for loss or damage to the Participant's area or contents thereof.
7. **General Clean-Up:** Without limiting the obligations of the Participant pursuant to this Application, the Group shall supply cleanup of the overall general areas of the Event Site both during and following the Event.
8. **Parking:** Provided that the Participant has supplied a vehicle description including weight, length and license plate numbers for all its vehicles (see **Schedule 3**) that it intends to have at the Event on the signing of this Application, the Group shall arrange for delivery of all necessary parking permits.
9. **Right to Sell Beverages:** The Group reserves all rights to sell beverages of any kind on the Event Site, including but not limited to the sale of alcohol (by permit only), soft drinks, water and any other beverage it determines to be applicable.
10. **Right to Perform Sales and Attendance Metrics Management:** The Group shall perform sales and attendance metrics management tasks to ascertain the success of food and service features at the Event, as information will assist with future planning events.
11. **Right to Perform Food Judging Contest and Market the Event:** The Group reserves all rights to conduct a Food Judging Contest and to make reference to the Participants in combination with the varied marketing initiatives pre-, day of- and post-Event.
5. **NO TAX RECEIPTS PROVIDED:** This Event is a community festival and fundraising event. The Group is a not-for-profit corporation and charitable receipts will not be given. All vendors will receive a receipt for payment via email after payment.
6. **ROAD CLOSURES AND TRAFFIC CONTROLS:** Road closures and reduced traffic flow conditions might be in effect two (2) days prior to the Event. The Participant should contact the Group four (4) weeks prior to the Event to clarify the approved route for staging the vehicles and/or directions on accessing the Event Site.
7. **GENERAL:**

11.1 **Non-Exclusivity.** This Application is non-exclusive and the Group may enter into other Applications with any other party or parties from time to time and at any time or times with respect to the Event including Applications similar to this Application, on such terms as the Group shall deem appropriate without recourse by the Participant.

11.2 **Applicable Laws.** This Application shall be governed by the laws of the Province of Ontario.

11.3 **Severability.** Any provision of this Application which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provisions in any other jurisdiction. To the extent permitted by applicable law each party hereby waives any provision of law which renders any provisions hereof prohibited or unenforceable in any respect

11.4 **Waiver.** Failure by the Group to assert all or any part of its rights upon any breach of this Application shall not be deemed a waiver of such rights either with respect to such breach or any subsequent breach nor shall any waiver be implied from the acceptance of any payment or service. No written waiver of any right shall extend to or affect any other right the Group may possess nor shall such written waiver extend to any subsequent similar or dissimilar breach. No written waiver of any right shall extend to or affect any other right the Participant may possess nor shall such written waiver extend to any subsequent similar or dissimilar breach.

11.5 **Entire Application.** Upon acceptance of this Application by the Participant, the provisions hereof shall constitute the entire Application between the parties and supersedes all prior prices, offers, negotiations and Applications relating to the subject matter hereof.

**PARTICIPANT DECLARATION**

By signing the **Application Page 1** we have read and fully understand that the information guidelines, including the terms and conditions of participation, shall become a binding Application and I/we agree to abide and conform to the terms and conditions as set forth above.