

Halton Agricultural Society

Location: 136 Robert Street, Milton, ON Mailing Address: 8490 Lawson Road, P.O. Box 142, Milton, Ontario L9T 8T3 Telephone: 905-878-5689 Email: <u>office@miltonfair.com</u>

CONTRACT INFORMATION FOR FOOD CONCESSION

at the 169th MILTON FALL FAIR SEPTEMBER 27, 28, 29, 2024

Space for food concession will be allocated on a "FIRST PAID, FIRST SERVED" basis and assigned site location will be determined by the HALTON AGRICULTURAL SOCIETY. Therefore, completed applications for space with payment to the HALTON AGRICULTURAL SOCIETY should be returned to the Secretary at the above address as soon as possible.

THERE WILL BE <u>NO REFUNDS</u> MADE FOR CANCELLATIONS MADE AFTER SEPTEMBER 1st, 2024.

Payment accepted in <u>E-TRANSFER OR CASH ONLY</u> for applications <u>AFTER</u> September 1st, 2024. No post-dated cheques will be accepted.

STEPS:

- Complete the application form (below) and submit, along with any of the required documentation listed below, to office@miltonfair.com, by mail to the HAS Office mailing address provided.
 - a. Technical Standards and Safety Authority (TSSA)
 - b. Certificate of liability insurance, listing the HAS as additional insured for the duration of the Fair.
 - c. Confirmation of Halton Region Public Health Special Event Food Vendor Application
- Wait for written/emailed confirmation from the HAS indicating acceptance of application to be a vendor at our event along with a confirmation invoice of the total amount owing.
- Upon acceptance of your application, full payment is to be sent to reserve your space via e-transfer to
 office@miltonfair.com, cheque by mail to the HAS Office mailing address provided, or in person at the HAS
 office.

GENERAL EVENT VENDOR INFORMATION

DATE: September 27th to 29th, 2024

FAIR HOURS:Friday, September 27th - 9:00 am to 3:00 pm (setup) - CHECK IN AT THE FAIR OFFICE
Friday, September 27th - 3:00 pm to 11:00 pm
Saturday, September 28th - 9:00 am to 11:00 pm
Sunday, September 29th - 10:00 am to 5:00 pm

SPACE DETAILS: Only outside spaces are available for vendors, sales booths, displays, etc. (sold in 5-foot increments only). You must book the space you need, not less. No Counter Space, awnings, tables, chairs or any other part of a display may extend onto driveway. Concessionaires must supply all their own equipment; tables, chairs, tents, extension cords and any other supplies <u>ARE NOT</u> provided. Sharing or subletting of booths space is strictly prohibited. HAS reserves the right to use images and promotional material submitted by the vendor and any photographs taken during the event for promotional purposes without prior notice. All items for sale, including tickets for various lucky draws, are to be sold within your booth, under no circumstances are any sales to be negotiated in the roadways.

SECURITY DEPOSIT: A deposit of \$100 is required for garbage, clean-up, damage, or leaving early. It will **NOT** be refunded if you leave garbage, damage, failure to operate all hours required on the vendor application, or early departure.

The Halton Agricultural Society (HAS) reserves the right to eject any concession that does not comply with the objectives of the Fair or should any of the Rules and Regulations not be followed.

NO CANDY APPLES, CARAMEL APPLES, CANDY FLOSS, POPCORN, CARAMEL CORN, SNOW CONES AND ICE ARE TO BE SOLD.

PORICULTURATE OCIETY	Office Use Only: VENDOR
MILTON	Paid:
Halton Agricultural Society	Date:
Location: 136 Robert Street, Milton, ON Mailing Address: 8490 Lawson Road, P.O. Box 142, Milton, Ontario L9T 8T3	3 HRHD:
Telephone: 905-878-5689 Email: office@miltonfair.com	Insur:
APPLICATION FOR FOOD CONCESSION AT THE 169 th MILTON FALL FAIR SEPTEMBER 27, 28, 29, 2024	
Name of Company or Organization:	
Name of Contact Person:Address:	
City:Postal Code:	
Email:Phone:	
Name & Mailing Address for approved <u>DEPOSIT RETURN</u> : (PLEASE PRINT)	
Name to appear:	
Address:	
OUTSIDE FOOD CONCESSION: Flat rate for food concessions is for 25 linear feet frontage = Linear footage indicates the total amount of frontage of the booth space. = Additional space available at \$17.00 per linear foot. You must book exactly what you need, not les Extra feet requiredx \$17.00 per linear foot =	SS.
Use of a Generator (Y/N): Decibel Level:	
HYDRO REQUIREMENTS: 110-volt (15 amp) - # of outlets required: X \$35.00 per outlet = OR	(+ HST)
ALL OTHER CONNECTIONS (requiring an electrician) is a flat \$250.00 (+ HST) Number of special connections required: X \$250.00 = These special connections will be done by a qualified electrician supplied by the Halton Agricultural So take place 9 a.m. till noon on Friday September 27, 2024. Make sure you are present at that time.	(+ HST) ociety. Hook ups will
CONCESSION PASSES: Two (2) supplied with each food concession contract. Additional passes may be purchased at \$20 per	pass.
Extra passes required?X \$20.00 per pass (+ HST)	
PASSES MUST PRESENTED AT THE ENTRANCE GATES AND MUST BE WORN AT ALL TIMES. FAILURE TO BEING CHARGED ADMISSION WHEN YOU ENTER THE GROUNDS AND REFUNDS WILL NOT BE GIVEN. FAILURE TO PRODUCE PASSES AT THE GATES MAY RESULT IN FORFEITURE OF DEF	ISSUES ARISING FROM
List all foods and beverages to be sold:	
NOTE: NO CANDY APPLES, CARAMEL APPLES, CANDY FLOSS, POPCORN, CARAMEL CORN, SNO CONES AND ICE ARE TO BE SOLD.	
TOTAL AMOUNT OWING: SUBTOTAL:	
(NSF Cheques Subject to \$30 charge) HST: _	
	, mail
Once your payment is received, consider that your confirmation!	

Hope to see you at the 2024 Milton Fall Fair.

Schedule A – Rules & Regulations for Concessionaires

Admission Passes: <u>Two passes</u> are supplied to each contract renting <u>10 feet or less</u>. Additional passes may be purchased at \$20 per pass, on the above application form. Passes <u>must be picked up at the office prior to the Fair</u> or on the day of set-up before 3 p.m.

PASSES MUST PRESENTED AT THE ENTRANCE GATES AND MUST BE WORN AT ALL TIMES. FAILURE TO DO SO WILL RESULT IN BEING CHARGED ADMISSION WHEN YOU ENTER THE GROUNDS AND REFUNDS WILL NOT BE GIVEN. ISSUES ARISING FROM FAILURE TO PRODUCE PASSES AT THE GATES MAY RESULT IN FORFEITURE OF DEPOSIT.

Electricity: One standard 15-amp, 110-volt outlet will be available at the listed cost, or one 30 amp 220 volt outlet will be available at the listed cost. Any additional electrical service must be approved and connected by the Halton Agricultural Society and/or the HAS's electrician and may include additional cost to the Vendor.

Insurance: All exhibitors must present proof of insurance (prior to the Fair) naming the *Halton Agricultural Society* as additional insured for the duration of the Fair. Minimum liability of \$2,000,000 is required. We've partnered with Duuo Insurance to offer Milton Fall Fair vendor's affordable short-term insurance coverage that meets our requirements. Get set-up in minutes and enjoy preferred partner pricing by requesting our unique <u>LINK</u>

Operating Hours:	Friday, September 27 th	3:00 pm - 11:00 pm
	Saturday, September 28 th	9:00 am - 11:00 pm
	Sunday, September 29 th	10:00 am - 5:00 pm

Payment: Vendor space in only confirmed with full payment of invoice and receipt of insurance. Payment can be made via etransfer, cheque (no post dated accepted), or in person at the HAS office. E-transfer payments can be sent to <u>office@miltonfair.com</u> with prior written instruction. Cheques are made payable to: Halton Agricultural Society and mailed to: PO Box 142, 8490 Lawson Road, Milton ON L9T 8T3.

Prohibited Items: The following items are not permitted for sale: candy apples, caramel apples, candy floss, popcorn, caramel corn, snow cones, ice, knives, firearms, weapons of any type, laser pointers/lights, exploding bags, cap guns, drugs, drug related items, illegal items, any clothing, hats, belts, buckles, shirts, pants, blankets, etc. that have curse words written or inscribed on them, and any item that may be of a safety concern. The HAS may require any Vendor to remove such prohibited items from HAS Property. A failure to comply with this requirement will result in the removal of the Vendor from HAS Property without refund and such other action as the HAS deems fit.

Public Health Requirements: All vendors are required to comply with local Public Health Guidelines. If necessary, vendors must file a *"Food Vendor Application"* with the Regional Municipality of Halton Health Department <u>at least 4 weeks prior to</u> the fair. The Regional Municipality of Halton Health Department may be reached at 905-825-6000. The Health Department Inspector has the authority to enter the grounds and inspect your concession.

Security of Vendor Property: The Halton Agricultural Society will take all reasonable precautions for the protection of all public and private property but will not be held responsible for any loss or damages. Each night, all concessions are to be made secure and all material is to be cleared away, so that there will be no loose material around your booth.

Set-up and Tear-down: Set up may begin at 9 a.m. on Friday, September 27th, 2024. Concessions must be ready for operation by 3 p.m. NO CONSTRUCTION WILL BE PERMITTED AFTER 3 P.M. THE HALTON AGRICULTURAL SOCIETY REQUESTS THAT NO SALES TAKE PLACE UNTIL 3 P.M. All concessions and exhibits shall be open during normal operating hours of the Fair <u>and cannot be taken down until 5 p.m. on Sunday, September 29th, 2024.</u> Booths and Exhibits must be off the property by midnight Sunday, September 29th, 2024, as there will be no security and the Halton Agricultural Society will not be responsible for anything left on the grounds.

Sound: No loudspeakers or objectionable noise will be tolerated in the Concession area.

Tent Permits:

Tent Permits are required by the Town of Milton on any tent larger than 645 sq. ft. Please contact the Town of Milton (905) 878-7211 for further details. **IT IS YOUR RESPONSIBILITY TO MAKE ARRANGEMENTS.**

Vendor Acknowledgements: The vendor agrees to sell only those products or services declared on this approved application. Any changes or additions must be approved by HAS prior to implementation. Concessionaires must supply all their own equipment; tables, chairs, tents, extension cords and any other supplies <u>ARE NOT</u> provided. Sharing or subletting of booths space is strictly prohibited. HAS reserves the right to use images and promotional material submitted by the vendor and any photographs taken during the event for promotional purposes without prior notice. All items for sale, including tickets for various lucky draws, are to be sold within your booth; under no circumstances are any sales to be negotiated in the roadways. The Halton Agricultural Society (HAS) reserves the right to eject any concession that does not comply with the objectives of the Fair or should any of the Rules and Regulations not be followed.

Vehicles: No vehicles, including, but not limited to cars, pickup trucks, tractors, motor homes, or trailers, are permitted on the Fairgrounds during Milton Fall Fair Open Hours, unless such vehicles are integral parts of the vendor/concession display (for example, food trucks or trailers), or are expressly permitted by the HAS. Vehicles on HAS Property remain at the risk of the Vendor/vehicle owner.

Waste & Recycling: The vendor is responsible from removing all garbage from their space daily. Garbage must be taken to the south end of the grounds, to the large dumpsters and <u>NOT</u> placed in any of the garbage cans throughout the grounds. Vendors are encouraged to remove waste and recyclables themselves where possible, and to otherwise strictly limit the use of non-recyclable materials. Recyclables include glass, recyclable plastic and aluminum/metal containers, no contaminated paper and cardboard. Vendors/Exhibitors/Concessionaires are required to maintain their leased spaces in an orderly fashion and keep waste and recyclables contained.

Amendments: The HAS may amend or publish rules, regulation, requirements, and limitations, from time to time and Vendors are required to abide by such rules, regulations, requirements, and limitations as if they were terms and conditions of this Agreement, which rules, regulations, requirements and limitations include, but are not limited to those as set out in the Milton Fall Fair Book.

Matters Not Addressed: If a question or issue arises not addressed in herein, the HAS shall make any determination necessary for the safe and efficient operation of the Milton Fall Fair or such other event as may be taking place on the Fairgrounds or HAS Property, and such determination shall be final. The HAS shall have the final and absolute right to interpret, amend, and enforce its rules and regulations as it sees fit in the interests of safety, security, expediency, and for the enjoyment of the HAS, Lessees and Visitors. Under this broad authority, the HAS may exclude any person or organization from the Fairgrounds or HAS Property at any time. Persons or organizations refusing to vacate upon demand by the HAS shall be considered trespassers and dealt with according to law.

ATTENTION:

Vendors Operating Propane, Natural Gas, or other Hydrocarbon Fuelled Equipment

Due to the difficulty of acquiring liability insurance, it is the responsibility of the Vendor named below to:

 ensure that the equipment being used is in safe working order and meets the all local and Provincial legislation

that the equipment is installed/operated in a safe manner

- that all persons operating the equipment are trained in its safe use and their duties and emergency procedures
- equipment must be certified for use by any of the following:
- Canadian Gas Association (CGA)
- Underwriters Laboratories of Canada (ULC)
- Underwriters Laboratories Inc. (CUL)
- Warnoch Hersey (WH)
- Canadian Standards Association (CSA)
- International Approval Services (IAS)
- and in some cases:
- American Gas Association (AGA)
- Underwriters Laboratories (UL)
- the owner/operator shall provide <u>documentation which affirms</u> that the equipment under their control is in safe acceptable working condition

I, the undersigned, understand and will abide by the guidelines outlined above and will be responsible for all propane, natural gas or other hydrocarbon equipment operated at the 2024 Milton Fall Fair by myself or my employees.

Company Name:_

Authorized Signing Officer or Vendor Operator

Witness

Date:

Date:

requirements of

We have carefully read this Contract and Schedule 'A' information which accompanies this form and agree to abide by the Regulations outlined herein.

SIGNATURE: _____ DATE: _____

IN ORDER FOR THIS CONTRACT TO BE VALID, THE HOLD HARMLESS AGREEMENT MUST BE SIGNED.

Due to the difficulty in acquiring liability insurance for the Fair, it is necessary for all participants in events, livestock exhibitors and concessionaires to sign a "Hold Harmless" agreement against all claims (demands, losses, costs, damages, actions, suits) on proceedings by any third party howsoever caused.

□ <u>ALL</u> Exhibitors, Artists, Performers, Attractions, Entertainment and Vendors must show proof of \$2,000,000 liability insurance naming the Halton Agricultural Society.

□ In the event Public Health Restrictions prohibit in-person events during the Milton Fall Fair, the Halton Agricultural Society will work with vendors to provide practical options for refunds or retaining of funds for future events.

HOLD HARMLESS AGREEMENT:

(Print first and last name of Concessionaire)	shall Indemnify and Hold Harmless the Halton Agricultural Society, their members, agents, directors and employees from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by any third parties that may arise out of, or may attribute to, all operations performed by or carried out by	
(Print first and last name of	his agents, employees, or servants or anyone for whose acts he may be held liable, howsoever caused.	

(Signature of Owner, Authorized Signing Officer, Exhibitor or Tenant)

Concessionaire)

Witness