



2023 VENDOR TERMS AND CONDITIONS AGREEMENT

2023 Marketplace

1. The eighth annual Ukrainian summer festival is scheduled to occur from August 19-20, 2023.

Locations

2. The 2023 Capital Ukrainian Festival will occur at the following two locations. Vendors are invited to participate on Sunday, August, 20, 2023. There will be no opportunities to vend items at the Korchma:

Welcome to the Korchma (Ukrainian Pub Night)

Saturday, August 19, 2023
Ukrainian Banquet Hall
1000 Byron Ave,
Ottawa, Canada
9:00 pm – 1:00 am

Yarmarok (Marketplace)

Sunday, August 20, 2023
1000 Exhibition Way
Landsowne Park (East Court)
Ottawa, Canada
9:00 am - 3:00 pm

Vendor Categories

3. There are two categories of Vendors:

Food Vendors: prepare and sell food for consumption at the Marketplace.

Pop-up Tent Vendors: include all vendors not selling ready to consume food and who would like to operate in their own pop up tent. They include Artisan and Commercial Craft Vendors.

Mandatory Vendor Set Up Hours

4. Vendor hours are subject to change at the discretion of the Capital Ukrainian Festival Marketplace.

All Vendors: Sunday August 20, 2023

Load in + Setup: 7:00 am - 8:30 am

Operate: 9:00 am - 3:00 pm

Tear-down + Departure: 3:00 pm – 5:00 pm

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| Load In and Set Up | 5. Vendor load in and set up time is between 7AM and 8:30 AM. |
| Fees & Payment | 6. Vendors will not be permitted to Load In and Set Up if the Capital Ukrainian Festival has not received payment in full. |
| Inspection Timelines and Penalties | 7. Vendors should be fully set up and ready for bylaw inspection on Sunday, August 20 at 8:30 am. Vendors unprepared for the City of Ottawa inspections will be held responsible for any difficulties, costs, or penalties incurred by the Festival. |
| Restocking | 8. Vendors cannot bring vehicles onto the grounds during the event for any reason. Restocking must be done by hand cart. |
| Take Down | 9. Vendors may take down their booths no earlier than Sunday, August 20 at 3:00 pm unless approved by the Capital Ukrainian Festival Marketplace. |
| Trash | 10. Spaces must be free of trash, litter and other refuse at all times. |
| Site Clean-up | 11. Upon conclusion of the Marketplace, Vendors are responsible for removing their equipment and waste and returning their site to its pre-Marketplace condition. This must commence immediately upon the closing of the Marketplace on Sunday, August 20 at 3:00 pm. Failure to do so may result in a cleaning-up fee of up to \$500.00 CAD. |
| Security | 12. Vendors are responsible for the security of their own property and equipment at all times. 13. Leaving valuables on site is done at the Vendor's own risk. No security personnel will be assigned to Vendors. |
| No Pets | 14. No dogs, except service dogs, are permitted at the Marketplace. |
| Conduct | 15. Vendors must be suitably attired at all times. All Vendors are encouraged to wear Ukrainian ethnic clothing and/or display Ukrainian flags or other Ukrainian cultural ornaments. |

16. Vendors may not smoke or consume alcoholic beverages within any assigned space.

17. Vendors will not engage in live or recorded music during the Vendor hours unless approved by the Marketplace.

Canvassing

18. Vendors may canvass only from inside their booth space. Canvassing from outside of the booth space is not permissible and Vendors shall be liable for immediate closure, removal from the Marketplace and loss of all submitted monies.

Sales

19. The Capital Ukrainian Festival does not guarantee sales or audience size. It is estimated that up to 4,500 people could attend the Marketplace between 9:00 am and 3:00 pm.

Content

20. No merchandise shall be sold, distributed or displayed that may be construed as unlawful, threatening, libelous, defamatory, obscene, scandalous, inflammatory, pornographic, or profane or any other material that could give rise to any civil or criminal liability under the law.

Space

21. Booth spaces are 10 ft x 10 ft each, with approximately 2-3 ft between vendors. All tents must be amply grounded (i.e., secured with sandbags).



22. Booth-sharing is not permitted, and all products must be wholly owned or represented by the Vendor renting the booth space. Any subletting, sharing or promoting of products by Vendors that does not officially represent exhibit space is not permitted.

23. Vendor merchandise, products and services, including restocking supplies must fit within the allocated space provided.
- Rules and Regulations**
24. All vendors are responsible for maintaining a safe environment and must comply with the provisions of all Federal, Provincial, and Municipal rules, regulations and policies.
25. It is the Vendor's responsibility to know these rules and regulations.
26. Booths will be inspected by the authorities concerned and at any time deemed necessary to ensure compliance with rules and regulations.
27. The Capital Ukrainian Festival will not be held responsible for any difficulties, costs, or penalties incurred in relation to the current regulations.
- City of Ottawa Licences and Permits**
28. It is the responsibility of the vendor/exhibitor to contact the City of Ottawa regarding necessary licenses, permits, and any public health requirements. Food Vendors require certain permits and licences from the City of Ottawa.
- Electrical Services**
29. The Capital Ukrainian Festival will not provide electricity to Vendors.
30. There shall be no electricity, generators, trailers, vans or other such mechanical devices allowed on the premises.
- Fire Safety**
31. Vendors are required to meet and follow Fire Safety regulations and requirements. Fire extinguishers, with a minimum rating or classification of 2A 10BC, are mandatory for Food Vendors and must be in their booth for the entire duration of the Marketplace. Food Vendors are responsible for their own fire extinguishers.
32. Fire marshals will conduct inspections during the set-up and at any time during the event. They will reject anything that does not meet the fire code and fire regulations.
- Health and Safety**
33. Food Vendors are advised and encouraged to follow and maintain health standards, and take all control measures laid

Regulations

down by the Ottawa Public Health department and concerned authorities.

- 34. Food Vendors must abide by the City of Ottawa’s existing health regulations.
- 35. Food Vendors must complete and provide the Capital Ukrainian Festival a copy of the Ottawa Public Health Vendor Information Package completed and returned to Ottawa Public Health by Friday, August 4, 2023.
- 36. Health inspectors will conduct inspections during the event. They will close any booth that does not meet existing health regulations.

Liability Insurance for Food Vendors

- 37. Food Vendors must be covered with a \$2,000,000.00 (two million dollars) Liability Insurance Policy and provide the Capital Ukrainian Festival with a Certificate of Insurance naming the Capital Ukrainian Festival as Additional Insured to the commercial liability rider of the Vendor’s policy.
- 38. The Certificate of Insurance shall be received by the Capital Ukrainian Festival no later than Monday, August 11, 2023.
- 39. The Vendor’s insurance carriers and policy provisions must be acceptable to the Capital Ukrainian Festival and must remain in effect for the duration of the Event.

Proof of Insurance

- 40. Food Vendors will not be permitted to Load In and Set Up if the Capital Ukrainian Festival has not received a copy of \$2,000,000.00 (2 Million dollars) Liability Insurance Policy Capital Ukrainian Festival with a Certificate of Insurance naming the Capital Ukrainian Festival as Additional Insured.

Production and Promotion

- 41. The Capital Ukrainian Festival reserves the right to market and promote the Capital Ukrainian Festival and the Marketplace (Yarmorok) at its discretion.
- 42. The Capital Ukrainian Festival shall be entitled to advertise and promote the appearance of Vendor.
- 43. The Vendor acknowledges that the Capital Ukrainian Festival will rely on the terms hereof in all such promotions and

advertising and in the brochures to be printed setting forth the names, dates and times of the Marketplace (Yarmarok).

44. The Vendor hereby acknowledges and agrees that the Capital Ukrainian Festival may use their names, photographs, likeness, and any other promotional materials in all of such promotions, advertising or other activities used to increase attendance at the Capital Ukrainian Festival.

Signage

45. Vendors may only display their own business signs and banners within the assigned booth space.

Merchandise

46. Revenue from the Vendor's merchandise sales at the Capital Ukrainian Festival Marketplace belongs solely to the Vendor.

Exclusivity

47. Vendor participation and product sales at the Capital Ukrainian Festival is non-exclusive.

Taxes

48. The Vendor agrees that they have sole responsibility for the payment of any federal or provincial taxes arising from the monies paid by patrons of the Capital Ukrainian Festival to the Vendors related to the sale of their merchandise.

Force Majeure

49. If Vendor participation in the Capital Ukrainian Festival Marketplace is prevented, rendered impossible or unfeasible by any act of regulation of public authority or bureau, civil tumult, strike, epidemic, war conditions or emergencies or any other cause beyond the control of the Vendor or the Capital Ukrainian Festival, it is understood and agreed that there shall be no claim for damages by either party to this contract.

Weather Conditions

50. Vendors are reminded that the organizers of the Capital Ukrainian Festival are not responsible for the weather conditions on the day of the event. Vendors may wish to inquire about purchasing insurance to protect them against damage or loss due to inclement weather.

Indemnification of Property

51. The Vendor recognizes, acknowledges, and assumes full risk of any injury, property damage or loss, which he/she may sustain

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| Damage or Loss | as a result of his/her participation in any and all activities connected with or associated with the Capital Ukrainian Festival. |
| Violations | <p>52. Vendor acknowledges that a breach of any of the terms and conditions of this Agreement may result in the termination of this Agreement and the preclusion of the Vendor's participation in the Capital Ukrainian Festival Marketplace.</p> <p>53. In the event this Agreement is terminated as a result of any breach by the Vendor, the Vendor shall not be entitled to any refund, but shall forfeit all amounts previously paid as liquidated damages.</p> |
| Waiver and Release from Liability | 54. The Vendor waives and relinquish all claims he/she may have or may in the future have against the Capital Ukrainian Festival, and he/she releases from all liability the Capital Ukrainian Festival and any of their directors, officers, employees, members, employees, servants, agents, volunteers, contractors, suppliers, representatives, (collectively, the "Personnel") for any personal injury, death, property damage claims arising from my participation in the Capital Ukrainian Festival, whether it arises from facilities, activities, other loss that I sustain as a result of his/her participation in the Capital Ukrainian Festival, from to any cause whatsoever, on the part of any one or more of the Capital Ukrainian Festival personnel or others, including but not limited to: negligence (the meaning of which includes failure to use such care as a reasonably prudent and careful person would use under similar circumstances); breach of any other duty imposed by law, breach of any contract; and mistakes or errors in judgment of any kind. |
| Indemnity | 55. In consideration of being allowed to operate at the Capital Ukrainian Festival, the Vendor agrees to indemnify and hold the Capital Ukrainian Festival, harmless from any claims, demands, suits, or actions howsoever, wheresoever, and whensoever arising from his/her participation in the Capital Ukrainian Festival and binding upon the Vendor's family, heirs, and assigns. |
| Severability | 56. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the |

provisions of this Agreement are declared to be severable.

Additional Fees

57. Vendors will be charged an additional amount and are liable if the Capital Ukrainian Festival incurs any:
- a. additional cleaning expenses to clean the vendor booth area, and
 - b. fines or penalties due to the negligence of the Vendor.

Refund and Cancellation Policy

58. The Vendor understands in the event the Vendor cancels after Monday, July 24, 2023, the entire booth fee will be forfeited.

Authority to Execute

59. The representative who is executing this Agreement on behalf of Vendor hereby warrants and represents that he/she has the full power and authority to bind the Vendor on whose behalf he is executing this Agreement and acknowledges that he/she is making this representation and warranty with the understanding that the Capital Ukrainian Festival is relying thereon.

By signing this document the vendor agrees to all 59 of the listed terms and conditions above.

Name _____

Signature _____

Date _____