



2023 Commercial Food Vendor

Orono Fair - September 7th to 10th at the Orono Fairgrounds
PO Box 90, 2 Princess St. Orono, ON L0B 1M0

Business/Organization: _____

Contact Name: _____

Address: _____

Phone: _____

Email: _____

Please outline the products or services you wish to display at the Orono Fair:

Special Requests:

*Requests will be reviewed and considered by OAS management but are not guaranteed.
The Society reserves the right to locate, re-locate or alter the vendor space assigned.
No vendor has the automatic right to occupy the same space in subsequent years.*

Booth space is measured in linear space and not depth.
 Indoor concessions must be a minimum of 10 feet and expanded in increments of 5 feet.

Food Concession	To be negotiated with management.	\$
Non-Profit (local churches/lodges)	Flat Fee \$25.00	\$
Outside concession footage if paid before July 15, 2023	_____ x \$17.00/ft	\$
Outside concession footage if paid in full after July 15, 2023	_____ x \$22.00/ft	\$
Inside concession footage if paid in full before July 15, 2023	MINIMUM 10 FEET _____ x \$20.00/ft	\$
Inside concession footage if paid after July 15, 2023	MINIMUM 10 FEET _____ x \$33/ft	\$
Hydro (500 watts)	\$70.00 YES NO	\$
	Subtotal if paid by July 15, 2023:	\$
	Subtotal if paid after July 15, 2023:	\$
	HST (13%)	\$
	Subtotal:	\$
Extra Passes	_____ x \$10.00 per pass:	\$
	Total:	\$

100% DUE ON SIGNING CONTRACT



2023 Commercial Food Vendor Rule & Regulations

1. Type of Operation: Vendor may not operate any other business or sale of goods other than that stated on the contract. The Society reserves the right to demand the removal of any item(s) offered for sale or any operation that was not clearly approved or understood under "Type of Operation" on the contract. The sale of any illegal items/substances is strictly prohibited or items/substances that are illegal to sell. Any vendor found to have any such items at his space will be removed with no refund for their costs.

2. Liability: While all precautions will be to guard against the loss of equipment or display material, the Society will not assume any responsibility for losses which might be incurred from theft, water damage, fire, accident, or any other cause. Vendor will be liable for, and will indemnify and hold harmless the Orono Agricultural Society from any loss or damage whatsoever suffered by the OAS as a result of any loss or damage whatsoever occurring to or suffered by, any person or company, including without limiting the generality of the foregoing, Vendor, other Vendors, the OAS, the owner of the building and their respective agents, servants, employees and members of the public for loss or damage arising out of, or in any way connected with, the Vendors use and occupancy of space.

3. Insurance: All vendors must insure their goods and/or equipment against any such loss. Vendors must carry \$2,000,000 Public Liability Insurance, and Food Vendors must carry \$5,000,000. A copy of your certificate of insurance shall be included with your application. **Applications will not be accepted without a copy of insurance certificate.** Insurance can be obtained at reasonable rates through Duuo Canada (www.duuo.ca/vendor-insurance).

4. VENDOR HOURS OF OPERATION:

Thursday, September 7th: 5:00pm to 10:00pm.

Friday, September 8th: 11:00am to 10:00pm.

Saturday, September 9th: 9:00am to 10:00pm.

Sunday, September 10th: 9:00am to 4:00pm.

All merchandise MUST be removed from OAS property by 6:00pm on Sunday.

5. Vendor Ribbon/Passes: The OAS will endeavor to make available, prior to fair opening, all passes required for vendors. All passes/ribbons include parking as well as entrance into the grounds. The following schedule will denote number of passes included with space rental:

- 1 ribbons/passes = Vendor Space Value \$101 - \$200.00
- 2 ribbons/passes = Vendor Space Value \$201 - \$300.00
- 3 ribbons/passes = Vendor Space Value \$301 - \$400.00
- 4 ribbons/passes = Vendor Space Value \$401 - \$500.00

Further passes will be available for purchase from the fair office.

6. Durham Region Health Department: All food vendors attending the Orono Fair agree to maintain a clean premise and observe sanitary food handling practices. **All food vendors are required to complete a Durham Region Health Department APPLICATION FOR HEALTH DEPARTMENT APPROVAL form and provide a copy to the OAS at least two weeks prior to the opening of the Fair.** All food concessions are subject to inspection by the Durham Region Health Department. This form is to be completed by the vendor and submitted to Durham Region Health. Failure to do so will result in inability to setup/operate at the fair.

7. Refuse: All refuse/waste containers for use inside the concession area are the responsibility of the vendor. All refuse must be placed in the designated refuse bins in that area. All cardboard must be flattened and tied for recycling.

8. Gray Water: Gray water must be held in suitable reservoirs until disposed of by Orono Fair Staff.

9. The following criteria must be met by all food vendors:

- a. Beverages must be sold in plastic or paper cups or cans. No glass bottles allowed.
- b. Fire Extinguisher must be supplied and present in food booths at all times.
- c. Vendors are not permitted to sell candy apples, candy floss, popcorn, caramel corn, or sno-cones.

10. Admission: All vendors and/or representatives shall present a vendor ribbon or appropriate pass to gate attendants upon entering the grounds and parking their vehicle. Admission passes shall be available through the fair office upon acceptance of vendor application. Reasonable efforts shall be made to make passes available to vendors ahead of the fair for distribution to its staff.

11. Set Up/Tear Down: All booths must be ready for the public by 3:00pm, Thursday, September 7th. No unauthorized vehicular traffic shall be permitted in designated vendor areas after this time. If vendor space is not occupied by that time, it will be re-rented without refund. All inside/outside vendors must operate and staff their booth during all hours the arena is opened. Vendors shall not be sublet in part or whole and vendor operation and materials must be limited to the space rented. No booth shall be removed from the fairgrounds prior to the closing of the Orono Fair. No unauthorized vehicular traffic in and around vendor area permitted prior to closing.

12. Tents/Temporary Structures: When renting outdoor vendor space and using a tent, it is necessary to take into consideration the anchoring and framing part of the structure. All space necessary for these extensions must be included in space required, and rental paid at the rate set. The necessary permits must accompany any tent exceeding 645 sq. ft. **No tents or other structures higher than 8 feet may be erected inside the arena.**

13. Safety and Selling of Hazardous Materials: The sale or gifting of knives, laser-guns, firecrackers, or any item that can be used as a weapon, and the burning of any type of fuel inside the buildings is strictly prohibited. No selling of t-shirts with any type of profanity displayed. No sale of cannabis or cannabis related items. The OAS reserves the right to refuse entry of all vendors who do not comply and reserves the right to remove vendors who are in contravention of this rule. Please respect other vendors and patrons and limit the use of scented products. No open flames are permitted on OAS property.

14. Fire Regulations: The vendor agrees to observe all Fire Regulations and maintain acceptable Fire Prevention practices as required by the Municipality of Clarington Fire Department. Said regulations shall be made available to all vendors upon request by the vendor.

15. Electricity: Hydro can be made available on a first come/first served basis, as indicated on the vendor contract. The vendor is responsible to use power bars with a GFI and all cords required, so not to overload the breakers. (B) In a case of concern regarding the safety or hookup of any equipment, the decision of the Society's Electrical Contractor will be final. All equipment shall be CSA certified.

16. Sound and Video Equipment: Undue noise or unseemly methods of demonstration employed while operating concessions or exhibits will not be tolerated. Sound levels of radios, P.A. systems, and all other sound amplification equipment must not interfere with other vendors or event patrons. The decision of what constitutes undue noise or unseemly methods shall rest with the Orono Agricultural Society Management team, whose decision shall be final.

17. Draws and Lotteries: There will not be any unauthorized draws or lotteries allowed on the Fairgrounds.

18. Deliveries: All deliveries of supplies to vendor concessions made during fair time must be completed before 9:00am each day.

19. Payment: Payment of required fees to be completed in full prior to August 15th to the Orono Agricultural Society **unless otherwise agreed upon**. Failure to provide payment may result in your application being denied. Acceptable methods of payment, cheque made payable to "Orono Agricultural Society", e-transfer, money order or certified cheque. Receipt of payment shall be issued by OAS.

20. Cancellations and Refunds: OAS Management reserves the right to cancel this agreement at any time if in their opinion the terms/conditions of this contract are not being met. No refund will be given. If any vendor chooses to leave after setting up; refund will be only at management's approval.

21. Approval of a Vendor Application is indicated by one of the following:

- a.) receipt of confirmation letter or email to the vendor from an authorized representative of the Orono Agricultural Society.
- b.) signature on the vendor application (*page 6*) by an authorized representative of the Orono Agricultural Society.

22. As confirmation, please sign, retain the original, and return copy of application with payment. Applications will not be accepted without a valid copy of insurance certificate.

An email will be sent by the OAS Secretary to confirm receipt of all required documents. Missing items will result in contract being deemed incomplete and not accepted until all items are received.

Cheques are to be made out to "Orono Agricultural Society."

Certified cheque or money order only after August 15, 2023.

E-transfer will also be accepted to treasurer@oronofair.com Memo: *Vendor Name*

All vendors are to abide by the contract and accompanying rules and regulations. Should any question arise, the decision of the Orono Agricultural Society's President, or their appointee, shall be final in all cases.

I have read, understood, and agree to the rules & regulations as outlined in this contract:

Vendor Signature

Date

OAS Representative Signature

Date



VENDOR INDEMNIFICATION OF ORONO AGRICULTURAL SOCIETY

The Vendor agrees to hold harmless Orono Agricultural Society, it's Officers, Directors, Members, Employees and Volunteers from any claims made against them relating to any virus, bacteria, disease, and contagion, without limiting the generality of the foregoing. This includes but is not limited to providing defenses to any claims made against them and paying and covering any damages which might be awarded against them in any such claim. You recognize that OAS has taken a number of reasonable steps and precautions to not allow the spread of any such disease as outlined below. This indemnification covers any claim in any way caused by, arising out of or resulting from any virus, bacteria, disease or contagion, including those designated as such by any of the following:

- A) A Federal, Provincial, Territorial, Regional, Municipal or District authority or agency;
- B) A Minister of the Federal, Provincial or Territorial Crown;
- C) A person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory, Region, Municipality or District;
- D) The World Health Organization;
- E) The Center for Disease Control/Center for Disease Control of Canada or any Canadian Province or Territory; The United Kingdom of Great Britain and Northern Ireland; or of the United States of America and any American State or Territory.

In the event either party is unable to fulfill their obligation under this contract due to Federal, Provincial, Territorial, Regional, Municipal or District mandates, the Re-Opening of Ontario Act, or unable to provide a safe and healthy environment for staff, volunteers, vendors, participants and the general public, this agreement will become null and void. There will be no financial compensation to either party should the event need to be cancelled due to virus, bacteria, disease or contagion.

For purposes of this Indemnification, virus, bacteria, disease or contagion so designated shall include:

Any derivative, mutation or variation of the virus, bacteria, disease or contagion;

Any fear or threat of the spread of the virus, bacteria, disease or contagion;

Any failure to prevent, contain or eradicate the virus, bacteria, disease or contagion;

For purposes of greater clarity the following are examples of virus, bacteria, disease or contagion that are covered by this indemnification:

Coronavirus Disease (Covid 19);

Severe Acute Respiratory Syndrome Coronavirus (SARS-cov-2);

Avian Influenza (Avian Bird Flu); and

Legionella (Legionnaire's Disease).

Vendor Signature

Date