



2022 VENDOR PACKAGE

Thank you for your interest in being a vendor at the Markham Milliken Children's Festival.

Festival Details

Location: Aaniin Community Centre, 5665 14th Ave, Markham, ON L3S 3K5

Date: Saturday, September 10, 2022

Schedule: Load-in and set-up: Food Vendor 7:30 AM
For-profit and Non-for-profit Vendor 8:30 AM
Operation time: 10:00 AM – 6:30 PM
Tear down and clean up: 6:30 PM – 8:30 PM

Food Vendor / Food Truck Fee: \$ 400 (HST included)

For Profit Vendor Fee: \$ 400 (HST included)

Not-for-Profit Vendor Fee: \$ 200 (HST included)

Submission Deadline: Thursday, August 25, 2022

Provisions

- Access to amenities, including electricity, water, grey water disposal, are **not provided** or available. Every vendor must bring (and remove post event) all necessary amenities with them.
- **Power generators are allowed for food vendors only but will not be provided by the City.**
- Disposable plastic is **not permitted** at this event.
- **The use/provision of balloons, plastic straws, plastic cups, plastic utensils, is not permitted at this event.**
- The City is committed to a zero waste policy. All vendors are to ensure that all plates, cups, knives, forks and any other relevant supplies be made of biodegradable or compostable material. **No styrofoam plates or non-compostable plastics (e.g. straws, cup lids, bags, etc.) will be allowed.**
- The festival aims to feature food vendors that offer:
 - Kid-friendly meal items and portions
 - Healthy meal items and alternatives
 - Compostable packaging and avoidance of single use condiments packets
- Applications will be reviewed and vendors will be confirmed on a first-come, first-served basis.



APPLICATION FORM

Applicant (individual or organization): _____

Contact Name: _____ Email: _____

Phone: _____ Website (if applicable): _____

Address: _____

City/Town: _____ Province: _____ Postal Code: _____

Social Media Handles (if applicable): Facebook: _____

Twitter: _____ Instagram: _____

Vendor Activities Description: _____

Entry Fee

✓	Booth Type	Space / Booth Size (Table and Chairs will <u>not</u> be provided by the city)	Cost
	Food Booth	10' x 10'	\$400
	Food Truck	20' x 10'	\$400
	For-profit Booth	10' x 10'	\$400
	Not-for-profit Booth*	10' x 10'	\$200

- ☐ Food vendors' menus must include kid-friendly meal items and portions.
- ☐ Water truck onsite is only for event attendees. Please bring your own water source for food booth/truck.
- ☐ Non-food vendors **cannot** distribute food at their booths.
- ☐ *In order to qualify for the "Not-for-profit Organization/Charity" booth rate, applicant is required to provide proof (satisfactory to the City, in its sole discretion) of the applicant's status as a not-for-profit organization/charity (which may include, without limitation, a charitable business number issued by the CRA).



<p>1) By signing this document, the applicant attests to have read all requirements set out in the application and agrees to be bound by the Terms and Conditions set out below.</p> <p>Authorized signature:</p> <p>_____</p> <p>Printed name:</p> <p>_____</p> <p>Date:</p> <p>_____</p>	<p><u>For Office Use Only:</u></p> <p>Application Received on:</p> <p>_____</p>
<p>2) Please email completed application and contract to our Events Team below noting "Children's Festival – Booth Application", no later than August 25, 2022 to:</p> <p>specialevents@markham.ca</p> <p>For more information, please contact:</p> <p>Koby Yung, Community & Corporate Events kyung@markham.ca or 905.477.7000 ext.2219 or Melissa Ho, Community & Corporate Events mho@markham.ca or 905.477.7000 ext.5668</p>	<p>Approved / Denied</p> <p>Booth No.</p> <p>_____</p> <p>Insurance: [] Submitted</p> <p>Health Form:</p> <p>[] Submitted</p>
<p>3) Method of Payment:</p> <p>Upon receipt of official Booth Application approval from the City, please make payment by Mail, Telephone or In Person by one of the methods below:</p> <p>[] Cheque - Payable to "City of Markham" Mail to: City of Markham, 101 Town Centre Blvd., Markham, ON L3R 9W3 Attn: Koby Yung, Community & Corporate Events</p> <p>[] Credit Card - Credit Card Authorization Form to be completed [] Visa [] MasterCard</p> <p>[] Debit Card - In person by appointment only at Markham Civic Centre – Thornhill Entrance 101 Town Centre Blvd., Markham ON L3R 9W3</p>	<p>Food Headlining Certificate:</p> <p>[] Submitted</p> <p>Menu:</p> <p>Approved / Denied / N/A</p> <p>Payment:</p> <p>[] Cheque [] Credit Card [] Debit</p>



Terms and Conditions

The Applicant does hereby make application to the City of Markham (hereinafter called the "City") to operate a booth during the Markham Milliken Children's Festival at Aaniin Community Centre, 5665 14th Ave, Markham, on the **10th of September, 2022** (the "Festival Date"), and agrees to abide by the following terms and conditions.

Please check each box to agree and confirm:

- ☐ On Festival Date, the Applicant agrees to complete its set up between 8 AM and 10 AM; and operate the booth(s)/truck(s) from 10 AM to 6:30 PM. Once positioned inside the event site, all food booths/trucks must remain in the stationary position for the entire duration of the event. If the vendor runs out of food, the booth/truck can close but **must remain onsite until 6:30 PM.**
- ☐ The Applicant agrees to remove the booth(s)/truck(s) and all debris from the City's premises after the festival ends by September 10th 8:30 PM
- ☐ The Applicant agrees that the festival will not accommodate vehicle in/out privileges for the purpose of restocking during festival hours.
- ☐ The Applicant agrees to provide proof of insurance; **\$2 million general liability insurance** naming the Corporation of the City of Markham as an additional insured.
- ☐ The Applicant agrees to register with and abide by all York Region Health Department regulations and submit a Vendor Application Event Form to the York Region Health Department (Email: health.inspectors@york.ca) **at least 10 days prior** to the festival date.
- ☐ The Applicant agrees to provide proof of Food Handler Certification.
- ☐ The Applicant agrees to submit to the City for approval (in its sole discretion) the Applicant's menu with pricing on each item listed.
- ☐ The Applicant agrees to provide proof of Propane Handling Technical Standards & Safety Authority (TSSA) Certification (if applicable). For more information, please visit www.tssa.org.
- ☐ The Applicant agrees to pay the non-refundable Entry Fee set out in the Booth Application in advance of the Festival Date.
- ☐ The Applicant agrees to erect the required facilities prior to the Festival starting time on the Festival date, and agrees that the City shall have the right (in its sole discretion) to approve the appearance and type of the booth(s).
- ☐ The Applicant agrees to be bound by the location of the assigned booth(s), as determined by the City (in its sole discretion). The applicant agrees the food booth/truck **must fit inside the designated space** or additional fees may be charged onsite.



- ☐ The Applicant understands that access to amenities including: electrical, water, grey water dumping, are **not provided** at the event site. Power generators are **allowed for food vendor only** but **will not be provided by the City**. All necessary amenities required by the food vendor (electrical sources, generator(s), hand washing station, etc.) must be provided by the vendor, and contained **inside/on** the booth/truck at all times during the event.
- ☐ The Applicant agrees and acknowledges that the Applicant must supply their own staff or volunteers. The Applicant agrees to be responsible for the behavior of the Applicant's staff and volunteers in their booth(s), and will, at all times, maintain a reasonable standard of conduct.
- ☐ The Applicant agrees to abide by all rules and regulations established by the City regarding the Festival. The Applicant shall not engage in any activity which is in conflict with any applicable law, regulation or by-law. The Applicant will be responsible for obtaining all necessary governmental permits and licenses required to operate a food truck/booth as a vendor
- ☐ The Applicant agrees and acknowledges that the City reserves the right (in its sole discretion) to terminate the application and require the booth(s) to be vacated in the event of a breach of the Application by the Applicant.
- ☐ The Applicant agrees that the Application is non-assignable without the consent of the City.
- ☐ The Applicant agrees and acknowledges that the City makes no guarantee regarding levels of attendance at the Festival, volume of sales or visits to the Applicant's booth(s) (collectively, "Festival Attendance") due to any cause whatsoever, including without limitation, poor weather conditions. The Applicant shall not be entitled to any refund, in full or in part, of any amounts paid by the Applicant based on Festival Attendance.
- ☐ In consideration for approval by the City to participate in the Festival, the Applicant hereby waives, releases, and forever discharges the City, and its affiliates, elected officials, directors, officers, employees, contractors, agents, volunteers and sponsors (collectively, "City Representatives") from and against any and all liability, claims, demands, actions, or causes of action for losses, costs, expenses or damages to property or personal injury (including death) (collectively "Liability") which may result from the Applicant's operation of the booth(s) or otherwise in connection with the Applicant's participation in the Festival due to any cause whatsoever, including without limitation, negligence, or breach of any statutory or other duty of care on the party of the City. The Applicant further agrees to hold harmless and indemnify the City Representatives from and against any and all Liability which may result from, or is in any way connected with the Applicant's operation of the booth(s) or participation in the Festival.