## Montreal Ukrainian Festival – Vendors' Rules Contract for Booth Space Reservations (2023) (please retain for your reference)

- A. <u>Event Time Frame</u>: All vendor booths must remain open throughout the entire event day (between 9 am and 11 pm on SATURDAY, September 9, 2023 Dismantling or depletion of Vendor booths in any way shall not take place before the indicated day/time without advance approval of the Festival Board. Vehicles will not be allowed on the festival grounds until after the events for the evening have ended and the general public has cleared the festival area.
- B. <u>Completion of REGISTRATION Form</u>: The Vendors' REGISTRATION form must be completed in full and must include a cheque or by PayPal for the Booth rental, Mandatory, refundable clean up deposit, rental of tent, tables and chairs, electricity (if required), and any other equipment requested = FULL PAYMENT. Application for space and its acceptance constitutes a contract to use the space assigned. The Montreal Ukrainian Festival Committee retains the privilege to change assigned locations for unavoidable reasons. Each exhibitor acknowledges this agreement to these rules and regulations by payment of exhibit space fee and signature on this terms and condition form. Please make cheque payable to the Montreal Ukrainian Festival 2023 and mail to the Montreal Ukrainian Festival Attn: Maria Surzycia, 1966 rue Jean Prevost, Dorval H9P 2S3.

**Deadline : JULY 31, 2023 (Early Registration) and AUGUST 15, 2023 (Late Registration).** 

- C. <u>Reservation Acceptance:</u> If your reservation *is not* accepted for any reason we will inform you by letter, phone call or email as soon as possible after receipt of your application and your cheque will be returned. Applications will be evaluated based upon past experience with the Festival, booth type diversity or menu diversity, appropriateness of booth to the event identity, electrical service requirements and application postmark date. The Vendor Committee reserves the right to limit which items they plan to offer.
- D. <u>Vendor Booth Space Size and Construction</u>: All installations constructed by the vendor must fit within an area of approximately 10 feet deep and 10 feet wide unless otherwise noted on application form, and shall be subject to approval of the Festival Board. Vendors will supply all items needed to construct and operate their area (tents, tables, signage etc.), unless otherwise specified to Vendors committee. *Additional space will require an additional fee.*
- E. <u>Vendor Set–Up:</u> Unless advance, written consent has been granted through the Festival Board, Vendors may begin setting up their <u>booth from noon to 7 pm FRIDAY</u>, <u>September 8, 2023</u>, and <u>must be completely ready for operation for 9 am</u> <u>SATURDAY</u>, September 9, 2023... Vendors will have all vehicles removed from the

festival area by **7pm FRIDAY**, **September 8**, **2023**. No vehicles will be allowed in the Festival area until the event closes at **11pm SATURDAY**, **September 9**, **2023**.

- F. Vendor Parking: There is a Public Parking Lot adjacent to the CHALET, that is at the Main entrance to the park, diagonally opposite the Olympic Stadium. Vendors will NOT be allowed to stay on the premises overnight. PLEASE NOTE: Vehicles will be towed at the Vendor's expense if they are parked in any area that has been barricaded, roped or sectioned off by cones for use by the Montreal Ukrainian Festival or the City of Montreal for the duration of September 8, 9, 10, 2023.
- G. Security: A security guard will be on duty Friday night beginning at 11:00pm until 7:00am Saturday morning. The guards are expected to be a deterrent to vandalism and theft; however, the Festival Board assumes no liability for any asserted losses.
- H. <u>Vendor Tear Down</u>: Vendors will remove all trash, property and all structures placed on the space by 5:00pm Sunday night, and will surrender their space in the same condition, except for the natural wear and tear. There is a \$300 Mandaory Refundable Clean Up Deposit. Upon inspection of each booth, that everything is clean, MUF will refund the deposit
- I. <u>Electricity:</u> Vendors will not use any more electricity than that which is indicated on this application/contract and approved by the Festival Board. Only plugs tagged during the sign-in period will be allowed, payment for additional plugs cannot be accommodated during the Festival. *No electrical generators will be allowed without advance written consent of the Festival Board.*
- *J.* <u>Water:</u> The Festival will supply water to all food vendor kiosks, in order to comply with regulation.
- *K* <u>Toilets:</u> Porto-Potty facilities for use by Festival participants and attendees will be located in Beaubien park.
- *L* <u>Non-Transfer of Space</u>: Vendors may not transfer or sublet their space or any part there of to permit the same to be used by any other person without the prior written consent of the Festival Board.
- *M* <u>Access</u>: The Festival Board/volunteers shall have full access to the space covered by this contract at all times during the festival.
- N Liability: Vendors will indemnify and hold the Montreal Ukrainian Festival Board harmless from all costs, losses, damages or expenses including litigation and attorney's fees, resulting from any loss, injury or damage, real or asserted, to any person or property, arising out of any act or omission of Vendor, their employees, agents or other representatives. The Festival Board and their officers, agents, volunteers or members

shall not be held responsible for any loss or damage due to theft, fire, accident or other causes, but will use reasonable care to protect the Vendor from such loss.

- **O.** <u>Contract Termination:</u> The Festival Board expressly reserves the right to terminate the reservation/agreement granted hereunder at anytime without liability upon the refund of the fee paid herewith. The Festival Board also reserves the right to cancel any vendor during the event for non compliance of festival rules. *No refunds for any reasons, including inclement weather.*
- P. <u>Compliance with terms of contract:</u> Vendors, their representatives, agents and employees will comply with all general rules and regulations prescribed by the Festival Board. The Vendor certifies that this information will be properly and completely communicated to its associates to ensure complete compliance.
- Q. <u>Right of Refusal:</u> The Festival Board reserves the exclusive and discretionary right to decline applications for Vendor space reservations in general and in these instances in particular: failure to provide photos of Vendor booth, space or electrical power limitations, duplication of sale items or deviation from the Festival purpose or desired image. The Festival is a family oriented event and the sales of any kind of harmful, illegal or offensive items are prohibited. The decision of the Festival Board is final.
- **R.** <u>Rain out Policy:</u> In the event of inclement weather, the Festival Board will assess the situation and determine if it necessary to close down booths at the festival and call a rain-out. Vendors will be informed if this is the case by the Festival staff. *No vehicles will be allowed on the festival grounds until the general public is cleared of the festival area. No refunds will be made due to weather conditions.*
- S. <u>Festival Logo:</u> Vendors are not permitted to use the Festival Logo, name, or likeness on any items they offer.
- **T.** <u>Booth Space Assignment:</u> Booth space will be randomly assigned to participants taking into consideration booth size and electrical requirements. Returning vendors will have first priority for assigned space. All others will be on a first come first serve basis. Due to changes in the festival boundaries and new strategies for booth requirements, the map layouts change from year to year. The Vendor Committee cannot guarantee space location, however you may request a certain location for consideration

## U. <u>Varenyky/Perogies: Will ONLY be sold by MUF. Not permitted by other vendors.</u>

## V. <u>Questions?</u>

Email Maria Surzycia, VP Vendors & Concessions: <u>vendors@ukefestmontreal.org</u> or by telephone at 514 – 773 - 8818 and leave a message. 1966 rue Jean Prevost, Dorval, Qc. H9P 2S3 I have read and understood this document, and will abide by all the terms and conditions herein.

 Signature	
 Date	

Please provide us with your FULL NAME, COMPLETE ADDRESS, TELEPHONE #, EMAIL ADDRESS, and what precisely you will be selling. Thank you.