



**2017 Okanagan Vinyl Fest
Vendor Agreement**

12 February 2017

2017 Okanagan Vinyl Fest - Vendor Agreement

Greetings!

Thank you for considering your participation in the Peach City Radio 2017 Okanagan Vinyl Fest in Penticton. This event is a fundraiser for the Peach City Community Radio Society. All proceeds from the event will be invested towards the establishment of an FM broadcast community-based radio station in Penticton.

After our second year at our new location, we couldn't be happier! Tons of parking, and overflowing with great atmosphere. This year, we hope to further expand our food vendors, augment the atmosphere with some live music, along with adding more vinyl tables from a diverse group of vendors originating throughout BC and western Canada.

On behalf of our Board of Directors, the Okanagan Vinyl Fest Organizing Committee, and all the members and volunteers of Peach City Radio, we thank you for your support! We thank you for participating, and hope that you have a great time at the 5th annual Okanagan Vinyl Fest.

- Okanagan Vinyl Fest Committee

2017 Okanagan Vinyl Fest - Vendor Agreement

Please read this agreement carefully prior to registration to Okanagan Vinyl Fest. Your consent to this document is required at time of registration, and confirms that you have read, understood and consent to the terms outlined herein.

1. Vendor will herein be referred to as '**Vendor**' and Peach City Community Radio Society will be referred to as '**Operator**'.
2. **Dates and Times:** The event will be held **Sunday, October 1 2017 from 9:00AM to 3:00PM.**
3. **Location:** The event will be held at the **Penticton Senior's Drop-in Centre, 2965 South Main Street. Penticton BC.**

Details, including maps and directions, are available on the website:

<http://www.peachcityradio.org/events/okvf>



4. **RENTED SPACE:** The Operator will rent a table (or tables) to the Vendor for the duration of the event.
5. **VENDOR FEES:** Vendor shall pay fees in accordance with the Vendor Application. Fees may be paid **online ONLY via PayPal.** 2017 Festival table fees are **\$40.00 per table.**

6. **TABLES:** Tables are wooden tables measuring 8 feet long by 2 feet deep. Vendors are restricted (initially) to 2 tables at registration, but may indicate their preference for additional tables. Requests for additional tables will be dealt with after the initial registration deadline (September 1) on a first come, first served basis. Due to room configuration limitations, Vendors are **NOT** permitted to set up tables in addition to the tables provided/reserved without permission from the Operator. Vendors may **NOT** change location or swap positions within the event without permission from the Operator.
7. **APPLICATION:** The application process is *complete* once **the online application form is submitted, AND payment is received.** Vendor space will not be considered confirmed until the application is complete.
8. **SETUP:** Vendor will be allowed to begin setting up their booth at 7:00AM and must be completed setup before 9:00AM on the date of event. Peach City Radio volunteers will be on hand to assist if requested. Vendors must abide by site guidelines during load-in (please do not park vehicles on the grass).
9. **BREAKDOWN:** Breakdown time is from 2:45PM to 4:00PM. Vendor may not break down their booth prior to **2:45PM**, without permission from the Operator. *Vendors that break down early may not be invited back to future Operator events.*
10. **PARKING:** Parking is free at the venue parking lot (accessed via South Main St.).
11. **INDEMNITY AGREEMENT:** Vendor will indemnify and hold Operator harmless from and all claims, debts, or liabilities arising by contract, tort, or otherwise out of the operations of the booth(s) and shall defend any lawsuits or claims brought against the Operator by any third party of any nature or from whatsoever as a result of the Vendor's operation. The applicant agrees to hold the Operator harmless from all claims for damage or loss arising out of or connected with, in any way whatsoever, the Vendor's use of the connection therewith.
12. **EVENT AND GOVERNMENTAL REGULATIONS:** Vendor must operate booth(s) in complete compliance with all rules and regulations and directives of the Operator. Failure to follow such will be deemed to give authority to the Operator to close the Vendor's booth(s) and to bar the Vendor and his/her employees from the event site. The Operator shall be the sole determiner of such failure. Each Vendor is responsible for all necessary/appropriate city, county, provincial and/or federal licenses, taxes and permits if needed. Vendor, as an independent contractor, is solely responsible for his/her own Worker's Compensation insurance as regards to her/her employees, helpers, etc. Vendor shall be responsible for keeping satisfactory records of all transactions. If any booth(s) are forced to shut down due

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to a lack of required licences, this notice serves as a caution that the Operator is not liable for such licenses and will not refund fees and deposits in such instances. The Operator reserves the right to remove any Vendor and close their respective booth(s) if proper conduct is not followed. this includes, but is not limited to rudeness, public intoxication, illegal substances, security violation, obstructing traffic, etc.

13. **ATTENDANCE:** Vendor agrees by acceptance of the terms of this agreement to be present at all times the event is in operation.
14. **USE OF VENDOR NAME AND PHOTOGRAPH:** Vendor consents to use of his/her name, picture, image, recorded voice or music and those of his/her employees and agents by the Operator, it's assignments, and it's licenses, in connection with the event and without inspection for such purposes of commercial or promotional usages.
15. **USE OF SERVICE MARK OR LOGO:** Vendor understands and agrees that the Operator's "Names" and various logos thereof are the service marks of the Operator. Vendor understands and agrees not to use said marks without the express written authority of the Operator.
16. **CANCELLATION:** Once payment is made to the Operator, cancellation of vendor tables prior to August 1, 2017 will result in a 50% refund of table fees. The Operator is *unable to offer refund after August 1, 2017 for cancellation of tables.*
17. **DISCLAIMER:** The Operator shall not be responsible in any manner or form whatsoever for failure of the Vendor to be open or be operable for any reason or cause whatsoever; if being the intent of the parties that all risks of operation or lack of operation of the event shall be borne entirely by the Vendor and negotiations, if any by the Operator at the direction of the Operator and further demands, torts, or causes of action shall be submitted to a mutually agreed upon arbitrator for negotiation and settlement. The event location provider (Penticton Seniors' Drop-In Centre) will provide security of site, the Operator shall have no liability of theft or damage to merchandise or displays of any Vendor or other person entering the event ground with or without consent of the Operator.
18. **DEADLINE:** Registration deadline is **September 1, 2017**. All applications will be accepted until available spaces are sold out. Final acceptance of any and all applications will be at the discretion of the Operator.