



Port Hope and District Agricultural Society
PO Box 283, Port Hope, ON L1A 3W4
905-396-FAIR (3247)
PortHopeFair.com
Ontariosfavouritefair.com

2023 PORT HOPE FAIR
September 14, 15, 16, 17, 2023

Dear Vendor:

Port Hope Fair is celebrating the 190th anniversary of the annual fair with the theme: “**Celebrating 190 Years of Agriculture**”

Please fill in the “type of operation” as clearly as possible to avoid any potential problems later on relating to the type of goods/services/wares to be sold.

Please read all the terms and conditions carefully.

Proof of Insurance is required and must be submitted with this application as outlined in item 1 of the Terms and Conditions attached. Only Vendors that provide the appropriate certificate of insurance will be permitted to set-up.

Please return **this** signed contract as well as proof of insurance and any “Notification of Food Premises Opening” as required to: **Port Hope and District Agricultural Society, P.O. Box 283, PORT HOPE, ON L1A 3W4 with a cheque or money order payable to the Port Hope and District Agricultural Society. Payment may also be made by interact e-transfer to: secretary@porthopefair.com.** Please provide the Vendor name in the memo.

- Rates & Fees including extra passes or extra wristbands passes are on the form
- Location is determined by size of space requested and equal exposure by all participants
- Please retain a copy of the rental contract and the Terms & Conditions for your records
- We encourage you to review your booth plans and incorporate a way to fully engage Fair-goers
 - a hands-on activity
 - demonstrations
 - other activities
 - be creative and unique
- Standard booth size is 10x10 feet (3.048 meters x 3.048 meters (sizes are approximate)
- Tables and chairs are NOT supplied – vendors required to provide their own
- Outdoor space is also available. Contact the Fair Vendor organizer to discuss arrangements

If you have any questions pertaining to inside vendor space, please contact our Secretary-Treasurer Jennifer Lansley at 905-396-FAIR (3247) or by e-mail at secretary@porthopefair.com

We look forward to seeing you in September!!

2023 Fair Dates: September 14, 15, 16, 17, 2023

VENDOR CONTRACT AGREEMENT
BETWEEN
THE PORT HOPE AND DISTRICT AGRICULTURAL SOCIETY
AND

Business Name: _____

Contact Person: _____

FULL Mailing Address: _____

Phone #: _____ Email: _____

DETAILS: TYPE OF OPERATION/GOODS OR SERVICES OFFERED – Describe how you will encourage interaction with Fair-goers

This contract provides the privilege (but not an exclusive privilege) for the above noted Vendor to be at the 2023 Port Hope Fair, subject to the Terms and Conditions governing Vendors at the Port Hope Fair which are acknowledged as being attached hereto and forming part of this contract agreement.

NON-FOOD VENDOR SPACE REQUIRED: (place an X in the appropriate location)

INSIDE SPACE AT \$2.00 per square foot Frontage 10FT () 15FT () 20 FT () ___FT()
(Frontage x depth equals square foot)
Maximum 10 foot depth only Depth: 10FT () only
Eg. 10x10@\$2.00=\$200 or 20x10@\$2.00=\$400

OUTSIDE SPACE AT \$1.50 per square foot: Frontage 10FT () 15FT () 20 FT () ___FT()
(Frontage x depth equals square foot)
Maximum 20 foot depth Depth: 10FT () or 20 FT ()
Eg. 10x10@\$1.50= \$150 or 20x20@\$1.50=\$600

FOOD VENDORS SPACE REQUIRED: (place an X in the appropriate location) {See Terms and Conditions Item 3}

Location: Indoor () or Outdoor ()
SPACE AT \$2.00 per square foot Frontage 10FT () 15FT () 20 FT () ___FT()
(Frontage x depth equals square foot)
Maximum of 20 foot depth outdoors Depth: 10FT () or 20 FT ()
Eg. 10x10@\$2.00=\$200 or 20x20@\$2.00=\$800

Table with 2 columns: Description and Amount. Rows include VENDOR SPACE RENTAL FEE, EXTRA PASSES @ \$8.00 EACH, WEEKEND PASSES @ \$20.00 EACH, and TOTAL.

Note: Vehicles may not occupy vendor spaces (Excluding Food Trucks). Vehicles may be parked in the parking lot adjacent to the vendor area)

Inside and outside vendors will be permitted to **set up** on *Thursday September 14th, 2023 from 4:00 to 8:00 p.m. and on Friday September 15th, 2023 from 9:00 a.m. to 11 a.m. or after 3:30 p.m.* The person in charge of Vendor Space Rentals will be available.

Information provided in this contract is considered **private**. I hereby give the Port Hope and District Agricultural Society permission to collect this information for its use only.

THE VENDOR HEREBY ACKNOWLEDGES THAT THEY HAVE READ AND AGREES TO THE TERMS AND CONDITIONS OF THIS CONTRACT.

Signature of authorized individual: _____

Signature and submission of this form acknowledges agreement to all terms and conditions as outlined in the document attached.

**PORT HOPE AND DISTRICT AGRICULTURAL SOCIETY
VENDOR CONTRACT AGREEMENT
TERMS AND CONDITIONS**

1. **Vendor** – For the purpose of this agreement “vendor” shall be defined as any person or business (including merchants, sellers, or otherwise) who is requesting to occupy designated space at the Port Hope and District Agricultural Society’s annual Fair for the purpose of selling distributing, advertising, recruiting, or otherwise soliciting interest in goods of services.
2. **Insurance** – All vendors must carry appropriate insurance with a minimum limit of \$2,000,000.00. A certificate of insurance listing the Port Hope and District Agricultural Society and the Municipality of Port Hope as an additional named insured party must be submitted with this contract and prior to set-up at the event. Contact your insurance broker/agent to ensure that you have the appropriate coverage. The address should reflect 62 McCaul St. Port Hope L1A 1A2.
3. **Risk Factors** – Responsibility is on the vendor to eliminate and/or remove potential risk factors including potential hazards such as slip and fall hazards and other trip-ups associated with their display. Vendors must ensure that electrical cords are not located within pedestrian traffic areas or are properly covered/secured. “Spill-over” into walkways indoors is not permitted. Your booth set-up must be fully contained within the assigned space. Outside Vendors must take precautions to eliminate hazards posed by tent guide wires.
4. **All vendors offering for sale food items**, including packaged candy and food items are subject to the provisions of the Health Protection and Promotion Act and must submit a "Notification of Food Premises Opening" application to the Port Hope and District Agricultural Society a minimum of twenty (20) days prior to set-up. Please provide your completed Vendor Contract, Rental Fee and copy of your Notification of Food Premises Opening application. Vendors are prohibited from selling candy floss, caramel corn, candy apples, snow cones, lemonade, corndogs and mini-donuts as the Midway provider has exclusive rights for the sale of these items on the fair grounds, excluding the Port Hope and District Agricultural Society and snow cones/soft ice cream, slushies and lemonade provided by Ontario Ice Cream Inc. (Joseph Prajza).
5. **Cancellation** - If for any reason it is necessary to **cancel** this contract the Port Hope and District Agricultural Society must be notified thirty (30) days prior to the opening day of the Fair. Cancellations with less than thirty (30) days notice, forfeit fees and charges paid. In addition, The Port Hope and District Agricultural Society reserves the right to cancel this contract and/or refuse space rentals to vendors in subsequent years that do not comply with the terms and conditions.
6. **Electrical Power** - One standard electrical outlet is available for each **inside** vendor space. Costs for any additional electrical service will be the responsibility of the vendor and must be approved by the Director in Charge. **Outside vendors will not be guaranteed any electrical power source and are ultimately responsible for providing their own source of electrical power.** Generators must be as quiet as possible, and located away from main activity areas. There may be limited availability for outside electrical power in some areas for outside booth vendors which may be approved by the Director in Charge.
7. **Public address systems** will not be allowed by any vendor unless authorized in writing by the Society.

8. **Grounds Admission Refusal** - The Port Hope and District Agricultural Society Board of Directors or its designated Officer(s) or representative(s) reserves the right to refuse admission to the grounds by any visitor, exhibitor, vendor or vendor's employees who, in their opinion, is unfit, intoxicated, in any way creating a disruption to the Fair, or an endangerment or nuisance to patrons or Fair personnel.
9. **Political candidates and political special interest groups** - are excluded as "Vendors" at the Fair and will not be approved for inside or outside rental space.
10. **Selling of raffle tickets** on the Fair grounds is not permitted unless application is made to the Port Hope and District Agricultural Society and authorization has been received from the Board. In addition the licensee shall ensure that all license Terms and Conditions are complied with and that a copy of the license is provided to the Port Hope and District Agricultural Society.
11. **Owner's risk** - It is acknowledged and understood that all displays are placed at the owner's risk and expense.
12. **Items approved** (as listed under type of operation) goods or services are permitted. The Port Hope and District Agricultural Society Board of Directors or its designated Officer(s) or representative(s) reserves the right to demand removal of any item(s) or services not approved or clearly described under "Type of operation/goods or services". In addition, the sale of CBD oil products and cannabis related products including informational promotion are prohibited on the premises in accordance with the Federal Cannabis Act, the Ontario's Cannabis Control Act and the Cannabis Licence Act. Furthermore, drug paraphernalia and any goods or services or items being offered for sale which are deemed unacceptable by Officers of the Port Hope and District Agricultural Society or any items deemed to be offensive, inappropriate, hazardous, risqué or obscene or pose a health or safety factor shall be immediately removed by the Vendor upon verbal notification being provided by any Officer of the Port Hope and District Agricultural Society, and if necessary, the Vendor may be required to vacate the premises, with no entitlement to a refund of the Vendor Space Rental fee. Furthermore, all goods and wares may be inspected by any Police Officer at any time during the fair weekend.
13. **Health Protocols** - Any and all Public Health protocols which may be in place at the time of the fair must be followed.
14. **Vendor tents and similar structures** must be in compliance with all requirements of the Ontario Building Code and Ontario Fire Code and will be inspected by Municipal Building Official's and Fire Department Official's as well as any other regulatory authority.
15. **Alcohol is prohibited** by Vendors and any Vendors under the influence of alcohol will be asked to vacate the premises, with no entitlement to a refund of the Vendor Space Rental fee.
16. **Smoking is prohibited** on the premises. Vendors shall refrain from smoking and using tobacco, cannabis, vapour products and prescribed products and substances, including electronic cigarettes in accordance with the Smoke-Free Ontario Act and the Municipality of Port Hope By-law(s) which prohibits the use of these products on Municipal property (fair grounds).
17. **Dispute** - Should any dispute arise not provided for in the terms and conditions of the contract, the decision of the Port Hope and District Agricultural Society or through its Officers shall be final.

18. **Passes** will be issued on the basis of one (1) exhibitor pass per day for each five (5) feet or 1.5 metres of space, based on the longest side, rented inside and one (1) per day for each ten (10) feet or 3 metres of space, based on the longest side, rented outside. There will be no additional free passes issued. Registered non-profit charities will be entitled to receive up to a maximum of six (6) volunteer Identification cards per day.
19. **Force Majeure** - Neither Party will be liable for any default in respect of any obligation under the terms of this Vendor Contract, to the extent that the failure to meet such obligations is due to unforeseen circumstances or causes beyond the Party's reasonable control, including but not limited to acts of nature eg. fire, flood, natural disaster, war or threat of war, acts or threats of terrorism, civil disorder, unauthorized strikes, governmental regulation or advisory, recognized health threats as determined by the World Health Organization, the Centers for Disease Control, or local government authority or health agencies (including but not limited to the health threats of COVID-19, H1N1, or similar infectious diseases), or other similar occurrence, where any of those factors, circumstances, situations, or conditions or similar ones prevent, delay or make it illegal, impossible, inadvisable, or impracticable for either party to execute its obligations in accordance with the terms of this Vendor Contract.
20. **Vendor Space Rental fees not paid** in full by Friday September 8, 2023 will be resold and monies on deposit will be forfeited to the Society and any contract/agreement will be deemed null and void.

2023 Fair Dates: September 14, 15, 16, 17, 2023

**VENDOR CONTRACT
BETWEEN
THE PORT HOPE AND DISTRICT AGRICULTURAL SOCIETY
AND**

HOLD HARMLESS PROVISION

I, the Vendor shall indemnify and hold harmless the PORT HOPE AND DISTRICT AGRICULTURAL SOCIETY, their directors, members, agents, and employees from and against all claims, demands, losses, costs, damages, actions, suits, or proceedings by any third party that may arise out of, or may attribute to, all operations performed by or carried out by the Vendor, his agents, employees, or servants, or anyone for whose acts he may be liable, howsoever caused.

Signature

Date