



Event Vendor Terms & Conditions

Application deadline is March 31, 2020

Keep these Terms
& Conditions for
your records

Event Days: Thursdays from June 4 until September 10

1. Vendor Categories

Pelham Business: Business premises must be located within Pelham boundaries

Out of Town Business: Business premises located outside of the Pelham boundaries

1.1 Food Vendors

- 1.1.1 All food vendors must comply with Niagara Region Public Health Department regulations and must complete and return the “Application Form for Special Event Food Vendors” which will be sent to accepted applicants by the event staff.
- 1.1.2 Food vendors must provide:
 - a. their own 50 cup coffee urn to comply with the Public Health regulations for hot water;
 - b. electrical extension cord (see Section 3.1 Hydro)
 - c. preparation and serving tables/counter tops
 - d. portable fire extinguisher
 - e. hand washing container and disinfectant
 - f. covered trash container and plastic liner
 - g. grease mats
- 1.1.3 Food vendors may only dump grey water in appropriate containers which will be provided at the event site. Grey water must be free of any foreign objects *food, packaging, etc.*
- 1.1.4 Food vendors must dispose of all grease waste off site.
- 1.1.5 Food vendors are responsible for providing their own ice, if required.
- 1.1.6 Food vendors using propane must provide TSSA certification to the event organizers. Regulations can be seen at www.tssa.org or call 1-877-682-8772.
- 1.1.7 All vendors may be subject to on-site inspections throughout the event by Pelham Fire Services, TSSA and Niagara Region Public Health. All required documentation, including a current Fire Suppression System Inspection Certificate and the Mobile Food Service Inspection Certificate, are to be available on site for review. If you are found to be in violation of any of the regulations, you will be closed and required to leave the event without any refund. Fines may also apply.
- 1.1.8 Food vendors are encouraged to use compostable and/ or recyclable service items; serving dishes, utensils, cups, etc. Participation in these practices on a weekly basis will qualify the vendor for the “go green rebate” (see section 9).
- 1.1.9 **NO GLASS BOTTLES/CONTAINERS ARE PERMITTED IN THE PARK.**

1.3 Beverage Vendors

The Supper Market will approve one winery, one brewery and one cidery on a weekly basis. Beverage Vendors are to submit an invoice detailing the SOP number prior to the event date. There is no cost to set up for beverage vendors. The ticket price is set by the market management, and vendors will receive a serving fee at the end of the event. Please note only glasses of wine/ beer/ cider will be available for purchase. Bottles will not be available for purchase to take home. The Market will provide a table, and tent for each beverage vendor, but will require vendors to supply their own cups and ice.

2. Fees & Payment:

	Seasonal June 4 – Sept 10 (16 weeks)	Weekly (per week)	Trial (2 weeks)
Food Vendors - 10X10 Tent			
Pelham Businesses	\$500.00	\$50.00	\$100.00
Outside Pelham Vendors	\$550.00	\$55.00	\$110.00
Food Vendors - Trucks (up to 15')			
Pelham businesses	\$600.00	\$60.00	
Outside Pelham Vendors	\$650.00	\$66.00	
Food Vendors - Trucks (over 15')			
Pelham businesses	\$700.00	\$70.00	
Outside Pelham Vendors	\$750.00	\$75.00	
Garbage Deposit	\$50.00	\$50.00	
Hydro	\$70.00	\$5.00	

Payment must be made in full by the date indicated on the invoice, or prior to the start of the event or you will not be permitted to attend the event. Cheques to be made payable to: **“The Town of Pelham”**. An NSF charge will be applied for any returned cheques

Payment may be made by cash (never by mail), cheque, money order, or debit. The applicable fees will be determined by the information submitted in the Vendor Application.

3. Site Location

Vendors will be located in Peace Park. Vendor sites will be assigned by the event management based on the requirements indicated on the Vendor Application. No guarantee of location will be made.

Changes to the location may be made at the sole discretion of the event management. Each location is restricted to the applicant to whom it was assigned. The vendor may not assign its space or permit any other applicant, person, firm or organization to use any part of such space without the express written permission of the event management.

4. Site Information

All participants must supply their own tents, extension cords and furniture for the event.

3.1 Code Requirements

All tents and units must be well maintained and conform to current fire, safety, building requirements and health standards.

Tents must be erected a minimum of 3m (9ft 10in) from buildings. For inquiries regarding building code requirements contact 905 892-2607, ext. 323.

Each vendor must comply with all local fire requirements. For inquiries regarding fire requirements contact 905 892-2607, ext. 201.

3.2 Hydro

Hydro is available at a limited number of sites. Sites with hydro will only be assigned to those participants who indicate in the Vendor Application that hydro is required. All electrical cords should be in excellent condition, with no damage to them, or electrical tape repaired damage, and should be of an appropriate size for the distance and the load being plugged in to them.

Eg:

-50 feet or less with any load under 1200 watts or 11 amps, not less than 16 awg

-up to 100 feet, 600 watts or 5 amps or less, not less than 16 awg

-50 feet or less with a load of up to 1650 watts or 15 amps not less than 14 awg

-up to 100 feet, 800 watts or 7 amps or less, not less than 14 awg

-over 50 feet and 15 amps or 100 feet and 7 amps should be a #12 awg

This is just a guideline that keeps within the safe operating parameters of flexible cords.

5. Set Up

Set up will be between 2:00 pm and 4:00 pm

6. Hours of Operation

Vendors are requested to be set up and ready for 4:00pm and remain in the park until at least 9:00 pm, unless other arrangements have been made.

7. Booth Content

This event is a family event and the event management reserves the right to prohibit the display and/or distribution of materials it alone deems illegal, obscene or otherwise offensive.

Food vendors may only sell food items and cannot sell merchandise. Non-food vendors may only sell merchandise and cannot sell or give away food or beverage items. Any items on display that were not listed on your application and were not approved are prohibited and will result in your immediate removal from the event. Random checks will be done throughout the duration of the festival.

8. Insurance

Each vendor must be covered by a liability insurance policy in the amount of \$2 million and provide the Town of Pelham with a Certificate of Insurance naming the "Town of Pelham" as an additional insured with 30 days' notice of cancellation or non-renewal.

9. Garbage

Food Vendors must leave their sites as they found them, clear of all garbage. Failure to do so may result in the Town of Pelham retaining the \$50.00 deposit which will help offset the clean-up costs incurred by the Market. The Green Zone in the Market area will be maintained by the Town of Pelham on a continuous basis; Vendors utilizing the green zone must break down all items and sort items prior to disposing them.

Go Green Rebate

Vendors who, on a weekly basis, use only compostable and/or recyclable products will receive an additional \$50.00 reimbursement for practicing green friendly initiatives and reducing overall garbage waste.

10. Cancellation Policy

Weekly Vendor – cancellation of weekly vendor needs to be submitted via email to the market clerk two weeks prior to approved designated day.

Seasonal Vendor – cancellation is to be made by email to Stephanie Yole - Culture and Community Enhancement Programmer 2 weeks prior to the start date of the Supper Market for a refund less an administration fee. Cancellation of a seasonal vendor prior to the 4th week of operation is subject to a refund less an administration fee, cancellation after the 5th week of operation no refund will be granted.

Stephanie Yole – syole@pelham.ca, 905-892-2607 ext. 341

11. Other Situations

Other situations, not conforming to the above criteria will receive individual consideration by Event Management.