



## **Bazaar Space Terms and Conditions**

### **1. Confirmation:**

- a. Bazaar contracts will be deemed confirmed only when MuslimFest issues a confirmation letter/email to the Vendor.
- b. Booth(s) will only be confirmed upon receiving payment in full. MuslimFest will confirm booth once cheques are cleared and/or credit card payments are processed. **No exceptions will be made.**

### **2. Fixtures and equipment provided:**

- a. All vendors, except as stated in 2.b., will be provided one (1) 10x10 tent, one (1) 6'x2' display table, one (1) I.D sign, and two (2) chairs.
- b. The size of tent and the number of chairs and tables assigned to sponsors are as per the sponsorship agreement. If no specific terms addressed in the sponsorship agreement, 2.a. will apply.
- c. Allocation of fixtures and equipment will be on a first-come-first-serve basis as assigned.

### **3. Hours of operation:** The bazaar area will operate only during the times listed herein: Saturday, August 5<sup>th</sup> 2017 from 12:00pm until 11:00pm, and Sunday, August 6<sup>th</sup> 2017 from 12:00pm until 9:00pm. All Vendors shall cease operations by 9:00pm on Sunday, August 6<sup>th</sup> 2017, to ensure compliance with City of Mississauga Celebration Square guidelines – **ALL VENDORS MUST VACATE CELEBRATION SQUARE BY 12:00AM (MIDNIGHT) OTHERWISE THEY MAY BE TICKETED AND/OR FINED BY THE CITY OF MISSISSAUGA.**

### **4. Set-up:**

- a. Set-up times will take place during the following times: Saturday, August 5<sup>th</sup> 2017 between 9:00am and 12:00pm (noon). No vehicles are allowed on the Celebration Square for set-up after the allotted set-up time has ended at 12:00pm (noon) on Saturday, August 5<sup>th</sup> 2017.
- b. All Vendors will be assigned a specific 45 (forty-five) minute set-up time. Vendors are responsible for ensuring they know their specific set-up time.
- c. After the Vendor's allotted set-up time has expired, the vendor will remove their vehicle from

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Celebration Square. Vendors will be given one reminder upon the expiration of their time. If the vehicle is not removed in 10 minutes, a \$50 charge will be deducted from the damage deposit.

- d. If a Vendor fails to arrive for their assigned set-up time and the Vendor needs to bring his/her vehicle on to the site for set-up, he/she must wait until all other Vendors are loaded in before MuslimFest (Festive Currents) will allow the vendor on-site with a vehicle. MuslimFest (Festive Currents) will only allow the late vendor's vehicle on-site, if there is time remaining before the set-up time of Celebration Square ends, and/or if there is space on-site to safely do so. If the set-up time at Celebration Square expires, and the Vendor is still awaiting set-up, the Vendor will be allowed to set-up, however no vehicles will be allowed on the Celebration Square.

#### **5. Vendor content:**

- a. Vendors shall not display, advertise, or sell **ANY Sound Vision products**. The display, sale or advertisement of Sound Vision products is reserved solely for Sound Vision only.
- b. Further, Vendors shall not display, advertise, or sell ANY CDs or products of artists performing at **MuslimFest 2017**. A list of artists can be made available upon request.

#### **6. Food and beverages:**

- a. No food or beverages may be sold by the Vendors at the bazaar, or distributed at no charge, unless authorized by Festive Currents and/or **MuslimFest in writing**.
- b. To support MuslimFest's Go-Green initiative, a NO-PLASTIC-BOTTLE policy is in effect. As such, no Vendor shall be allowed to sell or give away beverages in plastic bottles.
- c. Food Vendors shall be allowed to serve only the food and drink items stated on their bazaar application. No other food or drink items may be added to the menu without the express written consent from MuslimFest.

#### **7. Prohibited materials:**

- a. Vendors are strictly prohibited from displaying, advertising, selling, or using
  - i. Materials deemed un-Islamic. (Un-Islamic will be defined as any material is that which is identified and labeled as such according to Islamic sources and ethics. When in doubt, please consult with the Bazaar coordinator prior to the event.);

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- ii. firearms, weaponry, ammunition and their parts;
- iii. heat generating appliances; and
- iv. Dangerous goods, including explosives, fireworks and other items of an incendiary or flammable nature.

**8. Insurance:**

- a. All vendors, commercial or non-commercial, are required to have a valid liability insurance certificate which names both the City of Mississauga and Festive Currents as additional insured. Insurance is available from Festive Currents for an additional cost of \$54 (fifty-four) CDN for non-food vendors and \$85 (eighty-five) for food vendors for the duration of the festival. If insurance is required from Festive Currents, the Vendor shall notify MuslimFest immediately, **in any case no later than June 20, 2017.**
- b. Should commercial Vendors choose to provide their own insurance, the City of Mississauga Insurance Form **MUST** be completed, signed and stamped by the insurance company.

9. **Vendor Permit:** **ALL COMMERCIAL VENDORS** shall have a Vendor Special Event License to operate in Mississauga. To obtain a License, all Vendors must have a valid insurance certificate, as stated in s. 8. MuslimFest will obtain the two-day Vendor Special Event License from the City of Mississauga at no additional cost (\$52 CDN value).

10. **Form submission deadline:** All forms required by the City of Mississauga must be submitted **ON OR BEFORE JUNE 20, 2017**. MuslimFest and Festive Currents will not be held responsible for the non-issuance of Vendor permits/licenses due to late submission. Vendors who submit forms late and are not issued a commercial permit/licence will not be entitled to a refund.

11. **Condition of booth and surrounding area:** All booths are to be maintained in good condition. All merchandise shall be displayed in an organized, and presentable manner, which will not disrupt the flow of traffic. Vendors are restricted to the space under their tent. All vendors selling/promoting items are prohibited from soliciting on City property. All sales must be made from the allocated booth only. **Overflow will not be tolerated and parameters of the Vendor's area will be enforced by City of Mississauga staff and/or MuslimFest management.**



**12. Booth location:** Vendors may not move from their assigned booth, encroach on another Vendor's space, or move tables and chairs from other booths. Vendors may not sublet their booth to hold multiple vendors under one business. **Vendors are restricted to one business per tent.**

**13. Booth location and assignment:** Festive Currents and/or MuslimFest Bazaar Committee reserves the right to re-assign booth location in accordance with the event's policies and procedures including, but not limited, to sponsors priorities, and conflicting businesses.

**14. Denial and/or Revocation.**

- a. Festive Currents and/or MuslimFest reserves the rights to deny any Vendor from participating in the bazaar. **All decisions of Festive Currents and/or MuslimFest are FINAL.**
- b. Festive Currents reserves the right to retract confirmation of a Vendor's participation at MuslimFest, before or during the event. Festive Currents and/or MuslimFest may therefore close any booth and eject any Vendor and/or Vendor's staff from the Bazaar and event for participating in illegal or un-ethical activities, violating any of the terms and conditions of this agreement, and/or failing to comply upon instruction given by the MuslimFest Bazaar committee.
- c. All vending, advertising, and sponsorship agreements between Festive Currents and/or MuslimFest and any other party are considered null and void if contracted party is accused of illegal activities.

**15. Fundraising:** No fundraising may be done at the Celebration Square or the surrounding facilities except with the express written permission of Festive Currents and/or MuslimFest. Accepting your bazaar application does not constitute endorsement or approval of your fundraising activities. To request permission for fundraising at MuslimFest, Vendors must complete a Fundraising Questionnaire. Filling out this questionnaire does not guarantee that fundraising activities will be approved.

**16. Behaviour and decorum:** Vendors and their staff are expected to maintain Islamic etiquette and courteous behaviour when dealing with customers and soliciting business. Vendors shall abide by the City's Respectful Workplace policies by engaging with City personnel in a civil and courteous manner. Vendors must cease vending operation if so requested by City personnel or MuslimFest organizers due to non-compliance with this agreement or any City By-Law, or Policy. Failure to comply may result in a

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penalty/fine issued by By-Law Officers.

**17. Deadline for material submission:** If purchasing Additional Marketing Opportunities, all ads must be submitted **no later than June 20, 2017**. All ads should be in jpeg or tiff format with a minimum resolution of 300DPI.

**18. Use of diesel fuel trucks:** Diesel fuel trucks will not be permitted onsite for any purpose.

**19. Damage Deposit:**

- a. A mandatory \$500 deposit shall be paid by all Vendors. This deposit is to ensure:
  - i. the recovery of the fixtures and equipment assigned to the Vendor in its **original condition** and
  - ii. Adherence to the MuslimFest Bazaar Terms and Conditions and City of Mississauga's Celebration Square guidelines and policies by all Vendors.
- b. A full refund of the damage deposit will be issued, if
  - i. the Vendor returns all assigned fixtures and equipment to Bazaar Management area, in its original condition, prior to leaving the premises; and
  - ii. There is no damage to any City property in the area for which the Vendor was responsible.
- c. Deductions from the damage deposit will be made as follows:
  - i. damages and/or missing items: Chair-\$30 each, Table-\$160 each, Tent Wall-\$40 each, Tent Bag-\$40 each;
  - ii. a \$50 surcharge for unclean booths;
  - iii. non-compliance of the terms and conditions stated in this agreement; and/or
  - iv. Damage caused to City property.
- d. Damages to fixtures and equipment will be assessed by the supplier; damages to City property will be assessed by City officials; and non-compliance of terms and conditions will be assessed by Festive Currents and/or MuslimFest.
- e. If damages amount to a sum greater than \$500, the full amount of the damage will be charged to the credit card. The vendor may provide alternate payment for damages, but the charges on the credit card will remain until the alternate payment is received in full.
- f. All charges will be deducted and remaining deposit (if any) returned to the Vendor up to 8 weeks after the event.

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**20. Cancellation policy:**

- a. Cancellation by Vendor, are subject to a cancellation penalty.
- b. If cancellation request by Vendor is received **on July 5, 2017 or later, no refund** will be issued.
- c. Cancellation requests by Vendor, received **prior to July 5, 2017** are subject to a cancellation penalty as follows:
  - i. **15%** for cancellation on or before **June 14, 2017**;
  - ii. **25%** for cancellation on or before **June 21, 2017**; and
  - iii. **50%** for cancellation on or before **July 4, 2017**.

**21. Indemnity Clause:**

- a. Vendors and their staff indemnify and hold Festive Currents and any of its partners harmless from and against all costs, damages, judgments or legal expenses which may arise from this agreement, set-up, participation or dismantling activities during, before and after the festival.
- b. Exhibitors also assume all risks of loss, injury, theft or damage of any kind or nature whatsoever to any exhibit or component thereof, including, but not limited to, goods, merchandise, cash, records or any other property. Further, exhibitors are expressly bound, at their expense, to repair any damage which they cause to the bazaar fixtures, the surrounding areas, and the Celebration Square through unauthorized modifications or movement of their exhibit.
- c. Vendors and their staff indemnify and hold the City of Mississauga and the Celebration Square harmless and respective agents against any claim or expenses arising out of the use of the exhibition premises. The exhibitor understands that neither Festive Currents nor the City of Mississauga maintain insurance covering the exhibitor's property and it is the sole responsibility of the exhibitor to obtain such insurance.

**22. No creation of legal partnership:** All vending, advertising, and sponsorship agreements between Festive Currents and/or MuslimFest and any other party do not constitute the creation of a legal partnership.

**23. Photographic Consent:** MuslimFest reserves the right to take photographs or film any of its Vendors, events and the Vendor agrees that MuslimFest may use any such photographic or film records for promotional and/or commercial purposes, as well as approve such use by third parties with whom



MuslimFest may engage in marketing, without any remuneration to the Vendor. The Vendor and his/her staff assign all right, title, and interest they may have in or to any and all media in which their name or likeness might be used by MuslimFest in any form of media.

As an authorized agent of this business/organization, I have read and understood this contract, and agree to abide by its terms and conditions.

Vendor (Organization Name): \_\_\_\_\_

Name of Owner: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_