

## **RULES AND REGULATIONS FOR VENDORS**

---

### **APPLICATION FORM SUBMISSION**

---

- To qualify for a vending opportunity applicants must complete, sign and submit the “Vendor Participation Application Form” and all required documentation to Orillia Canada Day, P.O. Box 2133, Orillia, ON, L3V 6R9 by June 1<sup>st</sup>. Completed application and payment is due by June 1<sup>st</sup>, **Applications submitted after the June 1<sup>st</sup> deadline will not be accepted.**
- Applications will not be accepted until all required documentation has been submitted and payment has been received in full. Cheques must be made payable to “Orillia Canada Day Inc.” Incomplete applications will be returned for resubmission.
- Vendor applications must be approved by the Orillia Canada Day Inc. and the application is neither an offer nor a guarantee of space. Also, a successful application one year does not guarantee space at future events.
- To stay in good standing with Orillia Canada Day, non-sufficient fund charges will be applied.

### **REQUIRED DOCUMENTATION**

---

NOTE: The below documentation must be submitted with the “Vendor Participation Application Form”

- Certificate of Insurance – Please contact your insurance provider and request a **“Certificate of Insurance naming Orillia Canada Day Inc. as additional insured,”** with a minimum of \$2,000,000 coverage.
- Signed Participant Waiver, Release and Indemnity Form – All applicants must complete and submit the Participant Waiver, Release and Indemnity Form including all employees.
- Photocopy of Special Occasion Permit– A Special Occasion Permit from the Simcoe County Health Unit is required by all Food Vendors.
- Payment - Cheque payable to “Orillia Canada Day Inc.” (if applicable). Payment must be received by June 1st, 2020 to be considered complete.

### **REVIEW AND SELECTION PROCESS**

---

- Vendors may submit their top three (3) plot choices for their vending location. However, plot choices are subject to availability and will be granted on a first come first serve basis. A map of the park illustrating available plot locations can be viewed at [www.canadadayorillia.ca](http://www.canadadayorillia.ca)
- Orillia Canada Day Inc. reserves the right to restrict or extend the number and type of vendors, and to select vendors who best meet the needs of the event, as determined by the Orillia Canada Day Committee.
- Orillia Canada Day Inc. reserves the right to remove vendors from plots erroneously occupied or exceeding plot size and may result in removal of vendor from park.
- Preference is given to vendors who maintain an excellent history of service and who adhere to application guidelines in a timely and efficient manner.
- All returning applicants must be in good standing with Orillia Canada Day, having not violated any rules or regulations listed, and having paid all fees in a timely fashion.

### **TYPES OF ACCEPTABLE VENDORS**

---

- The following types of vendors are examples of those eligible to take part in Orillia Canada Day.
  - **Not-for-Profit Groups** - Includes Services Clubs, School Groups & Social Clubs.
  - **Craft Vendors** - Craft vendors may sell only handcrafted items. All other vendors are considered Commercial.
  - **Commercial Vendors** - Types of Commercial Vendors may include but is not limited to: health services, health products, home improvements, music, educational, recreation, automotive, financial services, pets/nature, etc.
  - **Food Vendors**

**Orillia Canada Day  
Couchiching Beach Park**

---

**RULES AND REGULATIONS FOR VENDORS**

---

**VENDOR FEE STRUCTURE**

---

- A vendor fee will be collected by Orillia Canada Day Inc. for vendors wanting to participate in Orillia Canada Day festivities. Note: Fees are subject to change without notice and are non-negotiable.
- Cheques must be made payable to the “**Orillia Canada Day Inc.**” and must be submitted with your completed “Vendor Participation Application Form.” Post-dated cheques will not be accepted. **There will be no refund of payment if the vendor does not attend the event.**
- Receipts will be mailed with confirmation. If you are not approved for participation your cheque will be returned.
- Vendor Fees will be based on the vendor type as well as space requirements.

**SETUP / TAKEDOWN**

---

- On July 1<sup>st</sup>, participants may drive their vehicles to their vending location for the purpose of unloading/set-up starting at 7:30am (if you show up before this time you will have to wait to enter the park). Vehicles must be back outside the park area prior to 9:00 a.m.
- Parking locations outside the boundaries of the park are limited. The earlier you can remove your vehicle from the park, the closer you will find an available space.
- Vehicles will be permitted back inside the park between the hours of 5:00 p.m. and 6:00 p.m. for booth take down.
- The final opportunity to enter the park for booth takedown will be after the conclusion of the fireworks show and only after the Orillia Fire Department has cleared the area.
- Vehicles entering the park for set-up/takedown will be escorted by festival security/administration. Much concern has been reported on the safety of vehicles coming and going.

**GENERAL RULES**

---

- Orillia Canada Day operates rain or shine.
- All participating vendors must remain within the designated vendor area, conforming to City of Orillia and Fire regulations.
- Final booth setup and display are subject to approval by Orillia Canada Day Inc.
- Hydro is available on a first come first serve basis. If you require electricity it is your responsibility to bring a CSA approved 3-prong extension cord. Your power needs are not the responsibility of the Orillia Canada Day Committee.
- All vendors must adhere to the City of Orillia’s Special Event Waste Diversion Policy found under the forms section of the Canada Day website ([www.orilliacanadaday.ca](http://www.orilliacanadaday.ca)). Vendors must clear all materials, garbage, and recyclables from their site prior to departure. **Failure to clean-up will result in a \$100 penalty.**
- The sale of tobacco and tobacco/vaping related items are strictly prohibited.
- The sale of alcohol and alcoholic beverages is strictly prohibited.
- All vendors making sales to the public are responsible for collecting and submitting their own HST.
- All items left unaccompanied by vendors are left at their own risk. Orillia Canada Day is not responsible for lost or damaged articles or displays under any circumstances.
- Failure to comply with rules set forth by Orillia Canada Day Inc. will result in the immediate eviction from the premises with no refund of any deposits paid.
- All participants will acknowledge that the Orillia Canada Day Inc. exercises complete discretion over this event.

Orillia Canada Day Inc. reserves the right to change, modify and/or update this document at any time.

## VENDOR PARTICIPATION APPLICATION

(APPLICATION SUBMISSION DEADLINE IS June 1<sup>st</sup>)

Application Year: \_\_\_\_\_ Date: \_\_\_\_\_

Vendor Type:     Commercial         Craft         Food         Not-for-Profit

Vendor / Community Group Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Contact: \_\_\_\_\_ Vehicle License No: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

### Space Requirement and Pricing:

Space Requirement	Pricing			
	Commercial Vendor	Craft Vendor	Food Vendor	Not-for-Profit Community Group
10' x 10'	\$225	\$65	\$295	-
10' x 20'	\$315	\$90	\$405	-
Other	Please contact for pricing			

Payment enclosed for: \$ \_\_\_\_\_

### My top three (3) plot choices for vending location:

Please indicate a plot number or letter to identify location choice. Please note that:

- Numbers indicate plots available to commercial, craft and not-for-profit vendors
- Letters represent plots available to food vendors only
- Each number or letter represents one 10' x 10' plot. If you require a 10' x 20' plot please indicate two side-by-side numbers or letters. Plot locations map is attached to this application

Choice 1 \_\_\_\_\_ Choice 2 \_\_\_\_\_ Choice 3 \_\_\_\_\_

Nature of items to be sold / focus of your group's regular activity: \_\_\_\_\_

-----  
I have read and I agree to follow all Rules and Regulations for Vendors as outlined by the Orillia Canada Day Committee and that Vendors found to be in violation of one or more rules and regulations may be suspended from the event. Furthermore, I acknowledge that Orillia Canada Day Inc. exercises complete discretion over this event.

Name (please print): \_\_\_\_\_

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

- 
- Submission Checklist:**
- This form
  - Certificate of Insurance
  - Signed Participant Waiver, Release and Indemnity Form
  - Special Occasion Permit Photocopy (applicable to Food Vendors)
  - Cheque payable to "Orillia Canada Day Inc." (if applicable)

**All applications must be approved by the Orillia Canada Day Committee.  
Your application will not be accepted until payment is received and cashed.**

**Orillia Canada Day Inc.  
Couchiching Beach Park**

**PARTICIPANT WAIVER, RELEASE AND INDEMNITY**

---

Name: \_\_\_\_\_

Organization: (If Applicable) \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_

-----

1. I am aware that my participation in the Orillia Canada Day events, **including but not limited to being a Canada Day Volunteer, participating in the Wheely Great Parade, in the Orillia's Got Talent Contest, and in the Canada Day Parade (the "events")**, involves many inherent risks, dangers, and hazards, including but not limited to trip and fall injuries involving both Couchiching Beach Park permanent fixtures and equipment brought in for the purposes of the events, collisions between motor vehicles and/or pedestrians, exposure to extreme weather including heat and sun, assault or confrontation with other spectators, participants, or volunteers, animal bites or scratches, travelling to or from these events, the failure to act safely or within ones own ability or within designated areas, negligence of other participants, volunteers, attendants, or spectators, and negligence on the part of Orillia Canada Day Inc., its officers, agents, directors, servants or employees, and all other organizers, volunteers, sponsors, representatives, their agents and employees and any other person or organization assisting in these events. I am also aware that the risks, dangers, and hazards referred to above may be exacerbated by the consumption of alcohol by myself and/or other participants, volunteers, attendants, and spectators. I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

2. In consideration of the permission to take part in the events offered by Orillia Canada Day Inc., I hereby release, waive and forever discharge Orillia Canada Day Inc., its officers, agents, directors, servants or employees, and all other organizers, volunteers, sponsors, representatives, their agents and employees and any other person or organization assisting in these events from all claims, demands, damages, costs, expenses, actions and causes of action, whether in law or equity, in respect of death, injury, loss or damage to my person or property howsoever caused, arising or to arise by reason of my participation in, whether as a spectator, participant, attendant, or volunteer, or travelling to or from, this event.

3. I further state that I am in proper physical and mental condition to participate in the events and am aware that participation could, in some circumstances, result in physical injury to myself or others.

4. I hereby undertake to hold and save harmless and agree to indemnify Orillia Canada Day Inc., its officers, agents, directors, servants or employees, and all other organizers, volunteers, sponsors, representatives, their agents and employees and any other person or organization assisting in these events from any and all liability incurred by any or all of them arising as a result, or in any way connected with my participation, whether as a spectator, participant, attendant, or volunteer.

5. By signing this form, I hereby give my consent to Orillia Canada Day Inc., that photographs and or digital images of me may be taken and used for advertisement, news releases, printed publication, posters, or on the Orillia Canada Day Inc. website. I agree that my name may be used in descriptive text in connection with the image(s). I authorize the use of these images without compensation to me. All negatives, prints, and digital reproductions shall be the property of the Orillia Canada Day Inc.

**BY SIGNING THIS FORM, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THIS WAIVER, RELEASE AND INDEMNITY.**

---

Orillia Canada Day Inc.  
Couchiching Beach Park

**PARTICIPANT WAIVER, RELEASE AND INDEMNITY**

---

Dated at \_\_\_\_\_, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
location day month year

Name of Participant (please print): \_\_\_\_\_

Signature of Participant : \_\_\_\_\_

**If the participant is under the age of eighteen (18) a parent's signature is required.**

In consideration of Orillia Canada Inc. accepting the within application, I, \_\_\_\_\_ (name of parent/guardian), parent/guardian of \_\_\_\_\_ (name of participant) agree to waive, release, and indemnify Orillia Canada Day Inc., its officers, agents, directors, servants or employees, and all other organizers, volunteers, sponsors, representatives, their agents and employees and any other person or organization assisting in the events from any claims or demands which might be made arising out of or in consequence of the participation, whether as a spectator, participant, attendant, or volunteer, by \_\_\_\_\_ (name of participant).

**BY SIGNING THIS FORM, I ACKNOWLEDGE HAVING READ, UNDERSTOOD AND AGREED TO THE FULL TERMS OF THIS WAIVER, RELEASE AND INDEMNITY SET OUT IN PARAGRAPHS NUMBERED 1 TO 5, INCLUDING THE MANY INHERENT RISKS, DANGERS, AND HAZARDS SET OUT IN PARAGRAPH 1. I ALSO EXTEND THE CONSENT IDENTIFIED IN PARAGRAPH 5 TO ANY PHOTOGRAPHS OR DIGITAL IMAGES OF TAKEN OF MY CHILD, THE PARTICIPANT.**

Name of Parent/Guardian (please print): \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

