



TIRGAN DISTILLERY DISTRICT MARKET 2019

VENDOR PROFILE AND PAYMENT INFORMATION

Your Name: _____

Business / Booth Name _____

Telephone (Day): _____ Email: _____

Address: _____ APT # _____

City: _____ Prov: _____ Postal Code: _____

Website: _____ Twitter: _____

Facebook: _____ Other Web: _____

The vendor's signature on this form indicates acceptance of the rules and regulations and schedules, as set forth in the accompanying package.

Signature: _____ Date: _____

My merchandise is... (Please check all that apply)

- | | | | |
|--------------------------------------|-----------------------------------|--|---|
| <input type="checkbox"/> Ceramics | <input type="checkbox"/> Imported | <input type="checkbox"/> Local / Artisanal | <input type="checkbox"/> Canadian Designs |
| <input type="checkbox"/> Jewellery | <input type="checkbox"/> Textiles | <input type="checkbox"/> Books | <input type="checkbox"/> Fair Trade Certified |
| <input type="checkbox"/> Clothing | <input type="checkbox"/> Artwork | <input type="checkbox"/> Household Items | Other: _____ |
| <input type="checkbox"/> Accessories | <input type="checkbox"/> Glass | <input type="checkbox"/> Cards | |
| <input type="checkbox"/> Eco/Organic | <input type="checkbox"/> Posters | <input type="checkbox"/> Prepared Foods | |

Please indicate what products you will be selling: (attach additional pages in case needed) Please remember that you can **ONLY SELL the products you include in this list.**

_____	Price range: _____



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Please list the equipment and displays you will bring for your booth (i.e. tablecloths, backdrop signs, lamps, and whatever you need to sell your products) **You will only be allowed to bring what Tirgan approves from this list. Feel free to attach an additional page outlining all the equipment you will be bringing.**

APPLICATION PROCESS

1. Vendor must submit the completed application package along with full payment in advance in order to be considered by Vendor committee.
2. All the applications will be review by Festival Vendor committee and the selected applicant will be informed by email on Friday June 1, 2019.
3. Vendor must submit the completed application package.

VENDOR AGREEMENT

1. Tirgan reserves the right to refuse booth space to anyone. Tirgan reserves the right to cancel the vendor agreement or to eject any vendor from the premises who is behaving in an objectionable manner and the vendor waives any right and all claims for damages or compensation by reason of Tirgan exercising this right.
2. Booth Permissions: Only vendors in possession of a valid, signed contract from Tirgan may occupy space at Lakeview Market.
3. Tirgan assumes no responsibility for sales, inclement weather, nor guarantees of attendance.

CANCELLATION POLICY

1. Tirgan has the right to cancel vendor contracts if they fail to comply with Rules and Regulations.

SET-UP / PARKING:

1. Vendor agrees to adhere to the Load-in and Load-out schedule provided by Tirgan. This schedule will be sent the week of the festival by e-mail.
2. Load in/out access will be allowed for a short period of time for the purpose of delivering and re-stocking food and/or equipment only. Vendors are allowed a maximum of 30 minutes to park and unload their goods on Distillery District property. If you use more than 30 minutes for load-in you will get a parking ticket.
3. Parking is responsibility of the vendor.



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BOOTH PLACEMENT

- a. Tirgan will assign all booth(s) locations. Locations must be accepted as assigned. Tirgan also reserves the right to re-assign tent(s)/booth(s) at any time. Vendors are not permitted to request a particular booth space, or change their location without prior approval of Tirgan. To do so will result in immediate disqualification from Tirgan / Distillery District
 - b. Tirgan reserves the right, after assignment of space, to relocate exhibits which may be affected by a change in Lakeview Market space assignment for any reason whatsoever.
2. Booth Vendors shall not sublet any or all of their exhibit space, nor have goods or representatives from companies other than their own, within their booth, without the prior written discussion and approval by the Tirgan Vendor Committee.
3. Booth Vendors must install, arrange and conduct their exhibits only in the location allotted to them in a neat and orderly manner. Public access routes **MUST** be kept clear at all times.
4. Booth Vendors are required to confine their exhibit and all exhibit activities within the limits of their allotted space. Products and displays are **NOT ALLOWED** to be outside the limits of their booth. Salespeople and demonstrators are prohibited from operating in the aisle or in any other location other than that specified in the contract.
5. Any Booth Vendor that exceeds their booth boundaries by one foot will be given a written warning. If Booth Vendor violates this space agreement more than twice, will be fined \$100.00 CAD each and every time thereafter for any further violation. Vendors will not be allowed on the premises until they have paid all fines. Continued disregard may result in cancellation of contract.
6. If you require more space than the one you booked, please consider purchasing a second booth (this is not allowed for tables) and contact the Vendor Coordinator for more information and availability.

BACKDROP AND DISPLAY EQUIPMENT – POWER OUTLET

1. Tirgan expects each vendor to decorate their booth(s) and present their merchandise in an attractive manner. Backdrops for booths are not supplied. Please bring your own backdrop for your booth(s). Items such as tablecloths, carpeting, racks and shelving are the responsibility of each Vendor. Tirgan does not provide nails, tape, staples or backdrops, or display lighting for booths. Tirgan reserves the right to close a booth if its appearance and presentation is deemed not appropriate.
2. **Hanging a flag of any kind is not permitted.**
3. Backdrops, signs and decorations can only be hung from the vendor's grid system and must be kept within the allocated space. **Vendors MAY NOT HANG anything from the Metal Tent Frame.**
4. Bringing additional equipment requires Tirgan/ Distillery District's approval. Unapproved items will not be allowed on-site.
5. As a mandated fire control measure, absolutely **NO halogen lighting is allowed.** You will be provided with 1 (one) power outlet. Vendors can **NOT** use their own power bars.
6. Signage: All signage must be professionally and/or creatively prepared. Management retains the right to remove inappropriate and/or unattractive signs. Samples of the creative must be submitted to Vendor Coordinator for approval.
7. Vendors who wish to install a grid wall system must remove it at the end of the festival.



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BOOTH OPERATION AND CONDUCT

1. Facility Use, Public Safety: Tirgan/Distillery District reserves the right to intervene in terms of facility use and public safety.
2. Interference with Performances: Vendors are asked to respect ongoing performances at Distillery District. No audio or video devices are allowed in the booths (portable stereos, radios, CD or DVD players, etc.) When selling musical instruments approval of playing them in the booths must be obtained, in writing, from the Vendor Coordinator.
3. **No balloting, sampling, give-aways, raffles or any form of contests or prizes are permitted. No collection of information from any of our patrons is allowed on-site.**
4. Hours of Operation: Vendors must keep their booths open and staffed for the entire duration of the operating hours. Tirgan Lakeview Market operates rain or shine. Vendors must be in attendance and booths must remain open during the designated hours. The Vendor must be ready for business at the designated start time and close promptly at the designated close time. Hours of operation will be strictly enforced. Not complying with these hours of operation may cause closing and or cancellation of your booth with no reimbursement.
5. Closing Early Due to Weather: If weather conditions call for potentially closing the Market, the decision to keep the Market open or to close it will be made with the Vendor Coordinator together with all Vendors on-site. The decision will be made by majority consensus. Said decision must be followed by ALL vendors on-site.
6. Product Sales: Lakeview Market vendors may only sell merchandise that has been agreed upon in advance by Tirgan vendor committee. The Vendor must provide the products that were approved in the application form and can make no changes or additions. Tirgan will require vendors to remove items that have not been approved. If the Vendor needs to change the product lines from the original application, these new items must approved by Tirgan at **least two weeks in advance**, before they are displayed to the public.
 - a. Booth vendors agree to accept full responsibility for all materials and goods which they use or display in the booth area.
 - b. Tirgan strictly prohibits the sale of the following at the Tirgan Lakeview Market:
 - Beverages of any kind
 - Flags
 - Knock-off Designer merchandise (handbags, jewelry, clothing etc.)
 - Mass-produced novelty items/toys/giftware/electronics (ex. Bubble guns or light sabers)
 - Spiritual or religious-themed products
 - Counterfeit merchandise
 - Mass produced T-shirts and any type of CDs or DVDs. Tirgan retains the right to sell these items and also retains the right to allow its festival partners to sell this merchandise.
7. Staffing & Sales Tax: The Vendor is responsible for booth staffing, collecting and remitting of all sales taxes and required Ontario business licenses and all other aspects of running their booth.
8. Return Policy: Booth Vendors must post their refund or return policy clearly on their booth.
9. Any ownership change of business, at any time, requires a new application form.
10. Insurance and Indemnification: Tirgan recommends that the Vendor, at his/her own expense, take out and maintain comprehensive property damage, public liability and theft and loss coverage or other insurance as necessary. Tirgan will not be liable for any damage or theft of inventory.



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The Vendor, his/her employees, servants and agents agree to indemnify and hold harmless Tirgan, its employees, servants and agents from any and all rights, demands, claims, causes of action, damages, costs and expenses and any other liabilities whatsoever arising out of or in connection with its use of the designated premises. Tirgan shall not be responsible for theft, damage due to water, fire or any other damages to the Vendors' equipment or stock or loss of property belonging to the Vendor.

11. Security will be provided overnight in the Lakeview Market by Tirgan, beginning at the official closing time of the market, through to the designated opening hour of the following day. Tirgan will not be responsible for any losses or damages.
12. Please ensure that garbage is deposited in trash cans and not left on the ground or in and around the booth. Cardboard boxes must be broken down.

Tirgan reserves the right to change, cancel or add any rule or rules at any time for any reason whatsoever, and to move, relocate, suspend operating privileges or immediately terminate this agreement without prior notification to Vendor.

Tirgan reserves the right to evict anyone violating any of the outlined rules and regulations. **FAILURE TO COMPLY WITH TIRGAN/ DISTILLERY DISTRICT RULES AND REGULATIONS MAY RESULT IN: a written warning; and/or loss of booth(s).** Loss of booth(s) will result in all monies being forfeited. All decisions made by Tirgan are final. Vendors will not be allowed on the Tirgan premises until all fines have been paid.

I, _____ (print name) certify that I have read and agree to follow the Lakeview Market at Tirgan/ Distillery District rules and regulations. I further agree that I will ensure that any personnel working or volunteering in my booth will also follow these standards. I understand that failure to comply may result in my being required to leave and may prevent my acceptance for future events.

Signed: _____

Date: _____