

NOWRUZ FESTIVAL 2020



FOOD VENDOR PROFILE AND PAYMENT INFORMATION

Your Name: _____

Business / Booth Name _____

Telephone (Day): _____ Email: _____

Address: _____ APT # _____

City: _____ Prov: _____ Postal Code: _____

Website: _____ Twitter: _____

Facebook / Instagram: _____ 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 :

- Food
- Pastry
- Food Truck
- Tea House

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: _____
_____	Price range: _____
_____	Price range: _____
_____	Price range: _____
_____	Price range: _____
_____	Price range: _____
_____	Price range: _____
_____	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).

RULES AND REGULATIONS:

DATE / HOURS OF OPERATION

Food / Pastry/ Tea House/ Food truck Vendors

Saturday March 14, 2020 10:00 am to 8:00 pm

Sunday March 15, 2020 10:00 am to 8:00 pm

RENTAL FEE

Food Vendors : CAD \$ 2,500. + 20% sale

Tea House Vendor : CAD \$ 2,000. + 20% sale

Pastry Vendors : CAD \$ 2,250.

Food Truck : CAD \$ 1,000.

All the cheques should be payable to "Tirgan" no later than Feb 10, 2020

SUBMISSION DEADLINE:

Friday February 14, 2020

APPLICATION PROCESS

1. Vendor must submit the completed application package including all the food handling certificate and proper insurance along with full payment in advance in order to be considered by Vendor committee.
2. Upon revision of your application, and if requested by the Vendor Coordinator, vendors will go through a Taste Testing. Specific dates and times will be determined once your application is reviewed.
3. All the applications will be review by Festival Vendor committee and the selected applicant will be informed by email on Monday Feb 24, 2020.

ACCEPTANCE CRITERIA

1. Your application package will be reviewed for the quality, uniqueness and salability of your product(s) and overall balance of the category your product(s) falls into.

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2. Vendors are accepted based on the menu proposed on the application form and may only sell the approved items detailed in the form.
3. Taste testing must be passed.
4. Food Vendors shall uphold the Health and Safety Standards as outlined by the City of Toronto and Department of Public Health.
5. All vendors must have their Food Handler's Certificate, and proof of their Certificate of Business Registration.

DAMAGE DEPOSIT

1. A \$500.00 refundable Damage Deposit fee is required. This fee will be refunded once your contract ends. This fee is not included in the weekend total price. In case there are damages on the Designated Site or the Vendor causes damages to MERIDIAN ARTS CENTRE (formerly Toronto Centre for the Arts) Property the Damage Deposit will be used to pay for repairs. If the repairs cost are over \$500, the Vendor will be responsible for the remaining balance.

CANCELLATION POLICY

1. If the contract is cancelled by the Vendor due to any circumstance **before Feb 28, 2020**, Tirgan will refund the funds paid to date.
2. If the contract is cancelled by the Vendor **after Feb 28, 2020**, vendor loses all money paid.
3. If the contract is cancelled by Tirgan by any cause, vendor will get back all monies paid.
4. Tirgan has the right to cancel vendor contracts if they fail to comply with Rules and Regulations.

RULES AND REGULATIONS GOVERNING FOOD SERVICE BY COMMUNITY USER GROUPS, COMMERCIAL CATERERS AND RESTAURANTS

As a public facility, Tirgan is responsible for meeting the Public Health Protection regulations set out by the City of Toronto, Department of Public Health. Therefore, we expect each vendor to comply with the regulations in the transportation, preparation and service of food products intended for sale at the MERIDIAN ARTS CENTRE site. Failure to comply may result in loss of vending privileges without refund.

Tirgan will strictly enforce these measures and will visit all vendors, controlling temperature, food handling and transportation.

Tirgan reserves the right to request the vendor to leave the premises if the vendor fails to comply with Public Health Regulations.

The following are operational regulations for groups/individuals preparing food and/or serving food to the public on MERIDIAN ARTS CENTRE premises:

- Tirgan reserves the right to refuse booth space to anyone.

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- Tirgan reserves the right to cancel the vendor agreement or to eject any vendor from the premises who is behaving in an objectionable fashion, and the vendor waives any right and all claims for damages or compensation by reason of Tirgan exercising this right.
- Tirgan attendance and participation are dependent upon weather conditions, demographics and a variety of other factors. Therefore, Tirgan cannot be held liable for a lack of success for individual vendors and/or poor food sales based on attendance or customer preferences
- Tirgan encourages vendors to perform a high-quality service during the festival. A survey will be conducted to evaluate the quality of food and pastry. Tirgan will award a prize to the best vendor.

TEMPORARY HEALTH PERMIT

At least one (1) person involved in preparation and selling of food to the public must have a Food Handler Certificate given by Toronto Public Health.

FOOD HANDLING

1. Food must be transported, handled and presented in a clean, well maintained environment with food handlers wearing clean outer garments and maintaining a neat, tidy appearance. Hat or hairnet is mandatory for all food handlers.
2. Food handlers must follow good personal hygiene practices by washing hands appropriately and as often as required.
3. Food is to be prepared and served on a washable table surface. Use separate work tables or surfaces for the preparation of raw food and ready-to-eat food, to prevent cross-contamination.
4. Glove use is not recommended unless the food handler has a minor cut or burn. GLOVES ARE FOR SINGLE-USE ONLY AND YOU MUST USE NEW GLOVES WHEN YOU ARE CHANGING PROCESSES (i.e. handling raw food to ready-to-eat food).
5. Only personnel directly involved with food preparation and service or maintenance staff from MERIDIAN ARTS CENTRE are permitted inside the food vendor area. No minors are allowed.
6. Hot food must be kept at temperatures of 60°C (140°F) or over. Cold food must be kept at temperatures of 4°C (40°F) or under. Perishable food must be stored in mechanical refrigerators, coolers, or other acceptable means.
7. Food must be protected from contamination by shields (i.e. plastic covers), containers, or other means (i.e. aluminum foil) if maintained, and replaced as necessary.
8. Garbage must be regularly cleared from immediate serving area and placed in containers provided.
9. Prepared food may not be kept on the floor in boxes or containers.

CLEANING AND SANITIZING

1. All surfaces are to be cleaned after use with single-use paper towels and a sanitizing spray rinse. The following bleach and water mixture can be used: 5ml/1teaspoon of household bleach mixed with 1 litre/4 cups of water.

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2. This solution should be placed in a labelled spray bottle.
3. Spray all surfaces with the bleach sanitizer after they have been cleaned.
4. Allow the bleach mixture to sit on surfaces for at least 45 seconds, before wiping. Do not rinse surfaces after sanitizing. This concentration of sanitizer will not harm food or individuals consuming the food.
5. All food must be from an approved source and prepared in approved food premises. You cannot serve food that is prepared at home. Only single-service items (i.e. paper plates and cups) are allowed for serving to customers.

FOOD PROTECTION REQUIREMENTS

1. Ready-to-eat and raw food must be protected from contamination and proper temperatures must be maintained.
2. Condiment containers are required to have self-closing lids and separate dispensing utensils.
3. A probe thermometer is required to check the internal temperatures of hazardous food. Toronto Centre for the Arts staff will check the temperatures of your food throughout the weekend.
4. A thermometer is required to be stored in all cold holding units. This includes mechanical refrigeration and coolers.
5. All food must be protected from contamination at the event (i.e. covered and off the floor at least 15 cm/6 in.).
6. Heat lamps are **not** allowed.

EQUIPMENT

1. MERIDIAN ARTS CENTRE has limited power availability for FOOD VENDORS. They will be assigned in a first come/first serve basis.
2. Vendors are responsible for any tables or furniture required for cutlery, sauces and spices outside their Food Truck. Condiment and sauce containers must have lids or the table must be covered as per Public Health Regulations.

FOOD VENDING AREA

1. Food Vendors are required to maintain a clean and neat designated site and to adhere to the following requirements:
 - a. Take precautionary measures to ensure no stains, garbage or other unwanted pollutants negatively affect the area.
 - b. All grey water and oil must be disposed of following municipal environmental standards and legislation and outside MERIDIAN ARTS CENTRE premises.
 - c. Wrappers or items that could be scattered by wind gusts must be secured.
2. At completion of operations, the designated site must be returned to its original state.

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BEVERAGE SERVICE / SALES

1. Food vendors are **NOT** allowed to sell alcoholic beverages such as beer, wine, hard liquor.
2. Vendor to get sign off from MERIDIAN ARTS CENTRE for selling non-alcoholic beverages.

INDIGENOUS BEVERAGE POLICY

Indigenous beverages include only freshly prepared, unpacked, non-alcoholic beverages that are part of a specific community and therefore are part of the menu offered by the vendor. Traditional or indigenous beverages that are bottled and/or imported are not allowed to be sold on-site. Examples of these beverages are: Mango Lassi, Sorrel, and Sour Sop Juice.

1. Vendors interested in selling beverages must include the list in their application form. Only beverages that are included in the application and that are approved by the Vendor Team will be allowed to be sold on-site.
2. Once the application is submitted, the Vendor Coordinator will approve or reject the proposed beverage.

INSURANCE *** MANDATORY ***

1. **Vendors are responsible for their own insurance; this is mandatory.**
2. Tirgan is not responsible and/or liable in any way for any claim by a third party made on them for their fault or deemed negligence. Tirgan will not be liable for any damage or theft of inventory.
3. Each vendor is required to have proof of a Certificate of Insurance that includes the following:
 - Commercial General Liability Insurance with a minimum of \$2,000,000 in coverage.
 - Products and Completed Operations, Tenants Legal Liability and cross liability should be included in the General Liability.
 - Please ensure that the Tirgan and Toronto Centre for the Arts are listed as additional insured.

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 with the number and location of the booth.
2. Load in/out access will be allowed for a short period of time for the purpose of delivering and re-stocking and/or equipment only. Vendors are allowed a maximum of 30 minutes to park and unload their goods on Toronto Centre for the Arts property. If you use more than 30 minutes for load-in you will get a parking ticket.
3. Parking is responsibility of the vendor.

BOOTH PLACEMENT

1. Tirgan will assign all booth(s) locations. Locations must be accepted as assigned. Tirgan also reserves the right to re-assign booth(s) at any time for any reason whatsoever. Vendors are not permitted to

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request a particular booth space, or change their location without prior approval of Tirgan. To do so will result in immediate disqualification from MERIDIAN ARTS CENTRE property.

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 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 tablecloths, tape, staples, extension cord, 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 railing at MERIDIAN ARTS CENTRE.**
4. Bringing additional equipment requires Tirgan approval. Unapproved items will not be allowed on-site.
5. As a mandated fire control measure, absolutely **NO halogen lighting is allowed.** Vendors can **NOT** use their own power bars.
6. Signage: All signage must be professionally and/or creatively prepared. Tirgan 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 each day.

BOOTH OPERATION AND CONDUCT

1. Facility Use, Public Safety: Tirgan 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 MERIDIAN ARTS CENTRE. **NO AUDIO OR VIDEO DEVICES ARE ALLOWED** in the booths (portable stereos,

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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. Vendors have 60 min to close and remove their items from MERIDIAN ARTS CENTRE (formerly Toronto Centre for the Arts) on Saturday night by 8:00 p.m, and reset their booths on Sunday morning before 9:30 am.
5. Vendors must keep their booths open and staffed for the entire duration of the operating hours. 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.
6. 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.
7. Product Sales: 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 week 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 Lakeview Market:
 - Beverages of any kind
 - Flags
 - Mass produced T-shirts and any type of CDs or DVDs. Tirgan retains the right to sell these items.
8. 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.
9. Price Policy and Return Policy: Booth Vendors must post their prices in Canadian dollar and refund or return policy clearly on their booth.
10. Any ownership change of business, at any time, requires a new application form.
11. 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.

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.

12. Tirgan will **NOT** provide Security overnight in. Tirgan will not be responsible for any losses or damages.

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13. 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.

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 the designated space.
3. Tirgan assumes no responsibility for sales, inclement weather, nor guarantees of attendance.

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 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 Market at Tirgan 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.

Name: _____

Signed: _____

Date: _____

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