



TD Vancouver Chinatown Festival
August 12 & 13, 2017
BOOTH RENTAL FORM

BOOTH RENTER / BILLING INFORMATION

| | | |
|-----------------|------|-----------------------------|
| Organization: | | |
| Address: | | City/Province: Postal Code: |
| Contact Person: | | Email Address: |
| Phone (office): | Fax: | Mobile: |

REPRESENTATIVE RUNNING THE BOOTH AT THE EVENT

| | | | |
|------------|-------------|---------|--------|
| Last Name: | First Name: | Mobile: | Email: |
|------------|-------------|---------|--------|

BOOTH INFORMATION

- Event Dates: August 12 & 13, 2017, 12 – 9PM (Activities), 12-5PM (Vendors Booth Area)
 - Location: 500-block Columbia Street & Zero-block of Keefer Street, Vancouver
 - Setup Time (August 12 & 13): 10:30AM – 11:30AM
 - Strike Time (August 12 & 13): please expect our crew to remove your table and canopy at 5:00 pm
 - Each booth space is about 10 x 10 feet canopy that includes ONE 6-foot table.
 - Booth renters will be responsible for their own chairs, table skirts, and any additional tables.
 - Overnight storage space is not available.
 - Booth renters are responsible for any insurance requirements and operation permits.
 - Electricity request must be made at time of booth rental and only available on a first-come-first-serve basis.

| | | |
|---|--|--|
| <input type="checkbox"/> Regular Booth | <input type="checkbox"/> Early Bird Rate (\$200 both days) | Booth Amount: \$ _____ |
| <input type="checkbox"/> Food Booth | <input type="checkbox"/> Regular Rate (\$300 both days) | |
| <input type="checkbox"/> Non-Profit Booth | <input type="checkbox"/> Regular Rate (\$200 both days) | |
| | <input type="checkbox"/> Early Bird Rate (\$250 both days) | Electricity (Add \$80 each) + _____ |
| | <input type="checkbox"/> Regular Rate (\$350 both days) | Total: _____ |

Please provide a description of your services at your booth: _____

****An additional \$100 Refundable Safety Deposit is required with your form****

CONFIRMATION

I, _____, hereby make application for a booth at the TD Vancouver Chinatown Festival. I certify that I have read and understand the "Rules and Regulations" outlined in the Booth Rental Form. I confirm that I fully understand the contents and meaning, and I accept and agree to comply and abide with the foregoing terms and conditions of participation in the TD Vancouver Chinatown Festival. I agree that the Vancouver Chinatown BIA Society shall have the right to adopt and/or amend any new Rules & Regulations deemed necessary prior to, and during the Festival.

Signature Date

Accepted on behalf of the Vancouver Chinatown BIA Society
****FOR OFFICE USE ONLY, DO NOT FILL****

Signature Date

The application form on the reverse of this page (the "Form"), together with these rules and regulations, form a binding agreement between the Vendor set out on the Form ("Vendor") and Vancouver Chinatown BIA Society ("VCBIA") collectively, (this "Agreement") with respect to the Vendor's application for (and, if accepted by VCBIA, use of) space at the TD Vancouver Chinatown Festival (the "Festival"). By submitting the Form, the Vendor agrees with VCBIA to all of the following terms and conditions:



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| 1. EVENT AND TERM |
| <p>(a) The Festival takes place on Keefer St. and Columbia St. in downtown Vancouver, British Columbia (the "Venue") and runs on August 12, 2017 and August 13, 2017 on Saturday and Sunday between 12noon to 5:00PM ("Event Hours").</p> <p>(b) The term of this Agreement (the "Term") is for the date of the festival from August 12, 2017 and August 13, 2017.</p> <p>(c) VCBIA may terminate this Agreement immediately upon notice to Vendor, if there occurs any "Event of Default", which is the occurrence of (i) Vendor failing to make any payment when due, (ii) Vendor breaches any term or condition of this Agreement or breaches any Applicable Law (defined in Section 4(a)).</p> <p>(d) On termination of this Agreement, (i) no refunds are payable to Vendor, (ii) Vendor will have no further rights under this Agreement and VCBIA may reassign any space at the Festival in its sole discretion, and (iii) if VCBIA terminates for an Event of Default, Vendor will forfeit to VCBIA any security deposit paid or any other festival payments.</p> <p>(e) At the end of the Term or if this Agreement is earlier terminated, any damage to the Venue or other amounts due and payable to VCBIA under the terms of this Agreement will be deducted from any security deposit returned to the Vendor, without affecting any other rights or remedies of VCBIA at law or in equity.</p> |
| 2. ASSIGNED SPACES |
| <p>(a) VCBIA will make reasonable efforts to (i) take into consideration Vendor preferences for space accommodations at the Venue. However, VCBIA may, in its sole discretion, make all determinations of space actually assigned from time to time during the Festival (each a "Space") and may change, relocate, adjust or amend Space assignments at any time.</p> <p>(b) This Agreement is personal and exclusive to Vendor. Vendor may not assign or share its Space or any portion of its Space with any other person. Vendor may display marks, logos or names in a manner in connection with its business, but not in a manner permitting any other person to enjoy any benefit from the Space.</p> <p>(c) Vendor must set up its display inside the Space and must not otherwise use or occupy space at the Venue (including common areas and outside the tent area) without prior consent of VCBIA.</p> |
| 3. EXHIBITS |
| <p>(a) Vendor must set up and install its goods, services, kiosks and displays (collectively, the "Exhibit") no earlier than 10:30am and must completely remove the Exhibit no later than 5:00pm on Saturday and Sunday. VCBIA may give reasonable notice to Vendor from time to time varying the Event Hours (including the time for set-up, installation and removal of Exhibits).</p> <p>(b) Vendor must keep its Space and Exhibits to aesthetic, cleanliness and safety standards determined by VCBIA from time to time and will follow VCBIA directions about same. VCBIA may, from time to time, deliver notice (a "Standards Notice") to Vendor restricting or varying in whole or in part the Exhibit if, [acting reasonably / in its sole discretion], it determines the Exhibit (i) detracts from character or standards of the Event (ii) is offensive, excessively noisy, malodorous, (iii) disrupts or annoys other vendors or guests of the Event, (iv) poses a risk to any person or property or (v) is in breach of this Agreement.</p> <p>(c) The Exhibitors may comply with all the regulation of the Festival and all Federal, Provincial and Municipal laws and by-laws including health and fire safety.</p> <p>(d) The Exhibitors and their employees are prohibited from soliciting, selling and promoting their products/ services outside of their booths.</p> <p>(e) The Exhibitors or their staff must be personally present and the booth must be operating for the duration of the Festival. No merchandise or booth, in whole or in part, may be removed from the Festival prior to the specified closing time on each day of the open market area (Booth area) of the Festival.</p> <p>(f) The Organizers will take over the rented space should the Exhibitors vacate or arrive 30 minutes after the festival begins without notifying VCBIA during the Festival period</p> <p>(g) The Exhibitors shall not sublet any part of the rented space to a third party.</p> |
| 3. FEES AND PAYMENT |
| <p>(a) This Agreement must be fully executed by Vendor or an authorized representative of Vendor and must be accompanied by full payment (Non-refundable), but does not form an Agreement binding against VCBIA unless and until accepted by VCBIA in its sole discretion.</p> <p>(b) Failure to provide any payment, or otherwise incomplete on submitting an application, may prevent, delay or restrict any Space ultimately allocated to Vendor.</p> <p>(c) Application submitted must be accompanied by a full payment with a photocopy of picture ID. Applications received without payment will not be processed. No refund will be made once application is processed and payment has been made.</p> |
| 4. LAWS, REGULATIONS AND PUBLIC POLICY |
| <p>(a) Vendor will make itself aware of all laws, ordinances and regulations applicable to it, its Exhibit and this Agreement (collectively, "Applicable Laws") and will be fully responsible for complying with same. In no event will VCBIA or its staff, personnel, volunteers, employees or contractors ("VCBIA Personnel") be responsible for Vendor's compliance with Applicable Laws. Without restricting the generality of this Section 4(a), Vendor agrees as follows:</p> <p>(i) Vendor must obtain prior written consent of VCBIA before using live or recorded music or exhibiting motion pictures, and Vendor will obtain all applicable licenses and pay all fees and costs associated with its Exhibit, including a valid business permit from the City of Vancouver for two days festival.</p> <p>(ii) Sale or possession of illegal or infringing merchandise at the Festival is strictly prohibited. If the VCBIA reasonably believes that the Vendor has infringed this section or any law enforcement agency or government authority (each an "Authority") informs VCBIA of evidence connecting the Exhibit to illegal or infringing merchandise (including counterfeit products and unlicensed merchandise), VCBIA may consider same an Event of Default, whether or not such Authority ultimately takes action with respect to such evidence. Notwithstanding 1(c) VCBIA may terminate this Agreement immediately and without notice for breach of this section and without refund to the Vendor.</p> <p>(iii) Vendor will comply with all applicable safety standards, and will ensure that all electrical appliances used, displayed, or sold are CSA approved.</p> <p>(iv) Vendor will not use, store or consume combustible materials (e.g., propane tanks, fuels) unless authorized by the applicable Authorities in writing.</p> <p>(v) If a power outage occurred as a result of the overload of the Exhibitors' equipment, the Exhibitors would be responsible for all related losses, damages and the expense of resuming the power supply.</p> <p>(vi) Exhibitors who prepare food sampling for promotional purpose must confirm to the rules and regulations of the Health Department for having local jurisdiction. The Organizers reserve the right to prohibit or to restrict cooking in certain booth areas.</p> |
| 5. LIABILITY AND INSURANCE |
| <p>(a) Vendor will obtain, and provide to VCBIA a true and correct copy of, a policy of general liability insurance covering not less than two million dollars (\$2,000,000.00) per occurrence, and will (i) maintain it throughout the Term and (ii) notify VCBIA of any restrictions, cancellations or amendments thereof.</p> <p>(b) Neither VCBIA nor any VCBIA Personnel will be liable to Vendor or any other person for the safety, theft, damage, protection or security of Vendor's Exhibit or property and Vendor acknowledges and agrees the risk of loss of same lies solely with Vendor.</p> <p>(c) IN NO EVENT WILL VCBIA'S LIABILITY EXCEED THE FEES PAID BY VENDOR TO VCBIA ON THE FRONT OF THIS FORM. IN NO EVENT WILL VCBIA OR ANY VCBIA PERSONNEL BE LIABLE TO VENDOR OR ANY PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER AND HOWSOEVER ARISING.</p> <p>(d) Vendor will defend, indemnify and hold VCBIA and the VCBIA Personnel harmless from any and all claims, demands, liabilities, judgments, awards, fines, liens, losses, damages, expenses (including reasonable legal expenses), charges and costs of any kind or character incurred by VCBIA or the VCBIA Personnel directly or indirectly from Vendor's use of the Space, the Exhibit and Vendor's participation at the Event, including (i) for any trademark, copyright, patent or other intellectual property right infringement, (ii) damage or defacement of any property belonging to any person, including the Venue and buildings, kiosks, equipment or inventory therein, or (iii) injury or death to any person arising from Vendor's use of the Space, the Exhibit or Vendor's participation at the Event.</p> |
| 6. GENERAL PROVISIONS |
| <p>(a) This Agreement permits Vendor to occupy Space at the Event on the terms set out herein, but in no event will it be construed as a lease or tenancy agreement.</p> <p>(b) Any notice, consent, approval (each a "notice") required or permitted to be delivered under this Agreement (including a Standards Notice and a notice of an Event of Default) will be delivered in writing delivered to its address set out on the Form, but if such notice is to Vendor and arises at the festival, VCBIA may deliver it verbally to Vendor or any representative of Vendor of which VCBIA is aware with immediate effect.</p> <p>(c) Any matters not specifically covered by this Agreement shall be subject to the sole discretion of VCBIA. Festival management reserves the right to augment, interpret, amend and enforce this Agreement and to make any additional changes it deems necessary.</p> <p>(d) This Agreement and all disputes hereunder will be interpreted under the laws of British Columbia. If any provision of this agreement is held by any court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect. The word "including" as used herein is not limiting and the word "or" is not restrictive. The parties have agreed that this Agreement be drawn in the English language.</p> |
| 7. PAYMENT |
| <p>Please make cheque payable to the "Vancouver Chinatown BIA Society". Completed application form and payment should be mailed to:</p> <p>The Vancouver Chinatown BIA Society 106 Keefer Street, Vancouver, BC, V6A 1X4 TEL: 604- 632- 3808/ FAX: 604- 632- 3809 E-mail: events@vancouver-chinatown.com</p> |