



35th ANNUAL FESTIVAL OF LIGHTS

NON-PROFIT ORGANIZATION VENDOR APPLICATION

Friday, November 24, 2023

NOTE: Due to Space Constraints This Event is Limited to 15 Non-Profit Organizations Applications Processed on a First Submitted First Allocated Method

Organization:

Contact Name:

Mobile Phone:

Mailing Address:

City:

Postal Code:

Email:

Size of Space Required (length and width) Description of Purpose, Offerings, Information etc.

NOT FOR PROFIT INFORMATION

PRICING

Early Bird (Until September 15, 2023) \$50.00 (gst \$2.50 = **\$52.50**)

Regular Price (September 16 – October 15, 2023) \$75.00 (gst \$3.75 = **\$78.75**)

Your application is not complete, or accepted, until all fees are paid and requisite documents (Insurance - see Insurance & Liability #3) provided to Event Management (EM)

DETAILS

- Maximum of one space per vendor
- Maximum of one vendor per space
- Vendor offerings subject to Event Management (EM) approval
- Height restriction is 5 meters unless authorized
- All Vendor configurations are to be approved by EM after set-up
- A Vendor Manual will be provided
- Every effort will be made to maintain the layout indicated
- The layout is subject to change
- EM reserves the right to reject or restrict any vendor or organization

NOTE: Electrical, Internet, and other options or provisions are NOT provided, nor available from Event Management

PAYMENT

Electronic or Credit Card Payment Preferred

Make cheques payable to: Summerland Chamber of Commerce

A fee of \$50.000 will apply to all NSF cheques.

Please submit payments to:

Summerland Chamber of Commerce
PO Box 130, Summerland, BC, V0H 1Z0
accounting@summerlandchamber.com

Registration is NOT complete until payment and requisite documents are provided to EM

For more information, please call or email:
Lisa Sanders, Events Coordinator
events@summerlandchamber.com
250.494.2686

TERMS & CONDITIONS

The Summerland Chamber of Commerce providing Event Management (hereinafter referred to as, "EM") and the Non-Profit Organization (hereinafter referred to as "Vendor") agree to the following terms and conditions for the 2023 Summerland Festival of Lights hereinafter referred to as, "Event") to be held in and around the downtown area of Summerland, Friday, November 24, 2023.

1. The Vendor agrees that the violation of any terms and conditions of this Agreement may result in forfeiture of the rental space.
2. Fees paid by the Vendor will be retained by EM as liquidated damages for breach of this Agreement.
3. Vendor will conform to all directives from Event Management.
4. Event Management has the unalienable right to reject or restrict any vendor.
5. The Vendor CANNOT sublet space or sell any items other than that indicated in their application and approved by EM.
6. In the event any circumstances whatsoever should occur which might make it impossible or impractical for the Event to permit the Vendor to occupy the assigned space, or if the Event is canceled, the Vendor shall pay for space only for the period the space was, or could have been, occupied by such Vendor, and EM will be in no way responsible for any claims or damage, which might arise in consequence thereto.
7. A refund of all monies received from the Vendor will be made by EM in the occurrence that the Event is not being held as proposed, and EM shall be released from any and all claims for damage and otherwise.
8. There are **NO REFUNDS** for any reason on any payments made to EM if the Vendor desires to cancel their participation in the Event.
9. The Vendor agrees to abide by any and all conditions contained in this document and those imposed by EM, and as detailed in the Vendor Manual.

SCHEDULE - The Event will take place regardless of weather. All Vendors agree, and will comply with the following schedule

| | |
|---|---------|
| Street Closing Begins Vendor | 9 AM |
| Set Up Begins | 11 AM |
| Vendor COMPLETELY SET UP | 3 PM |
| Festival Opens | 5 PM |
| Light Up | 7 PM |
| Fireworks | 8:30 PM |
| Festival Closing | 9 PM |
| Vendor Tear Down NO EARLIER than | 9 PM |

Should you require additional move-in time, please contact Event Management

INSURANCE AND LIABILITY

1. Event Management is not responsible for any loss or damage to Vendor property.
2. All Vendors are responsible for their merchandise and possessions

3. All Vendors must provide copies of liability insurance indemnifying, and saving harmless, the Summerland Chamber of Commerce, The Corporation of the District of Summerland, and all employees and volunteers under the direction of Event Management. **The LIMIT of Liability shall be no less than \$2,000,000.**
4. The Vendor understands that neither EM, the District of Summerland or another associated parties maintain insurance covering the Vendor's property or lost revenue, and it is the sole responsibility of the Vendor to obtain insurance for this risk.
5. The Vendor agrees not to cause damage to the site, or the property and equipment owned by others, or act in any manner deemed inappropriate by EM.
6. The Vendor agrees they are liable for all damages which they may cause to the site in connection with their occupation.
7. Vendors may not apply paint, lacquer, adhesive or other coatings to streets, sidewalks, pathways, or grass areas without written permission of EM.
8. The Vendor assumes entire responsibility and liability for losses. The Vendor's property is placed at the Event at their own risk, and EM assumes no responsibility for loss or damage thereto.
9. The Vendor shall also assume all responsibility for loss or damage to their property due to fire, theft, lightning, earthquake, explosion, or any cause beyond the control of EM.
10. Any liability of Event Management, The Summerland Chamber of Commerce, The Corporation of the District of Summerland, their contractors, employees, volunteers, and assigns shall not, in any event, exceed the amount paid by the Vendor.

REFUSE, CLEAN UP, AND DAMAGE

1. All Vendor shall be responsible for clean-up in and around the area where they have operated. All garbage must be sealed in bags and placed in, or next to, the large receptacles, indicated in Vendor's Manual, for pick-up.
2. Vendor shall be responsible for any damage to property assessed by EM.
3. Vendor must take measures to ensure they will not discharge any grey water, grease, debris, or garbage. Failure to comply to this clause will likely result in exclusion from future Summerland Events.
4. Vendor will be charged a minimum of \$100 for any clean up or damage caused.

ELECTRICITY

1. EM will **NOT** provide access to electricity. Vendor **MUST** be electrically self contained.
2. Bridge Matting **MUST** be used to cover electrical cords/plugs.
3. Absolutely **NO** power is to be drawn from local businesses or municipal receptacles.
4. As per provincial regulation, all extension cords must be connected to a GFCI outlet.
5. If you are utilizing a generator the unit must be a four stroke, low noise, device.
6. If you require the on-site electrician to ground your generator you **MUST** inform Event Management **NO later than 4pm Friday, November 3 2022.**
7. All on-site electrical devices will be inspected for safety and compliance by the on-site electrician.

TENTING

If tenting is being used it is **MANDATORY** that the tent is sufficiently weighted. The vendor must provide the weighting. Examples include, but are not limited to: Sandbags, Water/Sand Filled Containers, Concrete Shapes.

SAFETY

1. The Vendor agrees that displays, equipment, and ancillary objects will not visually or physically disturb adjacent Vendors, aisles, walkways, or other designated corridors.
2. The speed limit in the festival area during set-up and tear-down is 15km/hr and will be vigorously enforced by the RCMP.

LOCATION AND PARKING

1. Event Management will provide the Vendor with their allotted location within the event. Vendor location is at the sole discretion of Event Management and subject to change.
2. Vendors will receive a map, parking information, and further instructions approximately two weeks prior to event.
3. All vehicles, with the exception of food service vehicles, **MUST** be removed from festival area and parked in assigned Vendor Parking Areas no later than 3pm.
4. The Vendor will be informed prior to the event of the space assigned to them; however, the Vendor acknowledges and agrees that space assignments may be changed by EM. Every effort will be made by EM not to change booth assignments.

Understanding

The Vendor agrees to conform to all rules and regulations presented by EV in the best interest of the Festival and all concerned, and agree that EM shall have final decision in adopting, interpreting, regulating any rule or regulation deemed necessary prior to, during and after the Event.

I HAVE READ, UNDERSTAND AND AGREE TO all the terms and conditions of the Vendor Agreement for the 2019 Summerland Festival of Lights as explained in this agreement.

Authorized Signature

Printed Name of Authorized Person

Date:

Included:

Payment to Summerland Chamber of Commerce

Proof of Liability Insurance (Visit your local insurance provider for details)