

## **CONCESSIONAIRE AGREEMENT**

Company:		Contact:	
Address:			
Telephone:	Fax:	Email:	

By signing this Contract, you agree to be bound by and follow all guidelines, rules, requirements, conditions and restrictions outlined by the Langley Canada Day Celebrations Society (LCDCS). The LCDCS shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the event.

## LCDCS will:

- provide space for the Concessionaire at the Langley Canada Day Celebrations (McLeod Athletic Park) on Thursday June 30<sup>th</sup> 2011 from 3:00 pm to 11:00 pm and on Friday, July 1, 2011 from 11:00 am to 11:00 pm.
- Provide access to the event site for set up (from June 29, 2011) and set down (July 2, 2011).
- provide electricity (110 Volts and up to 30 amp). Additional power is available at an extra cost (see application form)
- provide an area for garbage collection.
- provide access to water.
- provide overnight security from midnight June 29, 2011 to 9:00 am Friday, July 2, 2011.
- reserve the right to ask the Concessionaire for improvements in the decoration or cleanliness of their booth.

**Payment:** 50% of the Concessionaire fee must accompany your application in order to process your application. The remaining 50% must be submitted by May 30, 2011 (cheque post dated for July 2, 2011 will be accepted).

**NSF Cheques:** In the event that the Concessionaire's cheque is returned by a bank due to insufficient funds, a \$35.00 administration fee will be charged to the Concessionaire.

**Cancellation Policy:** A cancellation fee of \$100 will be charged for cancellations received before May 30, 2011. No refunds will be provided for cancellations after May 30, 2011.

**Booth Assignment:** Booth location will be issued by LCDCS at the time of event. LCDCS reserves the right to relocate space of Concessionaires that may be affected by a change in layout. LCDCS will not be liable if competitive Concessionaires are adjacent, however, where possible Concessionaires will be allocated appropriately.

Langley Canada Day Celebrations Society www.langleycanadaday.ca

Call: 604-522-6232

Fax: 604-648-9976

info@LangleyCanadaDay.ca

P.O. Box #7 - 20378 Fraser Highway, Langley, BC V3A 4G1



## Responsibilities:

Concessionaires must -

- meet and adhere to all requirements of the Health Department and Fire Code regulations and shall be in possession of ALL necessary permits.
- provide a clean and sanitary place of business
- provide own booth (tent, covering, trailer, etc) within guidelines specified by the Health Board
- stay within the booth dimensions or agreed upon space
- participate and be at the event for the duration of the event and provide qualified staff to represent their booth for the duration of the event
- bring own extension cords when power is required and requested by a Concessionaire
- be responsible for bringing dollies and/or moving material to aid in transporting items to their space
- not sell any items outside of their booth space without pre-approved roaming privileges (additional fee)
- not use stakes longer than 12 inches to secure their tents (due to underground irrigation system)
- Do not dump any liquids (oil, grease, water) on the site must be removed or disposed of in proper receptacle
- No vehicles will be allowed on/off the field during event times. Should you require additional supplies to your site you will have to use a dolly or other means. LCDCS cannot make their volunteers available for any transferring of goods.

**Set up and Take Down:** For safety reasons all booths must be set up within the specified time and no major alterations or dismantling may be made during event time. Concessionaires are encouraged to set up their booths on **Wednesday, June 29, 2011** (event site will be open from 9:00 am to dusk). **Vehicles must be off of the field and setup of the booths must be complete by 11:00 am on Thursday, June 30, 2011, for final inspection**. Concessionaires can begin dismantling their booths after the event ends on Friday, July 1, 2011 **but vehicles will not be allowed on the field for loading or unloading during the event times, until crowds have dispersed and until Langley Canada Day officials have deemed it safe. It is strongly encouraged for Concessionaires to complete take down of their booth on <b>Saturday, July 2, 2011** (event site will be open from 7:00 am – noon). There will be overnight security on event site from Wednesday, June 29 2011 to Saturday July 2, 2011 at 9:00 am.

**Insurance**: LCDCS shall not under any circumstances whatsoever be liable or responsible for (1) any loss, damage, theft or destruction caused to any goods, equipment or any other property belonging to the Concessionaire or for which the Concessionaire is responsible (2) any damage or injury suffered by the Concessionaire, Concessionaire's employees, agents, contractors or by any other person (3) any loss, damage, injury or cost whatsoever suffered by the Concessionaire by reason of any change in the date, time or place of the LCDCS or the abandonment thereof.

**Indemnity**: The Concessionaire accepts all risks associated with the use of the exhibit space and environment. The Concessionaire shall not make any claim, demand or take any legal action against the LCDCS or the site at which the event is held, for loss, damage or injury caused to the Concessionaire, employees/volunteers or their property. Also, the Concessionaire agrees to indemnify and hold harmless the LCDCS, the site, or employees/volunteers against all claims, costs and charges of every kind resulting from the occupancy of the exhibit space or its environment, for personal injuries, death, property damages or any other damage sustained by the Concessionaire or its employees/volunteers or a visitor attending the Concessionaire's booth at the event.

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**Conduct**: LCDCS reserves the right of approval for all displays and promotional literature. Alcohol will not be allowed at the event, except in the designated Sponsor Chalet area during the posted times. No hazardous items are permitted at the event. Not adhering to any of the conditions outlined in this agreement can result in the loss of right to participate in this or next year's event.

**Liability and Cancellation or Curtailment of Event:** If the site at which the event is held becomes unavailable, for reasons beyond the control of LCDCS, or for any reason LCDCS is unable to permit the Concessionaire to occupy the space, or if the event is cancelled or curtailed, LCDCS will not be responsible for any loss of business, loss of profits, damage or expense of whatever nature that the Concessionaire may suffer. The reasons listed include, but are not limited to, such reasons as: casualty, explosion, fire, weather, lightning, earthquake or other acts of God, acts of public enemies, strike, lockout or boycott.

I acknowledge that I	have read the	Concessionaire	Agreement and	l agree to be	bound by the same.

Concessionaire Signature:	X
Concessionaire Name: (please print)	
Date:	

Please submit menu and pricing with signed contract.

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