



## 2024 Commercial Vendor Agreement

Dresden Fair – July 26<sup>th</sup> & 27<sup>th</sup> at the Dresden Fairgrounds  
PO Box 790, 255 Park St. Dresden, ON N0P 1M0

Business/Organization: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

### TYPE OF OPERATION

*(outline the products or services you wish to sell or promote)*

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### SPECIAL REQUESTS

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*All requests will be reviewed and considered by DAS management but are not guaranteed. The Society reserves the right to re-locate or alter the vendor space assigned. No vendor has the automatic right to occupy the same space in subsequent years.*

Booth space is measured in linear space and not depth.  
 Indoor concessions must be a minimum of 10 feet and expanded in increments of 5 feet.

Food Concession		\$
Non-Profit (local churches/lodges)	Flat Rate \$25.00	\$
Outside footage if paid prior to July 15, 2024	_____ x \$10.00/ft (MINIMUM 10 FEET)	\$
Outside footage if paid in full after July 15, 2024	_____ x \$12.00/ft (MINIMUM 10 FEET)	\$
Inside footage if paid in full prior to July 15, 2024 (9ft depth)	_____ x \$23.00/ft (MINIMUM 10 FEET)	\$
Inside footage if paid after July 15, 2024 (9ft depth)	_____ x \$30/ft (MINIMUM 10 FEET)	\$
Hydro (500 watts)	\$70.00    YES    NO	\$
	Subtotal if paid prior to July 15, 2024:	\$
	Subtotal if paid after July 15, 2024:	\$
	HST (13%)	\$
	Subtotal:	\$
	<b>Total:</b>	<b>\$</b>



## 2024 Commercial Vendor Rule & Regulations

**1. Type of Operation:** Vendor may not operate any other business or sale of goods other than that stated on the contract. The Society reserves the right to demand the removal of any item(s) offered for sale or any operation that was not clearly approved or understood under "Type of Operation" on the contract. The sale of any illegal items/substances is strictly prohibited or items/substances that are illegal to sell. Any vendor found to have any such items in their space will be removed with no refund for their costs. **Vendors are not permitted to sell candy apples, candy floss, popcorn, caramel corn, sno-cones, or inflatable devices.**

**2. Liability:** While all precautions will be to guard against the loss of equipment or display material, the Society will not assume any responsibility for losses which might be incurred from theft, water damage, fire, accident, or any other cause. Vendor will be liable for, and will indemnify and hold harmless the Dresden Agricultural Society from any loss or damage whatsoever suffered by the DAS as a result of any loss or damage whatsoever occurring to or suffered by, any person or company, including without limiting the generality of the foregoing, Vendor, other Vendors, the DAS, the owner of the building and their respective agents, servants, employees and members of the public for loss or damage arising out of, or in any way connected with, the Vendors use and occupancy of space.

**3. Insurance:** All vendors must insure their goods and/or equipment against any such loss. Vendors must carry \$2,000,000 Public Liability Insurance, and Food Vendors must carry \$5,000,000. Insurance can be obtained at reasonable rates through Duuo Canada ([www.duuo.ca/vendor-insurance](http://www.duuo.ca/vendor-insurance)). **Applications will not be accepted without a copy of a valid insurance certificate.**

**All merchandise MUST be removed from DAS property by 12:00pm on Sunday.**

**4. Set Up/Tear Down:** All booths must be ready for the public by 4:00pm on Friday, July 26<sup>th</sup>. No unauthorized vehicular traffic shall be permitted in designated vendor areas after this time. If vendor space is not occupied by that time, it will be re-rented without refund. All inside/outside vendors must operate and staff their booth during all hours the arena is open. Vendors shall not be sublet in part or whole and vendor operation and materials must be limited to the space rented. No booth shall be removed from the fairgrounds prior to the closing of the Dresden Fair. No unauthorized vehicular traffic in and around vendor area permitted prior to closing.

**5. Tents/Temporary Structures:** No tents or other structures higher than 8 feet may be erected inside the arena. Tents/structures must fit within the designated booth area (note that indoor booth space has a 9ft depth maximum). When renting outdoor vendor space and using a tent, it is necessary to take into consideration the anchoring and framing part of the structure. The necessary permits must accompany any tent exceeding 645 sq. ft.

**6. Safety and Selling of Hazardous Materials:** The sale or gifting of knives, laser-guns, firecrackers, or any item that can be used as a weapon, and the burning of any type of fuel inside buildings is strictly prohibited. No selling of t-shirts with any type of profanity can be displayed. No sale of cannabis or cannabis related items. The DAS reserves the right to refuse entry of all vendors who do not comply and reserves the right to remove vendors who are in contravention of this rule. Please respect other vendors and patrons and limit the use of scented products. No open flames are permitted on DAS property.

**7. Fire Regulations:** The vendor agrees to observe all Fire Regulations and maintain acceptable Fire Prevention practices as required by the Municipality of Chatham -Kent Fire Department. Said regulations shall be made available to all vendors upon request by the vendor.

**8. Refuse:** All refuse/recyclable materials must be placed in appropriate bins as directed by the DAS staff.

**9. Electricity:** Hydro can be made available on a first come/first served basis, as indicated in the vendor contract. The vendor is responsible for using power bars with a GFI and all cords required, so not to overload the breakers. (B) In case of concern regarding the safety or hookup of any equipment, the decision of the Society's Electrical Contractor will be final. All equipment shall be CSA certified.

**10. Sound and Video Equipment:** Undue noise or unseemly methods of demonstration employed while operating concessions or exhibits will not be tolerated. Sound levels of radios, P.A. systems, and all other sound amplification equipment must not interfere with other vendors or event patrons. The decision of what constitutes undue noise or unseemly methods shall rest with the Dresden Agricultural Society Management team, whose decision shall be final.

**11. Draws and Lotteries:** There will not be any unauthorized draws or lotteries allowed on the Fairgrounds.

**12. Deliveries:** All deliveries of supplies to vendor concessions made during fair time must be completed prior to 9:00am each day.

**13. Non-Profit Organizations:** Local churches and lodges will only be considered "Non-Profit" and therefore eligible to rent space for the flat rate of \$25.00 (10ft space). They must provide their Non-Profit Registration Number on the front of the Vendor Contract beside the name of their organization. All other organizations must rent space by linear foot. The DAS reserves the right to negotiate with groups who feel they fall into this rule but cannot produce a Non-Profit Registration Number; contact the DAS in advance to discuss.

**14. Payment:** Payment of required fees to be completed in full prior to July 15<sup>th</sup> to the Dresden Agricultural Society unless otherwise agreed upon. Failure to provide payment may result in the application being denied. Acceptable methods of payment are cheque made payable to "Dresden Agricultural Society", money order or certified cheque.

**15. Cancellations and Refunds:** DAS Management reserves the right to cancel this agreement at any time if in their opinion the terms/conditions of this contract are not being met. No refund will be given. If any vendor chooses to leave after setting up; refund will be only at management's approval.

**16. Approval of a Vendor Application is indicated by one of the following:**

a.) receipt of confirmation letter or email to the vendor from an authorized representative of the Dresden Agricultural Society.

b.) signature on the vendor application (*page 6*) by an authorized representative of the Dresden Agricultural Society.

**17. As confirmation, please sign and return copy of application. Applications will not be accepted without a valid copy of insurance certificate.** An email will be sent by an DAS representative to confirm receipt of all required documents. Missing items will result in the application being deemed incomplete and not accepted until all missing items are received.

**Cheques are to be made out to “Dresden Agricultural Society.”**

Certified cheque or money order only after July 15, 2024.

All vendors are to abide by the contract and accompanying rules and regulations. Should any question arise, the decision of the Dresden Agricultural Society’s President, or their appointee, shall be final in all cases.

**I have read, understood, and agree to the rules & regulations as outlined in this contract:**

\_\_\_\_\_  
*Vendor Signature*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*DAS Representative Signature*

\_\_\_\_\_  
*Date*



## VENDOR INDEMNIFICATION OF DRESDEN AGRICULTURAL SOCIETY

The Vendor agrees to hold harmless Dresden Agricultural Society, its Officers, Directors, Members, Employees and Volunteers from any claims made against them relating to any virus, bacteria, disease, and contagion, without limiting the generality of the foregoing. This includes but is not limited to providing defenses to any claims made against them and paying and covering any damages which might be awarded against them in any such claim. You recognize that DAS has taken a number of reasonable steps and precautions to not allow the spread of any such disease as outlined below. This indemnification covers any claim in any way caused by, arising out of or resulting from any virus, bacteria, disease or contagion, including those designated as such by any of the following:

- A) A Federal, Provincial, Territorial, Regional, Municipal or District authority or agency;
- B) A Minister of the Federal, Provincial or Territorial Crown;
- C) A person occupying the position of Chief Medical Officer of Health (or similar position) of a Province, Territory, Region, Municipality or District;
- D) The World Health Organization;
- E) The Center for Disease Control/Center for Disease Control of Canada or any Canadian Province or Territory; The United Kingdom of Great Britain and Northern Ireland; or of the United States of America and any American State or Territory.

In the event either party is unable to fulfill their obligation under this contract due to Federal, Provincial, Territorial, Regional, Municipal or District mandates, the Re-Opening of Ontario Act, or unable to provide a safe and healthy environment for staff, volunteers, vendors, participants and the general public, this agreement will become null and void. There will be no financial compensation to either party should the event need to be cancelled due to virus, bacteria, disease or contagion.

For purposes of this Indemnification, virus, bacteria, disease or contagion so designated shall include:

Any derivative, mutation or variation of the virus, bacteria, disease or contagion;

Any fear or threat of the spread of the virus, bacteria, disease or contagion;

Any failure to prevent, contain or eradicate the virus, bacteria, disease or contagion;

For purposes of greater clarity the following are examples of virus, bacteria, disease or contagion that are covered by this indemnification:

Coronavirus Disease (Covid 19);

Severe Acute Respiratory Syndrome Coronavirus (SARS-cov-2);

Avian Influenza (Avian Bird Flu); and

Legionella (Legionnaire's Disease).

\_\_\_\_\_  
*Vendor Signature*

\_\_\_\_\_  
*Date*