



General Rules & Regulations- Food Concessions and Vendors

In consideration of being granted a license agreement to use specified facilities or space of the Salmon Arm & Shuswap Lake Agricultural Association (the Fair), the licensee agrees to all the terms, conditions and covenants herein contained.

Definitions:

- i. "License" means the license granted under applicable rules & regulations.
- ii. "Premise" means all, or that portion of the buildings, facilities and improvements located within the Fairgrounds that have been licensed to the licensee.
- iii. "Term" means the total period of time from 8:00AM on the 22nd day of August to 1:00PM on the 26th day of August 2024.
- iv. "Event" means the purpose for which the above Premises are to be used, and no other, namely Salmon Arm Fair.
- v. "License Fee" means the total sums payable by the Licensee to the Licensor for the use of the above premises during the term as follows:
- vi. "Products" means the items to be sold, offered, or displayed as specified in the license agreement.

Terms & Conditions:

1. All licensee's, their agents, employees, affiliates, invitee's, contractors, subcontractors, or workers are subject to the General Rules and Regulations of the Salmon Arm & Shuswap Lake Agricultural Association (The Fair).
2. SHOW HOURS: Friday August 23rd 9 a.m. - 8 p.m. Saturday, August 24th 9 a.m. - 8 p.m. . Sunday, August 25th 9 a.m. - 5 p.m. . All booths must be staffed 30 minutes prior to opening. VENDORS MUST BE OUT OF ARENA BY 8:30 P.M. EACH NIGHT. OUTSIDE BOOTHS USE YOUR OWN DISCRETION AFTER 8:00 P.M.
3. CONTRACT FOR SPACE RENTAL: This request for space, the notice of acceptance and space assignment by the Fair shall form a valid contract when duly authorized agents of both the exhibiting firm and the Fair have affixed their signatures. If payment is not received within the prescribed time limit, the contract is considered void, and the space will be reassigned to another applicant. NO REFUND will be made for space that is not used or for space that is unused during any portion of the show. Show hours are 9:00 a.m. to 8:00 p.m. on Friday & Saturday; 9:00 a.m. to 5:00 p.m. on Sunday. Grounds will open to the public at 9:00 a.m. daily. Should space remain unoccupied before the opening of the Fair, Show Management may rent or use it for other purposes without the obligation of refund.
4. PAYMENT: The total exhibit rental fee will be due and payable as per the date shown on the invoice confirming acceptance of the application. A Performance Bond of \$100.00 PER BOOTH is due with the application. Failure to comply with the due date may result in the loss of space reserved. ** NOTE **- As a result of increasing fees at our landfill, we are implementing a non-refundable \$25.00 recycling/environmental fee for all food concessions and large commercial vendors.
5. MOVE IN: All Inside Booths: Wednesday, August 21st from 4:00pm to 9:00pm and Thursday, August 22nd from 8:00am to 9:00pm. Outside Commercial Booths and food concessions: Wednesday, August 21st from 4:00pm to 9:00pm and Thursday, August 22nd from 8:00am to 9:00pm Exceptions Will be limited to food concessions and vendors with difficult set-up or location that have been granted permission by management ONLY. ALL BOOTHS MUST BE FULLY SET UP BY 9:00am. FRIDAY, August 23rd, 2024. NO EXCEPTIONS TO THIS RULE. REMOVAL OF BOOTHS The vendor agrees that no booth or exhibits shall be dismantled during the operation of the fair and that the display will remain intact until fair closing MOVE OUT shall not begin before 5:30pm. Sunday, August

25th, 2024 NO MOTORIZED VEHICLES will be allowed on the grounds BEFORE 5:00pm to allow the crowds to disperse.

6. SPACE CANCELLATION: Upon acceptance of this application by the Fair, the application shall be a legally binding contract between the Exhibitor and the Salmon Arm Fair, providing that either party may cancel this contract on condition that WRITTEN NOTICE of such cancellation is received by the remaining party on or before the schedule herein outlined. • Cancelled June 15th or prior - FULL Refund • Cancelled June 16th to July 30th - 50% of fee refunded. • Cancelled after July 30th, 2024- NO REFUND. • Opening date of show is Friday, August 23rd, 2024. Charges will apply uniformly and will apply whether or not the space is resold.
7. The Salmon Arm & Shuswap Lake Agricultural Association, its Directors, Committee Members, Management, Contractors, or Employees shall not be responsible in any way for any injury to any person or for any loss of or damage to any property belonging to the licensee, or such other person contracting herein for the use of property or premises of the Salmon Arm & Shuswap Lake Agricultural Association. Their invitee's, licensees, agents, contractors, subcontractors, affiliates, employees or workers while such person in or about the premises, or any truck ways, platforms or corridors in connection therewith, including (without limiting the foregoing) any loss or damage to any property caused by theft or breakage, or by steam, water, rain or snow which may leak into, issue or flow from any part of the premises, or any adjacent or neighboring land or from water, steam or drainage pipes or plumbing works thereof or from any other place or corridor or for any loss or damage caused by or attributable to the conditions or arrangement of any electric or other wiring or for any other loss whatsoever arising out of the occupancy of the premises or any operations or activities conducted therein by such persons as aforesaid and the licensee and such other persons contracting herein for the use of the property or premises of the Salmon Arm & Shuswap Lake Agricultural Association covenants to indemnify the Salmon Arm & Shuswap Lake Agricultural Association, its Directors, Committee Members, Management, or Employees against all loss, cost, claims or demands in respect of any injuries, loss or damage referred to in this paragraph.
8. The licensee expressly covenants and agrees to obey all Municipal, Provincial and Federal statutes, Bylaws and Regulations and to obtain such necessary permits, licenses or other authorization as may be required by Federal, Provincial and Municipal regulations.
9. No portion of the property or premises covered by the license agreement may be sublet or assigned by the licensee unless specifically agreed to, in writing by the Salmon Arm Fair, prior to the event.
10. The licensee agrees to observe driving on the Fairgrounds, parking regulations, admission fees and pass policies which may be in effect, the direction of parking attendants and security personnel and such other regulations as are established by the Salmon Arm Fair.
11. The licensee shall be responsible for all damages to or loss of Salmon Arm & Shuswap Lake Agricultural Association property (normal wear and tear expected) which will result from the granting of this license.
12. The Salmon Arm Fair reserves the right to inspect the licensed space at any time.
13. The Salmon Arm Fair reserves the right to cancel this license at any time if, in its opinion, the terms and conditions of this license are not being observed.
14. The licensee covenants and agrees to pay such fees and charges as are contained in this license.
15. Environmental Concerns - Please make prior arrangements to not have your stock left in cardboard and the cardboard left for the Fair to dispose of. The Fair will not tolerate cardboard disposed in or around garbage bins. Cardboard can only be taken to a designated cardboard bin area located in pre-determined location. No exceptions and this will be strictly enforced.
16. The Salmon Arm Fair shall not be liable for any damages resulting from the Salmon Arm & Shuswap Lake Agricultural Association grounds being closed.

17. The Salmon Arm Fair reserves the right to relocate or alter the space assigned to the licensee.
18. **No pets permitted.**
19. **Insurance Requirement – Important**

The licensee is responsible for the placement and all insurance related to participation in the event. The Licensee will provide to the Salmon Arm Fair, a Certificate of Insurance naming Salmon Arm & Shuswap Lake Agricultural Association and the City of Salmon Arm as additionally insured.

 - i. Non-food exhibitors – minimum \$2,000,000.00 public liability insurance.
 - ii. Food & beverage concessionaires – minimum \$5,000,000.00 public liability insurance.

NOTE: Consult your insurance agent, if you have public liability insurance, it may cover your licensed space.
20. The licensee is permitted to exhibit or sell only those products and services approved by the selection committee as listed on the license agreement. Subletting of space by the licensee is not permitted.
21. The licensee agrees to staff the licensed space at all times during the stated event hours. The licensee shall not employ a child under the age of 14 years.
22. The licensee is prohibited from conducting a lottery or selling lottery and/or break open tickets.
23. No soliciting for any purpose will be permitted except from within the space licensed for that purpose.
24. **Sampling:** The licensee is not permitted to give away whole samples of any product. Small samples for tasting purposes are permitted, as approved by the Salmon Arm Fair.
25. No licensee is to mark or in any way deface the premises in particular no nails, hooks, tack, screws, gummed or adhesive stickers or balloons are to be utilized on/in any part of the premises. Use of said materials will be subject to reasonable removal/repair charges by management.
26. **Fire Prevention and Control:** The licensee agrees to observe all fire regulations and maintain acceptable fire prevention practices as required by the Provincial and Civic authority having jurisdiction over these matters. Food Concessionaires are required to provide and place appropriate fire extinguishers. For information contact the **City of Salmon Arm Fire Department: 250 803-4060**
Interior Health: 250 833-4154
27. Licensees planning to operate free draws or distribute any advertising material must provide complete details to the Salmon Arm Fair in writing at least two (2) weeks prior to the event. All awards must be drawn for prior to the closing of the event and names of winners along with addresses and telephone numbers must be submitted to the Salmon Arm Fair following the draw within seven (7) days.
28. Prominently located booth number and price signs are to be posted in each concession or exhibit. Price signs must clearly state the prices of all products.
29. The licensee agrees to maintain clean premises and observe sanitary food handling practices. All food concessions are subject to inspection by the Community Health Unit.
30. **Refuse/Waste:** Refuse containers for use inside the concession are the responsibility of the licensee. All refuse must be placed in the designated refuse bins in that area.
31. Waste water must be held in reservoirs or drained directly into the sewer. Cooking oil must be removed from the site.
32. Late arrivals may find their space occupied by a stand-by licensee. No refunds will be paid in this instance.

33. Cancellation of license agreement by licensee or failure to appear on the event dates shall result in the forfeiture of deposit of license payments.
34. The licensee shall be charged for electrical services to connect to power sources and electrical inspection fees.
35. No pegs may be driven into any paved area without permission of management.
36. The licensee agrees that no display material may be dismantled or removed during the entire term of the license.
37. The licensee agrees to remove all materials, supplies, and equipment by the indicated move-out time and date. Failure to comply will result in the Salmon Arm Fair removing and disposing of any items at the expense of the licensee.
38. The licensee is subject to an additional charge equivalent to 25% of the total of this license for each day the licensee's items occupy the space past the dates stated in the license agreement.
39. Undue noise or unseemly methods of demonstrations employed while operating concessions or exhibits will not be tolerated. Sound levels of radios, public address systems and all other sound amplification equipment must not interfere with other licensee's or event patrons.
40. The decision of what constitutes undue noise or unseemly methods shall rest with management.
41. Licensee's vending food and/or refreshments are not permitted sound amplification systems
42. Concessionaires and Exhibitors are reminded that hand painted or printed signs are not permitted. Concessionaires and Exhibitors are permitted to display signs representing their products only in those areas that you have a license agreement for.
43. The licensee agrees to abide by all regulations and rules adopted by management in the best interest of the event and agrees that management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the show.
44. Any monies or deposits paid to the Licensor shall not bear interest to the benefit of the Licensee. Monies paid by the Licensee to the Licensor shall be non-refundable.
45. Notwithstanding the other provisions of the License Agreement and these Rules & Regulations the license is revocable immediately at the will of the Licensor by written notice delivered to the licensee. On termination the License Agreement becomes null and void, except that the Licensor may enforce any and all obligations of the Licensee arising or occurring prior to termination.
46. These rules & regulations form a part of the license agreement.