



Historic Waterdown Arts & Events  
Griffin House – Arts Culture & Innovation  
Business Centre  
23 Griffin St, PO Box 170  
Waterdown, ON, L0R 2H0  
Phone: 905.690.9397 x 228

## Food & Beverage Vendor Information & Application Form ARTSFEST Waterdown August 19 & 20, 2017

Thank you for your interest in ARTSFEST Waterdown 2017. At this time we are only accepting applications from Artists, Artisans, Craftspeople and Culinary Arts. Culinary Arts (Food Trucks & Beverages) should complete this Application Form and contract.

Please review the information below, and if you would like to be part of ARTSFEST Waterdown 2017 fill out the application form and send along with 3 pictures of your work and if available a picture of your booth set up to [lisa@sonicunyon.com](mailto:lisa@sonicunyon.com).

We will reply within 48 hours of receiving your application if you have been accepted.

Accepted vendors will receive an invoice and be prompted for payment.

ARTSFEST has limited vendor spaces and prompt payment will be a factor in determining higher position on the festival website and preferred vendor locations on the festival site.

### Key Information for vendors about ARTSFEST Waterdown

ArtFest is an annual free public festival taking place the 3<sup>rd</sup> weekend of August on Main St South, Griffin Street and Franklin Street in downtown historic Waterdown Ontario. Waterdown is 5 minutes off Highway 403, 1 exit past the QEW to Niagara heading West from Toronto. Over 20,000 attended ARTSFEST 2016. The festival programming targets the retired wealthy and young families, with popular folk, jazz, classical and world music, pop up visual art galleries, theatrical and interactive art activities, fine food and wine in a historical setting that attracts visitors from across Ontario and upper New York state.

Date: August 19 & 20, 2017  
Time: Public Opening 11AM – 11PM  
Arrival : August 19 & 20: 10.30AM  
Departure: Anytime after 11PM  
Cost: \$500 (includes HST)  
Included: Website listing with photo  
Printed Program guide listing with photo  
Reserved Vendor additional Vehicle Parking Available adjacent to Festival Site  
Onsite ATMs and Portable Toilet & Wash Facilities  
Inclusion on Vendor Map  
Vendor Information Booth  
Free Parking and Visitor Shuttles  
Overnight Security

Payment: online by Paypal or major credit card at <http://ARTSFEST.ca/vendor-area/>, via eTransfer to [vendors@waterdownarts.org](mailto:vendors@waterdownarts.org), cash or cheque payable to Historic Waterdown Arts & Events and delivered by mail or in person during regular business hours Mon-Fri 9AM-5PM to Historic Waterdown Arts & Events, PO Box 170, 23 Griffin Street, Waterdown ON L0R 2H0.

ALL INQUIRES FOR FOOD & BEVERAGE VENDORS SHOULD BE DIRECTED TO:

Lisa LaRocca  
Sonic Unyon Event Management obo Historic Waterdown Arts & Events  
23 Griffin Street, Waterdown ON L0R 2H0  
TEL: (905)777-1223  
[lisa@sonicunyon.com](mailto:lisa@sonicunyon.com)



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**\*\*PLEASE COMPLETE AND SUBMIT THIS APPLICATION FORM  
 ALONG WITH LOGO IMAGE OF YOUR BRAND\*\***

First & Last Name	
Business Name for Listing	
Mailing Address	
Home or Business Telephone	
Mobile Telephone	
Email Address	
Website	
Facebook	
Description for Festival Website & Program (50 words Max)	
Type of Set Up (Vehicle/Size)	
Permit #	
Signature	

**By submitting and signing above the applicant vendor agrees to the terms & conditions below if accepted by ARTSFEST:**

**ARTSFEST Food & Beverage Vendor Contract**

1. The vendor must submit proof of adequate insurance coverage that meets the guidelines of the City of Hamilton. Without this proof, event management cannot allow a vendor to participate.
2. The vendor agrees to confine his/her presentation to within the contracted space only, and within the maximum height set by the event rules and regulations and to maintain a staff in his/her booth space during event hours.
3. Management reserves the right at any time to alter or remove exhibits or any part thereof, including printed materials, product, signs, lights or sound, and to expel vendors or their personnel if, in management's opinion, their conduct or presentation is objectionable to other event participants and/or attendees.
4. Proselytizing of a religious or political nature is not permitted in the designated premises.
5. Materials depicting graphic violence, as deemed by event management, are not permitted on site.



6. No electrical service or power of any kind is provided by Management. All power generators & electrical service shall be at the vendor's expense. All operating electrical equipment used by Vendor must have CSA or equivalent provincial power authority approval.
7. Space contracted by the vendor may not be sublet without the prior written permission of management. The vendor may not distribute literature or promotional material from a third party without the prior written consent of management.
8. The vendor agrees to abide by all regulations and rules adopted by management in the best interests of and agrees that management shall have the final decision in adopting any rule or regulation deemed necessary prior to, during, and after the ARTSFEST.
9. The vendor will be liable for and will indemnify and hold harmless management from any loss or damages whatsoever suffered by management as a result of any loss or damages whatsoever occurring to or suffered by any person or company, including, without limiting the generality of the foregoing, the vendor, other vendors, management, the City of Hamilton and their respective agents, servants and employees and members of the public attending the event, either on the said space or elsewhere if said loss or damages arose from or were in any way connected with the vendor's occupancy of said space.
10. The vendor may use the ARTSFEST logo to promote only his/her participation at the event. It cannot be used in any way that is perceived as an endorsement by the ARTSFEST of the vendor's company, product, or service without written approval from the ARTSFEST.
11. Goods must not be shipped to the event for shipping charges to be paid on arrival as these will not be accepted by management. Management assumes no responsibility for loss or damage to goods before or during the period of the event, or after its closing.
12. The vendor agrees that no display may be dismantled or goods removed during the event hours but must remain intact until after the closing hour each day. The vendor also agrees to remove his/her exhibit, equipment, and appurtenances from the event by the final move-out time, or in the event of failure to do so, the vendor agrees to pay for such additional costs as may be incurred.
13. Management reserves the right at its sole discretion to change the date or dates upon which the event is to be held and shall not be liable in damages or otherwise by reason of any such change. In addition, management shall not be liable in damages or otherwise for failure to carry out the terms of this agreement in whole or in part where caused directly or indirectly by or in consequence of fire, storm, flood, war, rebellion, insurrection, riot, civil commotion, strike or by any cause whatever beyond the control of management whether similar to or dissimilar from the causes enumerated herein. In the event that the exhibit space to be used by the vendor should in any way be rendered unusable, the vendor shall pay for such space only for the period during which it was or could have been used as determined within the sole discretion of management. A refund of all monies paid by the vendor to management will be made by management in the event that the event is not held as proposed by management.
14. Management reserves the right to cancel this contract and to withhold possession of exhibit space if the vendor fails to perform any material condition of this contract or refuses to abide by the event rules, regulations or vendor policy, in which case the vendor shall forfeit as liquidation damages all space rental payments made by him /her and any further occupancy of such space.
15. Management reserves the right to alter or change the space assigned to the vendor.
16. The solicitation of cash donations is not permitted by vendors in the ARTSFEST street closure area.
17. The vendor acknowledges that the ARTSFEST sponsors may have exclusive on-site distribution privileges for certain products.
18. The vendor is subject to the terms of the attached ARTSFEST Vendor Policy and any other conditions placed on the vendor by ARTSFEST staff specific to your participation.

#### **Cancellation Policy**

This contract may be cancelled by either party provided written notice is received as follows:



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- by June 30 in which case all monies paid by the vendor will be refunded.
- after June 30 and prior to July 31 in which case the vendor will be liable for 50% of the total contracted space costs.
- after July 31, in which case the vendor will be liable for 100% of the total contracted space costs.

By canceling this contract the vendor forfeits all right or claims to the allocated space and management is free to rent it to others and collect a cancellation charge equal to the paid or unpaid vendor fee as liquidation damages. This cancellation policy is not conditional upon approval of booth location.

I agree to the terms of the 2017 ARTSFEST Vendor Agreement, ARTSFEST Vendor Policy (Schedule A), Cancellation policy, and that the information I have provided in this application is accurate.

I agree to abide by all rules and regulations adopted by ARTSFEST (Management) and have read the Conditions of Contract as event above. If this contract is sent to ARTSFEST electronically, we authorize ARTSFEST to take any and all steps as though the electronic copy of the contract were an original.

\_\_\_\_\_  
Vendor Company Name

\_\_\_\_\_  
Signed by (please print):

\_\_\_\_\_  
Vendor signature



### **Schedule A: ARTSFEST Food Vendor Policy**

**This year, vendors will be participating in ARTSFEST for 2 days. Saturday August 19 and Sunday August 20.**

**Vendors will be required to drive out of their spot at the end of the night on August 19, and return the morning of August 20. Trucks may not stay overnight.**

**Each individual vendor is solely responsible for all resources and considerations required to participate over the entirety of the event. In the case of items supplied by ARTSFEST (i.e. Grey Water bins for dirty water disposal) the vendor still assumes complete responsibility for managing these as appropriate and as designated by ARTSFEST. We may be unable to meet special requirements you require to operate that are additional to the resources we currently supply to vendors.**

**ARTSFEST reserves the right to assign your location. NO EXCEPTIONS OR CHANGES.**

**Resources are detailed below and more information will be provided as the festival approaches.**

**Resources provided:** We will provide grey water bins, and garbage Disposal bins. The location/timing of these components will be clearly laid out beforehand by ARTSFEST staff and are available to all participating food vendors.

**Information needed:** The vendor is responsible for completing all application forms, and providing additional materials by the specified due dates. Additional application materials include: signed ARTSFEST contract, City of Hamilton Health and Safety forms, Proof of Insurance, and proof of a license to operate their food truck in Hamilton. These materials will be due at the time of full payment (dates below). The vendor will not be able to participate if these completed documents are not received.

**Criteria for Choosing Vendors:** Local food vendors will be given top priority. We will also take into consideration the product diversity of accepted vendors. Applications will be assessed on a first come, first served basis. Any applications received after the deadline will be placed on a waiting list. Participation is not guaranteed to vendors from previous years. Selection is done on a year-to-year basis and previous acceptance does not guarantee acceptance for the current year.

**Contract:** Each vendor must sign a contract stating that they understand the details of ARTSFEST vendor policy as well as the vendor agreement. Upon acceptance, signing of contracts will be required and are to be returned to ARTSFEST through the provided registration form.

**Location:** ARTSFEST reserves the right to choose your vending location and will be assigning all locations without exception. Vendors choosing to not to set up where assigned or choosing to relocate will be asked to leave the event area without a refund.

**Space:** Each vendor will be assigned an area large enough to accommodate their food service vehicle. Extra space, if available, will be charged to the vendor accordingly. Conduct business only within the space allocated to you.

**\*\*Power: IMPORTANT** - ARTSFEST is not supplying any power or electrical service. Food Vendors are required to bring a generator that is quiet and complies with all regulatory conditions.

**Theft:** Neither ARTSFEST, nor any of the event organizers will accept responsibility for products or revenue lost or stolen during the event.

#### **Vendor Hours:**

##### **Saturday, August 19<sup>th</sup>, 2016:**

You must be set-up by 11:00 AM and remain set up until 11:00 PM. Food vendors are expected to remain open for the entire event. No loading vehicles will be allowed in the event area after event start time 11:00 AM.

##### **Sunday, August 20<sup>st</sup>, 2016:**



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You must be set-up by 11:00 AM and remain set up until 11:00 PM. Food vendors are expected to remain open for the entire event. No loading vehicles will be allowed in the event area after event start time 11:00 AM and no vehicles will be allowed to exit the street closure before the end of the event at 11:00pm.

**Vendor Check-in Location:**

Please enter the food vendor check-in area to which you are assigned prior to the event.

**Vendor Check-in Time:**

Check-in times will be staggered to ensure proper load-in in order of location, and you will be sent your specific check-in time prior to the event. Please arrive on time as vehicles on either side of you will have difficulty loading in if you are not present. If you do not arrive on time your location may change to our discretion during set-up. You must drive to the designated check in gate for check in where a volunteer will direct you to your designated space. Do not enter from any area other than the designated gate.

**Cancellation Policy:**

Contracts may be cancelled by either party through written notice received on or before the dates set out below.

**Important Deadlines:**

Early March - Application Online

June 30 - Full payment due with signed contract and all attached documents submitted

July 31 - Last day to cancel with 50% refund - No refunds for cancellation after this day.

**Food Vendor Policy**

**Items in Addition to Above:**

All food vendors must comply with the provisions of all Canadian and Provincial laws, City of Hamilton By-Laws and Health and Safety regulations.

City of Hamilton Health and Safety Forms must be completed and submitted to us by date July 31.

**Fees:**

Your fees paid to HISTORIC WATERDOWN ARTS & EVENTS include the cost of applying to the City of Hamilton for Health and Safety. We will process your application based on the information you provide to us. If your application is delayed or late, we will pass on late fees that we are charged by the City of Hamilton for rush processing.

All food vendors must clean up all debris from your allocated location throughout the day and before leaving the event. You are also responsible for setting up your own equipment, disposal containers, grey water solutions and other needs.

**For Further Information please contact:**

Lisa LaRocca  
Sonic Unyon Event Management obo Historic Waterdown Arts & Events  
23 Griffin Street, Waterdown ON L0R 2H0  
TEL: (905)777-1223  
[lisa@sonicunyon.com](mailto:lisa@sonicunyon.com)

**Payments:**

Payments can be made online by Paypal or credit card at [www.ARTSFEST.ca/vendor-area](http://www.ARTSFEST.ca/vendor-area), by eTransfer to [vendors@waterdownarts.org](mailto:vendors@waterdownarts.org) or by cash or cheque, either mailed or delivered to our office at 23 Griffin Street, Waterdown ON. Please make cheques payable to: **Historic Waterdown Arts & Events**. Payment must be received within 7 days of notification of acceptance of application in order to confirm your space.

**City of Hamilton License Required for all participating food trucks.**

All mobile food service vehicles require a City of Hamilton License. License applications for mobile food service vehicles can be downloaded however applications must be submitted with all supporting documentation and payment (Visa, Master Card, Cash, Debit or Cheque) at our Municipal Law Enforcement Office, Licensing and



Permit Section, 77 James Street North, Suite 250, Hamilton, ON. The licensing department does inspections during all events in Hamilton.

Please ensure you have all information when you submit the application so that the process is not delayed. Once the application has been submitted we will schedule the Public Health inspection.

The application for mobile refreshment vehicles can be found on our website:  
<http://www.hamilton.ca/CityDepartments/PlanningEcDev/ApplicationForms/index.htm>

Please ensure when you are applying for a license that it is done well in advance of the event date (i.e. 4 weeks) as a public health inspection will need to be arranged prior to the event. If you have any additional questions please contact Municipal Law Enforcement at 905 546-2782, option 3.  
Thank you.

**FOOD SERVICE VEHICLE**  
By-law 07-170, Schedule 6

**Class A: Non Travelling Food Service Vehicle Operating on Private Property e.g. Chip Wagon**

Processing Fee: \$ 62.00 (non-refundable)  
Licence Fee: \$ 311.00  
Health Inspection \$ 85.00  
Fire Inspection \$ 130.70 (every 3 years)  
**Total 2014 Fees \$588.70**

**Class B: Motorized Travelling Food Service Vehicle Operating on Road e.g. Ice Cream Truck**

Processing Fee: \$ 62.00 (non-refundable)  
Licence Fee: \$ 311.00  
Health Inspection \$ 85.00  
**Total 2014 Fees \$ 458.00**

**Class C: Non Motorized Travelling Food Service Vehicle Operating on Public/Private Property (i.e. ice cream bicycles)**

Processing Fee: \$ 62.00 (non-refundable)  
Licence Fee: \$ 291.00  
Health Inspection \$ 42.00  
**Total 2014 Fees \$ 395.00**

**Application Checklist:**

1. Business Registration/Corporate Papers
2. Zoning Verification required for permanent location only
3. Ownership and insurance (\$2 million dollars per occurrence, if motorized vehicle)
4. Written permission from Property Owner
5. Public Health Inspection
6. Fire Inspection (Chip Wagon only)
7. List/Menu of refreshments, and outline how food is refrigerated or heated
8. Spill containment plan
9. Description of type of vehicle and photos of all four sides
10. Location where vehicle will be parked or stored when not in use
11. Technical Safety Standards Association Inspection Certificate and Information Fact Sheet, issued no more than 36 days prior to application.



Hamilton

# SPECIAL EVENT APPLICATION FOR FOOD VENDORS

City of Hamilton  
Health Protection Division  
Attention: Special Events  
Public Health Services  
110 King St W, 2<sup>ND</sup> Fl  
Hamilton, Ontario L8P 4S6

<b>EVENT NAME:</b> _____
<b>EVENT DATES:</b> _____
<b>EVENT TIME/DURATION:</b> _____
<b>LOCATION OF EVENT:</b> _____

## 2016 - VENDOR INFORMATION (To be completed by each vendor attending)

**NAME OF VENDOR:** \_\_\_\_\_  
(Or Business Name)

**CONTACT PERSON:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**PHONE: (B)** \_\_\_\_\_ **(H)** \_\_\_\_\_ **(C)** \_\_\_\_\_

**What was the last event attended in Hamilton?** \_\_\_\_\_

**Are you an out of town vendor?**  **YES**  **NO**  
If yes, attach most recent Health Inspection Report (within 4 months of this event)

**Vendor will be set up in:**  **Booth /Tent**  **Indoor Facility**  
 **Mobile Food Trailer Ontario Plate#**  \_\_\_\_\_ **City of Hamilton Plate #**  \_\_\_\_\_

**Establishment where food is prepared:** \_\_\_\_\_

**Contact person of Establishment:** \_\_\_\_\_

**Address of Establishment:** \_\_\_\_\_

**Phone Number of Establishment:** \_\_\_\_\_

Menu Items	Brief Description of Preparation on Site



**REFER TO YELLOW BOOKLET ON WEB-SITE PRIOR TO COMPLETING THIS SECTION.**

How will food be kept hot on site? \_\_\_\_\_

How will food be kept cold on site? \_\_\_\_\_

How will food be kept hot or cold during transportation? \_\_\_\_\_

How will hazardous food temperatures be verified? \_\_\_\_\_

Describe your handwashing setup and method of wastewater collection at your booth:

Describe how utensils and equipment will be washed, rinsed and sanitized, what sanitizer will be used: \_\_\_\_\_

**NOTE:**

- 1) No home prepared foods can be used, sold or given away.
- 2) All major food preparation (i.e. Foods that require much handling, chopping, cutting, wrapping) must be completed in an approved kitchen facility.
- 3) Raw poultry, raw seafood, and raw ground meat is not permitted on site at Special Events.

I have received and read the Special Events Information Package provided. I understand the requirements for food vendors at Special Events in the City of Hamilton.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Note: You may be required to have a refreshment vehicle license to operate in the City of Hamilton. Please contact the Municipal Law Enforcement at 905 546 2782 to obtain further information.**

For current information on requirements for food vendors, please go to <http://www.hamilton.ca/life-events/hosting-events/food-safety-requirements-special-events>  
For further Information, please contact, Public Health Services for The City of Hamilton at (905) 546-2489