

BikeFest C-K 2015 Vendor Contract – Terms and Conditions



Space is allocated on a first come first serve basis and activated by payment received.

The space will be allocated to each participating Vendor by Big Brothers Big Sisters of Chatham-Kent at its sole discretion. Vendors must be set up and ready for inspections by the Health and Fire Departments by 10:00 am. Vendors must have ALL of their equipment and materials removed from the BikeFest area by 11:00 pm on Saturday August 29th, 2015 unless other prior arrangements have been made.

Vendors and their equipment must be approved by Big Brothers Big Sisters of Chatham-Kent, the fire department and the local Health Unit as determined in their application (vendor OR food vendor). Failure to obtain approval means that the participating vendor will not be able to participate and will not be refunded any fees.

During the operating hours of the event, no vehicular traffic will be permitted into Tecumseh Park.

Participating vendors shall not damage any trees, shrubs or grass in Tecumseh Park and the surrounding area. If damage does occur, you will notify Big Brothers Big Sisters of Chatham-Kent immediately, and the participating vendor shall be responsible for the restoration of the site.

BIG BROTHERS BIG SISTERS OF CHATHAM-KENT RESERVES THE RIGHT TO TERMINATE THIS CONTRACT AT ANY TIME FOR THE BREACH OF ANY PROVISION OF THIS AGREEMENT, ANY STATUTE, OR REGULATION GOVERNING FOOD HANDLING HEALTH OR SAFETY, OR ANY MISREPRESENTATION WHATSOEVER EITHER WRITTEN OR ORAL WITH RESPECT TO THIS AGREEMENT. UPON TERMINATION OF THIS CONTRACT, THE VENDOR PARTICIPANT SHALL IMMEDIATELY CEASE TO EXHIBIT, PREPARE, SERVE, OR SELL ANY PRODUCT AT BIKEFEST C-K 2015.

The decision of Big Brothers Big Sisters of Chatham-Kent in any dispute or difference arising between any participating vendor and Big Brothers Big Sisters of Chatham-Kent staff, board or volunteers, shall be final, conclusive, and binding upon the parties.

INDEMNITY AND RELEASE OF LIABILITY

Big Brothers Big Sisters of Chatham-Kent, BikeFest volunteers and the Corporation of the Municipality of Chatham-Kent shall not be liable for any consequential injury of any nature whatsoever sustained by the participating vendor or an employee, invitee, agent, or customer or any other person who may be on the premises for Big Brothers Big Sisters of Chatham-Kent's Bike Fest C-K 2015 (including Chatham's Tecumseh Park) or for any loss or injury to any property belonging to the participating vendor or employee, invitee, or to any other person which such property is in Tecumseh Park including any damage incurred in removing such property in accordance with this agreement.

The vendor participant shall indemnify and save harmless Big Brothers Big Sisters of Chatham-Kent, BikeFest CK 2015, employees, board, volunteers and the Corporation of the Municipality of Chatham-Kent and each of their respective members and agents, employees, officers, and directors including members agents from and against any claims, demands, damages, injuries, losses, costs, suits, actions and proceedings by any third parties arising either directly or indirectly from or in connection to the occupation or activities on the demised premises by the undersigned participating vendor, its agents, employees, or volunteers or anyone for whose acts it may be liable.

The vendor shall indemnify and hold harmless Big Brothers Big Sisters of Chatham-Kent, BikeFest C-K 2015, its members, agents, employees, board and volunteers, and the Corporation of the Municipality of Chatham-Kent from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by any third parties that may arise out of, or may be attributable to all operations performed by or carried out by the undersigned vendor, its agents, employees, or servants or anyone for whose acts it may be liable, howsoever caused.