



# VENDOR – TERMS & CONDITIONS

## *12<sup>th</sup> Annual Napa Auto Parts North Shore Challenge*

By signing the VENDOR REGISTRATION FORM, vendors agree to the following terms and conditions.

“**Event**” refers to the 2011 Napa Auto Parts North Shore Challenge being held at the Elliot Lake Airport Dragway from July 15-17<sup>th</sup>, 2011.

“**Vendor**” refers to the registered business or organization renting Vendor Space from the Race Organizer as submitted in the Vendor Space Application.

“**Race Organizer**” refers to the City of Elliot Lake and will be represented by Darla Hennessey or a designate.

“**Vendor Space**” refers to the parcel designated by this contract for use by the Vendor.

“**Event Site**” refers to the physical area under direct responsibility of the Event Organizer for the purpose of the event.

1. The event hours are approximately:

Friday, July 15, 2011	3:00 p.m. to 10:00 p.m.
Saturday, July 16, 2011	8:00 a.m. to 10:00 p.m.
Sunday, July 17, 2011	8:00 a.m. to 6:00 p.m.

As noted, these times are approximate and may vary depending on a number of circumstances.

- Set up is from 1:00 p.m. until 3:00 p.m. on Friday, July 15, 2011. Vendors are not permitted on site prior to noon and must be ready for operation by 3:00 p.m. on Friday, July 15, 2011. Vendors are not permitted to tear down and vacate the site prior to end of racing on Sunday, July 17, 2010. Space will be designated by the Race Organizer prior to the event by assigning a general layout map and corresponding number to each vendor. Numbers and spaces will correspond to marked space locations on site.
- The organizer has made every effort to attract participants and spectators to the event but does not guarantee attendance numbers.
- This event is weather dependant and also depends on safety conditions of the track. Cancellation of the event for any reason will not result in a refund of the vendor fee or any remuneration whatsoever from the organizer.
- The organizer provides a vendor permit as part of the fee paid. The Vendor must pay all applicable fees and be in compliance with all municipal and provincial regulations including but not limited to, Refreshment Vehicle Bylaw and must meet Algoma Public Health requirements. **The Vendor must provide proof of compliance for required permits when requested by the Race Organizer. The Vendor must provide a Certificate of Insurance naming the corporation of the City of Elliot Lake as additional insured.** Should the vendor be closed for any reason, the vendor fee will not be repaid.
- Vendors are supplied with space only. The organizer does not include anything else with the space.
- Generators must have a Db rating no higher than 75 Db as per the manufacturer’s specifications for the unit being used. If the unit is not operating at a higher Db due to operating issues, the organizer may remove the generator from the site and is not required to replace it or compensate the vendor for doing so.
- Vendors may sell from within their designated area only. Designated areas will be laid out by the organizer. The organizer has final say on any vendor space related issues and failure to comply with the organizer may lead to removal from the event without refund of vendor fees.
- Vendors and all guests must wear event wristbands at all times.
- Food vendors will be supplied with 4 weekend wristbands as part of the vendor fee. Non-food and snack vendors will be supplied with 2 weekend wristbands. These amounts may be adjusted by the Event Organizer and shown on the VENDOR REGISTRATION FORM.
- Food vendors are permitted **one** vehicle pass to enter and exit the event gate. **No additional vehicles** will be permitted. Non-food vendors **must** park in spectator parking unless otherwise agreed to with Event Organizer and shown on the VENDOR REGISTRATION FORM.

12. The organizer reserves the right to remove any item from sale that, in the organizer's opinion, poses a safety threat, is offensive or is generally undesirable as part of the event. Such decisions may be made at any time prior to and during the event.
13. The organizer has the right to require the removal of any display items that the organizer feels is offensive or conflicts with event sponsors and advertisers or is promotional in nature and should require an advertising or sponsorship fee.
14. The organizer shall have final say in all issues and has authority to act as the organizer deems appropriate for the benefit of the event.
15. Vendors must submit a Vendor Application Form for acceptance by the Race Organizer. Not all applications will necessarily be accepted. Once approved, the Vendor will submit a signed Vendor Space Contract along with payment **in full by June 15, 2011** in the form of cash or certified cheque. payable to:

The City of Elliot Lake  
 Attn. Darla Hennessey  
 Lester B. Pearson Civic Centre  
 255 Highway 108 North  
 Elliot Lake, ON  
 P5A 2T1

Fax Number: (705) 848-0545  
 Phone Number: (705) 848-2287 ext 2402

16. The Vendor agrees to comply with this contract and agrees that the **fee is non refundable**.
17. The Vendor shall supply the Organizer with a **certificate of insurance by June 15, 2011** naming the Corporation of the City of Elliot Lake and the North Shore Cruisers. The policy shall include a minimum of \$1,000,000 liability coverage.

***FOR OFFICE USE ONLY***

**Business Organization:** \_\_\_\_\_

**Authorized Representative:** \_\_\_\_\_

**Space Size:** \_\_\_\_\_ **Space Number:** \_\_\_\_\_

**Payment Amount: \$** \_\_\_\_\_ **Method of Payment:** \_\_\_\_\_

**Date Received:** \_\_\_\_\_

\_\_\_\_\_  
 Darla Hennessey  
 City of Elliot Lake

\_\_\_\_\_  
 Vendor  
 Authorized Representative