

# The Maple Ridge Jazz & Blues Festival

## 2010 FOOD VENDOR CONTRACT AGREEMENT

To reserve a location as a Vendor, please complete and return the form below. There are limited spaces available; applicants will be considered with regard to not duplicating items for sale. Vendors' locations will be assigned upon registration. Set up begins at 9:00 am; you must complete your set up by 11:00 am. No Late Entry. Gates open at 11:30am. As shade cannot be guaranteed, please bring your own tent or awning. It gets dark so bring lighting. There is generally one 15 amp outlet for each space. Do not exceed. Additional outlets may be arranged as per rates below. Enter from 224th Street at Gate 2, Memorial Park in Downtown Maple Ridge. Check in with our Vendors Coordinator Sean Sweet and you will be assigned your location. You will be issued registered vendor IDs and wristbands. **Maximum two festival passes per vendor.** Then you can unload. You will have to move your vehicle. We suggest to the underground parking lot below the park. (\$3/Day and Patrolled) There is no on site access for vehicles until after the show at 11pm. All vendors are responsible for their own set up, tear down and garbage removal. Please bring your own garbage cans, tents, tables and chairs, power cords etc.

THIS AGREEMENT ENTERED INTO FOR THE 14th DAY OF AUGUST, 2010

Between: Maple Ridge Jazz and Blues Festival Society

AND:

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

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

Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Email \_\_\_\_\_

Whereas:

- A. Maple Ridge Jazz and Blues Festival Society organizes activities for the annual Maple Ridge Jazz and Blues Festival
- B. The Vendor is an individual contractor with expertise in food services. (as per schedule A)
- C. The parties agree to establish mutually beneficial terms of a contract for services whereby the vendor will provide services on behalf of the society.

### PURPOSE:

1.0 Now therefore the parties agree as follows:

#### Obligations of the Vendor:

2.0 The Vendor agrees to use all reasonable and necessary effort to provide the services.

2.1 The Vendor will supervise the provision of the services. The services performed must meet the approval of the Society and shall be subject to the Society's right of inspection.

2.2 The Vendor is qualified and experienced in carrying out the services to be performed under this agreement. Any person hired by the Vendor shall be and remain the Vendor's employee. Any person the Vendor proposes to employ to perform services pursuant to this agreement will be required to meet all standards.

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2.3 The Vendor may perform services similar to the described services for other institutions or establishments and the Society recognizes the Vendor does not perform services solely for the Society.

2.4 The Vendor will not in any manner whatsoever commit or purport to commit the Society to the payment of any money to any person, firm or corporation.

2.5 The Vendor will comply with all applicable municipal, provincial, and federal laws.

2.6 The Vendor will provide necessary equipment to provide services. The Vendor is responsible for providing a tent if required. The Society will provide location and access to a water station. The Society will provide one or more tables and one or more 120V, 15A electrical circuits at the rates listed below.

2.7 The Vendor must meet health regulations as specified by the Health Department.

2.8 The Vendor must hold a valid special event business license to operate food services.

2.9 The Vendor agrees to remove and be responsible for disposal of garbage in you're area.

## TERM

3.0 The Vendor agrees to provide the service on **August 14, 2010** at Memorial Peace Park, 224th Street, Maple Ridge, BC.

3.1 Food Vendors agree to pay the Society  
\$150 no later than 30 days before the festival (no postdated) plus...  
\$10 per 120V, 15A electrical circuit

## RELATIONSHIP OF THE PARTIES

4.0 The Society and the Vendor agrees that as a result of this agreement, the Vendor is an independent contractor. The Vendor is not an agent, servant or employee of the Maple Ridge Jazz and Blues Society.

## LIABILITY:

5.0 The Vendor shall make good and restore and make full compensation for any injury or damage done to or sustained by any person or any other property whatsoever in relation to this agreement and shall settle claims in respect thereof and shall indemnify, protect and save harmless The Maple Ridge Jazz and Blues Society and its directors there from and against all claims, demands, suits or action of every kind arising out of or in any way connected with the fulfillment of this agreement or in connection with the services.

5.1 The Vendor is responsible for providing insurance. The Vendor shall provide any additional insurance which is required by law to carry or which it considers necessary to cover risks not otherwise covered by the insurance specified. The Maple Ridge Jazz and Blues Society, Corporation of the District of Maple Ridge and the Ridge Meadows Parks & Recreation Commission shall be named insured in the Vendor's insurance policy.

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## TERMINATION:

6.0 The Maple Ridge Jazz and Blues Society may terminate this agreement at any time if the Vendor fails to perform the services in a satisfactory manner as specified in this agreement.

6.1 Either party may terminate the agreement prior to expiry by providing to the other party notice in writing within 30 days of the event. Otherwise payment can not be refunded.

## **30 days advance payment required to reserve spot. No Post Dated Cheques**

All cash handling and sales are the responsibility of the Vendor.

IN WITNESS WHEREOF the parties have executed this agreement this \_\_\_ day of \_\_\_\_\_, \_\_\_\_.


SIGNED AND DELIVERED on behalf Of the Vendor

\_\_\_\_\_  
(The Vendor's Company Name)

\_\_\_\_\_  
(Authorized Signature)

SIGNED AND DELIVERED on behalf of the Society

Maple Ridge Jazz and Blues Society

  
\_\_\_\_\_  
(Authorized Signature)

**Cheques can be made payable to and mailed to:**

**Maple Ridge Jazz and Blues Festival Society  
Box 70  
Maple Ridge, BC  
V2X 7E9**

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## **SCHEDULE A -- SERVICE DESCRIPTION**

### **The Services**

The Vendor agrees to provide food services for the Maple Ridge Jazz and Blues Festival.

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

Location of the festival is:

Memorial Peace Park  
224th Street  
Maple Ridge, BC

The service is to operate between 12:00 noon and 11 p.m. Set up time is between 9:00 am and 11:00 a.m. Food Vendors must be prepared for a health inspection by 11:00 a.m.

### **Criteria For Service:**

Deliver food services in compliance with the standards set in the Municipal Health and Safety Act.

### **Qualifications:**

**The Vendor must have a Special Event Food Permit from Fraser Health to operate food services.** The Vendor must meet requirements of the health inspection as determined by the local health officer. Permits must be confirmed 30 days before festival.

## **SCHEDULE B -- FEES**

The food Vendor agrees to provide the Society  
\$150 plus  
\$10 per 120V, 15A electrical circuit

### **30 days advance payment required to reserve spot. No Post Dated Cheques**

All cash handling and sales are the responsibility of the Vendor.

**Cheques can be made payable to and mailed to:**

**Maple Ridge Jazz and Blues Festival Society  
Box 70  
Maple Ridge, BC  
V2X 7E9**