

# **Food Vendor Application**

## Ladysmith Days 2023

## CHECKLIST

Thank you for considering Ladysmith Days as a place to do business. This event seeks to be a welcoming venue for people in or around Ladysmith and we hope that the entire process from application to the event is both delightful and fruitful.

A handwritten signature in cursive script that reads "Al Moore".

President,  
Ladysmith Celebrations Society

Here is a list of all the things you'll need to apply to be a food vendor

- ☐ Liability Waiver (included)
- ☐ Food Vendor Contract (included)
- ☐ Payment (Cheque or e-transfer)  
Fees: Saturday \$100 • Sunday \$150 • Both days \$200  
Copy of Insurance
- ☐ Menu
- ☐ Island Health Food Facility Permit

Forms can be submitted digitally or through email.  
**event@ladysmithdays.com**

*Deadline for application (July 1, 2023)*

## APPLICATION FORM - FOOD VENDOR

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**Name**

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**Business name (Optional)**

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**Type of Business / Speciality**

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**Phone**

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**Email**

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**Website**

Select dates:

- ☐ Saturday August 5<sup>th</sup> at 10:00 am – 4:00 pm at Trasfer Beach
- ☐ Sunday August 6<sup>th</sup> at 10:00 am – 10:30 pm at Transfer Beach
- ☐ Both days

Notes:

## FOOD VENDOR CONTRACT - 2023

**This contract is between: LADYSMITH CELEBRATIONS SOCIETY  
(hereafter called the Contractor)**

**AND THE FOOD VENDOR: \_\_\_\_\_  
(hereafter called the Vendor)**

- **The Contractor** will promote the event to the best of his/her ability to ensure the best possible attendance at the event.
- **The Vendor** will supply a current Health Certificate to the Contractor and the Town of Ladysmith.
- **The Vendor** will carry a minimum of \$2,000,000.00 liability insurance. He/She will coinsure Ladysmith Celebrations Society and the Town of Ladysmith. A copy of the insurance policy must be supplied to the Contractor prior to the date of the event. This applies to any vendors who sell items that could be considered hazardous in anyway.
- **The Vendor** will supply an itemized menu and will endeavour to not duplicate any of the items sold by other food vendors at the event. This will not include beverages.
- **The Vendor** agrees not to undersell any other vendor at the event. The prices must be the same or higher not lower. Please attach menu to contract.
- **The Vendor** must agree to pay \*event fee to conduct business at the above named event. This amount will be included with this contract and must be paid before set up on August 5<sup>th</sup>, 2022.
- Cancellation of this contract and to receive a full refund less 10% must be made in writing by July 15, 2023 or by contacting the coordinator.
- Failure to comply with the above conditions and Vendor Guidelines (available on our website) will void this Contract and the Vendor will be asked to vacate the premises and/or not asked back to future events.
- This Contract is void if any of the conditions are not met. This Contract is completed when the above mentioned event is completed for the current year.
- **The Vendor** must have a fully functioning generator for the event.

**Signed on Behalf of the Contractor:**  
Mary Furneaux – Vendor Coordinator

**Signed on Behalf of the Vendor:**

**Date:**

*Thank you for participating, have a great time!*

\*Event fees:  
Saturday \$100 • Sunday \$150 • Both days \$200

# RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

**Please note that by signing this agreement, you give up the right to sue for any injury or damages, howsoever caused.**

**TO:** **Ladysmith Celebrations Society and The Town of Ladysmith** ("the Companies") and its directors, officers, employees, representatives and agents (collectively called "Agents").

**I:** \_\_\_\_\_ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as precondition to my participation in all events organized by the "Companies" and/or "the Agents" including, but not limited to: Ladysmith Celebrations Society (collectively referred to as "the Activities") and in further consideration of "the Companies" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement").
2. I acknowledge that "the Activities" involve inherent risks and dangers that may cause serious injury and possible death to participants.
3. I fully understand the risks and dangers associated with my participation in "the Activities" and accept same entirely at my own risk.
4. I hereby waive any and all claims which I may have against "the Companies" and "the Agents" and release "the Companies" and "the Agents" from all liability for injury, death, property damages or any other loss sustained by me as a result of my participation in "the Activities", due to any cause whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care by "the Companies" and /or "the Agents".
5. I appreciate that "the Agreement" limits the liability of "the Agents" to the same extent as it limits the liability of "the Companies", even though "the Agents" are not formal parties to "the Agreement".

**I AM 19 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT".**

**I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANIES" AND/OR "THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS.**

**IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD/WARD.**

\_\_\_\_\_  
**Witness**

\_\_\_\_\_  
**Signature Participant or Parent/Guardian**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Print of Child/Ward**

## FOOD VENDOR GUIDELINES

**Ladysmith Days is an annual event held in August for over 40 years thanks to the volunteers of the Celebrations Society, sponsors and donations. This year, we will be holding our event over the August 5-6, 2023 weekend.**

**We seek to provide a fun family-oriented weekend of events and activities suitable for everyone. We hope that in joining us as a food vendor that you pursue the spirit of the event and enjoy the weekend as much as we do.**

1. No preference of location is given to food vendors of the Transfer Beach Concession. The Celebration Society is an independent volunteer organization from the Town of Ladysmith or the Chamber of Commerce.
2. All vendors are expected to keep in mind the spirit of the event and behave accordingly. Vendors that are disruptive to other vendors, volunteers or the general public may be asked to leave and will not be invited back for future events by the Celebrations Society. All complaints must be brought to the coordinator and not be aired publicly.
3. Vendors must submit all relevant and completed paperwork via email by July 1, 2023 including the funds to secure their booth space. No cheques will be accepted after this date. After this date please contact the Vendor Coordinator directly to arrange delivery of paperwork and payment via cash or money order.
4. NSF charges will be applied to any returned cheques and must be paid before attendance at the event is confirmed by the Coordinator via cash or money order. Vendors will not be invited back without payment of fees.
5. Vendors are expected to adhere to the directions of the Celebrations Society coordinator and Town of Ladysmith staff in regards to set up location at Transfer Beach. It is understood that the Coordinator will endeavor not to move a vendor already set up, however in the interest of a safe and enjoyable event this may be required.
6. For Sunday evening, you will likely see a large spike in attendance for the concerts and fireworks that cap the event. We expect you have the supplies and staff to meet that demand. Your success over the weekend and in subsequent years will likely be largely determined by your ability to meet that anticipated demand. We strongly encourage you to remain on-site until the fireworks have concluded (approx 10:30 pm). We do realize this is not possible in all cases, so inform the coordinator if you are unable to remain so arrangements can be made for your departure.
7. Vendors are responsible for their own setup, including cleaning their area before leaving as well as garbage removal.

## FOOD VENDOR GUIDELINES CONTINUED...

8. **Transfer Beach is a no dog area.** No animals will be allowed on-site other than service dogs. This is enforced by animal control.
9. Smoking is not allowed in the market area at Transfer Beach at any time. No alcohol permitted on-site.
10. Cancellation refunds will be addressed on a case-by-case basis. Please be aware an administrative fee may be required to process a refund, and the refund may not be available until our event has concluded. No Refunds will be available for vendor cancellations after July 15, 2023. A back up list of vendors will be kept by the coordinator in case of cancellations.
11. In the event of more applications than available spaces a raffle will be held to select food vendors for the event.
12. While previous vendors are encouraged to apply, space is limited at Transfer Beach and the coordinator and/or the Celebrations Society reserves the right to refuse any application.

The Coordinator will follow the guidelines for vendor selection:

- Vendors local to Ladysmith BC, the Stz'uminus First Nation, and then working outward the surrounding area from Parksville/Qualicum to Shawnigan Lake and onward on a first come first serve basis on clearance of paperwork and space availability.
- Youth vendors and service clubs
- Variety of food and merchandise offered between vendors. It is our intent a wide variety of items is offered to the public throughout the event.
- Vendor behaviour at past events in the area

\*These guidelines are subject to amendment up to and including events dates.