



This concessionaire services contract is made at Ottawa, Ontario on the _____ day of _____, 2008 between:

The Ottawa Folk Festival,

a non-profit organization duly incorporated under the laws of Canada, with its head office at 858 Bank Street, Suite 100, Ottawa, Ontario K1S 3W3, hereinafter “the Festival”

AND

x

(Business Name)

x

(Business Address)

hereinafter “the Contractor”.

In good faith, the Festival desires to engage the Contractor for the purpose of providing concessionaire services (hereinafter the “Services”), and the contractor desires to provide such services. Now therefore witness in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto agree as follows:

Obligations of the Festival:

1. The Festival shall designate the concession site from which the Contractor will operate.
2. Subject to availability, and when requested to do so in advance by the Contractor, the Festival shall endeavor to provide additional electrical service, beyond the single 15 Ampere, 120 Volt circuit provided under the basic concession contract. Extra electrical service will be supplied to the Contractor at the cost specified in the attached Schedule of Fees.
3. Subject to availability, the Festival shall provide a cold-water source, to which the Contractor may hook up their own garden-sized hose.
4. The Festival shall provide **six** Site Access passes, and **one** Parking Pass, for use by the Contractor. These passes will NOT allow access to stages, backstage areas, or Performer Hospitality areas.

Warranties and obligations of the contractor:

1. The Contractor will devote the required time, energy, ability and resources required for the proper and efficient provision of the services, and shall apply the highest standards and expertise of the trade in which he/she is engaged.
2. The Contractor shall supply a photo of their enclosure, as it will appear at the Festival, illustrating all signage and amenities.
3. The Contractor shall not sub-contract or assign to any other person any work or services forming part of this agreement, without prior written consent of the Festival.
4. The Contractor shall provide storage for and daily pick-up of garbage and recyclable materials from the Contractor's concession site.
5. The Contractor shall pay all fees as outlined in this contract on or before July 15, 2008. Payment is due in the form of three post dated cheques, the first for 50% of the Concession Fee (dated July 15, 2008), the second for \$100 for the site deposit (dated July 15, 2008), and the third for the remaining 50% of the Concession fee (dated August 1, 2008).
6. No glass containers may be used, sold or given on the Festival site.
7. Charcoal may not be burned on the Festival sites.

Alcohol and Tobacco

The sale or offering for sale of tobacco or tobacco products is strictly forbidden. The sale of alcoholic beverages shall be limited to the Contractor(s) authorized by the Festival.

Damage Deposit

A damage deposit of \$100.00 will be charged to each Contractor. Contractors are responsible for leaving the premises of Lakeside Gardens clean and in good order after the festival. Stains on the concrete, garbage left behind, or any other damage will require forfeit of part or all of the Contractor's damage deposit(s) plus payment of any additional charges as assessed to the Festival. Any stains, debris, or garbage left on the site by the Contractor will be removed at the cost of \$50 per hour, to be paid by the Contractor (a minimum of two hours will be billed).

After the festival, the damage deposit will be returned to the Contractor if no damages are incurred and no stains, debris or garbage are left behind by the Contractor.

Electrical Supply

The festival is an outdoor event, and the total amount of electricity available is limited. The Contractor is encouraged to use gas appliances. Charcoal may not to be used. The Festival will provide lighting, where the food court is situated. All other lighting is the responsibility of the Contractor.

The basic concession fee includes one 15 amp /110 volt circuit. Additional electrical service may be made available to individual Contractors, subject to availability and City of Ottawa approval in advance of the festival.

Contractors must submit a list of their electrical requirements with their contract. The list must include all of the electrical equipment that will be used on site, its electrical rating, and whether the equipment uses electrical plugs or must be hardwired. As the total amount of electrical service that the City is able to supply is limited, please plan accordingly. The City of Ottawa reserves the right to disallow requests for electrical service.

If the City of Ottawa approves the request for extra electrical service, then the Contractor will be charged as specified in the attached schedule of fees. Prior to the festival, you will be notified as to whether the City of Ottawa can meet your requests for electrical service.

Festival Meal Coupons

The Contractor shall accept Festival meal coupons issued to festival performers. The maximum face value of each coupon is \$8.00 and no change is to be given. The Festival will not reimburse the Contractor. At the start of the festival, the Contractor will be given a sample coupon to use for verification purposes.

Health Inspection

The Contractor is responsible for complying with applicable health regulations. The Contractor agrees to abide by the minimum requirements of the Ontario Food Premises Regulation 562/90 for Special Event Food Operators, as outlined in Appendix B.

Insurance

The Contractor shall, at his/her own cost and expense, obtain and keep in force during the term of the contract Public Liability insurance in an amount not less than \$1 million for each occurrence. Such insurance shall be carried jointly in the name of the Contractor and "The Ottawa Folk Festival, its agents and employees." Proof of the coverage must be provided to the Ottawa Folk Festival upon execution of the contract.

Loading in and setting up on the Festival Site

Prior to the festival, load in and set-up times will be arranged with each Contractor. Contractors will load material onto the site one at a time, in accordance with the schedule arranged in advance with the Site Operations Manager. Contractors must adhere to the scheduled times as arranged in advance.

Load-in of Supplies during the Festival

During the Festival's operating hours, some Contractors may need to bring food and/or supplies onto the site. Please note that designated security personnel MUST be on hand during the load-in. There will be no exceptions to this. We cannot allow ANY vehicles on the site during the Festival, therefore contractors must bring their own carts or trolleys in order to transport their supplies from the parking area to their space. Designated vehicle load-in times (before the gate opens) may be arranged.

Menus

In order to protect exclusivity arrangements with the various Contractors, each Contractor must submit their menu on execution of the contract, 2008, and the Festival must approve the menu. Changes to the menu may be made only by mutual agreement between the Festival and the Contractor.

The vendor must use the water supplier designated by the Ottawa Folk Festival and no other water may be sold.

Re-usable Plate Program

In order to continue with our environmental mandate, our re-usable plates and cutlery are mandatory, and no disposables can be used.

No Overnight Camping or Pets

No overnight camping is permitted on site. Pets are not permitted on site.

Security and First Aid

Volunteer security and First aid personnel will patrol the site during the Festival's hours of operation, to ensure the safety and security of everyone at the Festival. Paid security officers will patrol the site overnight. The Festival shall not be held liable for any damaged, lost or stolen items at any time throughout the festival, including items left in the food court. Contractors must be properly insured. There will be a First Aid tent located near the main entrance to the festival site. Emergencies shall be reported to Festival staff or security personnel.

Signs

The Contractor shall provide all signage at his/her expense and subject to the approval of the Festival.

Production Associate

Prior to the festival, you will be given the name and contact information for the Production Associate. While on the festival site, please address any problems, questions, or concerns to the Production Associate.

Sponsors

The Festival reserves the right to authorize Festival sponsors to sell or distribute freely their products during the festival, at any time and location set by the Festival. The Festival also reserves the right to impose sponsor exclusivity and/or pouring rights on the Contractor.

Enclosures

The Ottawa Folk Festival will supply all tents, unless the Contractor is using a trailer that is to be pre-approved by the Festival. All tents will meet Government and safety regulations. The cost for tent rental is included in your contractor fees as specified in the attached schedule of fees. All tents will be supplied with a fire extinguisher and will meet City of Ottawa Fire regulations.

Term

The Contractor will perform the services and meet obligations, in accordance with the terms of this agreement, for the period from August 14th, 2008 to August 17th, 2008 plus set-up and teardown days, according to the Festival's schedule.

Termination of Contract

In the event that the Festival terminates the contract, the Contractor shall cease to occupy and carry on business, and the Contractor shall vacate the premises during non-operational hours or as specified, in writing, by the Festival. No refunds will be given if the contract is terminated.

Terms of Payment

All fees are due upon signing of this contract (no later than **July 15th, 2008**). This fee is due as follows and is to be paid by three separate cheques:

- Cheque 1 - The first 50% of the Contractor fee (plus GST) is due upon signing of this contract (no later than **July 15th, 2008**). Concessionaire spots will not be held without 50% of the Contractor fee being paid in advance. Please note that this 50% of the Contractor fee is non-refundable. In the case of cancellation or termination, this fee will be considered an administration fee and will not be refunded. .
- Cheque 2- the remaining 50% of the Contractor fee (plus GST) is due no later than **July 15th, 2008**.
- Cheque 3 - The site deposit of \$100 is due no later than **July 15th, 2008**.

Vending Licenses

The Contractor is entirely responsible for obtaining the necessary vending licenses to sell on-site.

Weather

Expect hot weather and sun during the day. As the festival site is right next to the Ottawa River, evenings can be quite cool. Bring sunscreen, hats, insect repellent and drinking water to the site. Be prepared for rain.

Miscellaneous

Nothing in this agreement shall be interpreted as making the Contractor an agent of the Festival.

