

BOOTS AND HEARTS MUSIC FESTIVAL

August 4th – 7th

2016

TERMS AND CONDITIONS

Applicants must complete (in full) the online application for their vending opportunity. Incomplete applications will not be considered.

THIS APPLICATION IS NEITHER AN OFFER OR GUARANTEE OF SPACE

- A successful application one year does not guarantee booth space at future Boots & Hearts Festivals.
- Application deadline is 5PM EST on January 30th, 2016 and is subject to availability.
- If accepted you will receive an email notifying you of your available vending space. Once you have received this acceptance email you have until February 28th to go online and purchase the services that you require. Failure to purchase services by the deadline will forfeit your application and your spot will be awarded to another vendor.
- Vending location will be determined by Boots & Hearts Management and is subject to change before or during the festival.

COSTS:

Republic Live is thrilled to take Boots & Hearts to the next level by going completely cashless in 2016! Fans will be able to load money on the RFID wristbands and make purchases site wide by simply tapping their wristband at the point of sale.

Some of the benefits to going cashless include:

- No need for float money or managing money onsite
- Faster and more efficient sales transactions
- Current sales reports, just a click away

You will be provided with an RFID point of sale system on site that will come pre-programmed with your entire menu. Festival Management will book you in for on site training prior to opening so you are ready to receive fans the minute they start flooding the fields.

SITE FEE

\$2,000 flat fee plus a gross revenue split. Republic Live keeps 20% of gross vendor sales and vendors keep 80%.



Additional add on infrastructure costs are as follows:

POWER

15amp 120V Standard	20amp 125/250V Twist Lock Plug	30amp 120/250V Twist Lock Plug	50amp 120/250V RV/Trailer Plug Twist Lock Plug/ Stove Plug
\$120.00	\$200.00	\$350.00	\$450.00

WATER

Pressurized Water Hook up	Grey Water Tank 300 gallon*	Vendor Pump out (each) *
\$275.00	\$270	\$100.00

REEFER

Reefer Rental 2'x8' -fridge only
\$350.00

*These items can only be requested once the vendor arrives onsite and the fee will be deducted at settlement

STAFF CREDENTIALS & ALLOCATIONS:

- The following credentials will be issued, at the discretion of festival management:
 - A maximum of 12 staff wristbands per vending location
 - 1 – 2 vendor campsites
 - Camping locations will be determined by Boots & Hearts Administration
 - Power and water will not be provided for camping site
 - The use of small Portable generators of 3KW or less will be permitted at campsite only. Vendors must comply with all rules and regulations that govern the general camping areas.
 - Complimentary shower facilities in vendor camping
 - Designated Vendor parking for 1-2 vehicles.



POP, WATER AND ICE:

The sale of alcoholic beverages of any kind is strictly prohibited. Permission for vendors to sell pop and water by will be determined closer to the event. If the sale of bottled water and pop is permitted it will be provided by the festival and purchased from the festival.

ADDITIONAL VENDOR PASSES:

A maximum of 4 additional vendor passes can be purchased for \$269+HST each. These will be available at the discretion of the Festival Management. Vendor passes may only be used for staffing your vending location and may not be used for regular event entry.

HOURS OF OPERATION:

Festival Grounds

Thursday	5:00pm – 2:00am
Friday - Saturday	12:00 pm - 2:00 am
Sunday	12:00 pm - 11:00 pm

Camp Grounds

Wednesday	10:00 am – 4:00 am
Thursday - Sunday	7:00 am - 12:00 pm 10:00 pm - 4:00 am

FESTIVAL POLICIES:

- FESTIVAL OPERATES RAIN OR SHINE.
- Vendors load in times will be assigned by festival management.
- No vendor may exceed pre-approved, contracted foot print. This includes signage and décor.
- All vendors must adhere to direction during load in, be lined up evenly with their neighbors & comply should Festival Management need to move them for any reason.
- Vendors load in times will be scheduled in advance and will be firm. Failure to arrive at your scheduled load in time may result in extended wait times.
- All additional equipment (Reefers, Trailers, Vans, BBQs etc.) must be declared on your application. Failure to do so may result in the equipment being turned away if Festival Management is unable to accommodate.
- No space sharing, subletting, or reassignment of contract will be permitted.
- All Vendors must be 100% operational by 4:00PM on THURSDAY August 5th, 2016.
- Vendors are permitted to vend only from the location provided them by Boots & Hearts.
- Vendors may not advertise outside of their booth space including the use of flyers, flags, banners and sandwich boards.

- Vendors will not be permitted to accept cash for any purchases on site.
- Festival will provide a 10x10 tent space for Food Booth vendors.
- Festival will provide exterior signage to Food Booth vendors. Interior menu signage must be provided by vendor and be professionally produced.
- Festival will provide designated garbage drop areas for vendor waste.
- Festival will provide designated recycling drop areas for vendor recyclables.
- Festival will provide designated grease disposal units.
- It is the responsibility of each vendor to look after their own garbage, recycling, grease and other waste removal. Failure to do this properly may result in forfeiture of damage deposit.
- Each vendor must remain open and sufficiently staffed within the timeframe represented on the “Hours of Operation”, unless otherwise instructed by Festival Management.
- All electrical hookups must be CSA approved.
- Food Vendor’s booth/trailer:
 - Must be clean and in good structural condition.
 - Final booth setup and display are subject to approval by Festival Management.
- Vehicular traffic to your booth will not be permitted during operating hours. Delivery hours will be determined closer to the event.
- General overnight security is provided for the duration of the Festival. However, all items left overnight by vendors are left at their own risk. Vendors may contract security staff for their space directly through Festival Management at the rate of \$40/hr.
- Your booth space must be fully vacated by 11AM, Monday August 8th, 2016.
- Vendors must take all pieces of their booth with them, leaving their booth area clean.
- Vendors who fail to comply with booth cleanup will not receive their deposit back. Those who leave their space clean will receive their deposit with final settlement, no more than 72 hours after the close of the event.
- Vendor employees must wear their vendor wristband at all times.
- Vendor wristbands are non-refundable and may only be shared amongst incoming and outgoing vendor staff. Any vendor found to have sold/contested either wristbands will be immediately evicted from Boots & Hearts with no refund of deposits.
- The use of megaphones, bullhorns, flashing/strobe lights, speakers or other amplifiers will not be permitted.
- No music may originate from the vending space.
- No distribution of promotional materials or brand display of any kind besides direct signage.
- Food truck signage may not integrate any brand besides the truck itself.
- Vendors must use biodegradable utensils and service items.
- No sampling.

- No gaming.
- Each vendor must provide their own approved fire extinguisher in order to operate. Inspections by the Oro-Medonte Fire Department will take place prior to Friday gates.
- No pets of any kind.
- No smoking within the vending space.
- No use of Boots & Hearts logo pre or post festival.
- Vendors and staff must not consume or be under in the influence of alcohol or illegal substances while in their vending space.
- Only items listed on your vendor application and approved by Boots & Hearts may be sold and at the agreed upon price.
- Vendors are not guaranteed exclusive rights to sell any particular item.
- Boots & Hearts reserves the right to specify that certain items cannot be sold. Sponsorship restricted items will be communicated closer to the date of the festival and all vendors must adhere to these restrictions.
- The sale of tobacco and tobacco related items are strictly prohibited.
- All vendors making sales to the public are responsible for collecting and submitting their own HST.
- Vendors may not sell any item with the Boots & Hearts logo or Boots & Hearts word mark, any sponsor logo, contractor logo or any item with the name or image or any band or performer playing at Boots & Hearts.
- Photographers and videographers will be onsite to document the Boots & Hearts Festival. Many of these images will be used in the future for promotional purposes. By attending Boots & Hearts, you are giving up rights you may have with regards to these photos and will be deemed as having given permission for use of the same. This includes, but is not limited to, Photos, Videos and Audio. As the attendee you grant Boots & Hearts, its employees, contractors and all media the right to record, film, tape and photograph for the purposes of promotion and media coverage for the festival. This will include all forms of media including, but not limited to, broadcast, print, email and website usage.
- Failure to comply with rules set forth by Republic Live Inc. and Boots & Hearts will result in the immediate eviction from the premises with no refund of any deposits paid.

HEALTH AND SAFETY:

- Vendors must comply with Ontario Regulation 562 Food Premises under the Health Protection and Promotion Act. Non-compliance will result in the immediate closure of your booth.
- All Food Vendors MUST use food grade hose for all water hookups. Non-compliance will result in the immediate closure of your booth.
- All vendors including tented vendors must have an approved fire extinguisher at their booth; vendors will not be allowed to operate without one.
- Health Inspector and Fire Department will regularly inspect all vendor booths and trucks.

- All approved food vendors must submit their Simcoe Muskoka Health Department Vendor Application to Boots & Hearts by March 1 2016.
- Vendor is responsible for their own insurance for Fire, Theft, Vandalism, etc.
- Vendors must provide Boots & Hearts with a general liability insurance certificate with minimum coverage of \$2,000,000. Republic Live Inc. and Burl's Creek Event Grounds, Ltd. must be named as an additional insured. Company shall, at its sole expense, procure and at all times maintain during the Term and at all times while Company or any person employed by it or acting on its behalf is using or occupying the Premises or any part thereof, all of the following insurance: (i) Commercial general liability insurance with a limit of not less than \$1,000,000 per each occurrence and \$2,000,000 in the aggregate; (ii) to the extent applicable, workers' compensation insurance with statutory benefits as required by any provincial or federal law, for which Company shall provide Promoter with its Ontario Workplace Safety and Insurance Board employer number so that Promoter can obtain a clearance certificate or other form as applicable as evidence of coverage prior to being granted access to the Premises, and if Company is exempt from the statutory requirement to provide workers' compensation insurance, Company must provide a copy of the provincial exemption certificate or a representation letter from a company officer stating it is exempt and will take full responsibility and indemnify Promoter for any work-related injuries or death of its employees, personnel and agents; and (iii) to the extent applicable as it would pertain to the Services, business auto liability insurance for owned and non-owned vehicles with a limit of not less than \$1,000,000 per occurrence. Vendor will not be allowed to set up or operate without having furnished this certificate by April 15th, 2016. The addresses for both additional parties are below:

Burl's Creek Event Grounds, Ltd.

366 Bay Street, Suite 1100
Toronto, ON, M5H 4B2

Republic Live, Inc.

366 Bay Street, Suite 1100
Toronto, ON, M5H 4B2

ACCOMMODATIONS:

Vendors will have access to on-site camping spot(s) for their personnel. All campers must abide by the camping rules and regulations posted on the Boots & Hearts website.

INDEMNIFICATION:

The Vendor shall hold Boots & Hearts Festival, Republic Live Inc. and Burls Creek Event Grounds Ltd. harmless from any damage, expense or liability in connecting with their vending space, agents or employees, whether or not such actions occurred in their vending space, on the Burls Creek Event Park grounds or elsewhere.

In the event that any provisions of these terms, conditions and rules shall be found to be illegal or otherwise unenforceable, the balance of these terms, conditions or rules is not contained herein. No waiver or permitted variation of any provision hereof shall be taken to permit any



future waiver or variation of such provision. The Vendor hereby consents to the use of any pictures or other images by Boots & Hearts or Republic Live Inc. in the subsequent promotion of this festival or any other event by Republic Live Inc.

Nothing herein shall be construed as constituting the Vendor and Republic Live Inc. to be partners, joint ventures or agents of one another. The Vendor has read and understands the Rules and Regulations and understands that this application and the contract resulting from it will be subject to the Rules and Regulations. This contract and any dispute that may arise here from shall be interpreted and governed in accordance with Ontario law. The parties hereby irrevocably attorney to the jurisdiction of the Courts of the Province of Ontario, it being the intention of the parties that all disputes shall be settled by the Courts of the Province of Ontario applying the laws.

The Boots & Hearts Festival and Republic Live Inc. reserve the right to change, modify and/or update the this document at any time. All successful applicants will be notified of any changes via email. Thus far no significant changes are planned for 2015.

Successful applicants will receive a vendor packet containing necessary info in regards to move- in times and procedures.