

January 24, 2009

Dear Vendor,

We are now busy planning our 15<sup>th</sup> festival and invite your application to participate. The Festival takes place **August 20-23, 2009** and is anticipated to draw the usual attendance of well over 25,000 people. Festival highlights include: expanded live entertainment (now 3 stages), an expanded midway, Iron Chef Grill-off, a Cruise Night, and our newest – Artisans On Talbot!

Each year, the Iron Horse Festival features such attractions as: Rib-fest, Iron Chef Grill-off, loonie bingo, community displays and Crafts and Exhibits, Midway, and one of the best concert schedules available.

There is also a large tented area that we call "Kid's Junction" devoted entirely to the kids and their parents to enjoy face painting, coloring, entertainment, story time and participatory crafts.

All of our entertainment is free of charge to the public! We have three stages featuring the best live entertainment in the region. Last year's full house performances by Hell's Bells, a leading AC/DC Tribute band plus Canada's Leading **Elvis Tribute Act** and St.Thomas' own! - Roy Leblanc.

Enclosed you will find more information concerning vendor requirements including: location, dates and times. ***(Note: All sites will be sold on a first come, first served basis and space is limited! – If you are unsuccessful, we will keep you on file for future reference).***

The Festival is always looking at the many possibilities to improve our event. Each year the Festival considers our existing database of current vendors and tries to secure new, clean, appealing and interesting food vendors that will compliment our event. If you feel that your company has something to offer please submit your vendor package and include some additional photos highlighting your capabilities.

If you have any questions, please contact the Iron Horse Festival at 519-633-2535, and please ensure you return your contract and payment to the address that is shown in the information package.

Yours Truly,

Jayden Abel  
President

Email: [vendors@ironhorsefestival.com](mailto:vendors@ironhorsefestival.com)



# VENDOR APPLICATION FORM

<b>VENDOR NAME</b>			
<b>CONTACT PERSON</b>			
<b>ADDRESS</b>			
<b>CITY</b>		<b>PROVINCE</b>	
<b>EMAIL</b>		<b>POSTAL CODE</b>	
<b>PHONE</b>		<b>FAX</b>	

We hereby contract to exhibit in the Iron Horse Festival, and have read all the Vendor Information Package. I understand and agree to adhere to the requirements set out, in exchange for my participation. I also acknowledge that the Festival reserves the right to approve my application only if such space is available and that I have proven to meet the standards as set out in the information package and approved by the Festival.

DESCRIPTION	2009 Fee (prior to May 29, 2009)	2009 Fee (After May 29, 2009)	QUANTITY	BOOTH FEE (price x Quantity)
<b>BOOTH SPACE</b>				
Food Vendor (18' x 20' max. size)	\$ 550.	\$600.		
Exhibitor (10'x10')	\$ 125.	\$150.		
Not for Profit (10'x10') info only (\$50 refundable deposit required)	free	free		
<b>BOOTH ACCESSORIES</b>				
Hydro - 1 outlet - 15 amps		\$25.		
Hydro - 2 outlets - 15 amps		\$50.		
Hydro - 1- 220V - 30 amps		\$60.		
Hydro - 1-220V - 40 amps		\$80.		
Hydro - 1-220V - 60 amps		\$100.		
Table - 8 ft plywood table		\$25.		
<b>TOTAL</b>				

**VENDOR INFORMATION:** products to be offered (include anticipated pricing) \_\_\_\_\_

Non-compliance with or violation of any and all requirements and limitations listed in the Vendor Information Package will result in your booth being shut down for the remainder of the festival without a refund of your fees.

**RELEASE OF INFORMATION WAIVER** - Upon acceptance into the show I agree to the release of my name and/or photographs for use in current or future promotional publications, articles, advertising, etc., in connection with the Iron Horse Festival. I have read, understand and agree to abide by all parts of the terms of agreement, and acknowledge that violation of any part may result in immediate expulsion from the festival with no refund of fees. In consideration of acceptance of this application, I hereby, for myself, my heirs, executors and administrators, waive, release, and forever discharge any and all claims with rights for damages which may hereafter accrue to me against the Iron Horse Festival of St. Thomas, their respective officers, agents, representatives, successors and /or assigns, for any and all damages and liabilities which may be sustained and suffered by me in connection with my said association with, or entry and/or arising out of my traveling to, participating in, and return from the Iron Horse Festival.

<b>X</b>	<b>Date</b>	<b>X</b>	<b>Date</b>
<b>Signature of vendor</b>		<b>Signature of Vendor Coordinator</b>	

OFFICE USE ONLY				
DATE RECEIVED	STATUS OF APPLICATION		TYPE	BOOTH NUMBER
	<b>ACCEPTED</b>	<b>REJECTED</b>	<b>F E NP</b>	

## **LOCATION:**

- Downtown St.Thomas, Ontario – on Talbot Street between Elgin Street and St.Catherine Street

## **DATES & TIMES:**

Thursday, August 20 <sup>th</sup> :	11:00 a.m. to 10:00 p.m. (later - optional)
Friday, August 21 <sup>st</sup> :	11:00 a.m. to 10:00 p.m. (later - optional)
Saturday, August 22 <sup>rd</sup> :	11:00 a.m. to 10:00 p.m. (later - optional)
Sunday, August 23 <sup>rd</sup> :	11:00 a.m. to 5:00 p.m.

## **SET-UP:**

Wednesday, August 19 <sup>th</sup> :	5:00 p.m. to 10:00 p.m.
Thursday, August 20 <sup>th</sup> :	8:00 a.m. to 10:00 a.m.

- Set-up must be completed by this time in order to ensure safety for our customers. All vehicular traffic will need to be removed from the show area by 10:00 a.m. Thursday morning.
- **Under no circumstances will the Fire Lane be blocked during set-up!**
- You must be prepared to have your booth intact for all four days of the show. Under no circumstances should you close down your booth during show hours without first consulting the Vendor Coordinator.

## **TEAR DOWN:**

Sunday, August 23 <sup>rd</sup> :	5:30 p.m. to 10:00 p.m.
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- At the daily close of the show, vehicles are not allowed onto the street until one half hour after the show closes. This is to allow visitors an opportunity to safely leave the show. Exhibitors will be responsible for own site cleanup.

## **EXHIBITOR'S INFORMATION PACKAGE:**

- An information package has been developed to provide you with all the pertinent information about the show, the festival, and the location of your booth. Included will also be your receipt for your booth and information regarding local bed & breakfast establishments, motels, inns, and campgrounds. This package will be sent to you after you have completed your registration, and you have been accepted into the Festival.

## **PROMOTION:**

- Early applicants may be featured in our Event Guide as part of an editorial type section highlighting the quality and variety of exhibitors at the festival. **(If you are interested in participating please provide a small article about who you are and the products you offer.)**
- Show promotion will be carried out using all available methods of media

## **FORMAT:**

- The Iron Horse Festival is striving to provide the highest quality exhibition available. We feel that in order to complete this objective, we require the support and active participation of our exhibitors. Your staff and display are a direct reflection of your business and our Festival.

## **PERSONNEL:**

- All booths must be adequately staffed during show hours.

## **SOUND / NOISE:**

- All vendors must have an equal opportunity to present their goods and services without the distractions from neighboring vendors. Undue sound / noise as determined by the show coordinator will not be tolerated.

## **GARBAGE AND CARDBOARD:**

All cardboard boxes must be broken down, bundled and set aside for pick-up by the Festival Site Crew. Any additional garbage is to be placed into large plastic bags and set aside for removal.

## **SECURITY:**

- Security will be provided Wednesday, Thursday, Friday and Saturday night after show hours enabling you to leave your booth set-up. However most exhibitors may choose to pack and remove their merchandise at the end of each day. You are responsible for your own theft and liability insurance.

## **VEHICLES:**

- Vehicles will not be allowed into the closed Festival area until after operating hours to deliver or remove goods.
- Vendor Parking is available near by on a first come first served basis. You must comply with the city parking signs.

## **TENTS / TRAILERS:**

- Please indicate space requirements and submit a recent photo of your booth for approval.
- City of St.Thomas indicates that there is not to be any staking/anchoring of tents anywhere in the festival. Tents must be secured by counter balancing props or weights. If you have any questions, please do not hesitate to contact us. **No staking will be allowed!**
- Tents to be constructed of flame-resistant material and must have documentation to prove in case of inspection by fire department officials.

## **PROPANE:**

- If propane is required, the vendor can make arrangements for a propane dealer to deliver prior to opening each day. (St.Thomas Dealer - Dowler Karn 631-3810) or (St.Thomas Rent-All 631-5450, for 100 lbs. Tanks)

## **COMPLIANCE REQUIREMENTS: (food Vendors only)**

- Attached you will find **MANDATORY** compliance requirements from the Elgin St.Thomas Health Unit. **Please return the completed forms with your application.**
- Mandatory Inspections will be scheduled by the Health Unit Thursday morning prior to opening.
- The Health Unit may do another inspection during the event.

## **ELECTRICAL REQUIREMENTS:**

- All equipment/extension cords must meet the approval of the **Electrical Safety Authority**. All booths requiring Hydro are subject to an inspection by the Electrical Safety Authority. Direct entries into electrical boxes are **NOT** allowed. The committee does **NOT** supply extension chords. Generators are allowed for emergency measures only and on the advice of the Risk Management/Site Logistic Committee Chairperson.

## **BEVERAGE SALES: (Food Vendors only)**

- The Festival may offer bottled COLA & WATER beverage sales on-site to vendors wishing to sell at their booth. The Festival will identify which product, if any, will be offered in the Exhibitor's Information Package, and ask that you submit an initial order estimate. You will only be allowed to sell the beverages that the Festival offers unless otherwise approved in your Vendor Application (i.e. lemonade, coffee, etc) If the vendor offers beverages that have not been approved, they will be asked to remove the beverages from the Festival otherwise the Vendor will be closed and asked to leave the Festival upon close of the day.

## **VENDOR SPACE:**

- Please note that booth sizes are approximate and we cannot guarantee that all booths will be exactly as listed. We thank you for your understanding.
- Pursuant to all applicable regulations **All** booths must have an approved **fire extinguisher** in their booth.
- All vendor spaces will be sold on a first come first served basis. Please be sure to return your contract as soon as possible in order to reserve your space.
- Hay, straw, shavings or similar combustible materials shall not be permitted within or around tents.
- Smoking and open flame devices shall not be permitted in a tent.

## **BOOTH LOCATION:**

- Location of booths will be the responsibility of the Festival Site Logistics Committee and Risk Management Committee. If you have a preference, please indicate it on your application, as the Festival will try to accommodate as best as possible.
- Booth locations may not be changed without written permission of the Coordinator. Any disagreement that arises will result in the vendor being asked to leave the park for the duration of the festival. There will be NO refund of booth fee.

## **CRITERIA FOR ACCEPTANCE:**

- Admittance to the Iron Horse Festival will be determined solely by the Iron Horse Festival Committee. The criteria for acceptance includes but is not limited to compliance with all dates and regulations in this agreement, presentation and appeal of booth or display, previous relationship with Iron Horse Festival, date of application. The committee reserves the right to limit the number of booths selling a particular item. A letter of acceptance will be sent to all those who are successful in the application process for the 2008 Iron Horse Festival.

## **INSURANCE:**

- The Iron Horse Festival is insured against liability and property damage. Vendors are responsible for their own materials and therefore must carry their own insurance. Please attach a proof of insurance form with your application.
- All applicants **must** submit a **Certificate of Insurance** naming the Iron Horse Festival of St.Thomas as an additional named insured in the amount of \$1,000,000. The minimum requirement for food vendors is \$2,000,000 GENERAL LIABILITY POLICY.
- The Certificate of Insurance **must** be submitted at the time of application. All applications that do not have this certificate will not be considered and will be returned to the applicant.

## **NO CERTIFICATE OF INSURANCE – NO ADMITTANCE INTO THE FESTIVAL.**

**“The Vendor shall indemnify and save harmless Iron Horse Festival of St.Thomas, their employees, volunteers, agents, the property owners, and management, etc. from all claims for the loss, damage, or injury to persons or property caused to the vendor, his employees, or agents through any wrongful act, neglect, or default. Iron Horse Festival, their employees, volunteers, agents, the property owners, management, etc; shall not be liable to the Vendor, his employees, agents, or customers for any personal injury or damage to property. Everything brought to the show premises by the Vendor, his employees and agents or customers, shall be entirely at the risk of the Vendor or others for any loss or damage in accordance with Canadian Insurance Laws. The Vendor shall be responsible for the insurance of his own property.”**

*Please retain the Terms & Conditions for your records*

**ENTRY FEE:**

- A non-refundable cheque in **the amount stated per your completed contract** plus any additional charges must accompany this completed contract to secure a spot at the event. Registration fees are for base rent of booth space and may include water and/or electricity (if required & available).

**CLEAN SITE DEPOSIT FEE: (Food Vendors)**

- The Clean Site Deposit cheque of \$100 will be returned to the vendor by the Vendor Coordinator if the site is considered to be in satisfactory condition on Sunday August 23, 2009 prior to leaving the Festival site.
- Booth maintenance and site clean up are the responsibility of the lessee. For those using charcoal, please bring proper containers to dispose of hot coals. Financial penalties will be assessed by the Iron Horse Festival Committee for non compliance.

**PAYMENT OF SPACE:**

- Exhibition space must be paid for in full under the terms of the exhibition space contract. Under no circumstances is the space to be sublet. A canceled or processed cheque confirms your space in the show.  
**Any check returned by the banks due to insufficient funds is subject to a \$30.00 charge.**

**REFUNDS**

- SCHEDULE OF CANCELLATION FEES (Percent returned of original submission)
  - 100% before July 1, 2009
  - 50% July 2 to August 1, 2009
  - 0% after August 2, 2009

**NON COMPLIANCE WITH ANY OF THE ABOVE WILL DICTATE NONACCEPTANCE AND/OR BEING REMOVED FROM THE FESTIVAL SITE WITH NO REFUND.**

**QUESTIONS or COMMENTS:**

- If you should have any questions, please contact the Iron Horse Festival at 519-207-4000 or FAX your queries to 519-207-4001.

**APPLICATION CHECK LIST:**

**Before** you mail or deliver your application, please ensure that it contains the following:

- A signed Vendor Agreement (including the MANDATORY compliance requirements from the Elgin St.Thomas Health Unit)
- Copy of insurance coverage (with Festival named as an additional insured)
- A cheque for the amount stated in your agreement
- A photo of your typical booth setup (include tent/trailer if required)
- A self-addressed, stamped envelope. (Minimum size is#10)

**Yes**, I want to be included in the Festival’s Program and have included additional editorial and photos for insertion.

**Yes**, I would like to be contacted about other advertising options available within the Festival Program.

**PLEASE SEND ALL CORRESPONDENCE AND CHEQUES TO:**

Iron Horse Festival  
P.O. Box 20094  
St.Thomas, Ontario  
N5P 4H4

Attn: Vendor Coordinator

## Special Bonus Rebate

As an added bonus, a **fifty dollar (\$50.00)** rebate will be given to any returning, **accepted vendor**, limited to the total of their own vendor fee, for every new (accepted) vendor that they recruit to the Iron Horse Festival.

This rebate is given upon the condition that this new vendor is accepted by the Committee and that they sign up and participate as a vendor at the 2009 Iron Horse Festival.

Rebates are given on a one time only basis for the 2009 Festival and are upon the condition that both vendors are accepted and participate in the 2009 Festival. Rebates will be given to returning vendors only, for recruiting vendors who have not participated in the Iron Horse Festival in previous years.

The Rebate will be paid to the (recruiting) returning vendor at the close of the Festival, Sunday August 24<sup>th</sup> at 5:00 p.m.

***The following is to be filled out by the new, recruited vendor and is to be returned along with their application.***

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We \_\_\_\_\_ (New Vendor) are a first time vendor recommended by vendor \_\_\_\_\_(name) \_\_\_\_\_(booth name).

If accepted \_\_\_\_\_ (booth name) will receive the agreed rebate of \$50.00.

### **Fine Print**

Rebates are given on a one time only basis for the 2009 Iron Horse Festival and are upon the condition that both vendors are accepted and participate in the 2009 Iron Horse Festival.

Rebates will be given to returning vendors only, for recruiting vendors who have not participated in the Iron Horse Festival in previous years.