

DIWALICIOUS Indo-Canada Arts Council
PO Box 30111 Cityside Postal Outlet, Mississauga. L4Z 0B9
www.canadadiwali.ca
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Vendor Application @ DIWALICIOUS – Taste of Diwali:
(Please complete all sections of this Application Form and return to coordinator
in **duplicate** for submission with the Organizer.) **October 21 & 22, 2023**

PAYMENT TERMS:

Mode of Payment:-	Payment Schedule:-
Cashiers Check /bank draft in Favor of “Indo-Canada Arts Council”	50%+HST on application
	50%+HST by Sep 30, 2023

Vendor Profile: DIWALICIOUS – Taste of Diwali @ Mel Lastman Square

Name & Style of Vendor _____

Address _____

Pin Code _____

Contact Person _____ Designation _____

Mobile No. _____ Phone: _____ Fax _____

Vendors Manager/ Representative _____

Email: _____ Website: _____

Description of Exhibits	Please provide full information on the range of products	

Vendor Participation Fee:

Profile:

Date / Day:

Price:

Food Truck: (Stand Alone).	21 Oct, Saturday: 12-10 PM	1000.00 + taxes & City Permit Fees.
Food Truck: (Stand Alone).	22 Oct, Sunday: 12-7 PM	750.00 + taxes & City Permit Fees.
Food Truck: (Stand Alone)	Both Days: (Sat & Sun)	1500.00 + taxes & City Permit Fees.
Food Booth Space: (Tent not provided)	Both Days: (Sat & Sun)	3000.00 + taxes & City Permit Fees.

* Above is the registration fee only and does not include the cost for tent, tables, chairs and power ADD \$ 250 for tent, two tables, two chairs and 1 power outlet of 15 amps. ADD \$ 250 for every additional 220Volts power outlet.

10x10 Merchandise Vendor: (Diwali Bazaar – Tent Not Provided) Both Days: (Fri & Sat) 1000.00 + taxes & City Permit Fees.

ADD: Vendor Licensing Fee \$ 75. Vendor Permit Fee 75. Vendor Insurance Fee \$ 125

Applied Dates AND Number of Booths:

<u>DATE</u> <u>ADVANCE</u>	<u>NO: OF STALLS</u>	<u>RATE</u>	<u>AMOUNT</u>
Saturday – Oct 21 _____	_____	_____	_____
Sunday – Oct 22 _____	_____	_____	_____
Saturday & Sunday _____	_____	_____	_____
Booth Package _____	_____	_____	_____
			TOTAL

We understand that the contract is binding on the part of the applicant upon receipt by the organizer and that an invoice for the value of the contract will be forwarded to us. We have also read the General Conditions for Application, and accept the terms of this Application & Contract (given overleaf) & undertake to observe and to be bound by them.

Signature of Principal/Director _____ Company Seal _____
Date _____
Place _____

An authorised officer of the Organizing Company must sign this form. The General conditions printed overleaf are incorporated as part of this Application & Contract.

Office use only: -

Allocation _____ Area _____ Accepted by _____
Ref _____ Total Cost _____.

Remarks :

TERMS & CONDITIONS

1. In these conditions the Vendor means the signatory of this application and includes all employees or agents of such and the term Festival means that described on the brochure by the Organizer. In case of "Joint participants " howsoever described the Vendor is deemed to have obtained the consent of all the individual participants to all the conditions of this contract.
2. When payments for space are not made when due, the Organizer reserve the right to charge interest on any overdue amounts at 15%, any previous deposit may be forfeited and the space reallocated by the Organizer. Any loss incurred by the Organizer arising thereon must be paid by the Vendor.
3. Applications for space must contain details of the proposed exhibit and the names of any other company represented by the Vendor whose products are to be shown on or whose services are to be referred to on the stand.
4. The charge for space is exclusive of HST or any taxes levied by the Provincial or Federal Government of Canada. It is based on current rates of pay, rents, charges and exchange and will be subject to alteration in the event of any change therein. A notice signed by the Organizer and sent by recorded delivery to the address on the application form shall be sufficient notice of such amendment to the contract, which shall otherwise remain binding in all respects.
5. The Organizer shall have full power to determine to every respect the allocation of area and position of space and they shall be entitled for any reason which in their sole opinion is in the general interest of the Festival to vary the general layout or the situation and area of any particular stand even if already allotted space and the Vendor shall accept such new allotment of space in substitution of that originally allotted.
6. Upon receipt of this form a contract shall arise between the Organizer and the Vendors claims against him and damages sustained by the Organizer.
7. Every Vendor shall occupy the space allotted by 2.00 pm, or as specified on the day of the opening of fair. In the event of default from any cause whatsoever the Vendor shall pay to the Organizer a further sum in liquidated damages equal to the total charge for the space and the organisers shall have the right to deal with the space in any way they think best.
8. In the event of any Vendor committing an act of bankruptcy or if a limited company being wound up the contract with him shall be determined and all monies already paid shall be retained by the Organizer.
9. Vendors may not assign, sublet or grant neither licenses in respect of any part of the space allotted to them nor may advertisements of firms who are not bona fide Vendors be exhibited on any stand. Only those products, services and companies mentioned on the application form may be incorporated in the stand.
10. Vendors will be totally responsible for the cost of restoring to its original condition any part of the land or structure occupied by them, which has been altered or damaged in any way.
11. The Organizer or/and Coordinator will not be responsible for the safety of any Vendor property of any Vendor, or any other person for the loss of or damage or destruction to same by theft, or fire or other cause whatsoever, or for any loss or damage whatsoever sustained by any Vendor, by reason of any defect in a building caused by fire, storm, tempest, lightning, national emergency, war, labor disputes, strikes or lockouts civil disturbances, explosion, inevitable accident, force majeure, or any other cause not within the control of the Organizer, whether ejusden generis or not or for any loss or damage occasioned, of by reason of the happenings of any such events the opening of the Festival, so prevented or postponed, or abandoned, or a building become wholly or partially unavailable for the holding of the Festival, The Vendor will be liable for third party claims arising from their own stand fittings and for their proportion of the shell scheme and furthermore for physical loss or damage to the basic shell scheme stand. As the Organizer or/and Coordinator will accept no responsibility for any of the matters aforesaid, the Vendors must cover themselves by insurance in respect thereof to any extent available.
12. In no events shall the Vendor have any claim for damages of any kind against the Organizer and/or Coordinator in respect of any loss or damage consequential upon the preventing or postponement, or abandonment of the Festival by reason of the happening of any or the events referred to in condition 13 or otherwise, or of the Festival venue becoming wholly or partially unavailable for the holding of the Festival for reasons beyond the control of the Organizer and the Organizer shall be entitled to retain all sums paid by Vendors, or such part thereof as the Organizer shall consider necessary, if in the opening of the Organizer, by re- arrangement or postponement of the period of the Festival, or by substitution of another hall or building or any other reasonable manner, the Festival can be carried through the contracts for space shall be binding upon the parties except as to the size and position, as to which any rectification, substitution or re- arrangement they consider necessary shall be determined by the Organizer. However, the non occurrence of the Festival or lack of organization, if due to any false commitments and neglect from the organizer, in that case the Vendor shall be at liberty to ask for complete refund on the amount / advance paid and the organizer's liability is limited to advance / participation charges received.
13. Stands must be properly manned and exhibits displayed during all the time the Festival is open to visitors, No exhibits may be removed before the end of the Festival without the written permission of the Organizer, which will only be given in exceptional circumstances. All exhibits and stand fitting materials must be removed from the Festival Building within the period stipulated by the Organizer. The Vendor shall indemnify the Organizer against any loss by reason of delay or damage to the Festival Building.
14. The Organizer reserve the right to make an additional charge to each Vendor equal to any amount charged to them for any services supplied, whether specifically ordered or not. The Organizer accepts no responsibility for breakdown or failure of any of the services provided for it in connection with, the Festival.
15. Breach of Contract and Withdrawal by the Vendor – Without prejudice to the right and remedies of the Organizer in respect of any breach of the Contract on the part of the Vendor the Organizer may at their discretion allow the Vendor to withdraw from the Vendor subject to the following conditions:
 - a. The Vendor must give written notice to the Organizer that he desires to withdraw and if the Organizer allow such withdrawal they will notify the Vendor of their decision in writing.
 - b. Any such notification by the Organizer to the Vendor will constitute a cancellation of the Contract Subject to the payment by the Vendors to the Organizer of a consideration for release from the Contract.
 - c. The amount of such payment will be specified in the Organizer notification to the Vendor and will be that proportion of the space rental payable under the Contact specified in the second column below which appears beside the date in the first column below upon which the Organizer receive the notification from the Vendor.
 - d. Upon payment of such amount to the Organizer by the Vendor (credit being given by the Organizer for all rental already paid by the Vendors) the Contract shall be cancelled and neither party shall have any further claim against the other.
16. The Organizer reserve the right to alter, add to, or amend any of these Conditions or not, the decision of the Organizer shall be final. No alteration, addition, amendment, or waiver to or of, these Conditions shall operate to release any Vendor from his contract.
17. Particular attention is drawn to the relevant Safety Standards, which must be strictly observed for any exhibits, which may involve a danger to the health, or safety of any person. No such materials may be brought into the Festival with out the prior agreement in writing of the Organizer and also the Vendor or person responsible agreeing to indemnify the Organizer against any claim or actions arising from the use or display of such materials.
18. An Vendors Manuals will be issued to each Vendor containing detailed instructions for the organization of the Festival. Further rules and regulations will be found therein and shall be deemed to form part of this Contract and shall be binding on the Vendors. Additionally the Organizer may at any time make further rules and regulations, having immediate effect, in relation to any aspect of the Festival.
19. Claims: The Organizer cannot accept any complaint or claim against them unless it is submitted in writing to the address given below within two weeks of the closing date of the Festival. All claims and disputes shall be settled at Ontario – Canada.

I/We understand that although the organizers of Diwali Razzmatazz 2023 intend to exercise their best effort to market and advertise the event, number of visitors to the event or sale of articles / items at the booth is not guaranteed by ICAC, and its Board members, the Executive Committee, the other organizers of DIWALICIOUS 2018, its sponsors, supporters or employees will not be held liable for any compensation whether monetary or otherwise for lack of attendance at the event or cancellation of the event due to weather or any other reason.

Date _____ Signature of Principal / Director _____ Place _____ Company Seal _____

An authorized officer of the vendor company must sign this Form. The Terms & Conditions printed above are incorporated as part of this Festival Contract.