

Food Vendor Application

On this page you will find all the information you need to apply to be a vendor, including Rules and Regulations, Price Structure, link to the Southwestern Public Health Food Vendor Package and the application form.

THE RULES AND REGULATIONS

- **Move-in and Location:** Move-in is Saturday, August 19, 2023, between the hours of 7 am and 10:30 am. Without exception, you must confirm your site location with Festival Management prior to setting up. We do not take site reservations or guarantee placement. Your location is allocated at the sole discretion of Festival Management according to a range of factors we must consider, including space made 'off limits' by the City of St. Thomas and to changes we make (e.g., Beer Garden, sponsor area placement). You will be assigned a location according to our plan; if you occupy a space not allocated to you, you will be required to move immediately, at your expense.
- **No product/service exclusivity:** Festival Management retains the sole right to determine the number and kind of vendors to which it rents space.
- **Footprint:** We need to know the exact dimensions of your vehicle or tent, plus the outside dimensions (footprint) of the space you require to operate effectively and safely. You may not exceed those dimensions. If we have space available, we may be able to accommodate you but doing so may entail additional charges. If your vehicle/equipment has a larger or significantly smaller footprint than indicated on your application, Festival Management reserves the right to take such action as it deems appropriate, including but not limited to relocation to another suitable spot (if available), levying additional expenses, or immediate termination of occupancy with forfeiture of rental fees and levying of such other expenses as are deemed appropriate.
- **Regulatory Agencies and Documents:** It is your sole responsibility to ensure that all regulatory standards and rules have been met, including the submission of all required documentation and applications to the

appropriate regulatory agencies. Furthermore, copies of all documents submitted and licences/approvals received must accompany this application (forward to railwaycitymusicandartsvendors@gmail.com).

- **All vehicles and equipment must meet all applicable regulatory standards as required under Federal, Provincial and Municipal Law.** Should your vehicle/equipment fail to meet and/or maintain these standards throughout the Festival, Festival Management may, in its sole discretion, terminate your Rental Agreement, retain any and all fees you may have paid and levy such other expenses and costs as are deemed appropriate.
- **Insurance:** You must provide, no later than August 15th, a certificate of insurance (in addition to the document required by the City of St. Thomas) showing Railway City Music and Arts Festival as an additional insured for the period of the festival, August 19th, 2023, with liability in an amount no less than \$2,000,000. Should you fail to provide this document by the required date, you will not be permitted to enter the Park, all fees you have paid will be forfeited and additional expenses and costs may be levied at the sole discretion of Festival Management.
- **No Credit:** All fees, costs, levies and any other required expenses must be paid in full to Railway City Music and Arts Festival and to all other regulatory and other agencies by the required dates. There will be no credit terms extended and no exceptions made. Failure to make such payments will result in immediate termination of your Rental Agreement.
- **There is No Smoking anywhere in the Park!** This is a Provincial law which we are required to uphold. Failure to obey may result in citations and fines levied by inspectors.
- **Food Trucks in the Park:** trucks are not permitted to move within the park except during the following times:
 - **Move-in on Saturday, August 19th, from 7 am to 10:30 am**
 - **After 7:00 pm Saturday evening.**

Should you attempt to move a truck within the park at a time other than those stipulated, Festival Management may, at its sole discretion, terminate your Rental Agreement immediately, retain all fees paid and levy such other expenses and costs as are deemed appropriate.

Space in the Park for one additional storage trailer may be acquired for an additional fee.

- **Utilities: Electrical and Water Services are provided by the City of St. Thomas. We are therefore unable to guarantee either its reliability or its continuation. The Railway City Music and Arts Festival accepts no responsibility or liability for early or unexpected termination of any utility for any reason.**

Utilities are limited to existing infrastructure. No additional services are available or will be permitted (this includes generators, pony panels, distro units etc.) Vendors will not overload services; if services are overloaded, damaged or in any way disrupted, the Vendor will be solely responsible for any and all costs associated arising from the repair and restoration of those services, including, but not limited to, loss of business and/or product, whether for themselves, other Vendors and/or the Railway City Music and Arts Festival.

Vendors must supply their own connectors/connections (cables, appropriate plugs, hoses etc.). All connections/connectors must meet all applicable regulatory standards, without exception.

- **Waste Management: We are committed to environmental sustainability. Consequently, the following regulations apply:**
 - **Solid Waste is streamed into categories:** Compostable, Recyclable, and Garbage. We provide a central depot with appropriately marked bins and containers for waste disposal.
 - **Grey Water/Grease/Oil Waste:** must be removed by the vendor and disposed of in accordance with all applicable regulatory standards. Failure to dispose of in the designated manner may result in issuance of a citation by City of St. Thomas Bylaw Enforcement.

- **Parking:** One parking pass entitling you to park one vehicle in the designated area will be provided to you when you arrive at the park. Passes must be displayed on the dash in clear view of Parking Enforcement Officers. Any disputes, including tickets issued, must be addressed to City of St. Thomas Parking Enforcement. We accept no responsibility for safety, security or any other issue arising from your use of the parking pass.
- **Overnight:** City of St. Thomas regulations prohibit Vendors from remaining in the park between the hours of midnight and 7 am. Vendors may not sleep or camp in the park, and no vehicle, with the exception of those intended for food service only, is permitted in the park during that period.
- **Security:** Vendors are solely responsible for security of their products and equipment. We do provide limited overnight security; however, we do not accept any liability for loss or damage to your property.
- **Approved Products and Services:** You may sell only those products and services approved in advance by Festival Management. All products must meet all applicable regulatory and health code standards.
- **Ancillary Equipment:** Vendors are responsible for supplying their own tables, chairs, extension cords, walls and roofs for their spaces. All equipment, including structures, must meet all applicable regulatory standards and pose no danger to the health and safety of their staff, customers, and festival staff. All equipment must be CSA approved.

Please be advised that any tent or awning exceeding 600 contiguous square feet requires a Building Permit. Please be aware that staking of tents is NOT permitted in Pinafore Park – you must bring suitable weights to secure your shelter against wind.

Vendors may commence operating only after their facilities have been inspected and approved on-site by the appropriate regulatory body.

- **Cleanliness:** Vendors are responsible for keeping their booth and its surroundings clean and tidy and in the sanitary condition as prescribed

by applicable regulations at all times. Failure to do so may result in a citation from the Southwestern Public Health Unit, immediate cessation of operation and additional sanctions. **In addition, Vendors will ensure that their location is clean, tidy and free of debris upon move-out.**

- **Restrictions on Containers:** Only eco-friendly containers and related materials may be used in Pinafore Park for serving food or beverages.

Fee Schedule:

Regular Payment (August 15, 2023)

No Hydro: \$200
15 AMP: \$250
2 x 15 AMP: \$275
30 AMP: \$300
60 AMP: \$350

There will be a \$40 administration charge for any returned cheques.

Preferred method of payment is by e-transfer
to info@railwaycitymusicandartsfestival.ca

If paying by cheque: Please make payable to Iron Horse Festival for each site you wish to rent. Your cheque will be returned if your application is not successful. A decision will be made by the jury and communicated as soon as possible. **Credit Cards are NOT accepted.**

Southwestern Public Health – Special Event Food Vendor Notification Form

CLICK [HERE](https://app.swpublichealth.ca/Forms/SpecialEventVendorNotificationForm) (https://app.swpublichealth.ca/Forms/SpecialEventVendorNotificationForm)