



## 2019 Vendor Application

The SaskTel Saskatchewan Jazz Festival is now accepting applications from food vendors to sell at the TD Main Stage/Club Jazz in the Bessborough Gardens. The Jazz Festival runs from **Friday, June 21 to Sunday, June 30, 2019.**

**Information on how to apply, application deadline, and notification of acceptance is below:**

### Application

- This is an application only, submitting this application does not guarantee acceptance
- Product quality, reputation, service, duplication of product, and environmental impact are some of the methods used to determine vendor acceptance
- Applications are accepted in person, by mail, or email
- Submit Application to:

Saskatchewan Jazz Festival  
#701 - 601 Spadina Cr East  
Saskatoon, SK S7K 3G8  
e. [cara@saskjazz.com](mailto:cara@saskjazz.com)

### Payment:

- Deposit is not required with the application
- If your application is accepted your non-refundable payment is required in full by April 30, 2019
- Payment Methods: Visa, MasterCard, Debit or cheque (payable to Saskatchewan Jazz Festival Inc.)

### Requirements:

- Description of products, space and power requirements, and environmental initiatives submitted with application

### What is Included:

- Outdoor exhibit space unless otherwise arranged and approved
- Vendor accreditation passes for vendor staff

**2019 VENDOR APPLICATION | SASKTEL SASKATCHEWAN JAZZ FESTIVAL**

Name of Vendor:	
Legal Business Name (if different than above):	
Contact Name:	Phone (cell):
Email:	Phone (daytime):
Mailing Address:	City/Town:
Prov/Postal Code:	Website:
<b>VENDOR SPACE &amp; FEES</b>	
Please enter the space you require for your operation (including storage, hitches, etc...) _____' x _____' = _____ sq ft _____ sq. ft x \$17.00 per sq. ft. = \$_____ (a) <input type="checkbox"/> I require a power connection \$500 (b) _____ (a) + _____ (b) = _____ plus 5% GST = \$_____ total payable	
Please attach the following supporting documents:  <input type="checkbox"/> Operation set-up sketch & photos <input type="checkbox"/> Menu including prices <input type="checkbox"/> Equipment listing & power requirements <input type="checkbox"/> Environmental plan regarding products, recycling, reuse, and/or compost	

**Schedule**

Gates Open	F Jun 21	S Jun 22	S Jun 23	M Jun 24	T Jun 25	W Jun 26	T Jun 27	F Jun 28	S Jun 29	S Jun 30
2pm				✓	✓	✓	✓	✓		
6pm	✓	✓	✓						✓	✓

Food service is expected all days of the Festival from the time the venue opens to 11pm

## TERMS OF CONTRACT FOR FOOD VENDOR BOOTHS

1. Location of allotted space will be assigned at the sole discretion of the SaskTel Saskatchewan Jazz Festival and communicated in advance.
2. Power is available upon request. Some conditions may apply.
3. Vendors will only be allowed to sell items approved by the Festival.
4. Vendors are expected to be self-contained. Tents and flooring are not provided.
5. In the event of shows being cancelled due to inclement weather or otherwise, fees paid by vendors are non-refundable.
6. Should a vendor require additional equipment or services (ie. grease trap disposal) they are responsible for all costs associated with such equipment or services and will require SaskTel Saskatchewan Jazz Festival approval regarding delivery, location and servicing.
7. Vendors must be set up no later than 1:30PM Thursday, June 20th. Power will be set up by 2PM on Thursday, June 20th
8. Vendors are responsible for adhering to all government regulations such as, but not limited to, taxes, business licensing and registration, insurance and public health licensing.
9. Access to water is limited and provided by the Delta Bessborough Hotel.
10. Vendors must maintain a clean and professional area at all times.
11. When vendor space is vacated, it must be clear of paper, packing materials or other refuse. Do not discard cartons or packing materials anywhere in the Festival area.
12. Vendors are to provide their own display boards and signage. Do not tape, tack, or otherwise affix any materials or signs to trees, lamp posts or other surfaces.
13. Storage of materials during the SaskTel Saskatchewan Jazz Festival must be confined within the assigned area.
14. All proceeds from vendor sales belong to the vendor, unless a percentage is stated in the contract.
15. We do not offer discounts to vendors on: tickets, Festival beverages, food, or merchandise.
16. Space is allocated to a single vendor. No sub-leasing or space sharing.
17. Vendors are to carry their own insurance coverage to protect from damage, loss, or theft while participating in the SaskTel Saskatchewan Jazz Festival. Proof of liability insurance must be provided to the SaskTel Saskatchewan Jazz Festival a minimum of two weeks in advance of the festival. The SaskTel Saskatchewan Jazz Festival provides site security only. The SaskTel Saskatchewan Jazz Festival, its partners and volunteers, are not responsible for lost, damaged, or stolen equipment and/or merchandise.
18. Alcoholic beverages are not permitted to be sold at your booth at anytime.
19. Food vendors may sell non-alcoholic beverages from their booth at the Festival. If we have a beverage, product or service sponsor, for example SaskTel, TD, pop/water supplier, you will be required to sell that brand exclusively.
20. Food vendors must have a license to operate a temporary eating establishment. This license must be posted in your booth during your hours of operation. A license to operate is available through the Saskatoon Health Region, Safe Communities Department-Public Health Services.
21. Food vendors must submit a copy of your eating establishment license to the SaskTel Saskatchewan Jazz Festival two weeks in advance of the Festival.
22. We do not allow the use of charcoal BBQ grills. Any on-site cooking must be done with the use of propane BBQ grill. Vendor is responsible to secure propane supplier and to obtain all necessary permits prior to set up. Copy of permit to be submitted to the SaskTel Saskatchewan Jazz Festival prior to set up.
23. Food vendors are responsible to have properly working and up to date inspected fire extinguishers.
24. Parking is not provided
25. Note that any form of access, pass, or accreditation is to be used only for working purposes, and not for festival access during off-shift hours or to view events.
26. All sales must be made from a vendor's assigned booth only. No sales outside the confines of the booth are allowed. No hawkers. A vendor cannot solicit or harass the crowd for sales.
27. No bullhorns, megaphones, flashing lights, speakers or amplified sound is allowed.
28. Saskatchewan Jazz Festival Inc. reserves the right to charge vendors for removal and cleanup cost if sites are damaged or left in an unclean state.

### ENVIRONMENT

1. The SaskTel Saskatchewan Jazz Festival encourages all vendors to be environmentally conscious.
2. The use of recyclable bottles/cans, compostable serving containers, compost bins is required.
3. Single stream recycling stations and garbage bins will be on site with daily clean up.
4. Vendor is responsible to keep area clean during and throughout the duration of the Festival > including take down.

### VOLUNTEER & TD CARD HOLDER DISCOUNT

1. I understand I must provide a 15% discount to Jazz Festival volunteers (volunteer pass must be shown) and TD brand debit/credit card holders (card must be shown) as part of our operation.  I agree

### PAYMENT

**NOTE – Non-Refundable full payment required by April 30, 2019**

**WAIVER:** I hereby apply for vendor space for sale purposes in the 2019 SaskTel Saskatchewan Jazz Festival. I agree to abide by all the rules and regulations set forth. I assume all risks associated with this event and hold harmless the SaskTel Saskatchewan Jazz Festival, its employees, agents, security, partners, and volunteers. Having read this waiver and knowing these facts and in consideration of your acceptance of my entry. I, for myself and anyone entitled to act on my behalf, waive and release all sponsors, their representatives, and successors, and any individual or group associated with this event from all claims and liabilities of any kind arising out of my participation in this event, even though that liability may arise out of negligence or carelessness on the part of the persons named in this waiver. I grant permission to all the foregoing to use any photographs, motion pictures, recordings, verbal or written agreements, or any other record of this event for any legitimate purpose including publicity.

**INDEMNITY AND LIMITATION OF LIABILITY**

**VENDOR** is not a co-producer of the JAZZ FESTIVAL or its activities, and nothing in this Agreement gives either of the Parties an interest in the affairs, business, or property of the other Party. Nothing in this Agreement shall be deemed to create any agency or partnership or any other arrangement between the Parties except as specifically provided for herein.

The parties agree that **VENDOR** have no further liability with respect to their involvement other than their obligations herein stated.

Except for the expressed obligations stated herein, neither Party to this Agreement shall be liable or accountable to the other Party for any losses, damages, liabilities, claims, costs and expenses which result from any act or omission with respect to this Agreement by either Party or their employees, agents or contractors. In the event that either Party incurs any losses, damages, liabilities, costs and expenses under claims by third parties through the act or omission by the other Party, the other Party shall indemnify and save such Party harmless from the same. In no event shall either Party be liable to the other for indirect, special, consequential or incidental damages of any kind notwithstanding notice of the same or foreseeability including without limitation, business or economic loss arising out of any cause or reason whatsoever.

**CONFIDENTIALITY:** Each Party acknowledges that, as a result of entering into this Agreement, such Party, its employees, representatives and agents may have access to or receive disclosure of certain confidential or proprietary information about the business and management of the other Party or any of the other Party's subsidiaries or affiliates and customers. Both Parties, their employees, representatives and agents agree that they will ensure the confidentiality of the disclosing Party's Information and agree not to use the Information for any other purpose or divulge the Information to any other Party without the express written consent of the disclosing Party except as contemplated by this Agreement or as may be required by law (in which case, the Party subject to such legal requirement must first give the other Party prompt notice (except where the governmental or regulatory authority has expressly ordered that no notice be given) and must make reasonable efforts to obtain a protective order). The Parties agree that upon termination of this Agreement or upon either Party's request, the receiving Party, its employees, representatives and agents, except as required for any continuing obligations under this Agreement, shall return the Information to the disclosing Party.

**I have read and agree to the Waiver**

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**Vendor – Print Name**

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**Vendor – Signature**

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**Date**