

## **VENDOR TERMS & CONDITIONS**

### **2025 Ontario Cheese Festival (OCF)**

**Venue:** Grand River Raceway and University of Guelph

**Dates:** Saturday, October 25th from 10am to 5pm at Grand River Raceway, 7445 County Road 21, Elora, Centre Wellington, Ontario and Sunday, October 26th from 10am to 4pm at University of Guelph, 50 Stone Road East, Guelph, Ontario,

## **PAYMENT**

- **Payment Methods:** EMT (electronic money transfer) sent to *info@countymarkets.ca* OR through QuickBooks Online direct payment.
- Please let us know if you require other payment options.

### **Spaces and Pricing – exclusive of HST:**

- **Main Barn:** Dedicated Stall Space 7ft x 12ft / 6' Table – \$300 (Limited Space Available)
  - Vendor must provide their props, equipment, products, and tablecloth.
  - These will be on a first-come, first-served basis.
- **Food Truck (ready to consume):** 20' x 10' Space located adjacent to the track – \$300 + HST
  - Vendor must provide all necessary documentation that allows you to operate a food truck in Wellington County.

## **VENDOR INFORMATION**

- Vendors requiring electricity must inform Event Management at the time of application.
- Electricity access is limited and will be offered to vendors that request it first.
- The use of generators on-site will require approval by Event Management.
- The use of charcoal is prohibited.
- Propane equipment is recommended.
- Any vendor using electricity will be required to have a certified class 'C' Fire Extinguisher on site.
- Any vendor cooking food will be required to have a certified Class 'B' Fire Extinguisher on site.
- Any vendor deep-frying food will be required to have a certified Class 'K' Fire Extinguisher on site.
- A potable water filling station will be available to vendors.
- Vendors are invited to sell a variety of goods and services. Any addition of goods and services must receive approval from Market Management prior to being added to your booth.
- The OCF will run rain or shine.
- The market does not provide exclusivity to vendors, but we strive to ensure all parties have the opportunity to be successful.

The vendor fees collected are used to promote the activities of the festival and to sustain its future growth.

This includes, but is not limited to:

- Insurance
- Professionally Produced Marketing and Promotional Material
- Website Enhancement/Management
- Onsite Public Health and Safety Protocol Requirements
- Networking Efforts
- Print and Radio Advertising

- Market Management and Staff

## EXPECTATIONS

We will continue to actively promote and advertise the OCF throughout Ontario. Through marketing materials, social media, and networking, these efforts are designed to attract tourists as well as local consumers.

We urge attending vendors to actively promote the OCF through their social platforms within their communities. Please tag us @cheesefestival.

1. The vendor spaces will be marked off before vendor arrival, creating the Festival Space. This provides a safe site for vendors and customers.
2. Vendors are asked to arrive on time and to complete set-up by the start of the event day.
3. Signage, displays, and props must remain within your booth space to avoid any hazards for visitors.
4. **NO VEHICLE TRAFFIC IS PERMITTED WITHIN THE FESTIVAL SPACE DURING HOURS OF OPERATION.**
5. Please do not let your vehicles idle.
6. Free public parking will be available. Vendors must park their vehicles in the assigned 'vendor parking areas' as per the direction and discretion of the Vendor Manager.
7. As a courtesy to fellow vendors & your customers, do not remove your site earlier than the close of the Festival day. If you are unable to stay the full day, please make arrangements for someone else to staff your space until closing.
8. Garbage – PEC Markets has a zero-waste initiative. Any Vendor who creates waste as a result of the products they offer is required to provide their own bins to take away at the end of the market day. No garbage is to be left behind.
9. No plastic straws, single-use bottles, or containers. Biodegradable containers and utensils are recommended.
10. Consuming alcohol is not permitted outside the main Festival Areas.
11. Smoking will be permitted in designated areas.

## VENDORS SELLING SEALED BOTTLES/CANS OF ALCOHOL

- Vendors will be allowed to pour one-ounce samples for customers to help encourage sales of your sealed products.
- This will allow customers to pair your products with the cheese they purchase.
- **AGCO requires a Smart Serve agent at your booth at all times.**
- Vendors selling sealed alcohol must inform AGCO of their attendance at this event.

You can find the link here -[AGCO Farmers Market Endorsement](#)

## FESTIVAL ENVIRONMENT

The goal is to create a Festival environment that is suitable for all participants. Spaces are allocated fairly and reasonably at the discretion of the Vendor Manager. It is at the discretion of the Vendor Manager to rearrange spaces for the event day if circumstances require that adjustments be made.

- Each vendor is required to obtain any necessary documents, licenses, and certificates to comply with all local regulations and bylaws needed for their business to operate (copies of these documents must be available to the Vendor Manager if requested).

- Each vendor is responsible for obtaining and maintaining, at their own expense, necessary insurance coverage for their business operations at the Market, including any deductibles. PEC Markets is not liable for damages resulting from vendor negligence.

## **INSURANCE REQUIREMENTS**

### **Commercial General Liability (CGL):**

- Coverage must include Products and Completed Operations, Non-Owned Auto Liability, and Tenants Legal Liability.
- All vendors selling alcohol must name:
  - PEC Markets, Inc. (4 Lake St., Picton, ON, K0K 2T0) as an additional insured on their policies and has a minimum liability coverage of \$5,000,000 (Five million dollars).
  - **St. Lawrence Parks Commission (13740 County Road 2, Morrisburg, ON K0C 1X0) as additional insured on their policies and have a minimum liability coverage of \$5,000,000 (Five million dollars).**
  - A Certificate of Insurance to be issued by your insurance company must be provided to Market Management with a 30-day notice of cancellation provision.
- All vendors selling food and non-alcoholic beverages must name:
  - PEC Markets, Inc. (4 Lake St., Picton, ON, K0K 2T0) as an additional insured on their policies and has a minimum liability coverage of \$2,000,000 (Two million dollars).
  - **St. Lawrence Parks Commission (13740 County Road 2, Morrisburg, ON K0C 1X0) as additional insured on their policies and have a minimum liability coverage of \$2,000,000 (Two million dollars).**
  - Documentation from your insurance company must be available when requested by Market Management.
- All other vendors must name:
  - PEC Markets, Inc. (4 Lake St., Picton, ON, K0K 2T0) as an additional insured on their policies and has a minimum liability coverage of \$1,000,000 (One million dollars).
  - **St. Lawrence Parks Commission (13740 County Road 2, Morrisburg, ON K0C 1X0) as additional insured on their policies and have a minimum liability coverage of \$1,000,000 (One million dollars).**
  - Documentation from your insurance company must be available when requested by Market Management.

## **AUTO LIABILITY**

- Auto Liability Insurance with a minimum limit of \$2,000,000 is required.
- This coverage helps protect you financially if you or another driver on your policy is found legally liable for injuring someone or causing damage to another person's property or automobile while operating a vehicle.

## **WSIB REQUIREMENT FOR EMPLOYEES OF VENDORS**

It is important that vendors ensure the workplace is safe for their employees and customers. The WSIB has established principles to ensure that working conditions in its business network are safe. It also ensures that business operations are conducted in a lawful, ethical, and environmentally conscious way.

## **VENDOR RESPONSIBILITIES**

- PEC Markets, Inc. bears no responsibility for any damage done by vendor property.
- PEC Markets, Inc. bears no responsibility for any vendor property at the event.
- All sanitary procedures must be followed, and health/safety requirements met.
- All cheese, dairy, food, and beverage vendors, whether on-site or off-site food preparation, must fill out the attached **Central Wellington Public Health Form** and submit the form to PEC Markets.
- When completing the application form, please provide sufficient details about products, on-site product samples, and food/beverage preparation.

## **PROFESSIONALISM AND CONDUCT**

- Unless it is an on-site emergency, all issues and concerns are best dealt with by email correspondence. Vendors should always professionally conduct themselves.
- Vendors who disrespect fellow vendors, volunteers, or associated service providers will be asked to leave the market and will forfeit their fees. This policy is at the discretion of the Vendor Manager.
- Vendors shall demonstrate professionalism both in behaviour and appearance. This policy is at the discretion of the Vendor Manager.

## **PROHIBITED ACTIVITIES**

- Our events prohibit underage drinking or allowing minors to consume cannabis. We adhere to provincial and federal laws to ensure compliance and uphold legal standards.
- Being under the influence of alcohol, cannabis, or illegal substances will result in immediate removal. This policy is at the discretion of the Vendor Manager.
- Vandalism or Theft: Damage to property or theft can result in legal action.
- The Vendor Manager has the authority to request any vendor or person to leave the market area if rules or laws are broken.

## **PRODUCT SALES AND DISPLAY**

- Products should be sold by units or weight. Government-inspected scales must be used and have a valid sticker displayed.
- The OCF does not allow Vendors to sublet or share their space at the festival.
- If a Vendor is unable to attend their OCF date, 72 hours' (3 days) notice must be given to the Vendor Manager. In case of emergencies, please inform the Vendor Manager as soon as possible. Your cooperation is appreciated.
- If possible, make arrangements to have someone manage your booth if you are not available. A full and vibrant event attracts more customers. Attendance is highly recommended for all vendors.

## **APPLICATION PROCESS**

- After your application has been received, you will be contacted by a PEC Markets representative.
- If you have been accepted as a Vendor, you will be invoiced, and payment in full will be required to secure a spot at The OCF.
- Please do not send payment unless you have been invoiced. Thank you.

## **ADDITIONAL INFORMATION FOR ALCOHOL VENDORS**

Your application process will be completed after you have uploaded a copy of your Temporary Extension Endorsements from the AGCO. Please email us at [info@cheesefestival.com](mailto:info@cheesefestival.com) to inform us that you have completed this requirement.

## **LOAD-IN AND LOAD-OUT**

Site plan, arrival times, and set-up/tear-down procedures will be communicated to Vendors before the festival date.

Vendors will have access to indoor washrooms, potable water, and designated parking. Please dress appropriately for this event. Vendors are responsible for providing their internet connection via personal hotspot

## **HEALTH PROTOCOLS**

- Best health practices should be enforced in your space and for your product/merchandise.
- It is the responsibility of the Vendor to ensure all staff and volunteers assisting them at the event are aware of local public health protocols and requirements.

## **SAMPLING OF FOOD PRODUCTS AND ADDITIONS**

- All cheese samples should be on a toothpick or on a piece of wax paper before passing it on to the customer.
- A separate garbage receptacle will be provided by the Vendor for the customer to discard their sampling garbage. It is the responsibility of the Vendor to remove this garbage from the site.
- Vendors preparing food at their booths will be required to have a hand-washing station and follow all current local Public Health requirements to operate at the GCCF.

## **CANCELLATION POLICY**

- If a Vendor cancels 30 days or more before the start date of the OCF, a \$200 Admin Fee will be charged.
- If a Vendor cancels within 30 days of the start date of the OCF, your fee will be non-refundable.

## **VENDOR CRITERIA & PRODUCT INFORMATION**

- **Cheese Makers and Dairy Producers:** Products must be made with milk from your farm or a farm local to you. Re-selling of other products and brands is not allowed.
- **Food/Beverage Vendors:** Any business operating that sells prepared or ready-to-consume food and beverages. Re-selling other brands is not allowed unless the products have been altered by you to create something new and original, of your own making.
- All products for sale at the OCF must be made or produced by the applying Vendor, their family, or their employee.

- Applications are open to everyone, and spaces will be filled on a first-come, first-served basis, pending approval.
- The OCF is an economic development activity, and vendors are selected to create the maximum economic activity.

## SELECTION CRITERIA

- Beyond the vendor categories and definitions outlined above, Market Management may refuse a Vendor Application based on craftsmanship, quality, creativity, originality, value added to original materials used in the finished product, and reasonable and fair pricing.
- **Refusal:** PEC Markets, Inc. reserves the right to refuse acceptance of any applicant or product if the applicant or product is not in keeping with the expectations of the OCF, the rules, regulations, and standards of the event.
- Applicants may ask OCCF Management to reconsider decisions made regarding their admission or products.

## FINAL NOTES

- **Responsibility:** PEC Markets, Inc. bears no responsibility for any damage done by vendor property or any vendor property left at the event.
- **Professionalism:** Vendors are expected to behave professionally at all times, both in behaviour and appearance.
- **Prohibited Activities:** Underage drinking, allowing minors to consume cannabis, and being under the influence of alcohol, cannabis, or illegal substances are prohibited and will result in removal from the event.
- Damage to property or theft can result in legal action.
- The Vendor Manager has the authority to request any vendor or person to leave the market area if rules or laws are broken.

**Products should be sold by units or weight:** Government-inspected scales must be used and have a valid sticker displayed.

**Subletting:** The OCF does not allow Vendors to sublet or share their space at the festival.

**Attendance:** If a Vendor is unable to attend their OCF date, 72 hours' (3 days) notice must be given to the Vendor Manager. In case of emergencies, please inform the Vendor Manager as soon as possible. Your cooperation is appreciated.

- If possible, make arrangements to have someone manage your booth if you are not available. A full and vibrant event attracts more customers. Attendance is highly recommended for all vendors.

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**FINAL NOTE**

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**The vendor acknowledges, accepts, and agrees to comply with all guidelines and requests provided by the Vendor Manager, including the responsibility of providing their internet connection via personal hotspot.**