



2023 Vancouver Mural Festival Food Service Vendors Terms and Conditions

Please ensure you read through the following terms and conditions before submitting your application.

ALLOCATION OF VENDOR SPACE

1. Allocation of vendor space will be determined by VMF after reviewing complete applications for their appropriateness to the event.
2. Only selected vendors will be notified.
3. VMF reserves the right to make the final determination of space assignment.
4. VMF does not guarantee traffic flow in any area of the event.

INDEPENDENT VENDOR

1. The Vendor agrees that VMF shall have no liability or responsibility for withholding, collection or payment of any taxes, employment insurance premiums or Canada Pension Plan contributions on any amounts paid by VMF to the Vendor or amounts paid by the Vendor to its employees or contractors and the Vendor agrees to indemnify VMF should it be held liable for the same.
2. The Vendor will supply the tools, generator(s) and materials necessary to complete contracted services.
3. The Vendor and VMF acknowledge that this agreement does not create a partnership or joint venture between them and is exclusively an agreement for service.
4. The Vendor is responsible for any necessary insurance to perform services safely and legally. See section INSURANCE.
5. The Vendor must adhere to all current laws and health regulations under the Province of British Columbia, Canada.
6. The Vendor assumes all responsibility for their property, including any loss, theft, or damage to displays, equipment and other property while on the premises of the event.
7. All property will remain under the control of the Vendor in transit to and from the event venue, and within the event venue.

FEES

1. The Vendor agrees to pay a \$100 deposit via. EFT (Electronic Fund Transfer) at the time of booking to secure their vendor spot.
2. **Vendor type A - Cart or Vendor under 10x10ft** agrees to pay VMF 12% of sales before taxes; **Vendor type B - Vehicle, Trailer or Large Tent** agrees to pay VMF 15% of sales before taxes.
3. Submission of our [Sales Form](#) is required on the final day of vending. Payments are due within 5 days from form submission.
4. The Vendor agrees to provide daily POS and cash sales reports to VMF via the provided sales form.

PAYMENTS AND ACCOUNTING

1. All payments are made through EFT with the following below details:

EFT (Electronic Fund Transfer) may be sent to:

Create Vancouver Society
2410 Columbia Street
Vancouver, BC V5Y 3E6

Contact: accounting@vanmurfest.com

Password: vancouver

Note: Include PO#VMF23000 and brief description

CANCELLATIONS AND REFUNDS

1. If the Vendor should opt to cancel this agreement, the Vendor is required to provide 30 days written notice.
2. Upon cancellation the following refund policies apply:
 - a. 31+ days before event start date (event start date is August 10th, 2023) - any deposited funds will be returned to the Vendor via e-transfer excluding a 25% administration fee
 - b. Within 30 days of event start date - deposit is non-refundable
3. If the Vendor is in material breach of this agreement, the Vendor accepts that they may forgo being a Vendor with VMF in the future. Any deposit funds made to VMF from the Vendor will be non-refundable due to material breach by the Vendor.

INSURANCE

1. The Vendor must obtain and provide to VMF a copy of a Certificate of Insurance (COI) stating a minimum \$2 Million General Liability coverage against third party claims for bodily injury, death, and property damage. The COI must include an additional insured endorsement naming the City of Vancouver and VMF, their respective employees, officers, agents and volunteers as "Additional

Insured” with respect to liability arising out of the activities conducted by or on behalf of the named insured.

PERMITS

1. Vendors must obtain clearance from Vancouver Coastal Health in the form of a Permit to Operate or valid temporary food services license. Permit number and expiry date must be submitted to VMF 30 days prior to the event start date.
2. The Vendor’s failure to provide proof of adequate health certification by the stated deadline may waive the booking and prevent further applications from being considered.

CONDITIONS

1. Any music coming from vendors is to be kept at a reasonable level, audible within a small radius of the unit so as to not interfere with event programming.
2. Vendors no longer need to provide a COVID-19 safety plan, but must follow [WorkSafe BC Guidance](#) instead.
3. Vendors must arrive a minimum of 60 minutes prior to opening to ensure safe vehicle access to the site before guests arrive.
4. No early tear downs will be permitted. Once the event site is closed and all attendees have exited safely, vendors will then be permitted to exit.
5. Vendor staff to ensure large crowds don’t form in front of their truck should a large number of people choose to stop for food and drinks, VMF will support in communicating with guests.
6. VMF to manage all recycling and composting from the venue, Vendor Staff to manage waste from inside their truck.

GREEN EVENT STANDARDS

1. Vendors will make all reasonable efforts to leave no trace on event sites.
2. All food and beverage service packaging and utensils must be 100% compostable.
3. Select less packaging for items for sale/giveaway and when possible, ensure items are made from recyclable or reusable materials.
4. Select reusable or recyclable materials for the construction of booths, displays and exhibits.
5. We encourage you to distribute information using electronic methods.
6. Please avoid single-use giveaways and handouts such as balloons, flyers, etc.

PARKING & UTILITIES

1. VMF does not provide parking for vendors and takes no responsibility for any fines or removed vehicles.
2. Electrical, lighting, plumbing and waste removal service are not provided by VMF. Vendors who require hand washing and power in order to meet Vancouver Coastal Health requirements are responsible for supplying their own facilities.
3. All generators must be silent generators with a noise restriction of 85 dB(A) at 1m.
4. VMF will manage all recycling and composting from the venue, Vendor Staff must manage all waste from inside their vendor booth, cart or truck.

VIOLATIONS

1. If the Vendor is in material breach of this agreement, the Vendor accepts that they may forgo being a Vendor with the Client in the future. Any deposit funds made to the Client from the Vendor will be non-refundable due to material breach by the Vendor.
2. All vendor applicants must be in good financial standing with the VPS before their application will be considered.

[Food Service Vendor 2023 Application Form](#)