

## **Vendor Rules**

### **Vendor Registry**

The Vendor Registry must be provided to CW to secure approval participate in the vending program. The following information **must be provided 15 business days** prior to the event, no exceptions:

1. Name of the company, address, and contact information.
2. A description of the product or services supplied by the company.
3. An inventory of all items for sale or to be put on display, including signage.
4. For food vendors, a detailed menu must be provided, including a list of ingredients.

**\*\* *Continuing in 2012: No food vendor will be permitted to sell beverages of any nature, culturally related or otherwise, during any festival or concert event at Kingswood Music Theatre.***

5. The set up must be described in detail.
6. Food vendors must specify any equipment, including heating, cooling and serving equipment.
7. Power, water, table and chair requests must be outlined.

### **Available Resources for Vendors**

- Vendors may have access to power, in the form of one 15 amp outlet or a single 20 amp outlet
- **3** Vendors may have access to water (cold water only provided by way of a hose)
- A maximum of **15** tables and **30** chairs are available for use (2 chairs per table)
- A limited number of 10 x 10 spaces are available

\* Please note that items, such as extension cords, sinks, tents, hot water, sanitizer, bins, pallets and other items not mentioned here are not included and not available from the Park. If the vendor requires such material, they must acquire it at their own expense.

### **General Rules**

1. All activities must be approved by CW, 15 business days in advance.
2. All vendors are subject to a Health and Safety inspection prior to the opening of the Vendor area by CW staff as well as York Region Health.
3. ***No raw meat*** will be permitted to be cooked on site at Canada's Wonderland's Kingwood Theatre Event Tent area. All meat must be pre-cooked in accordance to York Region Health guidelines.
4. CW reserves the right to dismiss a vendor with or without cause (fees are retained by the Park).
5. Any equipment that the Vendors bring on site is subject to inspection and must meet applicable codes.
6. No glass containers are permitted.
7. Theft or attempted theft of any CW property, guest property, employee property, and/or failure to report a theft is not permitted.
8. Possession, use, sale, or attending an event under the influence of narcotics, barbiturates, hallucinogens, illegal drugs or alcohol, while at CW at anytime is not permitted.
9. Discourteous or unsafe behaviour is not permitted (includes the use of offensive language, arguing, insubordination, horseplay, operating equipment or vehicles in an unsafe manner).
10. Taking or soliciting gratuities or gifts is not permitted.

11. Falsification or misuse of personal or business records is not permitted.
12. Possession of dangerous or lethal weapons, fireworks, or other incendiary devices is not permitted.
13. Misuse of any privileges such as the parking lot, venues, eating areas or the sale of complimentary passes is not permitted.
14. Any type of harassment of guests and/or CW employees is not permitted.
15. Defacement of CW property, employee property or guest property is not permitted.
16. Malicious destruction or abuse of CW buildings, facilities, equipment, or materials is not permitted.
17. Consuming alcohol on Park property outside the licensed areas (or while on duty in licensed areas) is not permitted.
18. Unauthorized possession or sale of any CW coupon or ticket for any ride, food, show, or game is not permitted.
19. Unauthorized use of CW property or unauthorized access to restricted areas is not permitted.
20. Unauthorized and unescorted media, commercial cameras or recording devices is not permitted.
21. All emergencies must be reported to Loss Prevention by calling extension 2911 on any Park telephone.
22. All injuries must be reported to Loss Prevention immediately.
23. All Vendors shall employ proper fire prevention practices to protect CW from fire exposures.
- 24. Park access is not permitted.**
25. Vendors must not leave their locations unsupervised.
26. The Vendor must clean their area before they leave the event for the evening. It must be found in the condition they found it or a separate cleaning charge will be added.

### **Rules of the Road**

1. There is no parking inside the Kingswood area unless approved by CW Management.
2. Driving within CW is prohibited during operation.
3. Follow posted speed limits on service roads and limit speed to less than 20km/h in the Park.
4. No parking in red zones or in front of fire hydrants or blocking service gates.
5. Obey all traffic signs and indicators, as well as Ontario Traffic Laws.
6. Use of CW fuels by Vendors is prohibited without the prior consent of a member of management.
7. If required, the Vendor agrees to reimburse CW for all fuels consumed at cost plus sales tax.
8. All vehicles are subject to a search upon entering and leaving the Park property.
9. All vehicle accidents involving another vehicle(s) or property must be reported immediately to Loss Prevention.
10. Repair costs for damages will be the responsibility of the Vendor.
11. Driver(s) must remain at the scene of the accident to await Security.
12. Driver(s) must present Ontario Driver's License and Insurance information to Park management when requested.
13. Vendors are loaded in on a first come, first serve basis/set out time schedule to keep the traffic down to a minimum. Vendor area load-in is closed 1 hour before opening Market/Vendor area. No other vendors will be allowed to unload unless it is food related.

**Hazardous Materials**

1. Any vehicle, equipment, or container found to be leaking any substance must be reported immediately to Loss Prevention.
2. All substances must be cleaned and disposed of in accordance with Federal, Provincial, and Local regulations.
3. All hazardous materials shall be stored, transported and used according to all applicable codes and regulations.
4. Any clean-up cost incurred by CW will be charged back to the vendor company.

**\*\*Please continue to next page for Vendor Waiver/Indemnification/Insurance Sign off Form which must be completed by each Vendor and returned to the Canada's Wonderland Special Events Department.**

**WAIVER/INDEMNIFICATION/ INSURANCE CERTIFICATION**

\_\_\_\_\_ (VENDOR COMPANY) (herein referred to as the Vendor), shall act solely as a vendor in providing services for Canada’s Wonderland, a Division of Cedar Fair Entertainment Company. (CW), and nothing herein shall at any time be construed to create the relationship of employer and employee, principal and agent, partners, or joint ventures between CW and the Vendor, or CW’s and the Vendor’s officers, directors, employees or agents, and as such, the Vendor including its employees, are not eligible for benefits from the Workers’ Compensation Board as an Associate of CW.

The Vendor hereby acknowledges that it is solely responsible for the provision / arrangement of appropriate Public Liability and Property Damage Insurance Coverage and must provide proof of said Insurance to CW and CW shall be named as additional insured on all such insurance. The Vendor must also comply will all pertinent local ordinances and demonstrate compliance with York Region’s Public Health Department (if applicable to services rendered). All loss due to any injury, illness, and or accident, which may occur (including to employees of the Vendor) while performing a service on CW’s property, shall be the sole responsibility of the Vendor.

Failure to provide proof to CW (if requested) of a Workers’ Compensation Board “Clearance Certificate” and copies of applicable Insurance certificates may result in dismissal.

The Vendor, for itself, its heirs, successors, executors, administrators, assigns, and or any person claiming through or under it, does hereby agree to hold harmless and indemnify CW, its heirs, executors, administrators, successors, officers, agents, directors, employees, servants, insurers, from and against any and all actions, duties, claims, damages, or liabilities whatsoever arising out of work or services performed by the Vendor at CW, including, without limitation, claims brought by the Vendor’s employees.

I \_\_\_\_\_(Vendor owner/operator) fully agree to all of the rules set forth by Canada’s Wonderland and the York Region Health Board and will notify each member of their agents/employees representing the company on site as per the above rules and regulations.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Print Name**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contact Number**