



3. **Connections:** Each serviced pad has an electrical connection (15, 30 and 50 amp available) and water connection. Generators will not be allowed unless there is an interruption in the power supply or is required for some other reason. No sewage services are available and grey water must be removed with the Mobile Concession at end of day.
4. **Rent:** The Vendor will be charged a rental fee of \$20/day to be paid on the first of the month for all scheduled time slots in said month. For example, if the Vendor is scheduled for 4 days in the month of July s/he will pay \$80 on July 1<sup>st</sup>. An additional \$5/day will be charged for electrical hookup. If adjustments are made during the month the fees will be adjusted accordingly in the subsequent month.
5. **Cancellation:** If the Vendor is unable to attend on a scheduled day, they must contact the Chamber as soon as possible and with a minimum of 24 hours notice. If the Chamber is able to find a replacement vendor the rental fee will be refunded. If no replacement vendor can be found than the fee will not be refunded. On the rare occasion that the Mobile Food Concession is cancelled due to inclement weather, the Vendor will receive a full refund for that day.

The Town of Ladysmith has reserved the right to grant permission to organizations to use other areas in the park and to utilize their own food services for charitable or private purposes. The Chamber will be responsible for reaching out to these groups to determine how the Mobile Food Service program will interface with these organizations. Options include: (i) the Mobile Food Service program will provide the food service for the organization/group, (ii) the Mobile Food Service program will operate in conjunction with the organizations services, or (iii) the Mobile Food Service program will not operate during the organizations rental period. If the Vendors scheduled day is cancelled due to the Town of Ladysmith granting the use of the park to another organization the Vendor will receive a full refund.

6. **Placement:** Mobile Food Concessions will be placed in one of the two locations indicated on the map attached as Schedule A. The Vendor should assist other vendors in locating an appropriate stall and getting in and out of stalls safely. The Vendor may arrive and begin setup by 9:00 am and should be in place and ready to provide service by at least 11:00 am. The Vendor will remove all vehicles, garbage bins, structures etc. at end of day.
7. **Permits and Licenses:** The Vendor agrees to obtain and display any, and all permits, licenses, and/or authorizations as may be required by government agencies including but not limited to a VIHA "Permit to Operate" for mobile food vendors and any appropriate regional or municipal business licenses.
8. **Sanitation:** Area surrounding Mobile Concessions must be kept clean at all times by the Vendor. The Vendor will provide their own trash containers and empty them periodically throughout the day as needed and at the end of the day. Trash may be disposed in the dumpster located in the north parking lot.
9. **Sales Reporting:** The Vendor is responsible for maintaining a Daily Report used to report gross sales during the term of this agreement. Monthly reports of Sales must be submitted to the Ladysmith Chamber of Commerce.

10. **Signage:** The Vendor will limit all signage to that affixed to their vehicle. Any additional signage must be approved by the Chamber. Signage for the Mobile Concession Service will be prepared by the Chamber and placed at or near the entrance to Transfer Beach Park. Such location to be negotiated between the Chamber and the Town of Ladysmith.
11. **Insurance:** The Chamber and the Town of Ladysmith assumes **no responsibility** for loss or damage to the Vendor, its property, employees or guests. The Vendor shall at its sole expense provide **Property & Liability Insurance**. A Certificate of Insurance naming the Chamber and the Town of Ladysmith as “additional insured” **must be received at the signing of this agreement**. Liability coverage must be for the minimum amount of \$2,000,000.00.
12. **Fire & First Aid:** Each Mobile Concession must have an approved fire extinguisher and first aid kit in the truck at all times.
13. **Alcohol:** No alcoholic beverages may be sold, served, or consumed while on the premises/grounds of Transfer Beach.
14. **Staff:** Smoking is not allowed in the food preparation or service areas. No eating while on duty. Staff must be neat and clean, preferably in recognizable clothing, i.e. matching t-shirts or jackets.
15. **Menu:** The Vendor will provide a full menu and prices to the Chamber for approval and will not alter such menu or prices without authorization from the Chamber. The Chamber reserves the right to exclude a menu item for the Vendor based on similarity to a previously approved vendor’s menu offering or for any other reason it deems appropriate.
16. **Spirit of Cooperation:** The Mobile Food Concession is a new service provided by the Chamber and it’s participating vendors. We encourage and hope for a spirit of cooperation and flexibility between the Chamber, the Vendor and other participating vendors as we work out the the details of this program and find best practises that will make this proposition successful, profitable, fair and enjoyable for all.

17. **Code of Conduct:**

The primary purpose of this Code of Conduct is to ensure that the Transfer Beach Mobile Food Concession is enjoyable and safe for all participating Vendors and the public. In establishing polished and professional operating procedures we will build a strong reputation, and customer base that will maximize our potential profits while providing a valued and popular addition to beautiful Transfer Beach Park.

As a Vendor in the Transfer Beach Mobile Food Concession, I/we will:

1. Ensure that me and my staff conduct ourselves in a courteous and respectful manner towards our patrons, other participating vendors and other park users.
2. Work collaboratively with the Chamber and other vendors to make the Mobile Food Concession a successful and profitable venture for all.
3. Refrain from any behaviour that interferes with the working/selling opportunities of other vendors.

4. Refrain from using language which is offensive, threatening or intimidating to others.
5. Not participate in the Mobile Food Concession under the influence of alcohol or non-prescription drugs.
6. Operate vehicles or equipment in a safe and responsible manner.
7. Respect and adhere to the Guidelines and Regulations as set out by the Ladysmith Chamber of Commerce in this document.

Report of failure to comply with any component of this Code of Conduct or the Guidelines and Regulations will be investigated by the Chamber. Violations of the Code of Conduct or the Guidelines and Regulations will result in the Chamber taking disciplinary action appropriate to the severity of the violation. Such actions may include verbal and written warnings and/or suspension or expulsion from the Mobile Food Concession program.

## **18. RELEASE AND INDEMNIFICATION**

In consideration of the Vendor's acceptance to this contract /agreement, the Vendor hereby voluntarily assumes responsibility for, and releases, waives, acquits, and forever the Chamber and Town of Ladysmith and their respective boards of directors, council, officers, agents, employees, members, sponsors, contributors, and volunteers (collectively, the "Releasees"), of and from, and agrees not to sue the Releasees on account of any and all liability, demands, losses, claims, and damages of every kind whether now or hereafter existing, arising out of, or in any way connected, directly or indirectly, with this agreement.

The Vendor further agrees to indemnify, defend, and hold harmless the Releasees from and against any and all claims, demands, losses, liabilities, damages, costs, and expenses, including but not limited to reasonable attorney fees, for injury, death, loss or damage of whatever nature to any person, property, or any other claim resulting from, arising out of, or in any way related to (i) the Vendor's use and occupancy of the Premises, (ii) the Vendor's participation in the agreement or (iii) an act or omission of the Vendor, its agents, employees, or independent contractors or anyone directly or indirectly employed by any of them, or by anyone for whose acts or omissions any of them may be liable, WHETHER ARISING OUT OF, ATTRIBUTED TO OR CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY THE NEGLIGENCE (SOLE, JOINT, CONCURRENT, ACTIVE, OR PASSIVE), GROSS NEGLIGENCE, OR INTENTIONAL CONDUCT OF ANY OF THE RELEASEES

**In executing this Contract / Agreement, the Vendor acknowledges and represents that the Vendor has read the foregoing Agreement including the foregoing Release of Liability and Indemnity agreement and will be bound by this Agreement.**

The signature of the Ladysmith Chamber of Commerce was hereto affixed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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**Mark Drysdale, Executive Director**

**Ladysmith Chamber of Commerce**

The signature of the Vendor was hereto affixed on the \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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**Signature of Vendor**

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**Print Name of Vendor**

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**Name of Business**