



Fairway Gorge Paddling Club

Vendor Package

Up to 4,000 Participants - Up to 50,000 Spectators

*across 3 events over the Summer of 2025
Your Very Own High-Traffic Location*

Event Information and Demographics

Fairway Gorge Paddling Club is Vancouver Island's premier dragon boat festival provider, with events taking place annually in Victoria and Nanaimo BC. The events have enjoyed success over their history and play host to approximately 4,000 athletes and up to 50,000 spectators from across western Canada and the United States.

Vendor Benefits

Space in high traffic area

On site and social media promotion, including:

- 15-second announcements – 15 to 20 words each
- advanced social media posts, with direct links to vendor websites/social media and/or hosted menu samples
- listing on the event website with links as well as festival brochure if vendor applications are received, approved and paid before press time

Fairway Gorge Paddling Club Vendor Agreement

Fairway Gorge Paddling Club Society

105 – 2940 Jutland Road

Victoria BC V8T 5K6 Canada

Email: info@fgpaddle.com

Telephone: **1.778.432.3472**



PRICE LIST 2023 Season

	One Day Event	Two Day Event
1. Merchandise	\$200.00 + GST	\$400.00 + GST
2. Food	\$300.00 + GST	\$600.00 + GST
3. Information	\$150.00 + GST	\$300.00 + GST
Add ons (supplementary to 1 through 3 above):		
Power hookup	\$100.00 + GST	\$ 100.00 + GST

Payment Terms:

Payment in full by credit card in full within 5 business days of application approval or the space will be released and resold. Full acceptance of payment and terms no less than 1 month before each event; withdrawal less 50% no later than 30 days prior to the event; no refund within 30 days of the event.

Fairway Gorge Paddling Club Vendor Agreement

Terms and Conditions applying to Agreement

1. The vendor must not transfer, sub-let, assign or in any other manner or form dispose of its space assigned by FGPC. The vendor must state at the time of the application the names of all foods and/or products. Vendors may not, except by written permission of FGPC, display any other food or product than previously approved. The organizer reserves the right to require removal of any food or product or advertising material violating this term.
2. The organizer will not accept any responsibility for the safety of any food or product of any kind brought by the vendor into the event. The vendor must be insured with both public liability insurance and property insurance.
3. The vendor hereby indemnifies the Fairway Gorge Paddling Club Society (FGPC, hereafter the "organizer" and holds the organizer harmless in respect to all costs, claims, demands and expenses to which the organizer may in any way be subjected as a result of any loss or injury to any person or company including members of the public, the staff or authorities, the organizer or vendors, employees, agents and invitees howsoever caused as a result of any act, neglect or default by the vendor.
4. The vendor shall have public liability insurance in respect of the space assigned to it for a sum of not less than \$5 million for any one claim and property insurance to cover loss or damage to any property of the vendor or any damage to adjoining spaces and nearby space.
5. The organizer shall not be responsible for any loss or any nature including monies paid to the organizer, suffered by any vendor from any restrictions or conditions which prevent the construction, erection, completion, alteration or dismantling of any stall or exhibit or for the setting or removal of any vendor booth, truck, and/or van or for the failure of any services available to the vendor, or for any cancellation or restriction in opening hours at the event as a result of any circumstances not within the direct control of the organizer.
6. Should any vendor fail to make payment as and when requested by the organizer or fail to operate strictly in accordance with this agreement then the organizer reserves the right to remove the vendor and its booth, truck or van and to re-let the vendor's space to another vendor. Any monies paid by the vendor at this stage will be forfeited. The



vendor will be strictly liable for any costs and expenses incurred by the organizer as a result of the vendor's failure to strictly comply with the terms of this agreement. The organizer reserves the right to charge interest on any outstanding payments at a rate of 12% per annum. The vendor shall ensure that at all times it complies with all regulations and laws pertaining to it in relation to this event/s including, but not confined to, all local authority regulations, fire and health regulations, consumer protection laws and regulations, City of Victoria, City of Comox, City of Nanaimo, Transport Canada, Greater Victoria Harbour Authority, Province of British Columbia and the like.

7. The vendor must at all times conduct their operations so as not to interfere with any other vendor and complaints made by one vendor in relation to another shall be settled entirely at the discretion of the organizer including such things as the levels of noise and the like. Any decision of the organizer in this regard shall be final and binding. If the vendor fails to comply with any direction of the organizer, the organizer reserves the right to remove the vendor and its booth, truck or van at their cost.

8. The vendor may not conduct lotteries, raffles or competitions without the consent of all the appropriate authorities and of the organizer.

9. The organizer reserves the right in its sole discretion to alter the layout, plans and positions of the space if, in its opinion, any alteration is desirable for the benefit of the event as a whole.

10. The vendor acknowledges that it has relied on no representation by the organizer as to the numbers of public who will be attending event, or to the nature and quality of the production or the promotion of the event and the vendor acknowledges it has formed its own independent view as to the worth of the event, its location, timing and format.

11. If an event is canceled as a result of matters beyond the direct control of the organizer, the organizer will bear no responsibility for any expenses incurred by the vendor in regard to the event, including the monies paid by the vendor directly to the organizer.

12. The vendor agrees to comply with all the organizer's move-in/move-out and operational time requirements.

13. Vendors are strictly prohibited from trading, selling and/or distributing beer and/or other alcoholic beverages. The trading, selling and/or distribution of beer and/or alcoholic beverages for the entire duration of the event shall remain the exclusive right of the organizer.

14. The vendor agrees to at all times keep its display and space clean and tidy for the duration of the event. Any refuse, dirt or any other waste material left by the vendor inside their display and space may be cleared by the organizer and a charge levied against the vendor.

15. Without the written consent of the organizer, the vendor shall not use any microphone, sound amplification or musical instrument and if allowed, noise levels will be subject to and/or set at the organizer's discretion. Additionally, without the written consent of the organizer, the vendor shall not conduct any sales or demonstrations or canvassing, other than in the immediate confines of its site.

16. The organizer shall have the right to postpone or amend the time for the holding of the event to any other time which, in the opinion of the organizer, is more suitable for the organizer and will not be responsible for any loss occasioned thereby. If there is a failure of any electrical generating and/or other equipment at any and all times during the course of the event, the organizer shall not be held responsible and will not be responsible for any loss occasioned thereby. The organizer shall further have the right to alter the opening times, closing times and duration of the festivals and will not be responsible for any loss occasioned thereby.

17. If the vendor is a company its directors guarantee the performance of any of the company's obligations pursuant to this agreement and will indemnify the organizer in relation to any of the company's obligations thereto.



18. Without the permission of the organizer, non-retail vendors are not permitted to sell directly to the public any retail products.
19. Upon payment of fees the organizer agrees to provide allocation of a space.
20. Vendors acknowledge that all rights in relation to any photographs, films, videos or sound recording of the event, or any part thereof including the entertainment stage(s) or performers, are the exclusive property of the organizer and that without the written consent of the organizer no vendor is permitted to take or make any photograph, film, video or sound recording. Vendors hereby consent to and authorize the organizer to take, make and use any photograph, film, video or sound recording of the event or any part thereof, including any part of any vendor's display, demonstration, stall and/or van.
21. Prior to selling or sampling any food/beverage/nutritional supplement or the like, vendors must have a local government health permit, and be inspected and approved by a designated health and safety officer.
22. It is not permitted to attach anything to any part of any laneway used by the event on site or for entering and exiting the event. Any vendor causing any damage to the environment and/or any built surroundings will be fully liable for any costs incurred.
23. Any vendor causing damage and/or loss to and of any part of the stall signage supplied by the organizer and/or any of the organizer's sponsors, stall frame and/or covering material or to any furnishings and/or electrical equipment of the organizer will be fully liable for any costs incurred for the repair and/or replacement of the damaged and/or lost equipment.
24. All aspects of vendors' displays are subject to the approval of the organizer. Any display, stall and/or truck/van or any part thereof considered by the organizer to be other than in the best interests of the event may be removed or altered at the discretion of the organizer and at the expense of the vendor.
25. Readily flammable materials are not to be used in the decorating of your site or in the construction of the same and all fire safety rules must be followed so that no toxic waste of fumes should be emitted from your site.
26. The organizer is not responsible for any warranties, promises or agreements made by vendors in relation to vendors or their food and products.
27. Vendors' conduct must be lawful and be conscientious of the well-being and safety of the public.
28. Vendors and their staff agree to accept all the conditions set in this agreement and to comply with any further regulations or instructions given by the organizers to ensure the appropriate result for the event.
29. The organizer in its sole discretion may make rules and amend the terms from time to time as may be necessary for it to produce the event.
30. If an exclusive sponsor is signed no later than 4 weeks before scheduled and subsequent events, specific exclusive products and no other competing brands must be sold at FGPC event following the 4-week endorsement. Affected vendors will be notified and reimbursed their vendor fee if resulting product limitations affect their operations and they choose to withdraw.

You confirm by signing the agreement that you have read the terms & conditions of the agreement including the foregoing and certify that you have understood them and agree to be bound by those terms and conditions.



Food Vendors

The vendor agrees:

- That the assignment of a location in the Vendor Area on Site assigned is the sole discretion of the Organizer; it cannot be transferred, sub-let, or assigned to any other party.
- To provide measurements and weight of the vendor truck for approval and before they are permitted on site this must be approved by the Organizer.
- That the menu & pre packaged products must be approved by the Organizer.
- To ensure that all set-up must be completed by festival opening (Please confirm set-up times with festival vendor coordinator).
- The vendor's truck will come fully equipped with water & power to run the vending operation and that the Vendor will provide all compostable utensils/plates/napkins for each order purchased by the customer.
- To ensure the Vendor has or will have all approved food/fire applications & inspection & approvals to permit them to operate on site. To ensure copies are provided to the festival vendor coordinator for festival records well in advance of festival opening date.
- If the vendor cannot attend the festival there must be a written notice at least 31 days prior to opening date and 50% of the vendor fee will be returned. If less than 30 days notice are given, there will be no reimbursement of vendor fee
- And acknowledges that the Organizer does not warrant that the festival will proceed, and if it does not proceed the vendor fee will be refunded to the Vendor and the Vendor shall make any further claims against the Organizer if the festival does not proceed.
- To have full commercial liability insurance covering its operations while on site.

The Organizer agrees:

- That water will be available.
 - Gray water containers may be available if needed but the Organizer will charge for such additional service.
- That limited power may be available for an extra charge, but at all times the Vendor truck should be self contained and self sufficient.
- To allocate a space to the vendor in the sole discretion of the Organizer as limited spaces are available.
- To provide onsite mention of food vendors during festival weekend.

*** Please Note:** Licensed vendor food trucks are permitted on site; however, support vehicles may not be permitted on site due to event layout, confined spaces and parking availability. Vendors are responsible for their own security. The foot print and size of the food truck must be disclosed and approved by the organizer.

Retail Vendors

The vendor agrees:



- That the assignment of a location in the Vendor Area on Site assigned is the sole discretion of the Organizer; it cannot be transferred, sub-let, or assigned to any other party.
- To provide a list and picture of retail items to be approved by the Organizer.
- To not sell any athletic apparel due to festival sponsorships.
- Those products must be approved by the Organizer.
- To ensure that all set-up must be completed by festival opening (Please confirm set-up times with Festival Coordinator).
- If the vendor cannot attend any or all Vancouver Island series races the vendor must provide written notice of at least 30 days prior to any or all event dates; upon receipt of notice of withdrawal, FGPC agrees to refund 50% of the vendor fee for specific or all events (based on the vendor's instructions). If less than 30 days notice is given for a specific event, there will be no reimbursement of vendor fee. Notice must indicate the specific races the vendor is not attending.
- The vendor acknowledges that the Organizer does not warrant that if a specific festival is canceled or rescheduled, the vendor fee will be refunded to the Vendor and the Vendor may not make any further claims against the Organizer.
- The vendor agrees to provide documentation indicating full commercial liability insurance covering its operations while on site.

The Organizer agrees:

- To allocate a space to the vendor in the sole discretion of the Organizer as limited spaces are available.
- To provide onsite mention of vendors during festival weekend.

Information Vendors

The vendor agrees:

- That the assignment of a location in the Vendor Area on Site assigned is the sole discretion of the Organizer; it cannot be transferred, sub-let, or assigned to any other party.
- To provide a list and picture of items to be approved by the Organizer.
- To not sell any athletic apparel due to festival sponsorships.
- To ensure that all set-up must be completed by festival opening (Please confirm set-up times with Festival Coordinator).
- If the vendor cannot attend any or all Vancouver Island series races the vendor must provide written notice of at least 30 days prior to any or all event dates; upon receipt of notice of withdrawal, FGPC agrees to refund 50% of the vendor fee for specific or all events (based on the vendor's instructions). If less than 30 days notice is given for a specific event, there will be no reimbursement of vendor fee. Notice must indicate the specific races the vendor is not attending.
- The vendor acknowledges that the Organizer does not warrant that if a specific festival is canceled or rescheduled, the vendor fee will be refunded to the Vendor and the Vendor may not make any further claims against the Organizer.



- The vendor agrees to provide documentation indicating full commercial liability insurance covering its operations while on site.

The Organizer agrees:

- To allocate a space to the vendor in the sole discretion of the Organizer as limited spaces are available.
- To provide onsite mention of vendors during festival weekend.