VICTORIA HARBOUR FESTIVAL APPLICATION AND PERMIT

ARTISAN VENDOR VENDOR # 10____

Questions regarding your application can be directed to vicharbourfest@gmail.com* ***Tel: 250 – 516 – 1769

PART A – Completed by Applicant (please make sure your responses are neat and legible, you may want to keep a copy for your records)

1. APPLICANT INFORMATION (Is this your first time participating in the Victoria Harbour Festival? ☐ Yes ☐ No)

Applicant: _____
full legal name (legal guardian to fill out on behalf of minor)

☐ Sole Proprietor ☐ Corporation (BC Incorporation No._____) ☐ Other (specify)_____

Address: _____
Street City Prov. Postal Code

Telephone: _____ _____ _____
Home Work Cell

Email: _____

Website/Social Media: _____

2. DESCRIPTION

Name of Activity: _____

Full Description of Activities: _____

_____

_____

_____

_____.

Would you like to be featured on the *Victoria Harbour Festival website (hyperlink)*: ☐ No ☐ Yes (if Yes, please submit photos of your booth or activities to be featured)

3. BUSINESS LICENCE

☐ I confirm Greater Victoria Harbour Authority's City of Victoria Business Licence will cover the business and activities to be carried out by me under this Permit. *(Schedule A attached)*

4. EMERGENCY CONTACT INFORMATION

Name _____

Address _____
Street City Prov. Postal Code

Telephone: _____ _____ _____
Home Work Cell

GREATER VICTORIA HARBOUR AUTHORITY ("GVHA")

5. VICTORIA HARBOUR FESTIVAL PROGRAM

☐ **Victoria Harbour Arts Festival (10:00am to 11:30pm daily) – No show by 11:30am may result in loss of site and reassignment if available.**

Period	Check	Program	Fee *	GST *	Total *
Full Season		Artist – Full Year	$1,627.40	81.37	1708.77
Off Season		Artist – October to March	$423.81	21.19	445
Weekly		Artist – March	$128.57	6.43	135
		Artist – April to September	$185.71	9.29	195
Monthly		Artist – September to October	$528.57	26.43	555

Full Season Artists Only:

- * 10% Discount if paid in full on or before April 1
- 50% payable on or before April 1; 50% payable no later than July 2

ALL OTHER FEES AND TAXES ARE PAYABLE IN FULL IN ADVANCE

Permit Fees $_____

GST (GVHA #859450538 RT0001) $_____

10% Discount (Full Season Only) $ -_____

TOTAL $_____

☐ Paid with application $_____

Full Season Artists:
☐ ***I agree to pay balance of $_____ by _____ (Applicant initials _____)***

All Other Artists:
☐ ***I agree to pay balance of $_____ by _____ (Applicant initials _____)***

Payment form:

☐ **Cash** ☐ **Credit Card** ☐ **Cheque (Please make cheque payable to <u>Greater Victoria Harbour Authority</u> – initials are no longer acceptable)**

6. GVHA PERMIT AUTHORIZATION (Please submit the following items, and check off each item as you include it)

☐ Photograph of Applicant

☐ Certificate of $2 million liability insurance with GVHA named as additional insured, **provided by Victoria Harbour Arts Festival Coordinator**

6. GVHA PROMOTION AUTHORIZATION (Please submit the following items, if you wish to be promoted)

☐ I hereby authorize The Greater Victoria Harbour Authority to publish photographs or video taken of me (or provided by me) and my personal/business name for the use of print, social media, and/or video-based marketing materials to promote VHF – promoted as the Inner Harbour Summer Line-Up.

GREATER VICTORIA HARBOUR AUTHORITY ("GVHA")

The above-named Applicant:

1. Confirms the contents of this Application are true to the best of the Applicant's knowledge and belief;
2. Confirms the Applicant will carry out the activities in full compliance with the contents of this Application;
3. Agrees to comply with the Terms and Conditions, Rules and the Code of Conduct set out below;
4. **Agrees to any Additional Permit Conditions. If the Applicant does not agree with any of the terms specified in the Permit, the Applicant will immediately notify GVHA and must not occupy or use the Site**; and
5. Agrees to pay the Permit Fees in advance or as agreed in this Permit.

_____	_____	_____
Authorized Signatory of Applicant	Printed Full Name	Date
_____	_____	_____
Signature of Minor (participant)	Printed Full Name	Date

PART B – To Be Completed By GVHA

GVHA acknowledges receipt from Applicant of:

☐ Photograph of Applicant ☐ 2019 Application Form

☐ Certificate of $2 million liability insurance with GVHA named as additional insured, provided by Victoria Harbour Arts Festival Coordinator

Subject to Permit Terms and Conditions, and any Additional Permit Conditions set out below, and the Rules and Code of Conduct, the Applicant is hereby granted a Permit for:

(α) Site: ☐ Causeway

(β) Maximum Display Site Dimensions: ☐ 10' frontage x 4' deep

Term commencing 01**/04/2019** and ending **31/03/2020**

(χ) Permitted Purpose of: _____

(δ) Vendor #: _____

Additional Permit Conditions:	Dated this _____ day of _____, 20____ **GREATER VICTORIA HARBOUR AUTHORITY** PER: _____ NAME: _____ TITLE: _____

GREATER VICTORIA HARBOUR AUTHORITY ("GVHA")

PERMIT TERMS AND CONDITIONS

These are the Terms and Conditions of the Permit that Greater Victoria Harbour Authority ("GVHA" "we", "us", or "our") grants Applicant ("Applicant", "you", "your") regarding use of a Site.

1. **Grant of Permit.** Applicant is granted a non-exclusive and non-transferrable Permit permitting the Applicant to carry out the permitted business or activity described in this Permit on the Site. In the case that the Applicant uses an assistant in the Applicant's absence, the Applicant must not be absent for more than 4 hours in any one day and 2 days in one calendar month. Applicant may not "bank" hours or days of absence.
2. **Permitted Purpose.** You may use the Site for the permitted use and for no other purpose or purposes whatsoever. You acknowledge we may direct you to cease (a) the sale of any specific goods or services, or (b) any activity; whether previously permitted or not, from the Site, and you shall forthwith comply.
3. **Permit Fees.** Unless otherwise permitted, Permit Fees are payable in advance. Except as described herein, Permit Fees are non-refundable. ***Non-payment of the fees in full by July 2 will result in a late penalty fee of 5% on the outstanding balance and will be charged monthly until all monies are paid in full.***
4. **Taxes.** You agree to pay when due all federal, provincial, regional district or municipal taxes charged as a result of your occupation or use of the Site.
5. **Site Location and Relocation.** We shall designate a Site location. In our absolute discretion, we may, on 72 hours' notice, and at any time in an emergency, require you to vacate the designated Site and relocate to a different Site. If you do not agree to relocate, this Permit shall be terminated, and we shall reimburse you for Permit Fees, if any, on a pro rata basis. Schedule B is attached showing artist sites on the Lower Causeway.
6. **GVHA Access.** We shall, at all times and for all purposes have full and free access to the Site.
7. **AS IS, WHERE IS**. You accept the Site AS IS, WHERE IS. You acknowledge GVHA has made no representations or warranties regarding the Site, including regarding the zoning, suitability for your business or activities, or disruptions due to noise, construction or any other cause.
8. **Own Risk**. You acknowledge and agree GVHA shall not be responsible in any way for any injury to any person, or for any loss or damage to any property belonging to you, your employees, agents, or invitees, including any loss or damage caused by theft, breakage, weather conditions, or attributable to electric or other wiring, fire or smoke, unless such loss, damage or injury was caused due to the gross negligence of GVHA or persons for whom it is in law responsible. Under no circumstances shall GVHA be responsible for any personal property brought onto the Site or for indirect or consequential damage or for any business loss.
9. **Responsibility.** You are responsible for ensuring all activities are conducted in a safe and orderly manner; the activities are restricted to the Site; and the activities do not interfere with other users of our property.
10. **Damage to GVHA Property.** Any damage that may be occasioned to our property or any part thereof, or works connected therewith, by you or caused by your activities, shall forthwith be reported to us. Damage costs shall be assessed, and repair costs billed to you.
11. **Days and Hours of Operation.** You agree that you may only occupy or use the site during the days and hours permitted or as we otherwise notify you.
12. **Signage and Displays.** You shall not construct, erect, place, apply or install any graphics, design, poster, sign or display on GVHA's property, including the Site, without first obtaining our written consent. Signage must meet GVHA standards. The cost of installing, maintaining, changing and removing all graphics, designs, posters, signs or displays shall be borne by you. Sandwich boards are not permitted.
13. **Nuisance.** You shall not do or permit to be done any act or thing on our property that is or would constitute a nuisance to our lands or premises, occupants or users or to the public generally. Amplified, recorded or broadcast music or sounds is not permitted.
14. **Clean and Tidy.** You shall maintain the Site and surrounding areas, including any other areas used by you in a clean, neat and tidy condition, and free of waste, all to the satisfaction of GVHA. You are responsible for the removal and appropriate disposal of all waste materials in accordance with applicable laws. No hazardous materials may be stored or disposed of on our property. You will remove all chattels and moveable fixtures from the Licence Area at the end of each day. You shall be responsible for subsequent cost(s) for clean-up by us.
15. **Compliance.** You must abide by and comply forthwith at your expense with all laws, regulations, and bylaws made by federal, provincial, municipal or other authorities and all Rules and Regulations or directions as may be issued from time to time by us concerning our property and its use.
16. **Indemnity.** You agree to indemnify and hold harmless GVHA, its directors, officers, agents and employees from and against all liabilities, losses, suits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defence thereof) based upon or attributable to this Permit or any actions taken or things done by you, your officers, invitees, agents or employees unless such damage or injury was caused due to the negligence of GVHA or any other person for whom it is in law responsible.
17. **Insurance**. Joseph Gonyeau, dba Joseph Gonyeau Services, who is the Victoria Harbour Arts Festival coordinator, agrees to provide to GVHA and maintain during the term of the Permit a policy of general public liability insurance against claims for bodily injury, death or property damage by you as an Additional Insured in the amount of not less than two million dollars ($2,000,000.00) per single occurrence. This coverage only applies to: Vendors who are defined as artists and retailers and only for Victoria Harbour Arts Festival events while at the Inner Harbour, Victoria, BC and only those having no physical contact while performing their operations. Products and Completed Operations are excluded from the insurance coverage.
18. **Suspension.** We may suspend a Permit immediately for up to 5 business days if your activities or conduct are imminently harmful or injurious to the health or safety of the public, or for a breach of the Code of Conduct.
19. **Cancellation.** We may cancel this Permit without cause at any time by giving you 24 hours' notice in writing, and thereupon after the expiration of such period of notification this Permit shall be determined and ended, and any Permit Fees paid will be reimbursed, on a pro rata basis. GVHA may by written notice to you suspend, terminate or not renew this Permit for cause: (a) for a breach of these Permit Terms and Conditions, the Rules or Code of Conduct that continue after we have given 24 hours' notice and you have failed to cure the same; (b) if you attempt to assign or sub-licence this non-transferrable Permit; (c) if any of your goods or chattels are seized or taken in execution by a creditor; (d) for violation of any applicable laws; (e) for physical assault or abusive behaviour towards any person; or, (f) non-payment.
20. **Appeal:** You have no right to appeal a suspension but may request a review of a cancellation of the Permit by contacting our Inner Harbour Facilities Manager in writing within four (4) business days of such action being taken. After meeting with our Marina Services Manager, a final written decision will be delivered to you within another four (4) business days.

GREATER VICTORIA HARBOUR AUTHORITY ("GVHA")

21. **Surrender.** On expiration or earlier termination of this Permit, you must forthwith peaceably quit and deliver possession of the Site to us in a safe, clean and tidy condition and remove any chattels or improvements constructed, placed or installed on the Site by you or on your behalf.
22. **Notice.** Any notice to GVHA shall be delivered to: 1st Floor – 1019 Wharf Street, Victoria, BC, V8W 2Y9. Notice to Applicant shall be in writing by any of the following means: (a) personal delivery; or (b) by registered mail to the address set out by the Applicant in this Permit: or (c) by posting on the Site.
23. **Privacy Statement.** To the extent that any of the information provided in this Application and Permit is personal information, the Applicant consents to its use in accordance with this privacy statement: The information is collected for the purpose of identifying and contacting Applicant if there is an emergency or incident and administering and ensuring compliance with this Permit. Personal information will not be disclosed except as required by law or for the purposes for which it was collected. Applicant may update personal information or obtain a copy by contacting GVHA in accordance with the Notice provision in this Permit.

ARTISAN VENDOR RULES

1. Merchandise must be artist made, artist sold.
2. You must have your GVHA ID Tag on display, so it is clearly visible and produce it on request by a GVHA representative or a peace officer.
3. For absences of more than 7 days during any 4-week period, you must obtain written permission from GVHA.
4. Display tables may not exceed 6 feet by 3 feet, or 18 square feet in total, or be more than 36 inches high.
5. A maximum of 2 folding chairs are permitted on the Site.
6. One backdrop display is permitted, and must not exceed 8 feet in length, including wings, 8 feet high, or a total of 64 square feet.
7. Umbrellas are permitted, and the lowest part of the dome must be no lower than 6 feet 6 inches.
8. No tents are permitted.
9. Low wattage battery-powered lighting focused on the Site is permitted. You may not connect to GVHA power sources or use a generator.
10. Storage of personal items including bicycles or other modes of transportation is not permitted if they interfere with pedestrian traffic or visitor seating.
11. No equipment, props or other items are to be left unattended.
12. You must not affix anything to the Site or mark or draw on any surface on the Site.
13. No third-party advertising may be displayed or worn.
14. Vendors located on the south side of the Lower Causeway will be reassigned to another Site on the Sunday of the BC Day weekend (Symphony Splash) by 2:00 p.m.
15. Items being sold must be placed on decorative cloth or surface area – not directly on the ground or footsteps
16. You are responsible for providing your own tables, seating, power extension cords, electrical equipment, and any other equipment needed to operate your station
17. You shall not leave your stall under the supervision of person(s) under 16 years of age
18. You are responsible for knowing and complying with all federal, provincial, and local law applicable to their products, in particular, health , safety, and packaging regulations.

CODE OF CONDUCT

1. You must not locate yourself so close to another permit holder so as to interfere with the other permit holder's business.
2. You must locate your business or activity in such a way that persons do not obstruct entrances, exits or other passageways or otherwise hinder pedestrian traffic.
3. You must carry out your business or activity in a polite, civil, courteous and professional manner at all times.
4. You must never engage in improper conduct or loud or threatening behaviour. Improper conduct includes, but is not limited to, boisterous or threatening conversations, profanity, or fighting.
5. You may courteously request members of the public not to photograph your artwork up close. However, you must not interfere with photographers taking general view pictures in which your stall and articles may appear.
6. You must not be under the influence of alcohol or a drug.
7. You must immediately follow all written and oral directions of GVHA representatives

GREATER VICTORIA HARBOUR AUTHORITY ("GVHA")

SCHEDULE A

CITY OF VICTORIA
1 Centennial Square
Victoria, BC V8W 1P6
www.victoria.ca

BUSINESS LICENCE

THIS LICENCE MUST BE POSTED IN A CONSPICUOUS PLACE ON THE BUSINESS PREMISES, IS NON-TRANSFERABLE, AND IS VOID ON CHANGE OF OWNERSHIP OR CHANGE OF LOCATION.

BUSINESS & MAILING ADDRESS:

GREATER VICTORIA HARBOUR AUTHORITY

100-1019 WHARF ST
VICTORIA BC V8W 2Y9

LICENCE NO: **13426**

LICENCE FEE: **$0.00**

BUSINESS LOCATION:

100 1019 WHARF ST

EXPIRES ON: **Jan 15, 2020**

LICENCEE

GREATER VICTORIA HARBOUR AUTHORITY
100-1019 WHARF ST
VICTORIA BC V8W 2Y9

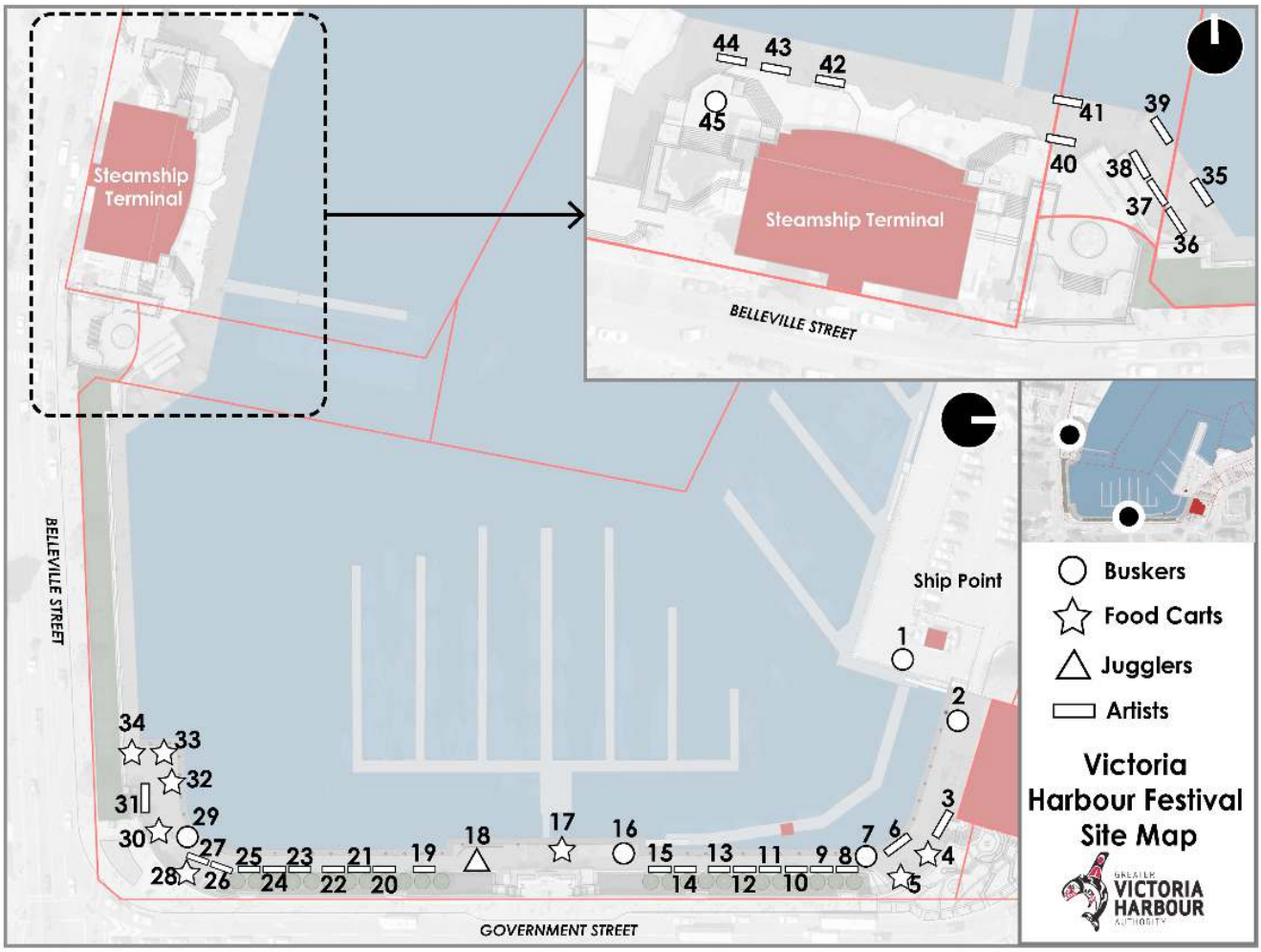
CONDITIONS:

GVHA Corporate Office

HAS PAID THEIR REQUIRED LICENCE FEE AND IS ENTITLED TO CARRY ON THE BUSINESS DESCRIBED AS:

NON PROFIT SOCIETY - GENERAL

IN A LAWFUL MANNER AND THIS LICENCE IS ISSUED SUBJECT TO THE PROVISIONS OF ALL BY-LAWS OF THE CITY OF VICTORIA, NOW OR HEREAFTER IN FORCE, AND TO ALL AMENDMENTS THAT MAY HEREAFTER, DURING THE CURRENCY OF THIS LICENCE BE MADE TO SAID BY-LAWS. IN THE EVENT THE NAME OR NATURE OF THE BUSINESS IS CHANGED, OR THE ADDRESS FROM WHICH THE BUSINESS IS CARRIED ON IS CHANGED, THE CITY OF VICTORIA MUST BE NOTIFIED AT 250.361.0572 OR VIA E-MAIL AT BUSINESSLICENCE@VICTORIA.CA

GREATER VICTORIA HARBOUR AUTHORITY ("GVHA")

SCHEDULE B
(Causeway Site Map)