

WINTER STREET MARKET 2023 TERMS & CONDITIONS

1. All applications are subject to review by the Downtown Kelowna Association (“the DKA” or “DKA”). The DKA reserves the right to refuse any event application or registration. This includes, but is not limited to, application or registration by:
 - a. political or religious groups;
 - b. businesses or organizations promoting the use of or selling drugs or alcohol, including cannabis;
 - c. special interest groups;
 - d. groups who are deemed to be affiliated with hateful or discriminatory behavior.Any payments for registration received by any group or organization refused by the DKA are subject to the CANCELLATION AND REFUND POLICY (see Item 26).
2. A limited number of vendor spaces are available; DKA Member businesses receive priority.
3. Only one business or group (Registrant) is permitted per space. Another Registrant is not allowed to operate from your vendor space without the approval of the DKA.
4. Each STANDARD market vendor space is 10’ x 10’; food truck spaces are 10’x20’ or 10’x30’. Additional fees may apply should you request or require additional space.
5. A maximum of four (4) non-member Mobile Food & Beverage vendors will be accepted.
6. Tenting is mandatory (except for Mobile Food & Beverage vendors); white tents are preferred. Weights must be used to secure the tent. It is the responsibility of the Registrant to provide weights; sandbags or water-filled jugs are sufficient.
7. The Registrant is responsible for providing their own equipment (i.e., tables, chairs, tents, décor, etc.) for their vendor space. Payment for any items rented is the responsibility of the Registrant. If you need to rent equipment, please contact All Occasions Party & Event Rentals (250.763.8687) or your supplier of choice.
8. Power will be provided to market vendor spaces upon request; Mobile Food Vendors will not be provided with power and will rely on their own generator/s for electricity.
9. The DKA will provide the Registrant with a location within the event area and the said location shall be at the sole discretion of the DKA. Locations for DKA members will be given priority. Moving or trading spaces is not permitted.
10. The DKA has the right to move your vendor location if required.
11. The DKA Winter Street Market is a family-friendly and inclusive environment. The Registrant agrees to conduct themselves in a manner that is professional, courteous, and in keeping with a family-oriented and inclusive environment. This includes, but is not limited to:
 - a. abstaining from the use of drugs and/or alcohol, including tobacco and/or cannabis within the event site during the event period;
 - b. refraining from the use of coarse language;
 - c. refraining from the use of hate speech.
12. Animation and/or music played from vendor spaces will be restricted and must be approved by the DKA.
13. Deliveries will not be allowed into the event area after 10:00AM
14. The Registrant will be assigned a specific time to arrive for load-in and set up, beginning at 7:30AM on Saturday, December 2, 2023.
15. Access points to the event site will be identified in the Winter Street Market Event Site Access Map and will be distributed in advance of the event.
16. While temporary vehicle access for unloading is permitted, parking within the event site is not allowed. Parking is available in any of the three City of Kelowna parkades and is FREE on weekends. On-street parking is subject to regular fees and time limits. The DKA is not responsible for parking violations incurred by the Registrant and/or their employees.
17. The Registrant shall complete set up by 10:30AM on Saturday, December 2, 2023.

18. The Registrant shall operate their vendor market space from 11:00AM to 5:00PM on Saturday, December 2, 2023. All sales must cease at 5:00PM
19. The Registrant shall not pack up and/or leave the event area prior to 5:00PM on Saturday, December 2, 2023. Tear-down may commence at 5:01PM.
20. The Registrant shall be responsible for clean-up of the space on which they have been allowed to operate. Clean-up and removal of all materials and garbage (including disposal of grey water) is to be completed by 6:00PM. Garbage and recycling receptacles will be provided on site. The Registrant must leave the event area by 6:30pm.
- 21. MOBILE FOOD & BEVERAGE VENDORS:**
 - a. Drop cloths or tarps must be used under all vehicles on site. Drop cloths or tarps must cover the surface under the vehicle from bumper to bumper.
 - b. Any costs incurred by the DKA for clean-up of spilled items on brick or pavement will be charged back to the Registrant.
 - c. Ice cannot be dumped on grass or plants but may be disposed of on the roadway or in storm drains.
 - d. Mobile Food & Beverage Vendors must provide copies of their Business License, Interior Health Certification, Food Safe Certificate, and certification by the Kelowna Fire Department. Documentation is required by Friday, November 17, 2023.
22. DKA will not be responsible for loss or damage to any property. Accordingly, each Registrant shall take all necessary precautions to protect their valuables.
23. The Registrant is responsible for their own cash, credit card and debit card security.
24. Wireless internet access is not available; please rely on your data plan to run your point-of-sale terminal.
25. **FEES:** Fees are payable online only; the DKA does not accept cash or cheques. Fees are due by Friday, November 17, 2023. Failure to pay fees by the deadline may result in the forfeiture of your space.
- 26. CANCELLATION AND REFUND POLICY**
 - a. Refunds due to inclement weather will not be issued.
 - b. Refunds may be issued for cancellations received in writing with the following conditions:
 - i. 30 days prior to the event: full refund of fees minus processing fees of 2.7% + \$0.30.
 - ii. 15-29 days prior to the event: 75% refund of fees minus processing fees of 2.7% + \$0.30.
 - iii. 14 days prior to the event: 50% refund of fees minus processing fees of 2.7% + \$0.30.
 - iv. Less than 14 days prior to the event: no refund will be issued.

The DKA reserves the right to deny any application or registration upon review. Should an application or registration be denied or revoked, and fees have been paid, a full refund of fees minus processing fees of 2.7% + \$0.30 will be issued.
27. **LIABILITY WAIVER:** The Registrant hereby assumes all responsibility for all known or unknown damages, injuries, losses, judgements and/or claims whatsoever that may occur to any entrant, and his or her property while participating in the Downtown Kelowna Association Winter Street Market 2023 and does release from liability the organizers and sponsors.

If you have any questions or concerns, please contact:

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