

## BLOCK PARTY 2024 TERMS & CONDITIONS

The Applicant hereby acknowledges that they have read, understand, and agree to the following Terms & Conditions:

1. All applications are subject to review by the DKA (the "Producers"), who reserve the right to refuse any event application or registration. This includes, but is not limited to, application or registration by:
  - political or religious groups;
  - special interest groups
  - groups who are deemed to be affiliated with hateful or discriminatory behavior
  - liquor or cannabis retailers.
2. A limited number of vendor spaces are available; DKA Members receive priority.
3. Only one business or group is permitted per vendor stall.
4. A maximum of five (5) non-DKA Member mobile food vendors will be considered for Block Party. Preferred mobile food vendors are those who are purveyors of novelty products not otherwise available in the immediate area.
5. Standard vendor/exhibitor spaces are 10'x10', except for Mobile Food Vendors who are allotted more space to accommodate their vehicle or trailer. Requests for double stalls (10'x20') will be considered, but are not guaranteed. Double stall = double fees.
6. Block Party is a family-friendly and inclusive environment. The Applicant 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:
  - abstaining from the use of drugs and/or alcohol, including tobacco and/or cannabis during the event period;
  - refraining from the use of coarse language;
  - refraining from promoting religious or political messages;
  - refraining from the use of hate speech.
7. Animation and/or music played from vendor spaces will be restricted and must be approved by the DKA.
8. **STALL LOCATION:** The Producers will provide the applicant with a location within the event area and the said location shall be at the sole discretion of the Producers.
9. **ARRIVAL & SITE ACCESS:** All participants, vendors, and exhibitors will be assigned specific times to arrive for load-in and set-up, beginning as early as 7:30am on Saturday, July 20, 2024. Vehicular access to the site is not permitted after 10:00am. Access points into the event site will be identified in the Block Party Event Site Access Map and will be distributed prior to the event.
10. **PARKING:** Parking is not permitted within the event site. Parking is available in any of the three City of Kelowna parkades and is FREE after 5pm, except on special event days. The Producers are not responsible for parking violations incurred by the Applicant and/or their employees.
11. **SET-UP:** All set-up shall be complete by 10:45am on Saturday, July 20, 2024.
12. **HOURS OF OPERATION:** Block Party will run from 11am-5pm.

13. **DISPLAY:** The applicant will be responsible for providing their own materials and utilities (i.e., tables, chairs, tents, umbrellas, power, etc.) for their vendor space. Tenting for your space is recommended (except for mobile food & beverage vendors). **Weights of min. 20lbs per tent leg are mandatory** to secure the tent. Vendors & exhibitors are reminded to keep their stalls clean, tidy, and safe. Signage shall remain tasteful and unobstructive.
14. **END OF SALES:** All transactions must be completed no more than ten (10) minutes after the event ends.
15. **TEAR-DOWN:** All participants will clean up their space upon closure of the event by removing all waste products. Garbage and recycling receptacles will be provided on site. Wastewater or ice cannot be dumped on grass or plants but may be disposed of on the roadway or in storm drains. Tear-down must not commence before the end of the event.
16. **RE-ENTERING FOR LOAD-UP:** Vendors and exhibitors will be granted vehicular access to the site no sooner than 20 minutes after the end of the event.
17. **CLEARING THE SITE:** All participants will complete tear-down and remove all items by no later than 1.5 hours after the end of the event.
18. **MOBILE FOOD & BEVERAGE VENDORS:**
  1. 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.
  2. Any costs incurred by the DKA for clean-up of spilled items on brick or pavement will be charged back to the Business or group.
  3. Ice cannot be dumped on grass or plants but may be disposed of on the roadway or in storm drains.
  4. Mobile Food & Beverage Vendors must provide copies of their valid City of Kelowna Business License, Interior Health Certification, Food Safe Certificate, and a 2024 City of Kelowna Fire Department Inspection Decal.
19. **GENERATORS:** Electricity is not available at the event site; approval to use a generator is required. Generators are subject to the following guidelines:
  1. Must not be louder than 85 dB
  2. Must have built-in grounding
  3. Must be in good working condition and regularly maintained and be placed at least ten feet (10') away from structures and out of the path of customers
  4. Must have a fire extinguisher easily accessible
  5. Gasoline canisters must not be stored next to generators, and the area around the generator must be clear of flammable materials.
20. **CURRENCY:** Vendors are required to accept cash, and may also accept debit/credit for payment.
21. **LOSS/DAMAGE & SECURITY:** The Producers will not be responsible for loss or damage to any property. Accordingly, each participant, vendor, or exhibitor shall take all necessary precautions to protect their valuables. The Applicant is responsible for their own cash, credit card and debit card security.

22. **FEES:** Fees are payable online only; the DKA does not except cash or cheques. Fees are due by June 28, 2024. Failure to pay fees by the deadline may result in the forfeiture of your participation in the event.

23. **CANCELLATION AND REFUND POLICY**

Refunds may be issued for cancellations received in writing with the following conditions:

1. 30 days prior to the event: full refund of fees minus an administration fee of \$25;
2. 15-29 days prior to the event: 50% refund of fees minus an administration fee of \$25;
3. Less than 15 days prior to the event: no refund will be issued.
4. Refunds may be issued for cancellations less than 15 days prior to the event due to unforeseen circumstances such as family emergencies, death, or injury.

24. **RAIN OR SHINE:** This is a rain or shine event. Refunds due to inclement weather will not be issued, **unless** the weather is deemed a safety hazard to the general public.

25. **LIABILITY WAIVER:** The Applicant 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 Block Party and does release from liability the Producers, the City of Kelowna, and any sponsors of the event.