



GREATER VICTORIA HARBOUR AUTHORITY ("GVHA")

VICTORIA HARBOUR ARTS FESTIVAL MARKET APPLICATION AND PERMIT

ARTIST VENDOR

PART A – to be completed by applicant

1. APPLICANT INFORMATION

Applicant _____
full legal name (must be 19+ years of age)

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

Address: _____
Street City Prov Postal Code

Telephone: _____
Home Work Cell

Email: _____

Website: _____

2. DESCRIPTION

Name of Activity: _____

Type of art: _____

Full Description of Activities _____

3. EMERGENCY CONTACT INFORMATION

Name _____

Address _____
Street City Prov. Postal Code

Telephone: _____
Home Work Cell

GREATER VICTORIA HARBOUR AUTHORITY (“GVHA”)

VICTORIA HARBOUR ARTS FESTIVAL MARKET APPLICATION AND PERMIT - ARTIST

PART A – to be completed by applicant

VICTORIA HARBOUR ARTS FESTIVAL HARBOUR DAYS AND NIGHT MARKETS χ

Ship Point Night Market (Fridays and Saturdays 7:00 pm to 10:30 pm from Friday mid-June to Saturday mid-September)

χ Artist (including Handcrafts)

χ Requested Date(s): _____

χ One night \$40 (\$38.10 + \$1.90 GST) χ Two nights \$70 (\$66.67 + \$3.33 GST)

χ Harbour Days Market Weekends – GST included

χ Artist (including Handcrafts)

Check	Events	Dates – Friday to Monday	Fee	GST	Total	Deposit
	Swiftsure Weekend	May 22 -24 2 days 2 nights	\$152.38	\$ 7.62	\$ 160.00	\$160.00
	Canada Day	July 1 1 day	\$ 171.43	\$ 8.57	\$ 180.00	\$108.00
	Victoria International Buskers Festival	July 17–19 2 days 2 nights	\$ 238.10	\$ 11.85	\$ 250.00	\$180.00
	Victoria International Buskers Festival	July 24–26 2 days 2 nights	\$ 238.10	\$ 11.85	\$ 250.00	\$180.00
	BC Day Weekend and Victoria Symphony Splash	Jul 31–Aug 3 3 days 3 nights	\$ 300.00	\$ 15.00	\$ 315.00	\$190.00
	Fashion Splash	Aug 22–24 2 nights 2 days	\$238.10	\$ 11.85	\$250.00	\$180.00
	Labour Day weekend and Classic Boat Festival	Sept 4 – 7 3 days 3 nights	\$ 300.00	\$ 15.00	\$ 315.00	\$190.00

χ Ogden Point Market (mid-June to end of September during permitted days and hours)

χ Artist (including Handcrafts)

χ Requested Date(s): _____

χ One night \$50 (\$47.62 + \$2.38 GST) χ Two nights \$90 (\$85.71 + \$4.29 GST)

χ One full day and night \$100 (\$95.24 + \$4.76 GST)

PART B – GVHA permit authorization

GVHA acknowledges receipt from Applicant of:

χ Copy of City of Victoria Business Licence or χ Not Required

χ those having physical contact with customers Certificate of \$2 million liability insurance with GVHA named as additional insured, provided by Victoria Harbour Arts Festival Coordinator Permit –

Fees (total deposits and fees) \$ _____

GST (GVHA #859450538 RT0001) _____

Paid with Application

\$ _____



GREATER VICTORIA HARBOUR AUTHORITY (“GVHA”)

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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:

- (a) Site: χ Ship Point No. _____ χ Ogden Point No. _____
- (b) Maximum Site Dimensions: _____
- (c) Term commencing (D/M/Y) _____ and ending (D/M/Y) _____
- (d) Permitted Purpose of: _____

Additional Permit Conditions:	Dated this _____ day of _____, 20____ GREATER VICTORIA HARBOUR AUTHORITY PER: _____ NAME: _____ TITLE: _____
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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 Terms and 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 (yy/mm/dd)

Make all cheques payable to Greater Victoria harbour Authourity (no abbreviations please)

Email applications to vicharbourfest@gmail.com

Mailing Address:

Victoria Harbour Festival
 PO Box 8327
 Victoria, BC
 V8W3R9

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.

- χ **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. Permits are valid only for the dates stated on the application.
- χ **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.
- χ **Permit Fees Night Market.** Night Market Permit Fees are payable one week prior to the commencement of the Permit terms. These fees are non-refundable. However if the applicant cancels his or her attendance at the Night Market prior to 4:00p.m. on the Tuesday preceding the the weekend of the Permit, a credit will be given to the applicant for future applications.
- χ **Permit Fees Harbour Days.** Harbour Day fees require a non-refundable deposit before setting up for the 1st day of set up of either or all harbour Day events. The deposit amount will equal the total of the events that have been chosen above.
- χ **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.
- χ **Site Location and Relocation.** We shall designate a Site location. In our absolute discretion, we may 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.
- χ **GVHA Access.** We shall, at all times and for all purposes have full and free access to the Site.
- χ **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.
- χ **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.
- χ **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.
- χ **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.
- χ **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.
- χ **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.
- χ **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.
- χ **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 shall be responsible for subsequent cost for clean-up by us.
- χ **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.
- χ **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.
- χ **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. 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.
- χ **Insurance for those having physical contact while performing their operations.** You agree to take out and maintain during the term of the Permit a policy of general public liability insurance against claims for bodily injury, death or property damage arising out of the use of the Site by you in the amount of not less than two million dollars (\$2,000,000.00) per single occurrence naming “Greater Victoria Harbour Authority” as an additional insured and shall provide us with a certified copy of such policy or policies before you commence any activities under this Permit. All policies of insurance shall contain a



GREATER VICTORIA HARBOUR AUTHORITY (“GVHA”)

waiver of subrogation clause in favour of GVHA and shall also contain a clause requiring the insurer not to cancel or change the insurance without first giving GVHA 30 days’ written notice.

- χ **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.
- χ **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.
- χ **Notice.** Any notice to GVHA shall be delivered to: 6th 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.
- χ **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.

RULES

- χ You must have a copy of your permit in your possession at all times and produce it on request by a GVHA representative or a peace officer.
- χ Night Market set up is no earlier than 6:00 p.m. on the day(s) of operation covered by the permit.
- χ Night Market business activities may be carried on between the hours of 7:00 p.m. and 10:30 p.m. only on Friday or Saturday nights.
- χ In case of bad weather conditions, GVHA reserves the right to cancel the Night Market operations and will issue a credit for a future Night Market application.
- χ Night Market weather related cancellation notices will be available at 250-516-1769 by 4:30 p.m. of the evening of the operation in question.
- χ Harbour Day business activities may be carried on for up to a maximum of 5 days (from Friday to Monday or Tuesday of the event(s)).
- χ Harbour Days is not weather dependent and will take place rain or shine.
- χ All products displayed or sold must have been created by the applicant or be handmade items that come from their country of origin.
- χ Items may not directly compete or copy other local vendors’ art work.
- χ Mass produced or manufactured items are not allowed.
- χ Tear down must begin no later than 10:30 p.m.
- χ Display areas may not exceed 10 feet by 10 feet.
- χ Tents are permitted and must meet 2006BC Fire Code regulations.
- χ You are responsible for providing your own table, seating, power extension cords, lighting or other electrical equipment or appliances.
- χ The maximum light permitted is 100 watts.
- χ Storage of personal items including bicycles or other modes of transportation is not permitted if they interfere with pedestrian traffic or visitor seating.
- χ No equipment, props or other items are to be left unattended.
- χ You must not affix anything to the Site, or mark or draw on any surface on the Site.
- χ No third party advertising may be displayed or worn.

CODE OF CONDUCT

- (e) You must not locate yourself so close to another permit holder so as to interfere with the other permit holder’s business.
- (f) 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.
- (g) You must carry out your business or activity in a polite, civil, courteous and professional manner at all times.
- (h) 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.
- (i) You must not be under the influence of alcohol or a drug.
- (j) You must immediately follow all written and oral directions of GVHA representatives.