2026 VENDOR TERMS AND CONDITIONS AGREEMENT

2026 Marketplace

1. The 2026 Capital Ukrainian Festival will be held as part of Ukraine Week in Ottawa, taking place from August 23 to 30, 2026.

Locations

2. The 2026 Capital Ukrainian Festival Marketplace/Yarmarok will take place on August 30, 2026, at the location and time indicated below.

   Yarmarok (Marketplace)
   Sunday, August 30, 2026
   Lansdowne Park
   1000 Exhibition Way
   Ottawa, Ontario
   09:00–18:00

Vendor Categories

3. There are two categories of Vendors:

   Food Vendors: prepare and sell food for consumption at the Marketplace.

   Pop-up Tent Vendors: include vendors that do not sell ready-to-consume food and that operate from their own pop-up tent. This category includes artisan, commercial and craft vendors.

Mandatory Vendor Set Up Hours

4. Vendor hours are subject to change at the discretion of the Capital Ukrainian Festival Marketplace.

   All Vendors: Sunday, August 30, 2026
   Load in and setup: 07:00 - 08:30
   Operate: 09:00 – 18:00
   Tear-down and departure: 18:00 – 19:00

Load In/Set Up

5. Vendor load in and set up time is between 07:00 and 08:30.

Fees & Payment

6. Vendors will not be permitted to Load In and Set Up if the Capital Ukrainian Festival has not received payment in full.

Inspection Timelines and Penalties

7. Vendors must be fully set up and ready for inspection by the appropriate municipal and regulatory authorities by 08:30 on Sunday, August 30, 2026. Vendors that are not prepared for inspection will be responsible for any resulting costs, penalties, delays or other consequences incurred by the Capital Ukrainian Festival.

Restocking

8. Vendors may not bring vehicles onto or move vehicles through the Marketplace during operating hours unless specifically authorized by the Capital Ukrainian Festival. Restocking must be completed by hand cart or another method approved by the Festival. This restriction does not apply to approved food trucks or trailers that have been positioned in their assigned locations.

Take Down

9. Vendors may take down their booths no earlier than Sunday, August 30, 2026 at 18:00 unless approved by the Capital Ukrainian Festival Marketplace.

Trash

10. Spaces must be free of trash, litter and other refuse at all times.

Site Clean-up

11. Upon conclusion of the Marketplace, Vendors are responsible for removing their equipment and waste and returning their site to its pre-Marketplace condition. This must commence immediately upon the closing of the Marketplace on Sunday, August 30 at 18:00. Failure to do so may result in a cleaning-up fee of up to $500.00 CAD.

Security

12. Vendors are responsible for the security of their own property and equipment at all times.

13. Leaving valuables on site is done at the Vendor's own risk. No security personnel will be assigned to Vendors.

No Pets

14. No dogs, except service dogs, are permitted at the Marketplace.

Conduct

15. Vendors must be appropriately attired at all times. Vendors are encouraged to wear Ukrainian traditional attire and to display Ukrainian flags or other Ukrainian cultural decorations within their assigned spaces.

16. Vendors may not smoke or consume alcoholic beverages within any assigned space.

17. Vendors will not engage in live or recorded music during the Vendor hours unless approved by the Capital Ukrainian Festival.

Canvassing

18. Vendors may canvass or promote their products only from within their assigned booth space unless they have paid the applicable canvassing fee and received prior written approval from the Capital Ukrainian Festival.

19. Roaming sales are permitted only for approved Food Vendors that have paid the applicable roaming fee. Approved roaming Vendors may sell only the products authorized by the Capital Ukrainian Festival and must keep pedestrian routes, entrances and vendor spaces clear. Vendors that canvass or conduct roaming sales without approval may be required to cease the activity, leave the Marketplace and forfeit all fees paid.

Sales

20. The Capital Ukrainian Festival does not guarantee vendor sales, revenue or Marketplace attendance. Sales may be affected by attendance, vendor location, competing products, event conditions and other factors beyond the control of the Capital Ukrainian Festival.

Content

21. Vendors may not sell, distribute or display merchandise or materials that are unlawful or that could reasonably give rise to civil or criminal liability. The Capital Ukrainian Festival reserves the right to require the removal of any merchandise or material it considers inappropriate for the Marketplace.

Space

22. Pop-up tent spaces are 10 ft × 10 ft, with approximately 2–3 ft between vendors. All tents must be properly secured with appropriate weights or sandbags. Food-truck, trailer and other

specialized vendor spaces will be assigned separately by the Capital Ukrainian Festival.

23. Booth-sharing, subletting and the unauthorized promotion or sale of products belonging to another business or organization are not permitted. Only the Vendor named in the approved registration may operate from the assigned space, unless otherwise authorized in writing by the Capital Ukrainian Festival.

24. All merchandise, products, equipment and restocking supplies must remain within the Vendor's assigned space, except where roaming sales or other activities have been specifically approved by the Capital Ukrainian Festival.

Rules and Regulations

25. All vendors are responsible for maintaining a safe environment and must comply with the provisions of all federal, provincial, and municipal rules, regulations and policies.

26. It is the Vendor's responsibility to know these rules and regulations.

27. Booths will be inspected by appropriate municipal, public-health, fire-safety and regulatory authorities concerned, and at any time deemed necessary, to ensure compliance with rules and regulations.

28. The Capital Ukrainian Festival will not be held responsible for any difficulties, costs, or penalties incurred in relation to the current regulations.

City of Ottawa Licences and Permits

29. It is the responsibility of the vendor to contact the City of Ottawa regarding necessary licenses, permits, and any public health

requirements. Food Vendors require certain permits and licences from the City of Ottawa.

Electrical Services

30. Electrical service may be provided to Food Vendors for an additional fee, subject to availability, advance request and approval by the Capital Ukrainian Festival.

31. Vendors may not use generators or other mechanical or electrical equipment unless specifically approved by the Capital Ukrainian Festival.

32. Approved Food Vendors may use authorized electrical service and may operate from food trucks or trailers that have been disclosed in advance and approved by the Capital Ukrainian Festival.

Fire Safety

33. Vendors must comply with all applicable fire-safety regulations and requirements. Fire extinguishers, with a minimum rating or classification of 2A 10BC, are mandatory for Food Vendors and must be in their booth for the entire duration of the Marketplace. Food Vendors are responsible for their own fire extinguishers.

34. Fire-safety officials may inspect vendor spaces during setup and throughout the event and may prohibit any equipment, activity or arrangement that does not comply with applicable fire-safety requirements.

Health and Safety Regulations

35. Food Vendors must comply with all applicable public-health requirements and implement all measures required by Ottawa Public Health and other relevant authorities.

36. Food Vendors must comply with all applicable City of Ottawa food-safety and health regulations.

37. Food Vendors must complete the Ottawa Public Health Vendor Information Package, submit it to Ottawa Public Health, and provide a copy to the Capital Ukrainian Festival by Friday, August 14, 2026.

38. Health inspectors may inspect Food Vendor operations during the event and may order the suspension or closure of any operation that does not comply with applicable health requirements.

Liability Insurance and Proof of Insurance

39. Food Vendors must maintain commercial general liability insurance of at least $2,000,000 and provide the Capital Ukrainian Festival with a Certificate of Insurance naming the Capital Ukrainian Festival as an additional insured.

40. The Certificate of Insurance must be received and accepted by the Capital Ukrainian Festival by Friday, August 14, 2026. Food Vendors will not be permitted to load in, set up or operate at the Marketplace unless this requirement has been satisfied.

Production and Promotion

41. The Capital Ukrainian Festival may market and promote the Festival, the Marketplace and the Vendor's participation at its discretion.

42. The Capital Ukrainian Festival may advertise and promote the Vendor's participation in the Marketplace.

43. The Vendor acknowledges that the Capital Ukrainian Festival may rely on the information and promotional materials provided by the Vendor when advertising and promoting the Vendor's participation in the Marketplace.

44. The Vendor authorizes the Capital Ukrainian Festival to use the Vendor's business name, logo, photographs, likeness, approved promotional materials and information about its products in connection with the promotion and documentation of the Festival and Marketplace.

Signage

45. Vendors may only display their own business signs and banners within the assigned booth space.

Merchandise

46. All revenue generated by the Vendor from its sales at the Marketplace belongs solely to the Vendor.

Exclusivity

47. Vendor participation and product sales at the Capital Ukrainian Festival is non-exclusive.

Taxes

48. The Vendor is solely responsible for collecting, reporting and remitting all applicable taxes arising from its participation and sales at the Marketplace.

Force Majeure

49. If the Marketplace or the Vendor's participation is prevented, rendered impossible or materially affected by government direction, civil disturbance, labour disruption, epidemic, war, emergency, severe weather or another circumstance beyond the reasonable control of the Vendor or the Capital Ukrainian Festival, neither party will be liable to the other for damages. Any refund or credit of registration fees will be addressed in accordance with clauses 58-60.

Weather Conditions

50. The Marketplace is an outdoor event and will proceed in varying weather conditions unless cancelled by the Capital Ukrainian Festival. The Festival is not responsible for weather-related damage, loss, reduced attendance or reduced sales. Vendors are responsible for protecting their property and may wish to obtain appropriate insurance.

Indemnification of Property Damage or Loss

51. The Vendor recognizes, acknowledges, and assumes full risk of any injury, property damage or loss, which he/she may sustain as a result of his/her participation in any and all activities connected with or associated with the Capital Ukrainian Festival.

Violations

52. Vendor acknowledges that a breach of any of the terms and conditions of this Agreement may result in the termination of this Agreement and the preclusion of the Vendor's participation in the Capital Ukrainian Festival Marketplace.

53. In the event this Agreement is terminated as a result of any breach by the Vendor, the Vendor shall not be entitled to any refund, but shall forfeit all amounts previously paid as liquidated damages.

Waiver and Release from Liability

54. The Vendor waives and releases any claims against the Capital Ukrainian Festival and its directors, officers, employees, members, agents, volunteers, contractors, suppliers and representatives arising from the Vendor's participation in the Festival, including claims relating to personal injury, property damage or loss, except to the extent that such a waiver or release is prohibited by law.

Indemnity

55. The Vendor agrees to indemnify and hold harmless the Capital Ukrainian Festival and its directors, officers, employees,

volunteers, contractors and representatives from claims, demands, losses, damages, liabilities, costs and expenses arising from the Vendor's participation in the Festival, including the Vendor's operations, products, services, acts, omissions or breach of this Agreement.

Severability

56. If any provision of this Agreement or the application thereof is held invalid, the invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provisions or application, and to this end the provisions of this Agreement are declared to be severable.

Additional Fees

57. Vendors will be charged an additional amount and are liable if the Capital Ukrainian Festival incurs any:
    a. additional cleaning expenses to clean the vendor booth area, and
    b. fines or penalties due to the negligence of the Vendor.

Refund and Cancellation Policy

58. Except as provided all vendor registration fees are non-refundable once payment has been received. If the Vendor withdraws, cancels or is unable to participate for any reason, no refund or credit will be issued.

59. If the Capital Ukrainian Festival declines the Vendor's registration, any registration fee paid by the Vendor will be refunded.

60. If the Marketplace is cancelled by the Capital Ukrainian Festival, including because of weather, emergency, government direction or another circumstance beyond the Festival's control, the Festival will determine, at its discretion, whether registration fees will be refunded, credited toward a future event or otherwise addressed. The Vendor will not be entitled to compensation for any other costs, losses or damages.

Authority to Execute

61. The Vendor, or representative who is executing this Agreement on behalf of Vendor, hereby warrants and represents that he/she has the full power and authority to bind the Vendor on whose behalf he is executing this Agreement and acknowledges that he/she is making this representation and warranty with the understanding that the Capital Ukrainian Festival is relying thereon.

By signing this Agreement, the Vendor acknowledges that they have read, understood and agreed to all of its terms and conditions.

Name_____

Signature _____

Date_____