



FORT ERIE LIVE RACING CONSORTIUM

HEALTH AND SAFETY RESPONSIBILITY AGREEMENT

Special Event Food Vendor

THIS AGREEMENT made the _____ day of _____, 2025, between the Vendor _____, having a Vendor food truck/booth at the Fort Erie Race Track and the Fort Erie Live Racing Consortium (FELRC) having a facility at - 230 Catherine St, Fort Erie, Ontario, L2E 4W2 for special event days at Fort Erie Race Track.

Vendor Fees: \$60 per event

SPECIAL EVENT - Vendor Fees: FREE on SUNDAY July 27 for our 'Fort Foodie Fest' event

IN CONSIDERATION of the fee paid by the Venders to the Fort Erie Live Racing Consortium (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Vendor shall employ only orderly, trained, competent and skillful people to do the work and the Vendors employees shall be full covered under the Vendors WSIB, Bonding and liability Insurance. All subcontractors must be approved in writing by the FELRC before commencing the set up of any Vendor's booths.
2. The Vendor Acknowledges and accepts all risks arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, weather directly or indirectly, by an act or omission or negligence of the Vendor, or for those whom it is in law responsible.
3. The Vendor shall indemnify and save harmless the FELRC from any and all claims, demands, actions, losses or property damage arising directly or directly from the ownership, possession, use of operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by act or omission or negligence of the Vender, or for those whom it is in law responsible. The Vendor shall protect and hold the FELRC harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by FELRC in connection with such litigations. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this agreement.
4. The Vendor shall abide by and shall ensure that each of the Vendors employees abide by the FELRC Health and Safety rules and regulations. The Vendor will also be able and willing at such times as recommended by the FELRC to provide additional precautions as deemed necessary by the FELRC for the safe- guarding employees and equipment. The Vender further acknowledges and agrees that any violation of Safety rules or regulations is justifications of the immediate termination of this contract with the FELRC, without any further obligation on the part of the FELRC.



5. The Vendor shall, at its own expense, obtain and maintain in good standings all permits and licenses required by any authorities having jurisdiction over the business of the Vendor. The Vendor shall also comply with all Federal, Provincial and Municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety and environmental matters.
6. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of the Province.
7. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this agreement.
8. The Vendor shall not assign this Agreement or any part of it and may not employ or retain anyone as a sub Vendor or otherwise, to perform any part of its obligations under this Agreement with the prior written consent of the FELRC.
9. No Venders booths will be granted by the FELRC unless this Agreement terms and conditions are full accepted and agreed upon by the parties to the satisfaction of the FELRC.
10. Enclosed are the Fort Erie Live Racing Consortium Safety Guidelines. This guide is for all Vendors, their employees and all others who may be involved in work on FELRC properties. This guideline must be read and strictly observed by all when working on FELRC property. There are no exceptions to these guidelines, any Vendor not complying with these guidelines will be ordered to stop the job until the condition is corrected and may be subjected to dismissal. Any cost incurred by non-compliance will be borne by the Vendor.

If there are any questions about any part of this guideline, the Vendor is to contact the Marketing Manager at (905) 871- 3200 ext. 3209 or cell phone 289-241-4486

Please answer the following questions regarding your booth:

What is your business name/Truck name

Please specify the items that you will be offering at your booth.

Will you require electrical courtesy of Fort Erie Race Track? (Note, we have standard electrical outlets, most trucks cannot utilize.)

Do you have any special requests?



Conditions of Exhibiting

1. The Fort Erie Race Track is not responsible for any loss or damage as a result of vandalism or an act of nature.
2. The Fort Erie Race Track reserves the right to set site locations and relocate exhibits.
3. It is the sole responsibility of the exhibitor to ensure that their exhibit and surrounding area is safe and free of hazards and to follow the instructions of race track staff while onsite.
4. Sales permits and collection of all appropriate sales taxes is the sole responsibility of the exhibitor.
5. I understand that this document also serves as a media release form; encompassing all possible media coverage and formats.
6. No refunds, for any reason, will be given for cancellations.

Regulations

- Food items must comply with the Niagara Regional Health Guidelines and complete attached Health and Safety Responsibility Agreement
- Fort Erie Race Track reserves the right to approve each vendor
- Niagara Health Inspection and food safety guidelines will apply. Some restrictions may be in place regarding types of prepared food permitted on the grounds of Fort Erie Race Track.
- Fort Erie Race Track will not be responsible for any loss or damage which may occur to any artwork or goods while on the premises.

No Person Shall

- Sell or distribute anything at Fort Erie Race Track except in accordance with the provisions of this Bylaw
- Place or leave any property in the Market except in accordance with the Bylaw
- Shout, commit any nuisance or be disorderly
- Expose or offer any food items which are in any way unsound or unfit for human consumption, considered second rate goods or fail to conform to applicable health protection, grading or packaging legislation and regulations
- Leave any refuse or waste in the Market area
- Fail to keep any stall occupied in a clean and orderly state
- Use any natural gas, electrical or propane equipment which is in unsafe condition and does not comply with C.S.A. standards
- Load or unload from areas other than those designated
- Vendors are financially responsible for any damage to their designated site that may require maintenance repair (example, damage to fencing)

I agree to the terms and conditions as stated in this contract for exhibiting at Fort Erie Race Track



Prior to the commencement of selling any products the Vendor must sign and return this agreement to the FELRC Security Department.

I _____ have read the Safety Guidelines and understand them. I agree to follow the FELRC Safety Guidelines and work responsibly within the restrictions of this agreement while working on FELRC property. I will ensure that my employees have access to a copy of and will comply with the criteria set out in the FELRC Safety Guidelines.

Accepted the _____ day of _____, 2025.

Vendor: _____

FELRC

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Signature: _____

Signature: _____