

MMOB POP-UP PROGRAM TERMS & CONDITIONS

The Applicant agrees to the following Terms & Conditions:

- All applications are subject to review by the Downtown Kelowna Association (DKA).
- The DKA reserves the right to refuse any event application. This includes, but is not limited to, applications by:
 - mobile food & beverage vendors;
 - political or religious groups;
 - businesses or organizations promoting the use of or selling drugs or alcohol, including cannabis;
 - special interest groups;
 - groups who are deemed to be affiliated with hateful or discriminatory behavior.
- Maximum activations are 3 per season per business/community group/organization; however, exceptions may be made based on availability.
- The DKA will provide the Applicant with a location in the 200 Block of Bernard Avenue; locations for DKA members will be given priority.
- The designated space will be approximately the size of a parking stall (10' x 20'). All infrastructure must fit within this space.
- Infrastructure requirements should be minimal and require approval by DKA.
- The Applicant is responsible for providing their own materials and infrastructure (i.e., tables, chairs, tents, umbrellas, etc.) for their vendor space. Tenting is recommended; if using a tent, tent weights are required to secure the tent.
- NO GROUND PENETRATION (STAKES) OR PERMANENT STRUCTURES.
- 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 the use of hate speech.
- Animation and/or music played from Applicant's vendor space will be restricted and must be approved by the DKA.
- SITE ACCESS: Unless otherwise approved by the DKA, load-in is 11am, sharp, with sales or promotional activity permitted between 12pm-8pm. The site must be clear by 9pm. Access to the site is via Water Street @ Bernard Ave driving in a Southbound direction and by making RIGHT TURN onto Bernard Ave. Please consult the [Meet Me on Bernard Event Site Access Map](#).
- SLOW SPEED ZONE: Max. 5km/h in the Meet Me on Bernard event site.

- **PARKING:** Parking is not permitted within the event site, EXCEPT for when loading or unloading. Parking is available in any of the three City of Kelowna parkades and is FREE after 5pm, except on special event days. The DKA or the City of Kelowna are not responsible for parking violations incurred by the Applicant and/or their employees.
- **ELECTRICITY & GENERATORS:** Electricity is not available at the event site; approval to use a generator is required. Generators are subject to the following guidelines:
 - Must not be louder than 85 dB
 - Must have built-in grounding
 - 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 pedestrians/cyclists.
 - Must have a fire extinguisher easily accessible
 - Gasoline canisters must not be stored next to generators, and the area around the generator must be clear of flammable materials.
- **BUSINESS LICENSE:** A valid City of Kelowna Business License is required IF any business operations or monies are being exchanged onsite. If you do not have a valid City of Kelowna Business License and wish to engage in sales activities, you will be required to obtain a temporary Business License from the City of Kelowna.
- **INSURANCE:** A minimum 2 Million Liability Insurance policy with the Downtown Kelowna Association and the City of Kelowna named as Additionally Insured and the 200 Block of Bernard Avenue as the location is required.
- **LITTER CONTROL:** Applicants are responsible for collection and removal of litter generated by their event. Charges will apply for any clean up done by DKA or City of Kelowna staff.
- **REMOVAL OF GOODS & CHATTELS:** The Applicant undertakes and agrees to remove all the goods and chattels of the Applicant on or before the termination of this agreement. In the event that the Applicant shall fail to remove such goods and chattels as aforesaid, the DKA and/or the City of Kelowna may remove and store goods and chattels at the expense of the Applicant and the DKA and/or the City of Kelowna shall not be liable for any damage to or loss of the said goods and chattels during such removal or storage, or both. All equipment, displays, moneys and other goods and chattels of the Applicant brought onto or into the event area shall be the sole responsibility of the Applicant and the DKA and/or the City of Kelowna shall not be liable for any damage to or loss of such equipment, displays, moneys and other goods and chattels from any cause whatsoever.
- **PAYMENT OF FEES:** Fees are payable online by credit card only; the DKA does not except cash or cheques. Fees are due prior to the activation. Failure to pay fees by the deadline may result in the forfeiture of your application.
- **PERMIT TO OPERATE:** The Downtown Kelowna Association will issue a Permit to Operate for the duration of your pop-up activation. This Permit, along with your Insurance

Documents and, if required, your valid City of Kelowna Business License, must be on-site at all times and must be presented if requested by City of Kelowna representatives.

- **CANCELLATION AND REFUND POLICY**

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

- 30 days prior to the event: full refund of fees minus an administration fee of \$25;
 - 15-29 days prior to the event: 50% refund of fees minus an administration fee of \$25;
 - Less than 15 days prior to the event: no refund will be issued.
 - 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.
- **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.
 - **HOLD HARMLESS AND INDEMNIFICATION:** The Applicant shall be liable for all loss, costs, damages, and expenses whatsoever incurred or suffered by the DKA and the City of Kelowna, their elected officials, officers, employees and agents (the Indemnities) including but not limited to damage to or loss of property and loss of use thereof, and injury to or death of a person or persons resulting from or in connection with the performance, purported performance, or non-performance of this permit/contract, excepting only where such loss, costs, damages and expenses are as a result of the sole negligence of the Indemnities. The Applicant shall defend, indemnify and save harmless the Indemnities from and against all claims, demands, actions, proceedings, and liabilities whatsoever and all costs and expenses incurred in connection therewith and resulting from the performance, purported performance, or non-performance of this permit/contract, excepting only where such claim, demand, action, proceeding or liability is based on the sole negligence of the Indemnities.
 - Other requirements may be identified by the DKA.
 - The Terms & Conditions are subject to change.