



2025 FESTIVAL of HOLIDAY LIGHTS

Participant / Sponsor Application

Downtown Acton Business Improvement Area (DABIA)



Saturday November 9th, 2025 – February, 2026 at **PROSPECT PARK** - 30 Park Ave, Acton ON L7J 1Y5

Participant / Sponsor Application

Contact Name: _____ Company: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Bus Phone: _____ Cell Phone: _____

Email Address: _____

Website: _____

Please list the details and dimensions of the light display that you are supplying if choosing OPTION #1:

(1) _____

Description	Fee	Display Qty	Total
Option #1: Supply your Own Display + Admin Fee	\$150.00 No tax		
Option #2: Sponsor a Display (limited quantity available) + Admin Fee	\$250.00 No tax		
Notes:		Subtotal	
		TOTAL	

*As this is an outside event, all displays must be made to sustain the elements. All displays will be expected to hold up to high winds, extreme freezing temperatures, sun fading, water damage and wet weather. All displays must have mounting points for attaching to a display backing or if 3-dimensional, have secure points available to secure with ground stakes, weights or any combination thereof.

- Please do not send any form of payment until your application is approved and you are notified by the Downtown Acton BIA Office.

Payment Method: ☐ Cheque Enclosed ☐ Cash Enclosed ☐ Send e-transfers to info@downtownacton.ca

ISSUE AND MAIL CHEQUES TO: Downtown Acton Business Improvement Area

BIA Office Mailing Address: Downtown Acton BIA, 25 Mill Street East, Acton, ON, L7J 1H1

IMPORTANT TO NOTE:

1. All light displays are subject to approval for use by the Town of Halton Hills / Downtown Acton BIA before they are accepted for participation and installation at the event site.
2. For more information contact Matthew Galliford, Downtown Acton BIA Coordinator
Phone: 519-853-9555 email: info@downtownacton.ca.

I HEREBY DECLARE THAT I HAVE READ AND UNDERSTAND AND WILL ABIDE BY THE 2025 FESTIVAL of HOLIDAY LIGHTS Participant / Sponsor TERMS AND CONDITIONS AS DESCRIBED ON PAGES 3 AND 4 OF THIS DOCUMENT. I HEREBY CONFIRM THAT THE DABIA, THE TOWN OF HALTON HILLS, HALTON REGION, AND ANY OF THEIR EMPLOYEES, DIRECTORS, AGENTS OR REPRESENTATIVES ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR INJURY, HOWSOEVER CAUSED, TO ANYONE UNDER MY EMPLOY, WITHIN MY ORGANIZATION OR TO ANY CUSTOMERS, VISITORS, PARTICIPANTS OR PATRONS ASSOCIATED WITH, OR ATTENDING THIS EVENT FOR ANY PURPOSE WHATSOEVER.

SIGNATURE: _____ DATE: _____

REMINDER NOTE:

- (1) All Lights, Lighted Displays and other Displays are subject to safety inspection, electrical safety inspection and structural inspection, approval and satisfaction thereof by any of the following event hosts: the Downtown Acton BIA, Town of Halton Hills, Halton Region, or appointed qualified agents selected, before installation and use at this event.
- (2) All lights used **MUST** bear the CSA (Canadian Standards Association) or ETL (Electrical Testing Labs) certification mark for Outdoor Use.

PERMITS: All permits for this event will be held by the Downtown Acton BIA in partnership with the Town of Halton Hills.

Insurance: Insurance for this event will be held by and will cover the liabilities of the Downtown Acton BIA, Town of Halton Hills, their Directors, Employees, representatives and Agents. Patrons and Participants are agreeing to attend this event “at their own risk and understanding of the potential dangers, liabilities and consequences therein”.

**2025 ACTON FESTIVAL of HOLIDAY LIGHTS
Participant / Sponsor APPLICATION/AGREEMENT TERMS AND CONDITIONS**

- BELOW -

2025 ACTON FESTIVAL of HOLIDAY LIGHTS

Participant / Sponsor APPLICATION/AGREEMENT TERMS AND CONDITIONS

This agreement is made between the applicant herein after referred to as the “Display Participant or Participant” and Downtown Acton Business Improvement Area hereinafter referred to as “DABIA” the owner / permit holder of the 2025 Acton Festival of Holiday Lights hereinafter referred to as the “Event”. Vendors if applicable, will be referred to as “Vendor(s)” herein.

1. **OFFICIAL AGENT:** DABIA and the Town of Halton Hills, their committees, Directors, Employees, representatives and Agents, herein referred to as the “DABIA”, Town of Halton Hills”, “Event Manager” as the exclusive and official agent for DABIA with regard to the sales and management of all Participant / Sponsor Space including display, exhibit, promotion, sampling, and vending at the Event as approved.

2. **EVENT DATES:** The 2025 Acton Festival of Holiday Lights, taking place at Prospect Park – 30 Park Avenue, Acton, Halton Hills (hereinafter referred to as the “Site”) from November 2025 until February (TBD) 2026.

EVENT TIMES: The Event operating times are as follows: Evenings from Dusk to 11:00pm starting on November 29, 2025. Please note that vehicle access will be restricted to the Site and to areas within the Site during these times.

Display Installation will commence starting during the week of November 17, 2025, during daylight hours. Displays are expected to be at the Site as scheduled by the DABIA and the Display Provider. Vehicles must be parked upon unloading of equipment and goods.

3. **LICENSE:** Upon acceptance of this agreement, the Market Manager will grant to the Display Participant a nonexclusive license to enter upon and use the Event within the Site for the sole purpose of promotion or maintenance of the designated display(s) or exhibit as identified and approved. Further the Display Participant agrees to honour all Event official suppliers and sponsors as designated by the Event Manager.

VENDORS AGREEMENT IF APPLICABLE

VENDOR SPACE (If Permitted at the Event): The Event Manager cannot guarantee that any Vendor will have a particular location or position at the Event when available. Event Managers will have the sole authority with respect to assigning of locations. All activities by any Vendor will be restricted to the location(s) hereinafter referred to as the “Vendor Space” that is designated for and assigned to the Vendor by the Event Manager and may or may not include the right to vend or sell products or services or conduct sampling without approval. While using the Vendor Space, Vendors shall:

- (1) Ensure that Vendor Space is completely setup, operable and staffed during all Event operating hours unless otherwise approved by the Event Manager.
- (2) NOT to permit any person other than its employees to use any part of the Vendor Space.
- (3) NOT to conduct any activity other than activities approved in writing by the Event Manager.
- (4) Keep the Vendor Space and associated retail vehicles, tents, etc. and equipment in a clean and tidy condition at all times to the satisfaction of the Event Manager and Halton Region Health Department if applicable.
- (5) ***If serving food and beverages, ensure that the food and beverages are stored, prepared**

and served in accordance with all Town of Halton Hills / Halton Region bylaws, regulations, and requirements and all Provincial and Federal laws for the preparation and service for food and beverages.

(6) Remove all litter and refuse from the Vendor Space and ensure that it is placed in the refuse bins provided by the Event Manager.

(7) NOT to interfere with or cause any interruption of the electrical service to your Vendor Space, any other vendor or the Event (if applicable).

(8) NOT to use any bottled gas or gas equipment in or adjacent to the Event and Vendor Space or any other location on the Site without the prior written approval of the Event Manager and the applicable Municipal, Provincial and Federal regulatory agencies.

(9) NOT to use or permit the distribution of free product sampling on the Site unless prior written approval has been obtained by the Event Manager.

(10) Ensure any electrical equipment required in the Vendor Space is approved by the Event Manager prior to its installation by the Vendor. It shall be installed in conformity with all appropriate building codes, permits or regulations and shall be properly insulated and used in such a manner that it is not dangerous or obstructive.

(11) Ensure that all generators are small, quiet and recently inspected and/or serviced to reduce fuel exhaust fumes. All generators must have proper licenses and permits as required by the Electrical Safety Authority and may be subject to inspection at an additional fee. The DABIA, Event Manager and/or the Electrical Safety Authority maintain the right of removal of any generators that do not meet the necessary standards or is deemed too loud.

(12) **Be responsible for hiring, training and, where appropriate licensing, all preparation, service and clean-up staff and shall comply with the Employment Standards Act and the Occupational Health and Safety Act for the Province of Ontario.** ^[1] ^[2] ^[3] ^[4] ^[5] ^[6] ^[7] ^[8] ^[9] ^[10] ^[11] ^[12] ^[13] ^[14] ^[15] ^[16] ^[17] ^[18] ^[19] ^[20] ^[21] ^[22] ^[23] ^[24] ^[25] ^[26] ^[27] ^[28] ^[29] ^[30] ^[31] ^[32] ^[33] ^[34] ^[35] ^[36] ^[37] ^[38] ^[39] ^[40] ^[41] ^[42] ^[43] ^[44] ^[45] ^[46] ^[47] ^[48] ^[49] ^[50] ^[51] ^[52] ^[53] ^[54] ^[55] ^[56] ^[57] ^[58] ^[59] ^[60] ^[61] ^[62] ^[63] ^[64] ^[65] ^[66] ^[67] ^[68] ^[69] ^[70] ^[71] ^[72] ^[73] ^[74] ^[75] ^[76] ^[77] ^[78] ^[79] ^[80] ^[81] ^[82] ^[83] ^[84] ^[85] ^[86] ^[87] ^[88] ^[89] ^[90] ^[91] ^[92] ^[93] ^[94] ^[95] ^[96] ^[97] ^[98] ^[99] ^[100]

(13) Be responsible for all supplies and services required to operate the Vendor Space including but not limited to paper and plastic cups, plates, knives, forks and spoons.

(14) Be responsible for the safety and security of their product, displays, fixtures, equipment, vehicles and all other such items that the Vendor may bring on to the Site during the Event including the move-in and move-out periods.

(15) Agree and ensure that all employees, officers, agents service providers, etc. shall comply with all terms and conditions of this agreement and further agrees that the Event Manager may, from time to time, give the Vendor further reasonable instructions that will not interfere with the principle use of the Vendor Space and the Vendor shall ensure that these further instructions are complied with by its employees, officers, agents service providers, etc.

6. **VENDOR'S PROPERTY:** Vendor's Property including but not limited to, displays, merchandise, fixtures, equipment, vehicles, etc. that are brought on to the Site during the Event including the move-in and move-out periods shall be brought on to the Site at the Vendor's own risk and neither DABIA nor the Event Manager nor the Town of Halton Hills may be held responsible for the loss or damage of any property of the Vendor, its officers, agents, employees resulting from any cause whatsoever.

7. **TENTS:** Tents are the responsibility of the Vendor. All tents must be erected by the Vendor in accordance with all Town of Halton Hills bylaws, regulations, and requirements and all provincial and federal laws. All tents must be secured/weighted down with sufficient weight to ensure they are safely secured for all weather conditions.

8. **POWER:** Power is NOT available at all locations but may be requested and purchased in advance for an additional fee as per the above enclosed order form if available.

9. **WATER:** Potable water is not available on Site. If water is required, it is the responsibility of the Vendor, and the Vendor must ensure that they comply with all Town of Halton Hills by-laws, regulations, and requirements and all provincial and federal laws related to the use and disposal of water and/or other liquids.

10. **GARBAGE AND CLEAN-UP:** Vendors are responsible for the clean-up of their Vendor Space. All garbage generated as a result of their operation must be put in designated bins, dumpsters and pick up areas for pick-up and disposal by the end of the Event daily hours. All vendors and exhibitors must leave their Vendor Space(s) as they found it, clear of all garbage, grease stains and oil spills. Failing to do so, will result in fines and clean up fees billed directly to the Vendor.

11. PERMITS & TAXES:

(1) **Exhibit Permits:** Each Vendor is responsible for obtaining and maintaining all permits and licenses required for the operation of their Vendor Space including without limitation those required by the Town of Halton Hills, the Province of Ontario and all applicable Health authorities and all applicable liquor licensing agencies where applicable.

(2) **Taxes:** Each Vendor is responsible for collecting, reporting and paying applicable HST and any other applicable Tax relating to all Vendor sales.

12. **PAYMENTS:** No Vendors will be allowed to set up on-site until all monies owed including exhibit fees, taxes, permits, service fees, etc. are paid in full. A \$50 administrative fee will be charged to the Vendor for all NSF cheques.

13. **CANCELLATIONS:** No Vendor will receive a refund should they look to cancel this agreement or reduce the number of Vendor Space(s).

14. **LATE ARRIVALS / EARLY DEPARTURES:** Vendors who cannot attend the Event must provide one-week written notice to the Event Manager.

15. **ORDERS/RENTALS:** The Event Manager will only accept orders upon receipt of the completed and accepted Vendor Application/Agreement and the required payment(s). All orders will be processed on a first paid first served basis. The Vendor is responsible for all loss or damage to equipment, however caused, through the rental period. Willful abuse, negligence, theft, or missing items are the total responsibility of the Vendor. Unreturned items will be billed at replacement value. The Vendor agrees to properly protect, safeguard and operate all equipment while it is in its possession and to return equipment to Event Management at the expiry of lease or terms agreed upon.

16. PRIVATE VENDING:

(1) Private Vending sites at the Event and on the Site will not be permitted.

(2) Any Vendor involved directly or indirectly, through the supplying of products to Vendors not in possession of a valid Event Vendor permit or in a location other than that which the Event Manager has approved, will result in the Event Manager withdrawing the Vendor permit without financial reimbursement and removing the Vendor from site.

(3) Any Vendor involved directly or indirectly in the selling of products that are not consistent with the image or spirit of the Vendor permit and or products that have not been previously approved by the Event Manager may result in the closing of Vendor's Space(s) and/or the confiscation of all or a portion of the Vendor's product and/or the removal of the Vendor and their product from the Site without any financial reimbursement.

(4) The Event Manager reserves the right to approve all products and services to be displayed, exhibited, promoted, sampled and sold. Said approval shall not be unreasonably withheld provided all products are appropriate for displaying or vending at the Event.

(5) All branded products must be officially licensed or purchased from the brands official licensee.

(6) Products and services may not advertise or promote brands that compete with the Event's official sponsors, partners and suppliers.

17. ADVERTISING:

(1) Vendors are permitted to place or erect advertisements, banners, pennants, flags, symbols, logo decals, signs, posters or displays in the Vendor Space provided that they are in keeping with the image or spirit of the Vendor and/or the theme of the Event. Vendors may not advertise or promote brands that compete with the Event's official sponsors, partners and suppliers. The Event Manager and/or the DABIA reserves the right to require the Vendor to remove any conflicting or offensive advertising material without any financial reimbursement.

(2) It is strictly forbidden to use the Event name or logo or any other Event affiliated, associated, or related names, logos or trademarks without the authorization of the Event Manager.

(3) It is strictly forbidden to sell any merchandise, (e.g. clothing, souvenirs etc.) carrying

the official name or logo of the Event without the prior written approval of the Event Manager.

18. **PREMIUMS:** Vendors are permitted to use merchandise, premiums and promotional material in connection with any promotional activities on site, such as; giveaways, self-liquidating programs, joint merchandise programs, sales incentive programs, door openers, traffic builders or any other promotional program for publicity purposes or in connection with any similar method of merchandising designed to promote their Vendor Space and/or the sale products or services at their Vendor Space. Vendors may not use merchandise, premiums or promotional material that promote brands that compete with the Event's official sponsors, partners and suppliers. The Event Manager and/or the DABIA reserves the right to require the Vendor to remove any conflicting or offensive merchandise, premiums or promotional material without any financial reimbursement.

19. ACCREDITATION / PARKING PASSES / SERVICE PASSES / VEHICLE ACCESS:

(1) **ACCREDITATION PASSES:** Given that the Event is a "free event", no Vendor accreditation passes will be issued.

(2) **PARKING PASSES:** No Vendor Parking Passes will be issued. If we are unable to provide parking for Vendors, and parking on side streets is limited it must be conducted in accordance with Town of Halton Hills parking by-laws and regulations.

(3) **VEHICLE ACCESS:** Supply vehicle access is limited to the schedule set out by the Event Manager, DABIA or Town of Halton Hills as required.

20. VENDOR INSURANCE: The Vendor agrees to the following insurance requirements and shall:

(1) **Maintain comprehensive general liability insurance with a combined single limit of not less than \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage with the DABIA and Town of Halton Hills included as additional insureds.**

(2) **Provide the Event Manager with an insurance certificate that will confirm these coverages for the entire period of the Event or Special Event and that the policies contain severability of interest and cross liability clauses. This certificate of insurance must be provided to the Event Manager no later than your scheduled Event Permit date. Failure to provide the insurance certificate could result in cancellation of this Agreement at the Event Manager's sole discretion. Print or email suffice.**

(3) Acknowledges that its equipment and property at the Event is not protected by insurance against fire, theft, vandalism, etc. by the Event or Organizers and the protection of such is the responsibility of the Vendor.

21. LIMITATIONS OF LIABILITY:

Management will provide adequate and reasonable security for the Event. However, neither Event Management nor the Town of Halton Hills, nor DABIA nor any of their respective directors, officers, employees, agents or subcontractors (collectively, the "Releasees") will be liable for, and the Vendor hereby releases and forever discharges the Releasees from and against, any and all subcontractors arising out of or in any way related to the Vendor's use and/or occupation of Vendor Space, the Vendor's attendance

at and participation in the Event, or the acts or omissions (negligent or otherwise) of the Vendor, its employees, agents or subcontractors, notwithstanding that such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees. The Vendor's products, property and exhibits/displays while at the Event shall be at the sole risk of the Vendor.

22. **INDEMNIFICATION:** The Vendor agrees to the following indemnification requirements and shall fully indemnify and hold the Releasees, and each of them, harmless from and against any and all losses, damages, actions, claims, liabilities, costs, expenses, rights and demands of any nature or kind whatsoever, including but not limited to personal injuries, death, disability, property damages, and legal fees and expenses for litigation and settlement, arising out of or in any way related to the license granted hereunder, any occurrence in or upon or at the Event, the Vendor's use and/or occupation of Vendor Space, the Vendor's attendance at and participation in the Event, the Vendor's violation of any laws or ordinances the violation or breach of any provision of this Agreement by the Vendor, or the acts or omissions (negligent or otherwise) of the Vendor, its employees, agents or subcontractors, notwithstanding that any such loss or damage may have been contributed to or occasioned by the negligence of one or more of the Releasees.

23. VENDOR APPOINTED CONTRACTORS (VAC):

Vendors who desire to use an VAC to set up and/or dismantle their Vendor Space(s) must provide the Event Manager with the following information no later than 7 days prior to the affected Event date(s): a) name address, and telephone number of the VAC; b) name of the supervisor to be in attendance; c) a valid certificate of insurance with minimums of \$100,000 workmen's compensation and employer's liability. General liability coverage must provide for \$1,000,000 per occurrence and in the aggregate for bodily injury and property damage; and d) a statement that the VAC shall comply with Vendor Terms and Conditions. All Exhibitors shall ensure that all employees or contractors will be governed by the Employment Standards Act and Occupational Health and Safety Act for the Province of Ontario.

24. FORCE MAJEURE and ACTS OF GOD:

DABIA and the Event Manager shall have no liability whatsoever for any matter or thing resulting from strikes, riots crime lockouts, fire, act of terrorism or war, or an event described by the legal term act of God such as hurricane, flooding, earthquake etc. that shall prevent one or both parties from fulfilling their obligations herein.

If Applicable: VENDORS APPLICATIONS are due by request of the Event manager. All Participant / Sponsor Applications are due as expressed on the application form.



Shop, Eat & Explore Local

It's Worth the Drive

No UNAUTHORIZED Solicitation of any political, religious or social issues will be permitted without Town of Halton Hills / Downtown Acton BIA written consent.



How to Participate

How To Participate

1. Complete the attached Application Form

Please return it to the BIA Office

2. \$150.00 Admin Fee and supply your own