



ACTON FARMERS' MARKET

Downtown Acton Business Improvement Area (DABIA)

Thursdays 4:00-7:00pm, from June 4th to October 8th, 2020

19 Willow St. N, L7J 1Z6, Acton, ON

FARMER / VENDOR APPLICATION

Contact Name: _____ Company: _____

Address: _____

City: _____ Province: _____ Postal Code: _____

Bus Phone: _____ Cell Phone: _____

Email Address: _____

Website: _____

Will you be using a barbecue or propane: _____ Will you be bringing your own generator: _____

Please list the products you will be selling: (If more product needs described, please attach list to the Application)

(1) _____ (2) _____

(3) _____ (4) _____

NOTE ON RESELLING:

- Up to 30% of Vendor products may be resale products from other local Ontario farmers and/or businesses subject to the approval of the Event Manager. Resold products must be clearly labelled as to its origin.
- Flea market or commercially manufactured items will not be approved. All retail products must clearly signify that their products are 100% produced either locally or by the Exhibitor directly.

Description	1 Week Rate	4 Week Rate	Season Rate	Total
10' x 10' Market Space	\$20.00	\$75.00	\$325.00	
10' x 20' Market Space	\$35.00	\$130.00	\$565.00	
Electrical (Limited Supply)	\$5.00	\$20.00	\$60.00	
			Subtotal	
			TOTAL	

E-TRANSFERS SEND TO: info@downtownacton.ca

ISSUE AND MAIL CHEQUES TO: Downtown Acton Business Improvement Area

IMPORTANT TO NOTE:

- Food vendors only: Completed Halton Region [Food Vendor Application](#) copy is required.
- For more information contact **Alex Hilson** TEL: 519-853-9555 EMAIL: info@downtownacton.ca.
- Please list premiums (See Page 3) being offered and attach with Farmer/Vendor Application.
- Please include images of your key products you wish to sell and a brief 150 word description of your business.

Payment Method: Cheque Enclosed Cash Enclosed Sent eTransfer (info@downtownacton.ca)

I HEREBY DECLARE THAT I HAVE READ AND UNDERSTAND AND WILL ABIDE BY THE MARKET VENDOR TERMS AND CONDITIONS AS DESCRIBED ON PAGE 2 AND 3 OF THIS DOCUMENT. I HEREBY CONFIRM THAT THE DABIA AND THE TOWN OF HALTON HILLS IS NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR INJURY, HOWSOEVER CAUSED, TO ANYONE UNDER MY EMPLOY, OR TO ANY CUSTOMERS OR VISITORS TO MY VENDING PREMISES WHILE OPERATING OR REMAINING ON SITE DURING THE ACTON FARMERS' MARKET:

SIGNATURE: _____ DATE: _____

ACTON FARMERS' MARKET FARMER & VENDOR APPLICATION/AGREEMENT TERMS AND CONDITIONS

This agreement is made between the applicant herein after referred to as the "Vendor" and Downtown Acton Business Improvement Area hereinafter referred to as "DABIA" the owner of the 2020 Acton Farmers' Market hereinafter referred to as the "Market".

1. OFFICIAL AGENT: DABIA has retained the Farmers' Market Management Committee as an event management team, herein referred to as the "Market Manager" as the exclusive and official agent for DABIA with regard to the sales and management of all Vendor Space including display, exhibit, promotion, sampling, and vending at the Event.

2. EVENT DATES: The Market is the 2020 Acton Farmers' Market taking place at **19 Willow St. N Acton, Halton Hills** (hereinafter referred to as the "Site") every Thursday from June 4th to October 8th.

3. EVENT TIMES: The Market operating times are as follows: Thursdays from 4:00pm to 7:00pm. Please note that vehicle access will be restricted to the Site and to areas within the Site during these times. Vendor move-in will commence at 3:00pm on event days and must be completed by 4:00pm. Vendors are expected to be at the Site no later than 3:30pm and not leave until 7:00pm. All Vehicles must be removed immediately upon unloading of equipment. Move-out will begin same day at 7:00pm or after significant crowd dispersal and must be completed by 8:00pm.

4. LICENSE: Upon acceptance of this agreement, the Market Manager will grant to the Vendor a non-exclusive license to enter upon and use the assigned Vendor Space(s) within the Site for the sole purpose of the display, exhibit, promotion, sampling or sale of goods and services identified and approved. Further the Vendor agrees to honour all Market official suppliers and sponsors as designated by the Market Manager.

5. VENDOR SPACE: The Market Manager cannot guarantee that any Vendor will have a particular location or position at the Market. Market Managers will have the sole authority with respect to assigning of locations. All activities by the 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 Market Manager and may or may not include the right to vend or sell products or services or conduct sampling. While using the Vendor Space, Vendors shall:

(1) Ensure that Vendor Space is completely setup, operable and staffed during all Market operating hours unless otherwise approved by the Market 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 Market Manager.

(4) Keep the Vendor Space and associated tent and equipment in a clean and tidy condition at all times to the satisfaction of the Market Manager.

(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 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 Market Manager.

(7) If tent is supplied by Market Manager, NOT to make any alterations, decorations or additions to the interior or exterior of event supplied tent(s) nor install any fixtures, fittings or signage without prior consent of the Market Manager.

(8) NOT to cause any strain by placing excessive weights on the floor, walls or ceiling of the event supplied tent where applicable.

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

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

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

(12) Ensure any electrical equipment required in the Vendor Space is approved by the Market 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.

(13) 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, Market 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.

(14) 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.

(15) 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.

(16) 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 Market including the move-in and move-out periods.

(17) 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 Market 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 Market 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 Market 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 that are not provided by the Market Manager 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 Market. 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 arrive after 3:30pm or leave before 7:00pm except that their space may be reassigned moving forward. As well, they will receive a warning. After three warnings they will be removed from the Market with no refund. Vendors who cannot attend must provide one week written notice to the Market Manager.

15. ORDERS/RENTALS: The Market 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 Market Management at the expiry of lease.

16. PRIVATE VENDING:

(1) Private Vending sites at the Market and or 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 Market Vendor permit or in a location other than that which the Market Manager has approved, will result in Market 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 Market Manager may result in the closing of Vendor's Vendor 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) Market 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 Market.

(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 Market'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 Market. Vendors may not advertise or promote brands that compete with the Market's official sponsors, partners and suppliers.

and the Market 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 Market name or logo or any other Market affiliated, associated, or related names, logos or trademarks without the authorization of the Market Manager.

(3) It is strictly forbidden to sell any merchandise, (e.g. clothing, souvenirs etc.) carrying the official name or logo of the Market without the prior written approval of the Market 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 Market's official sponsors, partners and suppliers. The Market 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 Market is a "free event", no Vendor accreditation passes will be issued.

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

(3) VEHICLE ACCESS: Supply vehicle access is limited to the following schedule: Each Thursday between June 4th and October 8th between 3:00pm to 4:00pm and 7:00pm – 8:00pm.

20. 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 Market Manager with an insurance certificate that will confirm these coverages for the entire period of the Market and that the policies contain severability of interest and cross liability clauses. This certificate of insurance must be provided to the Market Manager no later than your first scheduled Market day. Failure to provide the insurance certificate could result in cancellation of this Agreement at the Market Manager's sole discretion.

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

21. LIMITATIONS OF LIABILITY: Management will provide adequate and reasonable security for the Market. However, neither Market Management nor the Town of Halton Hills, nor DABIA nor any of their respective directors, officers, employees, agents or sub-contractors (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 Market, or the acts or omissions (negligent or otherwise) of the Vendor, its employees, agents or sub-contractors, 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 Market 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 Market, the Vendor's use and/or occupation of Vendor Space, the Vendor's attendance at and participation in the Market, 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 sub-contractors, 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 Market Manager with the following information no later than 7 days prior to the affected Market day: 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 Market 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.