

VENDOR/TENANT AGREEMENT



2023 Market Rates

Rates effective January 1, 2023

Full Season - 6 Market Days

- Regular - \$300 + tax (\$339.00)
- Hydro - \$450 + tax (\$508.50)
- Cooking Station - \$600 + tax (\$678.00)

(First come first choice of station)

Occasional (per day)

- Single Day No Hydro - \$65 + tax (\$73.45)
- Single Day Hydro - \$95 + tax (\$107.35)
- Single Day Cooking Station - \$125 + tax (\$141.25)

Single day vendors are strongly discouraged and will be approved on a case by case basis by the market manager.

Statement of Waiver of Liability

It is agreed between the two parties named that The Market Shoppe (Host) and Rocklands Market (Landlord), bear no responsibility for:

Any goods, services and/or equipment provided by the said vendor and that the vendor will accept full responsibility for any injury or damages caused by the sale of such goods, services and/or equipment while on the premises of The Market Shoppe at Rocklands Market.

Any injuries or damages caused to customers or other attending persons by the deliberate or negligent acts of such vendor, while on the premises of The Market Shoppe at Rocklands Market. All vendors have an obligation to report any and all injuries and/or property damage to The Market Shoppe at Rocklands Market Staff, immediately upon occurrence.

Payment of rent by the Vendor to The Market Shoppe at Rocklands Market is for the use of the facility only, as otherwise agreed to herein, and is in no way a payment (partial or otherwise) attributable to the premiums paid by the Host or Landlord for the Host or Landlord's policy of insurance.

The Tenant is not intended to be and is therefore not an unnamed insured pursuant to any policy obtained by the Host or Landlord and is therefore not intended to be afforded coverage pursuant to such policy.

The Host or Landlord does not waive any rights that they may have to commence or continue an action against the Tenant for damages caused by the Tenant to a third party or for damages caused by the Tenant to the Landlord's premises.

The parties are responsible for their own negligence and will therefore obtain their own insurance coverage.

It is the Vendors responsibility to give correct and accurate information.

1. All vendors must have submitted a signed and correctly completed vendor agreement, and completed an interview with the Market Manager.
2. Booth Fees: Vendors submit full payment prior to Market via e-transfer (themarketshoppe@outlook.com), cash or cheques to be made payable to "The Market Shoppe"
3. Collection of Fees: The Market Manager or delegate shall collect all fees when they are due. Vendors may not set up until appropriate fees are paid. A \$35.00 charge will be levied on NSF cheques.
4. Market hours: 9:00 am to 4:00pm. All vendors must remain on their rented lot until 4:00pm with the only exception in the case of emergency at which time assistance from market staff is required to leave the vendor lot. Due to safety concerns this will be enforced.
5. The Market Shoppe at Rocklands Market reserves the right to fill any space until after 8:00 a.m., for that day only. No refunds for those who do not show up.
6. Punctuality: Vendors must arrive at The Market in time to unload, move products to their booth, park vehicles, set up their booth and open for business at the designated opening time. It can become a safety issue. On each occasion, Vendors who arrive late will be warned by the Market Manager. If the Vendors are late three times, their membership in The Market Shoppe at Rocklands Market will be terminated. Fees will not be returned. There is absolutely no leaving early. It is disruptive to the market, the other vendors and the customers.

a. If a Seasonal Vendor has not arrived at least 1 hour before opening time the Market Manager has the option to fill the booth space with another Vendor. All Vendors should notify the Market Manager if they will be late or absent.

b. Early Departure: Vendors must keep their booths open for the entire Market period. **Booths must not be disassembled prior to closing time.** There is absolutely no leaving early without permission from the Market Manager. It is disruptive for the market, other vendors and customers. By a very rare exception a Vendor may leave early and the Market Manager must be notified in advance. If the Vendor must leave early, his/her vehicle must be parked in the public area. A sign should be displayed, explaining the circumstances causing the absence. In no case will a vehicle be allowed to move adjacent to or in the customer area until after the Market has closed. All vendors must leave the Market no later than 2 hours after the Market closes.

7. Refund Policy : The Market Shoppe at Rocklands Market fees are non-refundable. They may be refundable in exceptional circumstances and by written request, at the discretion of the Market Manager.

8. The Market Shoppe at Rocklands Market reserves the right to terminate any vendor agreement and evict any vendor anytime at The Market Shoppe at Rocklands Market's discretion without written notice or explanation.

9. Vendors are responsible to keep their own lot neat and orderly and take all their garbage with them. Do not leave food scraps and do not feed the birds. By signing this agreement Vendors understand that the Rocklands Market goal is to maintain the natural beauty of the space. Failure to treat the property with respect will result in immediate eviction from The Market Shoppe at Rocklands Market with no refund of vendor fees. The Market Shoppe at Rocklands Market is a rain or shine event.

10. Firewood for your vendor booth **MUST** be purchased from Rocklands Market. **NO OUTSIDE WOOD** will be permitted. Wood is not included in the cost of the cooking station fees.

11. Parking: Vendors may park temporarily adjacent to their booth for unloading purposes, but must not leave their vehicle engine running during this period. Vendors may park their vehicles and trailers in the designated parking area. Prime parking areas must be left clear for customers.

12. Dogs and other pets: Due to both food and personal safety, The Market Shoppe at Rocklands Market does not allow dogs or other pets on the Market Grounds. This policy is strongly recommended by the Public Health Unit, with the exception of service animals. They must be under control and away from food at all times.

13. Vendor Signs & Educational Material: All vendor signs are required to be displayed advertising, including used to educate customers on the nature of the vendor's farm operation, agricultural or craft products must be truthful. Any representations perceived to be less than truthful will need to be removed immediately upon request of the Market Manager or her designated representative.

14. Products: Vendors must bring enough products to last for the entire Market period. Exceptions may be made for reasons of product supply beyond the control of the Vendor (i.e. produce in season).

15. Displays: Vendors are responsible for providing all display materials (including tables and chairs), as well as, setting up and tearing down of any displays. Booths should have an attractive and professional appearance, enhanced by good presentation and cleanliness. The Market Manager may ask that unsightly or unsafe materials be removed. Every vendor is responsible for ensuring that their booth setup is safe (i.e. if a tent is used, that it is properly secured to the ground with weights or stakes, all signage, displays, tables, etc. Should be safely secured and any spills or breakage be quickly and safely cleaned up). This is to ensure the safety of both the vendors and the customers. The Market Manager will inspect all vendor setups on an ongoing basis to ensure the safety measures are in place.

16. Conducting Business: Vendors must remain in their own booth when selling. Sales must be conducted in an orderly and business-like way. No shouting or other objectionable means of soliciting trade are permitted. Vendors are asked to present themselves in a professional manner.

17. Pricing: It is preferred that all items offered for sale have pricing prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other vendors or dumping products at a bargain or sale prices. Volume buying sales incentives such as \$2.00 each or 3 for \$5.00 is permitted. However, incentives that present a flea market image; such as "Year-end sale", Buy 2 get 1 Free or 50% off are not permitted.

18. Farm Products Grades and Sales Act: Products must be sold by units of legal containers such as bushels, 4-liter baskets, quarts, pints, etc. If your product is sold by weight, the scale must be government inspected, displaying a valid sticker. All products should be correctly labeled.

19. Food Handling: Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. All Vendors and staff must practice these standards to prevent the transfer of pathogens between Vendor/Staff and subsequently to foods. All food vendors must have the necessary food handling certificates and comply with public health guidelines/ regulations.



Accordingly:

- a. All food stuff offered for sale must be protected from contamination; and
- b. Items containing hazardous ingredients such as meat, cheese, dairy, rice, or eggs must be kept in a freezer, refrigerator or cooler, which contains a thermometer.

20. Samples and condiments: If serving samples,

- a. prepare individual samples designed to be handled by one person, only;
- b. provide toothpicks, small paper containers or pass out each sample;
- c. provide tongs, forks or spoons for each type of condiment being offered;
- d. ensure that no customer hands are placed in sample containers.

21. Buskers

- a. Oversight: Buskers will be overseen by the Market Manager.
- b. Priority: Vendors will take priority over buskers for space at the Market.
- c. Fees: Buskers will be charged a fee to be at the Market,
- d. Interference: Buskers are not to interfere with business of vendors, and the interactions between customers and vendors.

22. Garbage/Recycling: We will be providing waste and recycling receptical for shoppers. What you bring in, you take out. Each vendor must take their grey water, grease, food waste, and garbage from the Premises at the end of each market day.

23. Waste Water: Vendors must come with a plan to remove their waste water from the property safely.

24. Insurance: Market vendors shall obtain and provide evidence of liability insurance which lists Rockland Markets LTD. as well as The Market Shoppe, as additional insured. Rocklands Market and The Market Shoppe will not be liable for any loss, theft, damage, liability, or illness suffered by any Market Vendor.

25. Protect well and septic system: At no time shall any Market Vendor do anything that would damage or cause harm to the well or septic system located on the Premises.

26. Fire pits/BBQs: All fires and cooking devices must be supervised at all times. Live fires may only take place in designated areas. No outside fire wood to be brought onto the Premises. Firewood can be purchased from the Rocklands Market LTD through the market manager . The market manager shall ensure that the adequate number of fire extinguishers are available as well as totes of water and pails in the case of fire. The water in totes is NOT potable water. Do not drink it or use it in any capacity other than extinguishing fires.

27. Liquor: Any liquor sales shall comply with Ontario law

28. Public Decency: Market Vendors shall not permit or support any behaviour that is obscene, disgusting, shocking, racist, or otherwise offensive to the general public.

29. Parking: Parking is common and unreserved and is available on a first come first served basis. Market Vendors and guests are only to park in the mown area designated for parking and that at no time shall ingress/egress via the driveway be blocked or impeded. No overnight parking.

30. Children/Pets: small children are to be supervised by adults at all times. Pets and farm animals are not permitted on the property. Report any instances to the market manager.

31. First Aid: A well-stocked First Aid station for Market Vendors/guests in case of emergency is available. Please alert the market manager if assistance is required. Injuries will be documented.

32. General Safety: All attempts must be made to ensure guests to this venue remain on the trails and out of the long grass, off the rocks and that nobody climbs trees. The ground in the long grass has not been checked for safety in any capacity and there is also a risk of ticks in this area according the Public Health.

We are all in this together and we want a safe and happy market. If you see anyone taking part in unsafe and/or un permitted actions, please alert the market manager.

Market Manager Responsibilities

33. Rules and Regulations: The Market Manager supervises the day-to-day operation of the Market. She will apply the rules and regulations of the Market and report violations to the authorities as necessary.

34. Space Allocation:

- a. The Market Manager shall assign all booth spaces, taking into consideration:
* Priorities established;



- * Vendor attendance record, including late arrivals and early departures;
- * Booth availability;
- * Product category and its' compatibility with products of nearby Vendors; and
- * Special requirements (Hydro, parking, late arrivals, early departures).

35. Removal of Persons: The Market Manager has the authority, to request any Vendor or other person to leave the Market operating area and, if necessary, to call the police for assistance.

36. Conflict Resolution: Vendors are encouraged to approach the Market Manager if they encounter a problem. Any discussion of the problems of the Market in front of customers is strongly discouraged.

I understand, agree and accept the terms of this Vendor Tenant Agreement including the Insurance Provision as a condition of gaining access to The Market Shoppe at Rocklands Market to sell goods, and/or services.

Printed Business Name of Vendor: _____

Printed Name of Vendor: _____

Signature: _____

Date: _____

