

## **SAMPLE VENDING AGREEMENT**

**THIS AGREEMENT**, made in duplicate, effective as of the XXX day of XXX, 2019.

**BETWEEN:**

### **THUNDER BAY COUNTRY MARKET**

(hereinafter referred to as the “**TBCM**”)

**- AND -**

Insert Vendor Name

(hereinafter referred to as the “**Vendor**”)

**WHEREAS** the TBCM operates facilities known as the Market at the Canadian Lakehead Exhibition, Thunder Bay, Ontario;

**AND WHEREAS** provision has been made for the Vendor to sell Goods and Services at the Market;

**AND WHEREAS** the TBCM requires vendors to sell Goods and Services from Vending Booth locations at the Market;

**AND WHEREAS** the Vendor wishes to sell Goods and Services at the Market;

**NOW THEREFORE THIS AGREEMENT WITNESSETH**, in consideration of the mutual promises hereinafter set out, the TBCM and the Vendor hereby agree as follows:

### **ARTICLE 1 INTERPRETATION**

#### **1.1 Definitions:**

In this Agreement the following words and phrases shall have the following meanings:

- a) “**Agreement**” means this agreement, all appendices to this agreement and any instrument amending this agreement;
- b) “**Business Day**” means any working day, Tuesday to Saturday inclusive, but excluding statutory and other holidays, namely: New Year’s Day; Good Friday; Christmas Day; Boxing Day, and any other day which the TBCM has elected to be closed for business;
- c) “**Vendor**” means (INSERT NAME) in accordance with this Agreement;
- d) “**Market**” means a collective of Vendors selling their goods and services to customers.
- e) “**Market Business Hours**” means Saturday from 8 a.m. to 1 p.m. and Wednesday from 3:30 p.m. to 6:30 p.m. or other times throughout the year as requested by the TBCM.
- f) “**Regular Markets**” means Indoor and Outdoor Markets held on Saturdays and Wednesdays year-round except during the Canadian Lakehead Exhibition.
- g) “**Indoor Markets**” means Markets within the Dove Building, Thunder Bay, Ontario.

- h) **“Outdoor Markets”** means Markets in parking lots near the Dove Building, Thunder Bay, Ontario.
- i) **“Off-site Markets”** means Markets conducted at other places than at the Dove Building, Thunder Bay, Ontario, such as the summer Market at the Moose Lodge during the Canadian Lakehead Exhibition.
- j) **“Special Event Market”** means additional Markets not listed on Appendix B – Market Schedule.
- k) **“TBCM”** means the Ontario Not-For-Profit Corporation the Thunder Bay Country Market Association;
- l) **“TBCM Representative”** means the contact person identified for the TBCM in this Agreement;
- m) **“Market Manager”** means the Manager hired by the Thunder Bay Country Market to manage operations of the Market
- n) **“Vending Booth”** means the space allocated to the Vendor to sell its approved Goods and Services located in the Dove Building or other designated locations set out by the TBCM, for the Market to be held.
- o) **“Vending Booth Layout Plan”** means a plan to layout the location of Vendors, Vending Booths, hallways, exits, washrooms and other areas to best facilitate health and safety requirements, maximize combined Vendor sales, and create positive Vendor relations.
- p) **“Term”** means the term of this Agreement as set out in Section 3.1 hereof.
- q) **“Unplanned Absence”** means the Vendor is absent for a single Market due to unforeseen circumstances.
- r) **“Planned Absence”** means the Vendor is absent for any number of consecutive Markets and/or any series of Markets, such as every Wednesday, or every market during a season. Common Planned Absences include medical procedures, vacation, and seasonal impacts on product supply. Planned Absences require at least 1 week written pre-approval by the TBCM Representative.

## 1.2 **Certain Rules of Interpretation:**

In this Agreement:

- (a) *Time:* Time is of the essence in the performance of the parties’ respective obligations;
- (b) *Money:* Unless otherwise specified, all references to money amounts are to Canadian currency;
- (c) *Headings:* The descriptive headings of Articles and Sections are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents thereof;
- (d) *Approvals and Consents:* Whenever a provision of this Agreement requires an approval or consent by a party to this Agreement and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the party whose consent or approval is required shall be conclusively deemed to have withheld its consent or approval;
- (e) *Calculation of Time:* Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which

the period commences and including the day which ends the period and by extending the period to the next Business Day following if the last day of the period is not a Business Day;

- (f) *Business Day*: Whenever any payment is required to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action shall be taken on the next Business Day following;
- (g) *Number and Gender*: Whenever a word importing the singular or plural is used in this Agreement, such word shall include the plural and the singular respectively. Words importing persons of either gender and firms and corporations shall include persons of the other gender and firms and corporations as applicable; and
- (h) *Joint and Several Liability*: Where any party is comprised of more than one person or entity, the obligations of each of such person or entities shall be joint and several.

## **ARTICLE 2 GENERAL**

### **2.1 Vendor's Representations and Warranties**

The Vendor warrants and represents that:

- (a) It validly exists as a legal entity with full power to perform and observe all the terms and conditions of this Agreement;
- (b) It is registered and qualified to do business wherever necessary to carry out this Agreement;
- (c) It is not a party to an agreement, business or other relationship that may conflict with this Agreement;
- (d) It is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada); and
- (e) It is conducting its business in compliance with all applicable federal, provincial, and municipal laws, and all rules, regulations, by-laws, notices, orders and approvals.

### **2.2 Condition Precedent:**

This Agreement is not binding on the TBCM, until it has been duly executed and approved by the TBCM.

### **2.3 TBCM Right of Entry:**

The TBCM and all persons authorized by the TBCM may, at any time without notice, enter and inspect the Vending Booth, and enter the Vending Booth for the purpose of conducting business relating to the operation of the Market. Such entry shall be deemed not to be an interference with the Vendor or the Vendor's rights or privileges hereunder.

### **2.4 Assignment:**

The Vendor shall not assign, subcontract, transfer or pledge this Agreement, or any part of it, without the prior written consent of the TBCM. Any breach of this provision shall not relieve the Vendor from its obligations under this Agreement or impose any liability upon the TBCM to any third party.

### **2.8 Waiver:**

A waiver of any failure to comply with any term of this Agreement must be written and signed by the party providing the waiver. Each waiver must refer to a specific failure to comply and shall not have the effect of waiving any subsequent failures to comply.

### **2.9 Amendment:**

This Agreement may only be amended by a written agreement signed by the parties.

2.10 **Circumstances Beyond the Control of Either Party:**

Neither party shall be responsible for damage caused by delay or failure to perform under the terms of this Agreement resulting from matters beyond the control of the parties including strike, lockout or any other action arising from a labour dispute, fire, flood, act of God, war, riot or other insurrection, acts of the Queen's or public enemies, terrorism, sabotage, vandalism, lawful act of public authority, acts or restraints of governmental bodies or authorities or delay or default caused by a common carrier which cannot be reasonably foreseen or provided against.

2.11 **Jurisdiction:**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and shall be treated in all respects as an Ontario contract. The parties to this Agreement hereby irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario and all courts competent to hear appeals therefrom.

2.12 **Schedules:**

The following are the schedules attached to and forming part of this Agreement:

Appendix A – Market Fees

Appendix B – Market Schedule

2.13 **Entire Agreement:**

This Agreement constitutes the entire understanding of the parties pertaining to its subject matter. There are no other agreements, understandings, representations, warranties, collateral agreements or conditions affecting this Agreement except as expressed herein.

2.14 **Partnership or Other Relationship**

It is understood and agreed that nothing contained in the Agreement or in any acts of the parties hereto shall be deemed to create any partnership, employment relationship, joint venture, agency or other relationship between the TBCM and the Vendor.

**ARTICLE 3  
TERM**

3.1 **Term of Agreement:**

- a) The Term of this Agreement shall commence March 1, 2019 and shall continue for a period of one (1) year until the 29<sup>th</sup> of February, 2020 unless sooner terminated in accordance with this Agreement.

**ARTICLE 4  
FEES**

4.1 **Calculation of Fee:**

The Vendor shall pay the TBCM fees outlined in Appendix A.

## **ARTICLE 5 VENDOR OBLIGATIONS**

### **5.1 Outdoor and Off-Site Markets**

The Vendor is required to give the Market Manager at least 2 weeks' notice of their planned dates to sell at any Outdoor or Off-Site Market.

The Market Manager will confirm the availability of space and dates within 1 week of receiving such a request.

Vending Booths will be assigned based on attendance on Wednesday's and Saturdays starting with the first Market of the season. Vending Booth assignments will be determined solely by the Market Manager.

### **5.2 Indoor Markets**

a) The Vendor is required to sell its Goods and Services during all Regular Markets (See Appendix B – Market Schedule), except during absences:

I. For an Unplanned Absence the Vendor must:

- a. communicate their absence to the Market Manager by 7 a.m. for a Saturday Market and 2 p.m. for a Wednesday Market,
- b. pay the Vending Booth fee for the absent Market – See Appendix A.

II. For a Planned Absence the Vendor must:

- a. Make an email request to the Market Manager with a copy to the TBCM Representative at least 1 week in advance of the first day of absence,
- b. obtain approval from the TBCM Representative before taking absence,
- c. pay the Vending Booth fees for the absent Markets – See Appendix A,
- d. move and/or cover displays to make room for an alternative Vendor if requested by the Market Manager.
- e. meet with the TBCM Representative and/or the TBCM Board of Directors to explain excessive absences if requested.

b) The Vendor shall not reasonably withhold its consent to open and operate during Special Event Markets where a request of at least 2 weeks' notice has been made by the TBCM.

### **5.3 Ready to Sell - Start of Market**

The Vendor must be in place ready to sell by 7:50 a.m. Saturday and 3:20 p.m. Wednesdays. The Vendor must be ready to sell 10 minutes before the opening of the Market.

The Vendor may not sell before the bell rings to signal the Market is open.

Vendors can arrive for set-up after 1 pm on Wednesday and after 6:30 am on Saturday. Vendors can also access the Dove Building on Friday. Other times and days may also be available, please contact the Market Manager for more information.

### **5.4 Leaving Early**

The Vendor may not pack up or leave his booth before the closing bell.

If the Vendor runs out of stock during the Market, he may contact the Market Manager to obtain approval times and places to pack up and leave.

It is a best practice to keep your Vending Booth open if you sell out early, talk to customers and encourage future sales. It is also best practice to make adjustments to the quantities of product you are bringing to market if selling out early regularly.

### **5.5 Sell Only Approved Goods or Services**

The Vendor will only sell the goods and services that were accepted in writing by the Board of Directors. Should the Vendor wish to sell other items they may make an application to the TBCM.

- 5.6 **Collection Waste**  
The Vendor shall be responsible for the collection of all waste materials and deposit the same to such place or places as may from time to time be designated by the Market Manager.
- 5.7 **Keeping Clear**  
The Vendor shall be responsible for the piling of boxes, cartons, barrels or other similar items, which things shall not be placed by the Vendor in a public area of the Market. The Vendor shall be responsible for moving boxes, cartons, barrels or other similar items upon request of the Market Manager.
- 5.8 **Cleaning Supplies**  
The Vendor shall be responsible for the provision of all cleaning supplies and cleaning equipment required for cleaning duties as set out in section 5.9 of this Agreement.
- 5.9 **Cleaning**  
Routine cleaning appropriate for the daily operation of the Vending Booth shall be carried out by the Vendor at its expense.  
Brooms and mops are available on each level of the Dove Building. Mop buckets can be emptied into the Men's washroom slop sinks, but not the toilets.  
Vendors must not sweep into the aisles.
- 5.10 **Approval to Use TBCM in Marketing**  
The Vendor shall not use any TBCM logos, trademarks, or TBCM photo into its uniforms, promotional material, business correspondence or intellectual property without the express, prior written permission of the TBCM.
- 5.11 **Damages Caused by Vendor to TBCM Property:**  
If any property of the TBCM becomes damaged or destroyed through negligence, carelessness or misuse by the Vendor, its employees, or anyone acting with its permission, which shall be determined by the TBCM in its sole discretion, the necessary repairs, replacements or alterations shall be completed to the satisfaction of the TBCM at the expense of the Vendor.
- 5.12 **Equipment and Displays**  
The Vendor shall provide all equipment and displays for the sale of their goods and services.  
The Vendor shall keep excess stock hidden.
- 5.13 **Food Handling and Food Quality**  
If the Vendor handles prepared foods they shall comply with all pertinent laws and public health regulations governing the safe and sanitary handling.  
All pre-packaged foods must meet Canadian Food Inspection Agency requirements.  
A Vendor who handles prepared food must display a minimum "C" grade at their Vending Booth as issued by the Thunder Bay District Health Unit.
- 5.14 **Delivery of Merchandise and Parking**  
All delivery and dispatch of goods and displays, shall be managed by mutual satisfaction between the TBCM and the Vendor. The TBCM shall have no responsibility regarding such delivery or dispatch of merchandise, supplies, equipment and furniture.  
Vendors will park their vehicles in parking areas designated by the Market Manager. Such parking areas change throughout the year and the Vendor will be notified of the designated areas.
- 5.15 **Management and Supervision**  
The Vendor shall provide a competent Manager/Supervisor to serve as its representative and to have complete charge of the Vending Booth. The Vendor shall inform the TBCM of the name and contact information for its Manager/Supervisor. The Vendor shall inform the TBCM should the Vendor's Manager/Supervisor change.

- 5.16 **Appropriate Conduct**  
The Vendor may not solicit their goods or services beyond their Vending Booth.  
The Vendor must maintain professional conduct, proper dress and deportment.  
The Vendor may not grieve any disputes with other Vendors, the Market Manager, the Board of Directors, the TBCM or any of its employees in public or private media or any other public environment.
- 5.17 **Outdoor Vendor Tents**  
If the Vendor Booth is outdoor the Vendor must supply its own tent.  
Tents must be secure from winds turning them into hazard and set as to not create interference to other Vendors or customers.
- 5.18 **Banned Products**  
The Vendor will not sell any products or services which contravene Provincial or Federal regulation.
- 5.19 **Environmental Impacts**  
It is a best practice to reduce impacts on the environment including re-using cardboard boxes, minimizing the use of plastic bags and Styrofoam packaging.

## **ARTICLE 6 TBCM OBLIGATIONS**

- 6.1 **Allocating a Vending Booth**
- a) The Market Manager shall assign a Vending Booth, including the definition of its boundaries and storage areas if any;
  - b) The Vendor may make a written request to the Manager to move to an alternate available Vending Booth and the Manager will not unreasonably deny such a request;
  - c) The Market Manager may make a written request to the Vendor to move to an alternate Vending Booth and the Vendor will not unreasonably deny such a request;
  - d) If the Market Manager and Vendor do not agree on the Vending Booth location, the Vendor will continue to sell its Goods and Services at its assigned Vending Booth until the Board of Directors can make a final decision; and
  - e) The Market Manager may move a Vendor to an alternate Vendor Booth with three (3) weeks' notice as part of a TBCM Board approved Vending Booth Layout Plan.
- 6.2 **Locked Perimeter**  
The TBCM maintains a locked perimeter to the indoor portions of the Market while it is not open for Markets or other business operations. However, the TBCM is not responsible for lost or damaged product or displays at any time, open or closed.
- 6.3 **Major Repairs**  
The TBCM will work with its landlord the Canadian Lakehead Exhibition provide major repairs, and will give the Vendor notice of any disruption to its Vending Booth. The TBCM may offer the Vendor alternate space for its Vending Booth should repairs interfere with the Market. The TBCM is not responsible for any damages or loss of business to the Vendor caused by major repairs.
- 6.4 **Utilities and Maintenance:**  
The TBCM shall provide utilities and perform the following services without charge to the Vendor:
- a) Maintenance and repair of floors, walls, ceilings, windows, as occasioned by normal wear and tear.
  - b) Maintenance and repair of heating, ventilation, electrical and plumbing systems as occasioned by normal wear and tear.
  - c) Provision of lights and hot water.

6.5 **Electricity and Storage**

The TBCM shall provide electricity for Vending Booth lights and appliances on a fee for use basis. See Fees - Appendix A.

The TBCM does not guarantee a consistent supply of power. If Vendors leave products on-site between Markets they do so at their own risk.

The TBCM shall provide storage, when available, on a fee for use basis. See Fees – Appendix B. Any items stored with the TBCM shall be at the Vendor’s own risk.

6.6 **Supplied Equipment:**

The TBCM will supply shared equipment to assist the Vendor:

- a) Folding tables
- b) Brooms, mops and buckets for cleaning

6.7 **Marketing and Special Event Promotions:**

The TBCM will promote the Market and Special Events which will benefit all Vendors, but not specifically any one Vendor.

The TBCM will maintain a website on which the Vendor may provide a listing of the Goods and Services the Vendor sells at the Market.

The Vendor is solely responsible for promoting for its participation at the Market, at its own cost. For clarity, TBCM has no responsibility for the promotion of the Vendor’s participation at the Market or the Vendor’s products or services.

6.8 **Communications**

The Market Manager will communicate with Vendors in person, by email or by hand-delivered notes to the Vending Booth.

Optional communications include the Vendors Only Facebook page which the Vendor may or may not participate in.

**ARTICLE 7  
INSURANCE**

7.1 **Liability Insurance:**

The Vendor hereby agrees to put in effect and maintain insurance for the Term, at its own cost and expense all the necessary and appropriate insurance that a prudent person in the business of the Vendor would maintain including, but not limited to, the following:

- (a) commercial general liability insurance on an occurrence basis for third party bodily injury, personal injury and property damage, to an inclusive limit of not less than \$2,000,000 per occurrence. The Policy is to include the following:
  - The Thunder Bay Country Market as an Additional Insured with respect to liability arising in the course of performance of the Vendor’s obligations under, or otherwise in connection with this Agreement
  - employers liability coverage (or compliance with the paragraph below entitled “Certificate of WSIB Coverage” is required)
  - 30 day written notice of cancellation
  - non-owned automobile coverage with blanket contractual coverage for hired automobiles

7.2 **Proof of Insurance:**

The Vendor shall provide to the TBCM a valid Certificate of Insurance and a renewal replacement as may be necessary, confirming the insurance coverage requirements and stating any pertinent exclusions as applicable, contained by the policy(ies), on or before January 1, 2019.



**7.3 Certificate of WSIB Coverage**

If the Vendor assigns employees to work at the Market and if the Vendor does not provide a policy endorsement for Employer's Liability, the Vendor shall submit a valid certificate of WSIB coverage to the TBCM, prior to the commencement of the Term and any subsequent policy renewal, referencing this Agreement.

**7.4 Compliance with Insurance Policies:**

The Vendor shall not do or permit any act or thing which will in any way impair, contravene or invalidate any policy of insurance held by the Vendor or the TBCM in respect of this Agreement.

**ARTICLE 8  
NOTIFICATION**

**8.1 Notices:**

Any notice or communication required or permitted to be given under this Agreement shall be in writing and shall be either:

- (a) delivered personally or by courier;
- (b) sent by certified or registered mail, postage prepaid with return receipt requested; or
- (c) sent by facsimile addressed to the other party at the address provided below or at such other address as either party shall later designate to the other in writing.

Notices shall be deemed to be effective: (a) in the case of personal delivery or courier, at the time of delivery; or (b) in the case of certified or registered mail, three (3) business days after the notice was sent; or (c) in the case of facsimile, one (1) business day after such notice is received by the other party. In the event of a postal disruption, notices must be given by personal delivery or by facsimile. Unless the parties expressly agree in writing to additional methods of notice, notices shall only be provided by the methods contemplated in this Section.

All notices or communications shall be addressed as follows:

If to the TBCM

Jodi Belluz (or the name of the individual who is the President of TBCM at the time of notice)  
President – TBCM Representative  
Thunder Bay Country Market  
(INSERT ADDRESS)

**If to the Vendor:**

(INSERT NAME & ADDRESS)

**ARTICLE 9  
LIMITATION OF LIABILITY**

**9.1 Exclusion of the TBCM's Liability:**

The TBCM, its directors, officers, employees and agents shall not be liable or responsible in any way for any injury or damage whether physical or economical, direct or consequential, of any kind (including death) that may be suffered or sustained by the Vendor, or any director, officer employee, agent, contractor, supplier, representative, customer or patron of the Vendor or any other person who may be upon or in the Vending Booth, participating in the Market or for any loss or theft of, or damage or injury to any property belonging to the Vendor or its directors, officers, employees, agents, contractors, suppliers, representatives, customers or patrons or any other person while such property is on or in the vicinity of the Vending Booth or Event.

**ARTICLE 10  
INDEMNITY**

**10.1 General Indemnity:**

The Vendor hereby agrees to indemnify and hold harmless the TBCM, its directors, officers, employees and agents, from and against any and all liability, loss, costs, damages and expenses (including legal, expert and consultant fees), causes of action, actions, claims, demands, lawsuits or other proceedings, (collectively, "Claims"), by whomever made, sustained, incurred, brought or prosecuted, including for third party bodily injury (including death), personal injury and property damage, in any way based upon, occasioned by or attributable to anything done or omitted to be done by the Vendor, its directors, officers, agents, employees, partners, affiliates, volunteers, subcontractors or independent contractors in the course of performance of the Vendor's obligations under, or otherwise in connection with, this Agreement.

**10.2 Further Indemnity:**

The Vendor further agrees to indemnify and hold harmless the TBCM, its directors, officers, employees and agents, for any incidental, indirect, special or consequential damages, or any loss of use, revenue or profit, by any person, entity or organization including the TBCM, arising out of or in any way related to this Agreement.

**10.3 Vendor Participation in Proceedings:**

The Vendor shall, at its expense, to the extent requested by the TBCM, participate in or conduct the defence of any Claim against the TBCM, its directors, officers, employees or agents referred to in this Article and any negotiations for their settlement. The TBCM may elect to participate in or conduct the defence of any such Claims by notifying the Vendor in writing of such election without prejudice to any other rights or remedies under this Agreement or at law or in equity. Each Party participating in the defence shall do so by actively participating with the other's counsel. The Vendor shall enter into no settlement unless it has obtained the prior written approval of the TBCM. If the Vendor is requested by the TBCM to participate in or conduct the defence of any such Claims, the TBCM agrees to co-operate with and assist the Vendor to the fullest extent possible in the Claim and any related settlement negotiations. If the TBCM conducts the defence of any such Claims, the Vendor agrees to co-operate with and assist the TBCM to the fullest extent possible in the Claim and any related settlement negotiations. This Section shall survive any termination or expiry of the Agreement.

## **ARTICLE 11 TERMINATION**

### **11.1 Termination of Agreement – Immediate:**

The TBCM reserves the right to terminate the Agreement upon twenty-four (24) hours written notice to the Vendor if:

- (a) the Vendor is adjudged bankrupt or makes a general assignment for the benefit of its creditors or a receiver is appointed on account of the Vendor's insolvency;
- (b) the Vendor has made a material misrepresentation or has provided materially inaccurate information in its Application, which the TBCM learns about during the Term;

### **11.2 Termination of Agreement – Prior Notice**

The TBCM reserves the right to terminate the Agreement if the Vendor fails to or neglects to comply with any of its obligations required by this Agreement.

Prior to terminating the Agreement for a failure or neglect to comply with this Agreement, the TBCM shall provide at least ten (10) calendar days prior written notice to the Vendor detailing the Vendor's failures in complying with this Agreement.

In the event the Vendor fails to remedy such neglect or failure by the expiry of the ten (10) day notice period, at the TBCM's sole discretion, the TBCM reserves the right to terminate this Agreement.

### **11.3 Second Notice**

If the Vendor has been given one (1) notice under the previous section 11.2, the issuance of a second notice related to the same or substantially similar default or delay, may result in the immediate termination of the Agreement, at the sole discretion of the TBCM.

### **11.4 Appeal of Termination Decision**

The Vendor shall appeal, in writing, to the TBCM Board of Directors within ten (10) days of the Termination of this Agreement. Such written appeal shall include the reason for the decision and the Vendor's position on the decision.

The Board of Directors shall make a final decision on the appeal within fifteen (15) days of receipt of the written appeal. The Board of Directors' decision shall be final.

### **11.5 Effect of Termination – Rights of the TBCM**

The TBCM shall not, by virtue of any of the above instances of termination, waive any rights or remedies it may have in the Agreement or otherwise at law. The TBCM shall collect fees for permitted Vending Booth locations in connection with the Agreement up to and including the effective date of any such termination. Termination shall not relieve the Vendor from the Vendor's warranties and other responsibilities relating to the selling of goods and services performed up to and including the date of termination.

### **11.6 Termination – Duties of Vendor**

Upon termination, the Vendor shall, at a minimum, in addition to other provisions in this Agreement:

- (a) Immediately pay all outstanding fees;

- (b) Arrange a time and place from the Market Manager to remove their goods, displays, signage and other such items from their Vending Booth without disruption to the Market;
- (c) Thoroughly clean their Vending Booth;
- (d) Obtain approval from the Market Manager that their Vending Booth has been adequately cleaned and that no damages are required; and
- (e) Execute such documentation as may be required by the TBCM to give effect to the termination of the Agreement.

**IN WITNESS WHEREOF** the parties hereto have signed this Agreement by their respective proper officers duly authorized in that behalf

**THUNDER BAY COUNTRY MARKET**

\_\_\_\_\_  
Date

Per: \_\_\_\_\_  
Jodi Belluz  
President

**(INSERT VENDOR NAME)**

\_\_\_\_\_  
Date

Per : \_\_\_\_\_

I have authority to bind the Vendor.

## Appendix A – Market Fees

# Market Fees

1. Membership Fee \$100.00 (inc. HST)
  - a. Each vendor must be a member of the Market to vend at the Market. This fee is paid annually, is per calendar year and is not pro-rated.
  - b. Membership fees are non-transferable.
2. Market booth fees
  - a. These fees are valid from March 1, 2019 until February 29, 2020.
  - b. Booth fees are payable weekly on Saturdays, monthly at the beginning of the month, or annually (on approval).
  - c. Booth fees for all indoor (upstairs and downstairs) are payable even if the vendor is away.
  - d. New vendors must pay weekly until they have finished their first year at the Market.

	Weekly fee (Wed + Sat)	Wednesdays	Saturdays	Annual	Attendance Credit
<b>Downstairs</b>	\$51.50 +HST	\$10.50 + HST	\$41.00 + HST	\$ 2384 +HST	\$ 130
<b>Upstairs</b>	\$46.50 +HST	\$10.50 + HST	\$36.00 + HST	\$ 1966 +HST	\$ 110
<b>Outside</b>		\$10.50 + HST	\$41.00 + HST	na	\$ 130
<b>Storage charges</b>	\$20.00 + HST - Charged to all vendors who leave any items during CLE move AND as replacement for Christmas closure rent for all vendors.				
<b>Half booth fees</b>	Half of outlined fees above, however storage fees are paid in full.				

- e. Annual fees are calculated at 51 weeks, with 10% discount. Upstairs annual fees are calculated at 51 weeks of Saturdays, plus 31 weeks of Wednesdays, with 10% discount. Annual fees must be paid in full by March 30 or if paid in portions, a 1/3 payable at March 31, April 30, and balance by May 31. Annual fee totals also includes the Christmas storage fee, but not the CLE storage fee, as not all pay this fee.
  - f. Attendance credit is 5% of total fees payable, and is available to weekly, monthly and annual vendors (both indoor and outdoors) that have attended **all** Regular Markets. Booths that are covered by a neighbouring vendor are not eligible for attendance credits.
  - g. Attendance credits are applied to the following year's fees.
3. Retail Fee \$30.00 (inc HST)
  - a. This fee is charged for any approved retail items that are retailed at a booth. See TBCM Policy: *2. Vending – Retail Policy* for more information about Retail items.
4. Hydro Recovery fees \$2 per unit per week plus HST
  - a. Billed monthly for all electrical appliances
5. Commission 15%
  - a. If the Market sells items on your behalf (for example through the Market Store, Hospital Market or other pop-up Market, when covering your booth, gift basket sales or any other means) the Market will pay you the retail value of the item less 15% commission.
  - b. Payments will be in form of cheque at the end of the month or as booth credit.
6. Minimum Fines – see TBCM Policy: *2. Vending – Vending Rules* section 12 for details on enforcement.
  - a. Selling produce not grown by vendors without approval \$ 50.00
  - b. Selling before Market bell / start time \$ 20.00
  - c. Late booth set up \$ 20.00

### General Rules for fee payments:

- a) Cheques must be made out to the Thunder Bay Country Market.
- b) Cash payments must be in provided envelopes.
- c) E-transfers can now be accepted to [payments@tbcm.ca](mailto:payments@tbcm.ca) for no charge.
- d) If paying by debit or credit, 3% fee will be levied to cover bank transaction fees.

**Appendix B – Market Schedule**

<b>Regular Markets</b>	
<b>Indoor Markets</b> Saturday – weekly 8 am – 1 pm	starting March 2, 2019 ending February 29, 2020 <i>Excluding December 28, 2019 and Off-Site Markets (listed below)</i>
<b>Indoor Markets</b> Wednesday - weekly 3:30 – 6:30 pm	Starting March 6, 2019 (downstairs only) Starting May 22, 2019 (downstairs and upstairs) Ending February 26, 2020 <i>Excluding December 25, 2019, January 1, 2020 and Off-Site Markets (listed below)</i>
<b>Outdoor Markets</b>	Are determined by the growing season, the weather, and by Market vendors wishing to be outdoors. Times and dates as per Indoor Markets above.
<b>Off-Site Markets</b>	
<b>Moose Hall Markets</b>	Wednesday July 31, 2019 Saturday August 3, 2019 Wednesday August 7, 2019 Saturday August 10, 2019