



Scadding Court Urban Market 2017

Scadding Court Community Centre is proud to present The City Place Urban Market. Vendors have the opportunity to participate in Toronto's hottest market in a prime downtown location.

CityPlace Market:
Wednesday and Saturday
3:00pm-8:00pm/ 10:00am-5:00pm
(Spadina Ave. & Bremner Blvd)

VENDOR APPLICATION FORM *(Please PRINT all information)*

1. Applicant Information

Name of Applicant:
(herein after referred to as Vendor)

Business Name:
(Business name must correspond with the name that appears on all your materials including signs, website)

Mailing Address
(Street address including apt/suite #)

City, Province, Postal Code

Phone Number Text msgs?

Alternate Number Text msgs?

Email Address

Website



2. Business Information

Please describe your business (under 200 words)

Please describe and list the products that you will be selling at the Market

Food

Retail

Does your business have:

A business licence?

Yes		No	
-----	--	----	--

An approved health inspection licence?

Yes		No	
-----	--	----	--

Please indicate the maximum coverage of your General Liability Insurance

--

3. Booth Description & Fees

Please describe the set-up of your booth*

**please attach an image of the set-up if possible.*



All food vendors are required to have a tent but all vendors are encouraged to have one as part of their set-up to protect against the weather (rainy weather, hot sun)

Booth size & fees:

**Each vendor will be allotted a 10'x10' stall (space) at the Market.
The cost per stall is \$35 per day for the City Place Urban Market**

Electricity:

There will be NO on-site power or electrical outlets available to vendors.

** Any use of a generator on-site is at the sole discretion of The CityPlace Urban Market and must be approved in advance!

PLEASE NOTE: Your generator must also fit within your allocated booth space.

How many stalls are you applying for?

Vendors are responsible for bringing their own tables, chairs, tents, table cloths etc. for the market.

4. Market Schedule

The CityPlace Urban Market will run from May 3, 2017 and continue every Wednesday and Saturday until October 7, 2017.

Wednesday Market Hours: 3:00pm-8:00pm

Saturday Market Hours: 10:00am-5:00pm



5. Commitment & Calculation

Market Dates Wednesdays 3:00pm-8:00pm	Choose Your Days (Please indicate your selection with a "y")	Market Dates Saturdays 10:00am-5:00pm	Choose Your Days (Please indicate your selection with a "y")
May 3 rd		May 6 th	
May 10 th		May 13 th	
May 17 th		May 20 th	
May 24 th		May 27 th	
May 31 st		June 3 rd	
June 7 th		June 10 th	
June 14 th		June 17 th	
June 21 st		June 24 th	
June 28 th		July 1 st	
July 5 th		July 8 th	
July 12 th		July 15 th	
July 19 th		July 22 nd	
July 26 th		July 29 th	
August 2 nd		August 5 th	
August 9 th		August 12 th	
August 16 th		August 19 th	
August 23 rd		August 26 th	
August 30 th		September 2 nd	
September 6 th		September 9 th	
September 13 th		September 16 th	
September 20 th		September 23 rd	
September 27 th		September 30 th	
October 4 th		October 7 th	
Total Number Of Days =			

I agree to uphold all your responsibilities as explained in the 'TERMS and CONDITIONS' as set out in this 'Vendor Application Form' and to remit all payments on time.

Authorized signature of applicant

PRINT name of applicant

Date

Your signature above indicates your acceptance of, and agreement with ALL of our 'Terms and Conditions'; and that all applicable documents necessary constitute a CONTRACTUAL AGREEMENT between yourself; and SCADDING COURT COMMUNITY CENTRE and that you, the Vendor, willingly agree to be bound by this CONTRACT. A receipt from SCADDING COURT COMMUNITY CENTRE acknowledging full payment of your fees, and the issuance of your Vendor 'booth number' shall be considered as management's reciprocal commitment to the Vendor to uphold our responsibilities as stated above.



Scadding Court Urban Market: Terms and Conditions

All participating vendors of Scadding Court Urban Market will be required to agree and adhere to the following terms and conditions.

1) **RAIN and BAD WEATHER POLICY:**

Scadding Court Urban Market will operate rain or shine. In the event of heavy rain or severe weather, Scadding Court reserves the right to temporarily close or shut down the Market for the day to ensure the safety of vendors and customers.

Vendors will be notified if the Market opening will be delayed on any given Market day via text message, phone call or email. Vendors will be notified by **12:00pm for Wednesday markets and 6:00am for Saturday markets** if the Market will be cancelled or delayed. In the event of the Market closing early due to bad weather, a Scadding Court staff will check with all vendors before doing so.

2) **Insurance**

All Urban Market vendors **must** have general liability insurance. Coverage must be in the amount not less than 2 million Canadian Dollars (\$2,000,000). Vendors must add Concord-Adex and Scadding Court Community Centre to their liability insurance as additional insured's.

3) **PARKING:**

There is **NO** onsite parking at the City Place Market site. Vendors will need to make their own arrangements for off-site parking at their own expense. Vendors are permitted to drive into the Concord City Place Parking lot located at 23 Spadina Ave to load and unload their products from their cars. After products are unloaded/loaded vendors will have to vacate the parking lot.

4) **WASHROOM FACILITIES and WATER:**

There is **NO WASHROOM** facility on-site at the City Place Market. Additionally, there will be no running water on-site and as result, vendors selling food products need to come prepared with their own water supply to meet their needs and those of Toronto Public Health.

5) **USE OF BOOTH SPACE:**

The booth space that each vendor is allocated is the maximum space each vendor will be allowed to utilize during the City Place Market hours. Infringing on another vendor's booth space will first result in a warning. A second offence will result in forfeiture of all fees paid and prohibition from being a vendor for the remainder of the City Place Market season.

6) **RESPECT FOR PROPERTY:**

Vendors are to treat the City Place Market site and the surrounding area of the market with utmost respect. There will be no tolerance for property damage of the immediate or surrounding areas through the disposal of liquids (oils, grease etc.) in the streets or grass, and/or damage to or destruction of any property, including any public or private structures, signs, trees, shrubs and other greenery. If any property damage occurs, the person(s) responsible will be asked to leave the Market site immediately. If damage is cause by City Place Market vendor(s), it will result in the forfeiture of all fees paid and prohibition from being a vendor for the remainder of the City Place Market season. Additionally, the owners of the property reserve the right to pursue additional remedies to compensate them for their loss(es).



7) MARKET HOURS

Currently, the City Place Market is scheduled to open to the public as follows:

Wednesday and Saturday – Start at 3:00pm, close at 8:00 pm & start at 10:00 am, close at 5:00 pm.

Vendors are expected to arrive for setup one hour before the start of the market and be fully setup at the market by 3:00pm

PLEASE BE ADVISED: All vendors are to remain at the market until the agreed upon Market hours, unless the market closes early due to bad weather or due to an emergency. A vendor may leave early if they have received previous approval from Scadding Court Urban Market staff. If a vendor fails to attend a Market day without notifying a Scadding Court Urban Market staff in advance, a warning will be issued. A second offence will result in forfeiture of all fees paid and prohibition from being a vendor for any remaining the City Place Market

8) GARBAGE:

Whatever you bring to the Market, must be taken with you when you leave. All stall space and immediate surrounding areas must be clear at the end of the Market day. It is the responsibility of the vendor to leave their stall space in clean condition before you leave for the evening.

9) WARNINGS:

When a vendor receives a warning for any of the reason stated above, a second offence (even if for a different violation than the first offence) will result in the vendor's forfeiture of all fees paid and prohibition from being a vendor for the remaining Urban Market season (at either location). The vendor will be allowed to remain at the Market until closing on the day of a 2nd offence except in the case of Term # 5 "Respect for Property" where the vendor will be immediately asked to leave if they cause damage to any property on the Market site or around the Market area.

10) REFUND POLICY:

There are no refunds. No exceptions.

11) NSF CHEQUES:

A deposit for half of the Scadding Court Urban Market season is due by March 31st, 2017. Cheques for the first half of the season MUST clear the bank before a vendor's first day at the Market. Cheques for the second half of the season MUST clear the bank before a vendor's first day of the second half of the season. If a cheque is returned 'NSF', Scadding Court Urban Market staff will inform the vendor and expect a cash payment or certified cheque before the vendors first day of the Market (applicable to either the first or second half of the season). Due to the cheque being returned 'NSF', a vendor's TOTAL payment will increase by \$25.00 to cover administrative expenses.

Please note: If a vendor's cheque is returned NSF, there are no guarantees that a vendor's booth will remain available due to limited space and demand of the Market. If space is still available and after staff have received your payment, Scadding Court Urban Market staff will re-confirm your booth space via email or phone call.

12) POLICY STATEMENT:

Scadding Court Community Centre's mandate is 'to support and foster the well being of individuals, families, and community groups by providing and encouraging both local and international opportunities for recreation, education, athletics, community participation and inclusive social interaction.

Scadding Court Urban Market and the City Place Market supports this mandate through equitable opportunities for individuals, groups and vendors. Scadding Court Urban Market expects that all vendors and any individuals serving and/or interacting with customers or the general public will treat everyone with respect and dignity.



Scadding Court Urban Market will not tolerate, ignore, or condone any form of discrimination, harassment and/or the promotion of hatred. All vendors are expected to be responsible for respecting the dignity and rights of the CityPlace Urban Market staff, volunteers, vendors, and any member of the general public.

FINALIZING THIS CONTRACTUAL AGREEMENT

Do you agree to uphold all your responsibilities as explained in the above 'TERMS and CONDITIONS' (as set out in this 'Vendor Application Form'); and to remit all payments on time?

If YES, please sign below and submit your application.

Authorized signature of applicant

PRINT name of applicant

Date

Your Signature above indicates your acceptance and agreement with ALL of the Scadding Court Urban Market 'Terms and Conditions'; and that together with the *City of Toronto's* 'FOOD VENDOR FORM' (if applicable) constitute a CONTRACTUAL AGREEMENT between yourself, the vendor; and *SCADDING COURT COMMUNITY CENTRE* in collaboration Concord CityPlace; and that you, the vendor, willingly agree to be bound by this CONTRACT. Scadding Court Urban Market staff will 'scan' this signed agreement and give you a copy on your first day at the *Scadding Court Urban Market*.

PLEASE NOTE: All Applications are subject to review by a **Scadding Court Urban Market selection committee**. Submission of this application. Vendors are selected based on the availability of space and product offering.



INDEMNITY Waiver

To Whom It May Concern:

Please consider this letter as my/our waiver, release & indemnification.

In consideration of Scadding Court Urban Market’s agreement to allow I/us to participate as a vendor on-site during *Scadding Court Urban Market*, I/we hereby covenant and agree on behalf of myself/ourselves, my/our heirs, assigns, personal representatives and next of kin that:

1. The vendor agrees to hold harmless, indemnify, and defend Scadding Court Community Centre, CityPlace Residents Association and Concord CityPlace and its agents, employees, officers and others for whom in law it may be responsible, from and against any and all liability for injuries (including death) to and damage to the property of the vendor and its employees, agents, contractors, customers, invitees and others, at any and all times during and attributable to the use or occupancy of the Market, including without limitation, common areas, sidewalks and parking lots located in and around the Market.
2. I/we hereby **AGREE NOT TO SUE** and I/WE further agree to **INDEMNIFY AND SAVE HARMLESS**, both *SCADDING COURT COMMUNITY CENTRE* and *THE City Place Urban Market* and release from all expenses, fees, liabilities or damage awards or any cost of any type whatsoever, and howsoever arising, from my/our participation in the City Place Urban Market

I/WE HAVE READ AND UNDERSTOOD THIS WAIVER, RELEASE AND INDEMNITY LETTER, including the giving up of my right to sue, and any and all other substantive legal rights.

IN WITNESS WHEREOF the parties hereto have executed this Agreement, signed on the

BUSINESS NAME:

BUSINESS ADDRESS:

SIGNATURE of Individual/Operator

SIGNATURE of Witness

PRINT NAME:

PRINT NAME:

___ day of _____, 20__.

___ day of _____, 20__.