

Waterfront Artisan Market

The Waterfront BIA (WBIA) and Scadding Court Community Centre (SCCC) are proud to present the Waterfront Artisan Market. Vendors have the opportunity to participate in Toronto's unique open air market in a prime downtown location. Please download this form and email the completed copy to wam@scaddingcourt.org

Waterfront Artisan Market
Saturdays from May 20th- October 7th
11:00am-8:00pm

(HTO Park, 339 Queens Quay West)

Average Daily Attendance: 10,000

VENDOR APPLICATION FORM (Please PRINT all information)

1. Applicant Information

Name of Applicant:
(herein after referred to as "you" or the "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	<input type="text"/>	Text msgs?	Yes / No
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Alternate Number	<input type="text"/>	Text msgs?	Yes / No
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Email Address	<input type="text"/>
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Website	<input type="text"/>
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2. Business Information

Please describe your business (under 200 words)	<input style="width: 100%; height: 100%;" type="text"/>
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Please describe and list the products that you will be selling at the Waterfront Artisan Market. *Final assembly of all products must have been completed by the Vendor to be considered an artisan product and be eligible for this market. Market staff have the rights to revoke any products that do not fit this requirement. For questions, send us photos and we will send you approval or disapproval. Please note, Vendors cannot sell bottled water.

Food	<input style="width: 100%; height: 100%;" type="text"/>
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Retail	<input style="width: 100%; height: 100%;" type="text"/>
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Vendors may not sell any products at the Waterfront Artisan Market that are not described and listed above, unless the Vendor has obtained written approval from SCCC. SCCC reserves the right to require any Vendor to cease participating in the Market if the Vendor offers for sale products that are not approved by SCCC.

A business licence?

Yes		No	
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An approved health inspection licence?

Yes		No	
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Vendors must have liability insurance in an amount not less than Two Million Dollars (\$2,000,000) per occurrence, and provide a copy of the insurance policy to SCCC. If the copy of the insurance policy is not received by 8 days prior to your first scheduled day at the market, you will not be permitted to participate and will forfeit all fees paid to that point. Vendors must add to their liability insurance as additional insureds:

- The City of Toronto
- The Waterfront BIA
- Scadding Court Community Centre
- and
- City of Toronto Transportation Services

3. Booth Description & Fees

Please describe the set-up of your booth*

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

All Vendors are required to have a tent as part of their set up, and must provide all required infrastructure: tent, business signage, table, chairs, fixtures, etc. Cook onsite food Vendors must ensure a ground covering is used.

Booth size & fees:

Each Vendor will be allotted a 10’x10’ stall (space) at the Market.

The cost per stall for **cook onsite food/beverage** Vendors is **\$200 per day** at the Waterfront Artisan Market.

The cost per stall for **craft/artisan or pre-packaged food** Vendors is **\$100 per day** at the Waterfront Artisan Market.

*Please note the prices listed above do **NOT** include **HST***

4. Market Schedule

All payments must be made by cheque. Please make your cheque payable to:

SCADDING COURT COMMUNITY CENTRE INC

Commitment:

Vendors who commit to 10 or more market days will receive first priority for booth location at the Waterfront Artisan Market (choice based on first-come, first-served). ***Those who book more than 10 weeks will move to the front of the list. No cook onsite food/beverage vendors are permitted on the promenade.**

Are YOU (the above named Vendor 'applicant'), authorized to legally enter into this binding agreement with Scadding Court Community Centre?

Yes		No	
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Do you confirm that you will be wholly and solely responsible for any and all liability you might incur; plus, will you promise to remit all monies owed when due?

Yes		No	
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Market Commitment

Please note Vendors who commit to 10 or more market days will receive preferred location.

Market Days 2017 Saturdays 11:00am-8:00pm	Choose your Days (Please indicate your selection with a "Y")	Market Days 2017 Saturdays 11:00am-8:00pm	Choose your Days (Please indicate your selection with a "Y")
May 20 th *		August 5 th *	
May 27 th		August 12 th	
Date Removed		August 19 th	
June 10 th		August 26 th	
June 17 th		September 2 nd *	
June 24 th		Date Removed	
July 1 st , 2 nd , 3 rd **		September 16 th	
July 8 th		September 23 rd	
July 15 th		September 30 th	
July 22 nd		October 7 th *	
July 29 th			
Total Days =			
<p>*This market day coincides with a holiday weekend. **During the Canada day weekend the market will run from Saturday July 1st – Monday July 3rd and applicants must purchase all 3 days. Canada Day Package prices are: Retail Vendors : \$400 for all 3 days Cook on site Vendors : \$700 for all 3 days</p>			

Waterfront Artisan Market:

Terms and Conditions

All participating Vendors of the Waterfront Artisan Market will be required to agree and adhere to the following terms and conditions.

1) RAIN and BAD WEATHER POLICY:

The Waterfront Artisan Market will operate rain or shine. In the event of heavy rain or severe weather, SCCC 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 **9:00am** if the Market will be cancelled or delayed. In the event of the Market closing early due to bad weather, a SCCC staff will check with all vendors before doing so.

2) PARKING:

There is **NO** onsite parking at the Waterfront Artisan Market site. Vendors will need to make their own arrangements for off-site parking at their own expense.

3) WATER:

There is limited access to potable water on the site.

4) 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 Waterfront Artisan 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 Waterfront Artisan Market season.

5) RESPECT FOR PROPERTY:

Vendors are to treat the Waterfront Artisan 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 caused by Waterfront Artisan Market Vendor(s), it will result in the forfeiture of all fees paid and prohibition from being a Vendor for the remainder of the Waterfront Artisan Market season. Additionally, the owners of the property reserve the right to pursue additional remedies to compensate them for their loss(es).

6) MARKET HOURS

Currently, the Waterfront Artisan Market is scheduled to open to the public as follows:

11:00am-8:00pm every Saturday from May 20th, 2017 – October 7th, 2017

Vendors are expected to arrive for setup as per the load-in schedule, which will be provided prior to each market weekend and be fully setup and ready to conduct business at the market by 11:00am.

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 SCCC staff. If a Vendor fails to attend a Market day without notifying a SCCC 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 days at the Waterfront Artisan Market.

7) ENTERTAINMENT:

The market will provide musical entertainment on a weekly basis.

8) PROMOTION:

Market Vendors will be promoted weekly through various social media channels and highlighted in The Waterfront BIA monthly e-Newsletter; articles will be requested periodically.

9) WASHROOM FACILITIES:

Port-o-lets and a hand washing station will be available in HTO Park.

10) SITE REQUIREMENTS:

- Vendors located on the promenade must utilize a rubber-wheeled dolly to transport all materials to their site, as per the City of Toronto Transportation Services requirements.
- All Vendor tables, displays or otherwise must remain in-line with the face of the tent.
- Tents must be secured, and with either sandbags or a water barrel. Staking is prohibited.
- Use of generators is permitted.
- Cook onsite Vendors can use BBQ's (or other cooking equipment) with propane/butane fuels.
- All cook onsite equipment must meet current health and safety standards.
- All Vendors are required to have a tent as part of their set up, and must provide all required infrastructure: tent, business signage, table, chairs, fixtures, etc.
- Cook onsite food Vendors must ensure a ground covering is used.
- Vendors must adhere to the load-in schedule provided and are responsible for their own set up and tear down.

11) SITE CLEANLINESS AND 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. Food Vendors must provide ground protection in case of oil spills or other ground contaminants. A water holding tank will be available for cook on-site Vendors to dispose of wastewater.

12) 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 Waterfront Artisan Market season. 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.

13) REFUND POLICY:

There are no refunds. No exceptions.

14) NSF CHEQUES:

A deposit for half of the Waterfront Artisan Market season is due by April 1st, 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 July 1st, 2017. If a cheque is returned 'NSF', SCCC staff will inform the Vendor and accept a cash payment or certified cheque before the Vendor's 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, SCCC staff will re-confirm your booth space via email or phone call.

15) POLICY STATEMENT:

The Scadding Court Community Centre (SCCC) 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.

The Waterfront Business Improvement Area (WBIA) is a community-driven organization dedicated to promoting and enhancing the economic and cultural vitality of the Waterfront area. The Waterfront Artisan Market was developed to create a culturally rich and exciting hub, to enhance the street experience, and act as a catalyst to continued revitalization that reflects the Waterfront's regional stature.

SCCC and the WBIA support this mandate through equitable opportunities for individuals, groups and Vendors. We expect that all Vendors and any individuals serving and/or interacting with customers or the general public will treat everyone with respect and dignity. We 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 our staff, volunteers, Vendors, and any member of the general public.

16) LIABILITY:

- The craftsperson is responsible for obtaining and complying with government safety, health, and labelling regulations. The Waterfront Artisan Market, WBIA and SCCC assumes no responsibility for this compliance.
- The Vendor must be in security of his/her booth and cannot hold the Waterfront Artisan Market, WBIA or SCCC responsible for theft or damage.

17) NO ASSIGNMENT:

The rights and obligations under this Contractual Agreement may not be assigned, transferred or subleased by the Vendor without the prior written permission of SCCC, which permission may be unreasonably withheld or delayed. If the Vendor assigns, transfers or subleases this Contractual Agreement to another person without the permission of SCCC, SCCC will be entitled to terminate the Contractual Agreement immediately and restrict the transferee from participating at the Waterfront Artisan Market.

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 SCCC 'Terms and Conditions'; and that together with a business licence and any other applicable licences/forms (you are advised to consult with SCCC staff on required licences/forms) constitute a CONTRACTUAL AGREEMENT between yourself, the Vendor; and SCADDING COURT COMMUNITY CENTRE in collaboration with The Waterfront BIA; 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. SCCC staff will 'scan' this signed agreement and give you a copy on your first day at the Waterfront Artisan Market.

PLEASE NOTE: All Applications are subject to review by a **SCCC/WBIA selection committee**. 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 SCCC's agreement to allow I/us to participate as a vendor on-site during the Waterfront Artisan 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, The Waterfront BIA 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 Waterfront BIA 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 Waterfront Artisan 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____.