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Please complete, sign, and return this form to the Administration Office (Tanya Riess) at 130 King Street, London, Ontario N6A 1C5. Phone: 519-439-3921 Fax: 519-439-4281, info@coventmarket.com

| Signature: |
|------------|
|------------|

Date:\_\_\_\_\_

# DAY VENDING POLICIES (For Your Record)

#### **Regulations:**

- 1. All products sold must comply with all Federal, Provincial and Municipal laws and standards regarding the sale of these products.
- 2. Covent Garden Market reserves the right to schedule the rotation of day vendors to provide a changing selection for customers. Location is considered space for one 8' table and chair. Anything beyond must be negotiated and considered extra space and may accrue extra rental fees.
- 3. The reservation dates will be allocated in a manner viewed as being in the best interest of Covent Garden Market.
- 4. If, in our opinion, a day vendor is not making a positive contribution to Covent Garden Market or is the recipient of complaints concerning product, attitude or general behavior, then the day vendor may lose his/her right to sell within Covent Garden Market. Covent Garden Market will not be obliged to refund any rental payments.
- 5. Smoking is prohibited in Covent Garden Market.
- 6. Day vendor's merchandise must be displayed in a manner approved by Covent Garden Market. Tables and benches are the only equipment pieces provided to a day vendor if vendors choose to use them.
- 7. The day vendor must supply his/her own equipment such as, lamps, electric outlet adapters, extension cords, etc. Covent Garden Market reserves the right to limit the total electrical ampage to the assigned rental space.
- 8. Display and signage must not be higher than <u>5 feet above floor level</u> and should not block sight lines.
- 9. All displays must be deemed safe and aesthetically pleasing.
- 10. Signage shall contain no misleading information.
- 11. Common aisles must be kept clear of all equipment and stock at all times. All additional equipment must be stored out of view within the assigned rental space.
- 12. Day vendors are solely responsible for set up, break down and clean up of the assigned rental space.
- 13. Loading and unloading is permitted in the designated loading zones only. Parking is not permitted in these areas. <u>Day Vendor is responsible for their own parking</u>.
- 14. Day tables are for the rental of Art/Crafts and handmade items that would work well with the uniqueness of what the Market offers

15. The Market reserves the right to deny any potential vendor or refuse any products a day vendor may wish to sell at its sole discretion.

## Hours of Operation:

1. Day vendors may be fully operational any time between 8:00am and no later than 7 p.m. Monday to Saturday, and 5:00pm on Sundays.

# Market Hours

| Monday to Friday | 8:00 a.m. – 7:00 p.m. |
|------------------|-----------------------|
| Sunday           | 11:00 p.m.—5:00 p.m.  |

2. Day vendors are required to vacate the Market premises at the time of closing.

# **Procedures:**

- 1. Day vendors will provide a signed day vendor rental agreement/application.
- 2. Proof of liability insurance in the amount of no less than 2 million dollars must be provided to Covent Garden Market before booking date.
- 3. Day Vendor will pay for the rented space by cash or cheque prior to the date of the rental.

## Rates:

1. Day vendor rates per day are as follows:

8' table or 6' cart and chair \$35.00

**Liability Insurance** of \$2 million is required by the City of London. If you do not have your own, a fee of \$30.25 (this is good for **3 consecutive** days) will be collected at time of booking, as well as a \$5.00 administration fee, plus hst on administration fee of .65 cents. Total fee will be \$35.90.

## **Payment:**

- 1. Day vendor payment must be made in full and **no less than one week prior to occupancy**.
- 2. Rental payments must be made in cash or by cheque payable Covent Garden Market Corporation. Receipts will be issued upon payment.

3. No shows will be charged 100% of the rental fees.

4. <u>Cancellations</u> must be received by Covent Garden Market by 4 P.M. of the day prior to scheduled booking

5. Day Vendors, who have repeatedly cancelled, will lose their privilege to book dates in the future or could lose dates that are tentatively booked.

# Covent Garden Market reserves the right to adjust or alter the policies and Regulations as is necessary for the operation of the Market.

Four types of products have been identified as being desirable and complementary to existing market activities. Only products which meet one of the criteria below will be accepted:

# 1. Art

Priority will be give to items that are designed and produced by the applicant(s) and are artistic in nature. Secondly, item's that are ethno-specific and are designed, produced and representative of the country of origin and purchased by the applicant (s) in the country of origin.

# 2. Crafts

Items that are hand crafted and of a unique nature, that are not readily available in retail stores. Secondly, items those are etho-specific and are designed, produced and reprehensive of the county.

# 3. Specialty Products

Unique items generally not found in mass distribution. Products must be in keeping in the image of the Market and products acceptability will be at the sole discretion of the Market Management. Items that are etho-specific and are designed, produced and representative of the country of origin and purchased by the applicant in the country of origin.

# COVENT GARDEN MARKET DAY VENDOR OCCUPANCY LICENSE AGREEMENT

 THIS LICENSE AGREEMENT ("Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_ between

 Covent Garden Market Corporation (the "Licensor") and \_\_\_\_\_\_, operating as \_\_\_\_\_\_ (the "Licensee").

Name:

Address:

Telephone: Cell: Fax Number: E-Mail:

#### **PROVISIONS**

- 1. <u>License Granted</u>: The Licensor hereby grants to the Licensee the non-exclusive privilege to operate a day table\_\_\_\_\_ for the sale at retail of \_\_\_\_\_\_
- 2. <u>Fee</u>: The Licensee agrees to pay the fees of \_\_\_\_\_\_as outlined in the Day Vendor Policies and Procedures, Rules and Regulations.
- 3. <u>Non-assignability</u>: The license is personal to the Licensee. Licensee will not have the right or power to assign sublet franchise or otherwise transfer any rights under this Agreement.

## 4. Conduct of Business:

5. Licensee agrees to abide by all the Rules and Regulations established by Licensor, as determined in Licensor's sole discretion as detailed in Day Vendor Policies and Procedures

#### 6. Hold Harmless

LICENSEE personally, and jointly and severally, agrees to indemnify and hold harmless the Corporation of the City of London and Covent Garden Market Corporation harmless from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises or the market or the occupancy or use by the Licensee of the leased premises or the

Market by the Licensee. If Market shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect indemnity and hold Market and City harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by market or City in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees that may be incurred or paid by Market in enforcing the terms covenants and conditions of this Agreement, unless a court of law shall decide otherwise.

7. <u>Insurance</u>: Prior to opening for business the Licensee will at their own expense obtain and maintain at all times during their Term of this License Agreement comprehensive commercial general liability insurance for bodily injury and property damage with coverage limits of not less than two

million dollars (**\$2,000,000**) combined from any occurrence and in the aggregate insuring against any and all liability of the Licensee, their agents and subtenants. All such bodily injury liability insurance and property damage liability insurance will specifically insure the performance by Licensee, relating to liability for injury or death of person and damage to property. The Licensee will provide the Licensor with a certificate of insurance prior to commencement of the Term of this Agreement naming the following: Licenser, the Owner(s), the Manager or their agents and their mortgagee(s) as additional insured. Licensee agrees to permit Licensor to inspect Licensee's policies of insurance required under this Agreement.

8. Waiver of Rights: The Licensee (for itself and its insurer) hereby releases the

Manager, the Owner(s), the Licensor and their employees, agents and waives any rights, including rights of subrogation, it may have against them for compensation for any loss or damage occasioned by Licensee or loss of use of property of the Licensee. The foregoing release and waiver will operate so long as available in the Province where the License Area is located.

- 9. <u>Covenants Joint and Several:</u> If there is no more than one proprietor or partner in this Licensee's business all covenants and agreements on the part of the Licensee are joint and several by such persons.
- 10. **Entire Agreement:** This Agreement is and will be considered to be the only Agreement between the parties hereto. All prior negotiation, representation and Agreements between the parties are merged herein. This Agreement and the attachments may be amended or modified only by written instrument executed by all parties.
- 11. **Severability:** If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.
- 12. **Fixtures:** Any fixtures in the premises when the Tenant takes possession are the property of the Landlord and may not be removed.
- **IN WITNESS WHEREOF**, the parties hereto have entered into this Agreement on the day of \_\_\_\_\_\_, 20\_\_\_\_\_.

| Licensor:<br>Covent Garden Marke | per:<br>et Corporation<br>Title: General Manager | Date:                          |
|----------------------------------|--|--------------------------------|
| Licensee:                        | per  | Date:                          |
|                                  | Title:   |                                |
|                                  | Per:   | Date:                          |
| Required Attachments:            | Title:Schedule A – Day Vendor P<br>Regulations   | Policies & Procedures, Rules & |

Covent Garden Market \* 130 King St. London ON N6A 1C5 \* Phone: 519-439-3921 Fax: 519-439-4281 <u>info@coventmarket.com</u>