

**2020 PARRY SOUND WATERFRONT MARKET  
("PSWM")**

parrysoundfarmersmarket@gmail.com

**VENDOR APPLICATION**

*Saturdays 10:00 am to 2:00 pm*

*June 20 to August 29*

**LOCATION:** 11 Bay St., Parry Sound P2A 1S4  
Town lot, across from Island Queen

<i>For Office Use:</i>	# of Days:
Date Received:	Cheque #:
Cheque Amount:	

**\*\*PLEASE PRINT CLEARLY – ONLY FULLY COMPLETED APPLICATIONS WITH CHEQUE WILL BE ACCEPTED\*\***

***Deadline for ALL Full Time Vendors is May 15, 2020***

**Full Time Vendors will be notified by May 22nd of acceptance – we thank you for your patience.**

Please make cheque or money order payable to **2653363 Ontario Inc.** dated May 15, 2020  
and ensure that your company name is indicated on the cheque/money order.

Cheque will be returned to any vendors not accepted.

Application and cheque Must Be Sent by Canada Post regular mail  
or by scheduled dropped off with a PSWM team member.

**Mail to: Parry Sound Waterfront Market, Attn: Jenn Sutkowski,  
7 Carol Court, Parry Sound, Ontario P2A 2S9**

COMPANY NAME : \_\_\_\_\_

Applicant Name \_\_\_\_\_

Address \_\_\_\_\_ Town \_\_\_\_\_

Postal Code \_\_\_\_\_ Phone \_\_\_\_\_ Website \_\_\_\_\_

E-Mail \_\_\_\_\_

Vehicle Make \_\_\_\_\_ Vehicle Colour \_\_\_\_\_ Plate Number \_\_\_\_\_

Number of 10' X 10' Spaces Required \_\_\_\_\_ Electricity Required (extra \$75, limited spots) Yes \_\_\_ N \_\_\_

Have you been a vendor at any other markets? Yes \_\_\_ N \_\_\_

**PLEASE CHECK ALL THAT APPLY**

- I reside (please circle)      20km   50km   80km   100km+ from downtown Parry Sound
- I or a family member will be in my vendor stall to sell my items (employees alone are not permitted) Indicate names here: \_\_\_\_\_
- My booth will be manned at all times
- I am the designer and primary creator and/or producer of my art/craft
- My art/craft is not mass produced and not available in chain retail stores
- I produce the honey or maple syrup that I will be selling
- I am the primary grower of my rooted plants and/or fresh flowers
- I grow the fruit and/or vegetables that I will be selling
- I personally produce my jams, preserves, sauces, spreads, and other like products that are:  
\_\_\_\_\_

As a food vendor (includes pre-packaged food/meats, baking and cold/hot foods prepared on site), I personally make the items that I will be selling

I do not fit into any of the above categories. Explain \_\_\_\_\_

### **PRODUCTS**

Please list each item that you wish to sell and include 5 to 10 representative printed photographs of your product. Photos will be kept on file for reference. If you wish to have your photographs returned, please include a self-addressed stamped envelope with your application. **Only approved items will be permitted to be sold. Please attach additional page if more space required. All items sold at market must be listed. PSWM reserves the right to remove any items present for sale at market that are NOT listed.**

<b>Vendor Type</b>	<b>Vendor Fees (electrical hook up fee extra)</b>	<b>Total</b>
<b>Full-Time Vendor</b> (11 market days) – one 10’ X 10’ Booth (June 20, June 27, July 4, July 11, July 18, July 25, Aug 1, Aug, 8, Aug 15, Aug 22, Aug 29)	\$180.00 inclusive of HST	
<b>Full-Time Vendor</b> (11 market days) – two adjoining 10’ X 10’ Booths for an additional \$125.00 fee	\$305.00 inclusive of HST	
<b>Guest Vendor</b> – one 10’ X 10’ Booth <i>Indicate Dates Requested (subject to availability):</i> June 20          June 27          July 4 July 11          July 18          July 25 August 1          August 8          August 15          August 22 August 29	\$30.00 inclusive of HST for one day (Notification must be sent to us by email the Sunday before the market day you are applying for)	
<b>Electricity for full time vendor</b> – limited to 15 Amp service per booth – limited panel available, <b>must bring your own heavy duty outdoor grade extension cords</b>	\$75.00 inclusive of HST	
<b>Electricity for guest vendor</b> – limited to 15 Amp service per booth – limited panel available, <b>must bring your own heavy duty outdoor grade extension cords</b>	\$10 inclusive of HST <b>PER MARKET DAY</b>	
<b>Special Market Day</b> – Wednesday, July 1 <sup>st</sup> 10 a.m. – 4 p.m.	\$75.00 inclusive of HST	
	<b>TOTAL:</b>	

*NSF Cheques are subject to a \$50 charge. CANCELLATIONS: Full Refund – on or before May 22<sup>nd</sup>; sorry no refunds after May 30<sup>th</sup>.*

## Parry Sound Waterfront Market RULES AND REGULATIONS

This is a brief summary only of the market rules. Our Vendor Handbook which includes our rules and regulations is available on the Parry Sound Waterfront Market website at [www.parrysoundfarmsmarket.com](http://www.parrysoundfarmsmarket.com) and **must** be read by each Applicant.

All vendors must sign the following agreement stating that they have read, understand, and agree to be governed by the market Rules and Regulations and the Vendor Handbook, as well as agree to the Vendor Hold Harmless Agreement. The Parry Sound Waterfront Market Manager will keep this application and signed agreement on file. By signing below, I certify that all declarations made in this application are accurate and are a true representation of my business. Further, I agree to the collection of my personal information as I have provided in my application and to receive future e-mail correspondence from the Parry Sound Waterfront Market.

### PARRY SOUND WATERFRONT MARKET INC. VENDOR'S AGREEMENT

#### Vendor Terms & Conditions

This agreement/contract made between the 'Vendor' indicated in the application above of the first part, and Parry Sound Waterfront Market ("PSWM"). Whereas the PSWM operates the market, and whereas the vendor wishes to run a commercial enterprise during the time of the PSWM to market goods and or services. And whereas in consideration of the covenants and agreements herein contained and other good and valuable consideration, the parties agree as follows:

1. Fees: Full time vendors: Vendor agrees to pay the Parry Sound Waterfront Market \$180.00(inclusive of HST) for the total season **June 20 - August 29, 2019** . Guest Vendors: Vendor agrees to pay the PSWM \$30.00 (inclusive of HST) per day for the dates indicated above. (Cheques payable to 2653363 Ontario Inc.)
2. Guest Vendors are expected to follow these same guidelines as full time vendors.
3. Guest Vendors must notify us by email the Sunday before the market day you are applying for. Once approved, you will receive an email from us and you will then need to send/bring your application form and payment in full at least 3 days prior to your first day as a vendor.
4. The vendor is expected to arrive no later than 9:00 a.m. and be **set up and ready to sell** by 10 a.m. You must maintain the space adequately from 10:00 a.m. until 2:00 p.m., each Saturday from **June 20 - August 29, 2019**. Vehicles must be moved to the designated parking areas, one per vendor only, not on the road, by 9:30 a.m. If you are NOT in your space by 9:15 a.m., your space may be given to another vendor.
5. The vendor will sell only items listed on application form, to avoid duplication & participation of agents.
6. The vendor certifies that all products in the vendor's business meets all safety standards & has not been modified.
7. Any vendor selling prepared food/beverage at the market must obtain a Food Service Permit issued by North Bay Parry Sound Health Unit by **June 1, 2019** and must obtain the permit for every attending market day. PSWM is not responsible for any issues arising from improper health and safety acts performed by the vendor.
8. Vendor displays shall be constructed and operated so as to permit free traffic of pedestrians and customers.
9. PSWM does not guarantee the vendor any profits and makes no financial commitments whatsoever to the vendor.
10. Tents, canopies, and all products must be fully secured at all times. NO STAKES can be used. PSWM has the right to inspect and approve or disapprove non-compliant tents. Weather can change quickly

and is unpredictable at the waterfront. If tents are not weighted down, PSWM has the authority to remove your booth from the market for the day or the season without refund.

11. Your company name and pricing must be clearly displayed.
12. The vendor shall operate their booth at their own risk. PSWM shall not in any way be responsible for any injuries, damages or losses to vendor including physical injuries, thefts, damages of product or any other loss or damage. PSWM strongly urges Vendors to have Liability Insurance in place prior to June 20, 2019.
13. The vendor agrees that all refuse or garbage will be removed by them at their own expense, before the end of each market day.
14. All parking shall be in an allocation designated by PSWM.
15. PSWM is not responsible for any loss or damage however caused to vehicles or property of the vendor.
16. The vendor hereby certifies that it has adequate public liability and property damage insurance.
17. The vendor releases PSWM, it's organizers and sponsors, along with any volunteers or employees, from injury or damage incurred by the vendor and their agents.
18. PSWM is released from all liability and responsibility for theft, damage, or accidents with regard to all exhibitor displays prior to, during and/or after the event. Product liabilities, guarantees, and insurance are the sole responsibility of the exhibitor.
19. The sale of weapons, fireworks, knives and pornography is prohibited.
20. This contract is subject to the approval of the PSWM and is not effective until signed by an authorized person of the PSWM.
21. Breach of these respective covenants or conduct deemed unsatisfactory to PSWM will result in immediate removal of the vendor.
22. Once a vendor has committed to the market and payment has been accepted there will be no refund of payment.
23. The Market Manager is responsible for the daily operation of the market and has final say in the day-to-day operations. Any unresolved concerns may be made in writing and submitted to the board for resolution.
24. It is **IMPERATIVE** that you contact the Market Manager by email or phone ASAP if you are NOT ATTENDING any scheduled day you have applied for. If the vendor does not inform the Market Manager by phone or email that they won't be attending, PSWM reserves the right to remove the vendor from the market without refund.
25. Guest Vendors must contact the Market Manager to schedule previously unscheduled days, at least 48 hours prior to arrival. Payment must be received upon arrival.
26. Private insurance coverage for food products is required. For all other vendors it is highly recommended and encouraged.
27. A positive, respectful, and polite attitude towards other vendors, the public, and the market is to be maintained at all times.
28. Your Market Manager is Jenn Sutkowski. Please email [parrysoundfarmersmarket@gmail.com](mailto:parrysoundfarmersmarket@gmail.com) for any questions or concerns.

### **Waiver and Hold Harmless Agreement:**

I agree to the rules of the Parry Sound Waterfront Market as outlined in the Vendor Handbook.

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH YOUR APPLICATION AND APPROVAL AS A VENDOR FOR PARRY SOUND WATERFRONT MARKET, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to participate as a Vendor in Parry Sound Waterfront Market (hereafter known as "PSWM") on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you, you understand that:

1. You represent and warrant to PSWM that you have full legal authority and wish to complete the application, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are applying, (the "Vendor Parties"), including authority to make use of the credit or debit card to which fees will be charged. As used in this Agreement and Waiver, (a) PSWM means and includes PSWM, its directors and members; and (b) "you" or "your" means and includes you (as an individual) and your employees and agents, suppliers, volunteers, and family members and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and /or on behalf of another employee or volunteers of Vendor agrees to indemnify, defend, and hold PSWM harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees and associated expenses) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Vendor is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if despite this Agreement and Waiver, any of the Vendor Parties makes a claim against PSWM, you agree, immediately upon request or demand by PSWM, to defend, indemnify, and hold PSWM harmless from all Liabilities which may be incurred as the result of such claim.
2. IN CONSIDERATION OF THE ACCEPTANCE OF YOUR APPLICATION, YOU ASSUME FULL AND COMPLETE RISK AND RESPONSIBILITY FOR ANY ILLNESS, INJURY, OR ACCIDENT WHICH MAY OCCUR WHILE YOU ARE PREPARING FOR THE MARKET, DURING THE MARKET, AND WHILE YOU ARE ON THE MARKET SITE , YOU ARE AWARE OF AND ASSUME ALL RISKS ASSOCIATED WITH PARTICIPATING IN THE MARKET, INCLUDING WITHOUT LIMITATION RISKS OF PERMANENT INJURY OR DEATH DUE TO FALLS, CONTACT WITH OTHERS, ACTS OR OMISSIONS OF OTHER VENDORS OR SHOPPERS, OR EFFECT OF WEATHER.
3. You agree to observe and obey all posted rules and warning, to follow any instructions or directions provided to you by PSWM and to abide by any decision of any Market official relative to your ability to safely participate in or attend the Market. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Market and to obey all applicable laws while participating in or attending the Market. This includes, generally, respect for other people, equipment, facilities or property. You agree that PSWM officials may dismiss you, without refund, should your behavior, in the opinion of PSWM, endanger the safety of or negatively affect the Market. You understand and agree that PSWM is not responsible for any personal item or property that is lost, damaged, or stolen at the Market. You understand and agree that PSWM reserves the right to cancel the Market in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of participants and/or visitors. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment. You agree to hold PSWM harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature, related to any cancellation or disruption of the Market.
4. RELEASE AND WAIVER OF LIABILITY. YOU HEREBY WAIVE, RELEASE, COVENANT NOT TO SUE AND FOREVER DISCHARGE PSWM AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FOR ALL LIABILITIES, CLAIMS, ACTIONS, OR DAMAGES THAT YOU MAY HAVE AGAINST THEM ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR APPLICATION AND/OR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITIES, CLAIMS ACTIONS, OR DAMAGES CAUSED BY NEGLIGENCE OF THE ABOVE PARTIES OR THE ACTION OR INACTION OF ANY OF THE ABOVE PARTIES. PSWM SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PSWM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). WITHOUT LIMITING THE FOREGOING, PSWM WILL NOT BE RESPONSIBLE FOR (A) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED THROUGH OR FROM THE PSWM; (B) YOUR PARTICIPATION IN ANY PROMOTION OR PROGRAM COORDINATED BY PSWM; (C)

PERSONAL INJURY; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY AT THE PSWM SITE; (E) ANY OTHER MATTER RELATING TO THE PSWM SITE OR SERVICES; OR (F) YOUR PARTICIPATION IN THE MARKET. YOU AGREE THAT PSWM'S MAXIMUM LIABILITY TO YOU, FOR ANY REASON OR CAUSE WHATSOEVER, SHALL NOT EXCEED THE TOTAL AMOUNT OF MONIES RECEIVED BY PSWM FROM YOU. NOTHING IN THIS AGREEMENT AND WAIVER SHALL BE CONSTRUED AS LIMITING OR EXCLUDING PSWM'S LIABILITY FOR: (A) DEATH OR PERSONAL INJURY CAUSED BY GROSS NEGLIGENCE; (B) FRAUD OR FRAUDULENT MISREPRESENTATION; OR (C) ANY OTHER MATTER FOR WHICH IT WOULD BE ILLEGAL OR UNLAWFUL TO EXCLUDE OR ATTEMPT TO EXCLUDE LIABILITY. YOUR STATUTORY RIGHTS AS A CONSUMER ARE NOT AFFECTED BY THIS AGREEMENT AND WAIVER.

5. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PSWM AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITY CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF WAIVER AND/OR THE TERMS OF USE INCLUDED IN THE VENDOR HANDBOOK.
6. You agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.
7. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL RELATED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**POSSIBLE INCLUSIONS:**

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I grant permission to the PSWM, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the PSWM.

***I HAVE READ AND DO UNDERSTAND THE PARRY SOUND WATERFRONT MARKET RULES AND REGULATIONS, THE VENDOR HANDBOOK, AND THE VENDOR HOLD HARMLESS AGREEMENT, AND I AGREE TO BE GOVERNED BY THEM.***

Applicant's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Applicant's printed name: \_\_\_\_\_ Date: \_\_\_\_\_

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**PARRY SOUND WATERFRONT MARKET APPLICATION CHECKLIST:**

- All fields completed and clearly printed – incomplete applications will not be considered
- Every item to be sold is listed in detail
- Vendor Fees portion completed in full
- Vendor's Agreement signed and dated
- Photo Release: signed and dated
- Full-Time Vendors: cheque dated for May 15<sup>th</sup> and made payable to 2353363 Ontario Inc.
- Guest Vendors: cheque made payable to 2353363 Ontario Inc.
- If photos included and you wish them to be returned, a self-addressed stamped envelope is enclosed
- Food Vendors: appropriate required insurance and Health Department permits have been obtained

*We thank you for your Application. If your Application is accepted, you will be notified on or before May 22, 2019. You will also receive a welcome email from our Market Manager. A receipt will be issued to you on your first day of the market.*