

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

parrysoundfarmersmarket@gmail.com

COMMUNITY 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

For Office Use:	# of Days:
Date Received:	

COMPANY NAME : _____

Applicant Name _____

Address _____ Town _____

Postal Code _____ Phone _____ Website _____

E-Mail

Vehicle Make _____ Vehicle Colour _____ Plate Number _____

Indicate Dates Requested (please select up to 3 market days):

June 20 June 27 July 4 July 11 July 18 July 25 August 1 August 8 August 15 August 22 August 29

No political activities will be allowed in the use of the community booth.

Selling a product to raise funds is not permitted; however, items unique to a specific group or cause may be allowed on a pre-approved basis. You may sell raffle tickets for a quilt, gift basket or other large item if you wish. Your Organization is responsible for obtaining any permits or licenses required by the Town of Parry Sound to carry out such an activity.

You must provide your own tent and table and are responsible for all other accessories such as a tablecloth and chairs. All tents must be weighted down. We do not permit the use of spikes.

Failure to use the booth during your designated time slot without at least one week's notice to the Market Manager may jeopardize your future use of the booth.

Applications submitted before May 15th will be given priority consideration.

Parry Sound Waterfront Market

RULES AND REGULATIONS

This is a brief summary only of the market rules. The complete listing of our by-laws and regulations are available on the Parry Sound Waterfront' Market website at www.parrysoundfarmsmarket.com and must be read by each Applicant.

All community vendors must sign the following agreement stating that they have read, understand, and agree to be governed by the market Rules and Regulations and By-Laws, 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. COMMUNITY VENDOR'S AGREEMENT

Community Vendor Terms & Conditions

This agreement/contract made between the 'Community 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. Community 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 at least one week prior to your first day as a community vendor.
2. The community 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 community 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 community vendor.
3. The community vendor certifies that all products in the community vendor's business meets all safety standards & has not been modified.
4. Any community 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 community vendor.
5. Community vendor displays shall be constructed and operated so as to permit free traffic of pedestrians and customers.

6. PSWM does not guarantee the community vendor any profits and makes no financial commitments whatsoever to the community vendor.
7. 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.
8. Your company vendor name and pricing must be clearly displayed.
9. The community vendor shall operate their booth at their own risk. PSWM shall not in any way be responsible for any injuries, damages or losses to community vendor including physical injuries, thefts, damages of product or any other loss or damage. PSWM strongly urges Community vendors to have Liability Insurance in place prior to June 20, 2019.
10. The community vendor agrees that all refuse or garbage will be removed by them at their own expense, before the end of each market day.
11. All parking shall be in an allocation designated by PSWM.
12. PSWM is not responsible for any loss or damage however caused to vehicles or property of the community vendor.
13. The community vendor hereby certifies that it has adequate public liability and property damage insurance.
14. The community vendor releases PSWM, it's organizers and sponsors, along with any volunteers or employees, from injury or damage incurred by the community vendor and their agents.
15. 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.
16. The sale of weapons, fireworks, knives and pornography is prohibited.
17. This contract is subject to the approval of the PSWM and is not effective until signed by an authorized person of the PSWM.
18. Breach of these respective covenants or conduct deemed unsatisfactory to PSWM will result in immediate removal of the community vendor.
19. Once a community vendor has committed to the market and payment has been accepted there will be no refund of payment.
20. 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.
21. 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.
22. Community vendors must contact the Market Manager to schedule previously unscheduled days, at least 48 hours prior to arrival. Payment must be received upon arrival.
23. Private insurance coverage for food products is required. For all other community vendors it is highly recommended and encouraged.
24. A positive, respectful, and polite attitude towards other community vendors, the public, and the market is to be maintained at all times.
25. Your Market Manager is Jenn Sutkowski. Please email 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: _____

PARRY SOUND WATERFRONT MARKET PPLICATION CHECKLIST:

- All fields completed and clearly printed – incomplete applications will not be considered
- Vendor's Agreement signed and dated
- Food Vendors: appropriate required insurance and Health Department permits have been obtained

We thank you for your Application. We will notify you on or before May 22th if you are accepted for the Parry Sound Waterfront Market. You will also receive a welcome email from our Market Manager.