

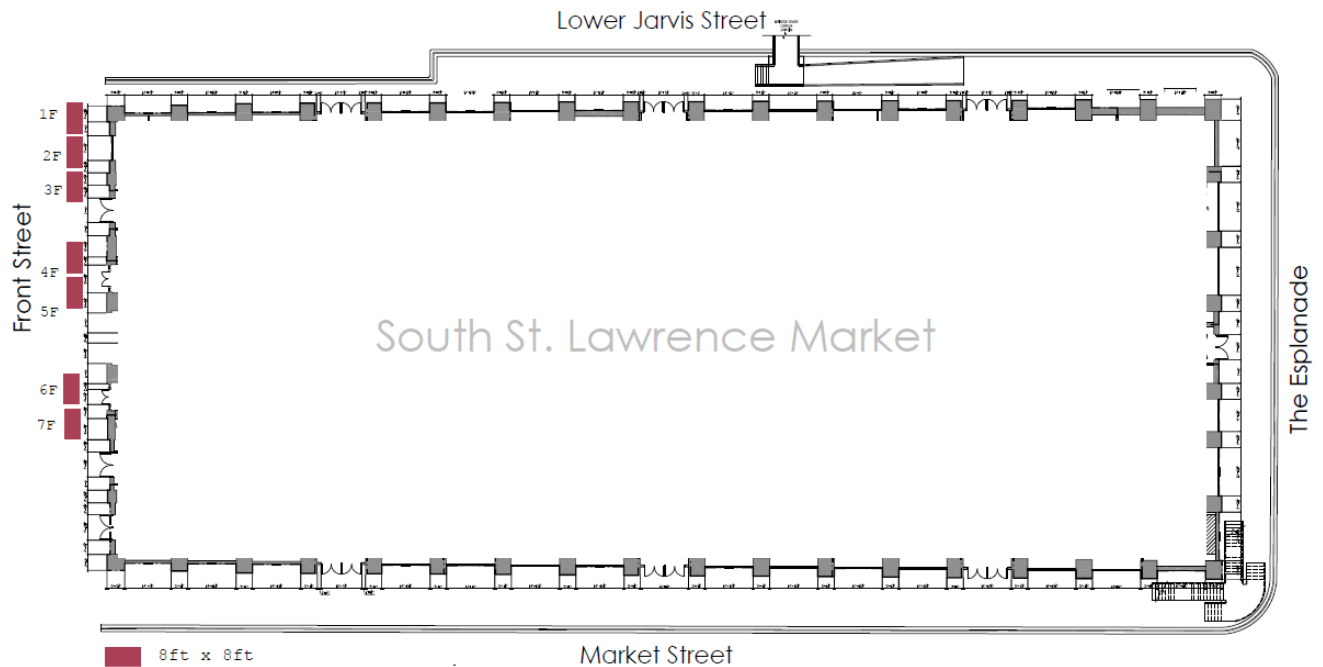
St. Lawrence Market® presents

Arts AT THE MARKET

2019 RULES AND REGULATIONS



1. **Program Period:** Arts at the Market runs from April 20 to October 26, 2019, every Friday and Saturday, except statutory holidays. Arts at the Market is not open Sunday through Thursday.
2. **Selection Process:** The selection of vendors for Arts at the Market will be undertaken by a jury in accordance with the process set out in the 2019 Arts at the Market Call for Applications. All selected applicants will receive formal, written notification regarding their selection, at the email address specified by the applicant on the Application Form. By submitting an application to Arts at the Market, all applicants agree that the jury has sole and absolute discretion in its selection of vendors, that the jury's decision is final, and that the jury is not required to provide details or reasons for its decisions and/or release any applicants' scores.
3. **Yearly Application:** All applications must be submitted on or before March 15, 2019 in order to be considered for the 2019 program period. Permit Agreements for the program are not automatically renewed, and vendors must re-apply each year.
4. **Attendance:**
 - Vendors may not be scheduled for all of the month(s) they selected on their Application Form, depending on the demand for each particular month.
 - Vendors must commit to all dates within the month(s) for which they are scheduled.
 - Vendors must be present at their designated program space for at least 50% of the time for which they've been scheduled, and can elect to have another person operate the space on the vendor's behalf for up to 50% of the time.
5. **Assignment of Permitted Space:**
 - Each vendor shall sign a Permit Agreement to use a certain space (the "Permitted Space") located in the outdoor areas of the St. Lawrence South Market on Front Street and the South Market Patio, and shown on the subsequent map.



- Each vendor will be provided with a table and an outdoor tent/canopy (the "Equipment").
- St. Lawrence Market Complex Management (the "Management") will assign the location of each vendor's Permitted Space on a daily rotational basis. Locations will be assigned at Management's sole and absolute discretion, and shall be accepted as assigned. Vendors are not permitted to move and/or relocate from their assigned Permitted Space, or remove the Equipment from their Permitted Space, without Management's prior written approval.
- Management reserves the right to reassign and/or relocate each vendor's Permitted Space at any time, for any reason whatsoever, as deemed necessary in Management's sole and absolute discretion.
- Only one (1) Permitted Space may be occupied per vendor for any given day.
- No vendor shall sublet, assign, or otherwise transfer his/her permit to use the Permitted Space. Doing so will result in the immediate termination of the vendor's Permit Agreement to use the Permitted Space and the removal of the vendor from the Arts at the Market program.
- Vendors shall conduct their businesses in their assigned Permitted Space in a neat and orderly manner.
- Vendors shall accept the Permitted Space and the Equipment in an "as is, where is" condition, regardless of weather conditions or surroundings. Management is not required to perform any work with respect to the Permitted Space, the Equipment, or the surroundings.

6. Display & Equipment:

- Vendors are required to keep their business activities, as well as their table, products, displays, equipment, and all other materials within the boundaries of their Permitted Space. All public access routes must be kept clear at all times.
- Management does not provide vendors with any supplies or accessories for their Permitted Space other than the Equipment. Items including but not limited to tablecloths, racks, and signage are the responsibility of each vendor.
- No permanent objects may be attached and/or added onto the Permitted Space or the Equipment. No taping, stapling, tacking or adhering of items to any walls, windows, furniture or floors will be permitted. Vendors shall return the Permitted Space and the Equipment to their original state at the end of each day.
- All signage must be professionally and/or creatively prepared. Management reserves the right to remove any signs deemed inappropriate and/or unattractive, in Management's sole and absolute discretion.
- Management will not provide vendors with any chairs, furniture, electricity, or other amenities other than the Equipment, unless otherwise noted in the Permit Agreement.
- Vendors are not permitted to use radios, speakers, or other audio or stereo equipment in their Permitted Space.

7. Hours of Operation:

- Opening: Vendors must be set up and open for business by 8:30 a.m. on both Fridays and Saturdays, otherwise Management reserves the right to reassign the Permitted Space. Reassigned spaces will be allowed to set up after 9:00 a.m. The Equipment will be available for set up at 7:00 a.m. on both Fridays and Saturdays.
- Closing: Vendors must remain open for business until 7:00 p.m. on Fridays, and 5:00 p.m. on Saturdays, except in April and May when vendors can close at 5:00 p.m. due to the limited available sunlight. Vendors must always close by 8:00 p.m. at the latest.
- Hours of operation will be strictly enforced.

8. Set-Up & Parking: Vendors are responsible for parking, loading and unloading, and are not to block public access routes at any time. Management will not be responsible for any parking tickets that a vendor may receive.

9. Product Sales:

- Vendors shall use the Permitted Space solely for the purpose of selling products that were identified on the vendor's Application Form and approved by Management. Vendors will not be permitted to sell any other product(s) from their Permitted Space.
- Vendors agree to accept full responsibility for all materials and goods used or displayed in their Permitted Space.
- Vendors shall post their refund or return policy in their Permitted Space.
- Vendors shall operate their businesses in compliance with all applicable governing laws and regulations.

10. Payment:

- Payment of permit fees for the Arts at the Market program must be made by Debit, Visa, AMEX, money orders or certified cheques. Cash and non-certified cheques will not be accepted.
- Vendors will be required to make monthly payments in advance on the 23rd day of the month prior to the month that is being paid for. Each such payment must cover all the dates within that particular month.
- Vendors will be required to pay a \$150.00 refundable cancellation/damage deposit by Friday, April 5, 2019.

11. Cancellations and Refunds: Any vendors who cancel or do not attend any of their scheduled dates will not be refunded their permit fees, will forfeit their \$150.00 deposit, and may be removed from the Arts at the Market program. Management assumes no responsibility for poor sales, inclement weather, or low customer traffic.

12. Losses & Damages:

- Management shall not be responsible for any losses, damages, costs and/or expenses of any kind whatsoever resulting from, arising out of, or incidental to the vendor's participation in Arts at the Market or the vendor's use of the Permitted Space or Equipment.
- Vendors shall be solely responsible for all damages caused to any furniture, equipment, or other property belonging to the City of Toronto.

13. Special Events: Management will periodically plan special events at the St. Lawrence Market which may make some Permitted Spaces unavailable for specified periods of time. Affected vendors will be notified approximately 7 days in advance both verbally and by written notice. If Management cancels a scheduled date for which a vendor has already paid, a refund will be provided for said date.

14. Comments & Complaints: All comments, complaints and concerns must be directed to artsatthemarket@toronto.ca to be considered.

15. Insurance Requirements: Every vendor, upon acceptance into the program, shall file proof of third party liability insurance provided that the policy is in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof as related to the operation of the Permitted Space in Arts at the Market.

The above public liability insurance shall be in the name of the vendor and shall name the City of Toronto as additional insured thereunder.

Every vendor shall ensure that the insurance required shall be kept in force for the period during which they are vendors under the Arts at the Market program. No vendor who is required to file proof of insurance with Management shall fail to maintain in force and to renew the same in a timely manner and to pay the premium due thereon. Management will remove any vendor from Arts at the Market upon receipt of notice that their policy of insurance is to expire on a stated date, unless further proof of insurance is filed on or before that date.

- 16. Non-Compliance:** All vendors are to comply with the Rules & Regulations set out herein. Any non-compliance may result in the suspension and/or termination of the vendor's Permit Agreement to use the Permitted Space, and the removal of the vendor from the Arts at the Market program, without refund of any permit fees.
- 17. Amendments:** This document may be amended from time to time at Management's sole and absolute discretion.
- 18. Conflicts:** In the event of any conflict between this document and the Call for Applications, this document shall govern. In the event of any conflict between this document and the Permit Agreement, the Permit Agreement shall govern.