

Submission Deadline: **MONDAY NOVEMBER 16, 2009**



MERCHANT AGREEMENT

Date: _____, 2009

Merchant Agreement for:

HEART OF THE HOLIDAYS WINTER MARKET
Saturday December 5 – Saturday December 12
Location: Manitoba Hydro, 360 Portage Ave, 1st Floor Gallery
(Refer to **Schedule A** for details)

between

Downtown Winnipeg Business Improvement Zone & Affiliates
(hereinafter referred to as the BIZ)

and

(hereinafter referred to as the VENDOR)

Address: _____ Postal Code _____

Cell: _____ Phone: _____

Email: _____

Following are the terms and conditions:

1. The BIZ agrees to lease concession/vending space to the above VENDOR during the event as stipulated in **Schedule A** attached to this agreement.
2. The BIZ agrees to lease a designated space as designated by the BIZ to the VENDOR and gives the VENDOR the right to operate their concession during the event as per **Schedule A**.
3. The VENDOR shall operate as follows:

Type of concession: _____

in the designated space as per **Schedule A**.

4. The VENDOR agrees to pay the BIZ the sum of \$ 0 , and is inclusive of GST for each concession space operated by the VENDOR.
5. The VENDOR agrees to obtain and provide verification of all necessary permits to operate their concession.
6. The VENDOR must pay all applicable business, municipal or provincial and other taxes associated with the operation of their concession.
7. The VENDOR agrees to keep the area clean throughout the event and shall remove all items and other debris generated by their concession from the event site as per **Schedule A**.
8. The BIZ does **NOT** provide power. VENDORS shall be responsible for supplying their own power source or shall negotiate with the appropriate sources to obtain the required power.

Submit via MAIL, EMAIL, FAX, DROP OFF. Attn: Lola Ilelaboye, Event Coordinator
Address: 426 Portage Ave., R3C 0C9 **Fax:** 958-4630 **Em:** lola@downtownwinnipegbiz.com

9. The VENDOR agrees to abide by all of the rules and regulations that may from time to time be implemented by the BIZ including:

The VENDOR shall not play music or create any other disturbances;

The VENDOR and its employees shall wear appropriate business clothing (in particular NO swimwear) and shall conduct themselves in a professional and business like manner at all times.

The VENDOR shall provide a minimum of one employee for each designated space/concession in the event that assigned locations are not adjacent.

Only one VENDOR per space. VENDORS are not permitted to subdivide/sublet their assigned space.

Selection of merchandise to be displayed is at the discretion of the VENDOR. BIZ reserves the right to refuse exhibition of merchandise deemed unsuitable for display.

Additional display required by the VENDOR must be provided by the VENDOR and may not exceed six (6) feet in height, must stay within the designated space and must not obstruct the display of fellow vendors. Displays should be able to withstand weather and crowds.

10. The VENDOR agrees to cease sales at the times as listed in **Schedule A** begin the closing of their concession.
11. The VENDOR agrees to comply with all the decisions and directions given by the BIZ representatives at the event and acknowledges that failure to comply may result in ejection of the VENDOR and/or any of it's employees from the event, at the sole discretion of the BIZ without any reimbursement of any part of the rent or other monies paid hereunder.
12. The VENDOR hereby releases the BIZ, its officers, directors, members, employees, agents and any other person(s) officially connected with the event, from any and all liability for any injury and/or damage which the VENDOR, it's employees or agents, may suffer to person, property or reputation, arising from or by reason of the VENDOR's operation of a concession or other participation in the event, whether caused by negligence or otherwise.
13. The VENDOR agrees to indemnify and save harmless the BIZ, it's officers, directors, members, employees, agents and any other persons officially connected with the event from any and all expenses, losses or damages which the BIZ may be liable to pay as a result of any acts or omissions on the part of the VENDOR, it's employees or agents.
14. The BIZ shall be entitled to terminate this agreement, at its sole discretion, at any time before the date of commencement per **Schedule A**, plus or minus 7 days, in the event of inclement weather, acts of God, strikes or for any other reason. In the event of termination under this paragraph, the BIZ shall not be liable for any loss, expense or other damages suffered by the VENDOR.
15. It is understood that this contract gives the VENDOR direct access to the area and persons within the event area as approved by the BIZ with authorization from Manitoba Hydro.

The information provided is accurate to the best of my knowledge and I fully agree to commit to the terms as stated.

Dated this _____ day of _____, 2009 in the City of Winnipeg.

VENDOR

BIZ



Witness _____

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Schedule A

HEART OF THE HOLIDAYS WINTER MARKET

Location: Manitoba Hydro, 360 Portage Ave, 1st Floor Gallery

Please check **ANY** market in which you are interested in participating:

- 1. Weekend Market 1: 12:00pm – 5:00pm **Saturday December 5, 2009** (1 day)
- 2. Weekday Lunch Market: 11:30am – 1:30pm **Monday Dec 7 – Friday Dec 11** (5 days)
- 3. Weekend Market 2: 12:00pm – 5:00pm **Saturday December 12, 2009** (1 day)

Vendor placement is at the discretion of the BIZ & will be determined by the BIZ 2 days before your scheduled date.

The **VENDOR** agrees to operate as follows:

Vendor Name: _____

Product(s) for Sale:

Please check **ONE** Option:

NOTE: There are only 9 merchant kiosks available for use on a 1st come 1st serve basis, all other vendors will be required to provide their own table and set up as part of the winter market.

<input type="checkbox"/> I want a kiosk WITHOUT wire mesh to put my products on/around	<input type="checkbox"/> I want a kiosk WITH wire Mesh to hook, hang or attach product to	<input type="checkbox"/> I will provide my own table & set up
		<p>NOTE: Set up must be contained within a 10ft x 10ft space</p>

The information provided is accurate to the best of my knowledge and I fully agree to commit to the terms as stated.

Dated this _____ day of _____, 2009 in the City of Winnipeg.

VENDOR

BIZ

Witness _____