



## Food and Flowers Vendors Contract Agreement 2010

The Bastion Square Public Market is owned and operated by the Bastion Square Revitalization Association Society (BSRA) and operates the public space in Bastion Square through an agreement with the City of Victoria. The Public Market is managed and coordinated by the Manager of the Bastion Square Public Market, under direction of the Bastion Square Revitalization Association (BSRA). The net funds raised by the Public Market are held in trust by the City and are invested in projects agreed to by both the BSRA and the City of Victoria which contribute toward the revitalization and historical preservation of Bastion Square.

Please fill in all of the required information in this contract in ***duplicate***. Please ***read and initial*** each page (at the bottom) which will indicate that you have read and understood each term of reference. Failure to complete the application fully will make this contract null and void. Please return this contract within seven (7) days along with your deposit and post dated cheques dated for April 1<sup>st</sup>, May 1<sup>st</sup>, June 1<sup>st</sup>, July 1<sup>st</sup>, August 1<sup>st</sup> and September 1<sup>st</sup>, 2010. Return both copies of the contract to the Manager of the Bastion Square Public Market. Your copy will be returned to you along with your Welcome and Information Package.

### Terms of Reference

#### 1. Acceptance

- a) each vendor must be in good financial standing with the BSRA to apply to the 2010 Bastion Square Public Market;
- b) each Vendor must have applied and been juried to be accepted into the Bastion Square Public Market;
- c) each Vendor must have paid their \$35.00 jurying and space rental application fee;
- d) after being accepted each Vendor must have submitted their Contract Agreement 2010 in duplicate along with their \$200.00 deposit and post dated cheques dated for April 1<sup>st</sup>, May 1<sup>st</sup>, June 1<sup>st</sup>, July 1<sup>st</sup>, August 1<sup>st</sup> and September 1<sup>st</sup>, 2010.
- e) criteria from the Application Guidelines for 2010 must be met at all times or this contract will be considered breached and become null and void;
- f) should a Vendor wish to include another product or substantially change their product, the vendor must submit the product for jurying before being displayed and/or offered for sale. The Manager of the Bastion Square Public Market will conduct a regular review of vendors' products to uphold the Vendors Contract Agreement 2010.

**2. Application Guidelines Criteria**

- a) Bastion Square Public Market will not accept rummage items, flea market items, or imports. Products must be predominately handcrafted or designed in British Columbia. If a Vendor designs and produces their craft outside of British Columbia, reasonable proof of the vendors work must be shown to the satisfaction of the Bastion Square Revitalization Association. In this instance only 'one-off's will be accepted.
- b) If there is proof found of an Vendor selling imports or re-sellable items, the Vendors contract will be terminated and they will forfeit their contract fees.

**3. Space Rentals/Hours of Operation**

- a) Space rentals will be from April 1<sup>st</sup> to October 15<sup>th</sup>, 2010;
- b) The BSRA has the right to move Vendors as required for special events;
- c) Space rentals are subject to space availability;
- d) Preference of location is determined solely by the Bastion Square Public Market Manager;
- e) Preference of location is given to all full-time Bastion Square Public Market Vendors; (vendors who work three or more days per week);
- f) Hours of Operation for the Bastion Square Public Market are Sunday through Saturday from 10:30 am to 7:30 pm. As each Vendor chooses their own work schedule, Vendors may choose to work any of these days and Vendors may choose their hours. Vendors must be set-up by 12 o'clock noon and work within the hours set out by the City of Victoria;
- g) In compliance with the City of Victoria contract, Vendors may not set-up earlier than 8:30 am and Vendors must vacate Bastion Square no later than 9:30 pm;
- h) If a Vendors is going to be absent from the market for more than 5 (five) consecutive days, the vendor must provide notice to the Manager in writing of their dates of absence at least two (2) weeks in advance. Failure by the vendor to provide the information in writing two (2) weeks in advance will result in loss of your space and relocation to another site if space is available. There will be no reimbursement of contract fees based on failure to comply with this rule.

**4. Site Location**

- a) The Manager of the Bastion Square Public Market will maximize the use of the available space in the Square to present the greatest variety for the visitors and patrons of the market, and to allow Vendors to best display their product. Vendors will be located in such a manner as to make the Public Market visually appealing while ensuring safe and proper flow of traffic to and from buildings and businesses throughout Bastion Square.
- b) Every effort will be made to accommodate the needs of the Vendors based on a site plan for table layout;
- c) The Manager of the Bastion Square Public Market has final determination on allocation of all sites;
- d) Preference of location is given to all full-time Bastion Square Public Market Vendors;
- e) there are a limited number of 12' spaces available that can be used with a tent. They will be rented on a first come basis. Please see the attached map of their locations.

## 5. Vendor Displays/Booths/Signage

- a) Vendors displays are to stay within their designated rented space;
- b) All displays and table coverings must be in one solid colour. Patterned fabrics or fluorescent materials are not permitted. Tables must be skirted to the ground on three sides. Skirting must be hemmed. Table covers must be a hemmed matching piece of fabric;
- c) Vendors who want to use a free standing umbrella may use an umbrella in a solid colour. Please no patterned umbrellas or any branded umbrellas endorsing or advertising any other businesses on them except your own.
- d) Tents will be allowed only in the designated areas. Tents may be any colour however no patterns or fluorescent tents. No blankets, plastics etc may be used. If you require walls, please purchase proper tent walls;
- e) Table covers should be pressed and clean;
- f) Displays are to be free standing, sturdy, and easy to assemble. If a display is deemed to be unsafe or not in keeping with the Market rules and standards, the Manager will give written notice to the vendor outlining the corrections that need to be made by the Vendor;
- g) A ground level blanket display is prohibited;
- h) All signage is to meet the guidelines of the **Marketing and Signage Regulations** (see Marketing and Signage Regulations document);
- i) All displays are to be removed from Bastion Square each day;
- j) Vendors are responsible for keeping their booth sites clean at all times;
- k) Bastion Square has been designated a "**green zone**", therefore smoking is prohibited by Vendors in the Bastion Square green zone areas. (Please see map that outlines the green zone.);
- l) Alcohol and drug use is prohibited;
- m) any Vendor under the influence during market hours will be subject to termination of their contract making it null and void and they will forfeit their space and fees paid

## 6. Bags

- a) The BSRA will be providing Bastion Square Public Market bags in various sizes for Vendors to use. These bags are included in the rental fees of your booth space. It is a requirement that they be used when a bag is supplied by the Vendor as a means of promoting the market.

## 7. Vendors Code of Ethics and Code of Conduct

- a) Vendors are required to follow the **Bastion Square Code of Ethics and Code of Conduct** at all times. A copy of the Bastion Square Code of Ethics and Code of Conduct is available at [www.bastionsquare.ca](http://www.bastionsquare.ca) and will also be provided to you in your **Welcome and Information Package**. Failure to comply with the rules and regulations of this document will terminate this contract making it null and void;
- b) To fulfill the Public Market mandate, it is encouraged that the Vendor work onsite. When possible, the Vendor should be able to provide live demonstration of their art. If this is not possible Vendors are encouraged to exhibit a story-board with pictures and text showing themselves working at their craft;

## 7. Vendors Code of Ethics and Code of Conduct continued

- c) Vendors are responsible for the registration and collection of all provincial and federal taxes;
- d) **Vendors are responsible for providing receipts to customers.**
- e) The Manager of the Bastion Square Public Market has sole authority over all Vendors relating to their participation in the Public Market.

## 9. Vendors Rental Fees 2010

- a) Rental Fees are based upon the frontage space that is allotted to each space. The layout of the Bastion Square Public Market will allow for 18 inches of space between each Vendor space. Therefore Vendors' displays should be constructed knowing there is no room on the sides for display items. **If you wish to have side space on your booth then place rent an L-shaped space.**
- b) There are a limited number of L-shaped spaces for rent that will allow the use of an L-shaped display where a vendor can display items on two sides of their space. These will be rented on a first request basis only.
- c) 12' spaces are rented on a first come basis and based on availability. Please see the attached map.
- d) Full-time Vendors Rental Rates:
  - 4' frontal rental - \$1,000.00 (\$166.67 per month for six months; \$200 per month for five months; \$250 per month for 4 months, etc.)
  - 4' L-shaped rental - \$1,500.00 (\$250 per month for six months; \$300 per month for five months; \$375 per month for 4 months, etc.)
  - 8' frontal rental - \$1,500.00 (\$250.00 per month for six months; \$300 per month for five months; \$375 per month for 4 months, etc.)
  - 8' L-shaped rental - \$1,900.00 (316.67 per month for six months; \$380 per month for five months; \$475.00 per month for 4 months, etc.)
  - 12' frontal rental - \$2,300.00 (above conditions apply) (\$383.34 per month for six months; \$460 per month for five months; \$575 per month for four months, etc.)
  - 12' L-shaped rental - \$2,750.00 (above conditions apply) (\$458.33 per month for six months; \$550 per month for 5 months; \$687.50 per month for 4 months, etc.)
- e) Weekly Vendors Rental Rates:
  - 4' frontal rental - \$100.00 per week
  - 8' frontal rental - \$150.00 per week
  - 12' frontal rental - \$225.00 per week
- f) Part-time Daily Vendors Rental Rates:
  - 4' - \$20.00 per day
  - 8' - \$30.00 per day
  - 12' \$45.00 per day

**9. Vendors Rental Fees continued**

- g) High Season Monthly Vendors Rates (June, July, August, and September 2009)  
4' - \$475.00 per month  
8' - \$600.00 per month  
12' - \$750.00 per month
- h) All fees are due on the dates indicated. Late payments will be charged 1-1/2 % interest per month on all overdue payments.
- i) A \$35.00 fee will be charged for all NSF cheques.
- j) For part-time vendors, all fees for the day, week or month must be paid in full on the 1<sup>st</sup> of each month. There is no reimbursement for rain days or bad weather days.

**10. Other**

- a) The Bastion Square Revitalization Association or the Bastion Square Public Manager are not responsible for your sales or business outcomes. It is the sole responsibility of each Vendor to work and generate their sales;
- b) The \$200 deposit will be reimbursed to each Vendor in October 2010 provided that the Vendor is in good financial standing with the BSRA and all fees have been paid in full.

**11. Vendors Referral Fees**

An opportunity is being provided for Vendors to assist the Manager and the BSRA in growing the Bastion Square Public Market by providing Vendors who recruit new vendors to the Bastion Square Public Market with a referral fee.

The referral fee will be calculated based on a new vendor who has worked in Bastion Square and contributed \$1,000.00 minimum of income during the 2010 market season to the BSRA.

A 5% fee will be paid out to the Vendor who recruited the new Vendor in October 2010 providing that the recruited Vendor has paid all their fees and that both they and the new Vendors are in good financial standing with the BSRA.

I, \_\_\_\_\_ operating \_\_\_\_\_  
(Vendors Name) (Business Name)

do hereby agree with the **Terms of Reference** as laid out in this **Vendors Contract Agreement 2010**, and do hereby enter into a Rental Agreement with the **Bastion Square Revitalization Association Society (BSRA)**. I, hereby agree to rent space from the **BSRA** from April 1 to October 15, 2010.

I, \_\_\_\_\_ do realize that any breach of this Contract terminates this  
(Vendors Name)  
contract making it null and void, and as a result of the breach of contract, I am **not** entitled to be reimbursed for any fees.

\_\_\_\_\_  
(Vendors Name - Printed)

\_\_\_\_\_  
(Vendors Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Witness Name - Printed)

\_\_\_\_\_  
(Witness Signature)

\_\_\_\_\_  
Manager  
Bastion Square Public Market

\_\_\_\_\_  
(Manager's Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(BSRA Board Director Name - Printed)

\_\_\_\_\_  
(BSRA Board Director Signature)