



THE DOWNTOWN WINDSOR BUSINESS IMPROVEMENT ASSOCIATION
484 PELISSIER ST., WINDSOR, ONTARIO N9A 4K9
DWBIA@DOWNTOWNWINDSOR.CA
DOWNTOWNWINDSOR.CA
519-252-5723

2021 Night Market
VENDOR INDEMNITY WAIVER & POLICY DETAILS AGREEMENT

Date: _____

Vendor's Legal Name ("Releasor"): _____ **(PRINT PLEASE)**

PLEASE READ CAREFULLY BEFORE SIGNING AT THE BOTTOM

To: The Downtown Windsor Business Association (hereinafter the "DWBIA"), its employees and authorized actors of the DWBIA, and the City of Windsor (collectively the "Released Parties")

As a Releasor, I fully understand and agree to the following terms:

Assumption of Risks: Participation in the 2021 Night Market involves various risks, dangers and hazards, which all Vendors are required to assume. The Releasor hereby freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, bodily injury, death, and property loss resulting from participation.

Limitation of Liability: The Releasor acknowledges that under no circumstance is the DWBIA and Released Parties liable to the Releasor or any other person or entity for special, incidental, consequential, punitive, exemplary or indirect damages, loss of goodwill or business profits, work stoppage, data loss, equipment failure or malfunction, or any and all other commercial damages or loss that may arise from participation in the 2021 Night Market.

Release: In consideration of being granted permission to participate in the Night Market, the Releasor hereby for itself, its heirs, executors, administrators, or any others who may claim on its behalf, covenant not to sue, claim or otherwise initiate legal proceedings whatsoever against the DWBIA and Released Parties and hereby waive, release and discharge the DWBIA and Released Parties from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of the Releasor's participation.

Indemnity: In consideration of being granted permission to participate in the Night Market, the Releasor agrees to hold harmless and indemnify the DWBIA and Released Parties from any and all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, due to any personal injury, illness, loss of life, property damage or any other kind of damage whatsoever arising from the Releasor's participation as a Vendor in the Night Market.

Rules: The Releasor agrees to comply with all rules, instructions, and directions of the DWBIA staff and representatives, and as outlined in the Night Market Policies herein. The Releasor understands and agrees that

a failure to comply with the Rules will result in his/her participation in the Night Market being terminated with immediate effect and that he/she may be required to remove him/herself forthwith from the Night Market.



Consent to Use: In consideration of being granted permission to participate in the Night Market, the Releasor grants the DWBIA, and anyone it may authorize, its consent to use its likeness, voice, words, or any other representation, as well as any works it may furnish [collectively the "Works"] in television, radio, film, print, electronically or in any other form, and the right to reproduce, display, distribute, and record the same, to promote the DWBIA and Night Market, and any other future promotions as may be determined by the DWBIA. The Works may or may not identify the Releasor as the subject and/or owner, and the Releasor waives any rights that it may have to inspect or give its approval to the Works.

Personal Items: The Releasor is fully responsible for their own personal items during the Night Market, including but not limited to any equipment, materials, or personal effects that they may use in the course of their Participation and the DWBIA and Released Parties shall not be liable for any loss of or damage to the same.

Vendor Policy Agreement

Products: Vendors must submit a list or details of products with their application form. Products sold at the Night Market must be GROWN, MADE, BAKED, or PRODUCED by the Vendor or be an artisanal Canadian product. The Night Market is a space for locally created artisanal Canadian products and foods. As such, only Vendors who are selling bona fide locally created or produced artisanal products, foods, or similar products will be permitted. Exceptions may be made for Not-for-Profit Groups on a case-by-case basis, with first preference given to Not for Profit Groups located within the DWBIA's business district. If you represent a Not-for-Profit Group, see the section titled "Not for Profit Groups" below. Management of the Night Market reserves the right to ask any Vendor to remove any product or item from sale at any time during the season.

Vendor Space: All Vendors must:

1. Provide Table/s for product.
2. Provide Tent/Canopy in good repair.
3. Manage the space around their Site within COVID 19 Protocols (including line up, social distancing)
4. Provide tablecloths, all health and safety supplies, as required (i.e., Handwashing Station), and certifications.
5. Bring own COVID 19 protocol supplies (masks, sanitizer, etc.).
6. Comply with the Night Market's pricing and product information regulations (see Signage for further information)
7. Be in their assigned space by 5:30PM or they will forfeit their space, and no refunds will be issued.
8. Not resell their space. Once a space is paid for, no refunds will be honoured.
9. Remain onsite for the entire duration of the Market. Exiting early is not permitted.
10. Maintain the cleanliness of their booths and of the area directly in front of their booths.
11. Must remove all of their garbage, boxes and other debris from the site, and leave the space in the same condition as when they arrived.
12. Keep all of their products, merchandise, possessions etc. within the boundaries of their assigned space.

13. Not play music, use stereos etc., and are encouraged to minimize noise so as not to disturb other vendors and visitors.
14. Smoking is prohibited at the site, as is the consumption or possession of alcoholic beverages and controlled substances.

15. Not sell the following items:

- Food, alcoholic and/or non-alcoholic beverages, candy, gum., etc., unless otherwise permitted by the DWBIA
- Weapons and fireworks of any kind
- Chemicals

Due to the family atmosphere of the event, the management reserves the right to reasonably restrict the sale or display of any items in order to maintain a proper moral and wholesome environment.

Location: Each approximate 10 x10 space is numbered on the pavement/ground. Vendors will be assigned a location by number. When possible, each Vendor's location is kept permanent based on the following guidelines:

1. There are a limited number of Hydro sites and a limited amount of amperage. Vendors receiving Hydro are limited in what may be plugged into amperage in the grid. The DWBIA reserves the right to limit access. Vendors must follow the direction of the DWBIA at all times.
2. Vendors are responsible for providing their own source of water if applicable.
3. The General Manager of the Night Market or other authorized employees of the DWBIA, from time to time, will have reason to adjust Vendor locations. Additionally, municipal authorities, from time to time, have reasons to adjust their policies. All Vendor locations and approvals are subject to change due to changing environmental considerations or safety—without warning or advance notice.
4. Load in time is between 4-5:30PM. All Vendor vehicles SHALL be off site by 5:30PM at THE INSTRUCTION OF MARKET STAFF AND VOLUNTEERS.
5. Load out time is between 10-11PM. All Vendors and Vendor vehicles SHALL be off site by 11PM at THE INSTRUCTION OF MARKET STAFF AND VOLUNTEERS.
6. Free Vendor parking for one (1) vehicle will be provided on the upper floors of the Pelissier Street Parking Garage. Additional parking permits can be purchased at a cost of \$5 per vehicle.

Permit & Food Safety: Vendors are responsible for obtaining all necessary licenses, permits, inspections and certifications for the sale of their products. This includes health and safety, labeling, etc. All persons handling food must maintain a high level of cleanliness. Vendors who are selling food should consider contacting the Health Unit prior to committing to the Night Market to ensure compliance. Food Handling and Food Safety Courses are offered throughout the year and even online. The Night Market is not responsible for Vendor Registration with the WECHU. Vendors who cannot follow Health Unit regulations will be asked to leave the Night Market (without refund) and/or asked to restrict the content of products brought to the Night Market for sale.

Windsor-Essex County Health Unit
[Vendor Application](#),

[Food Vendor Requirements](#)
[Food Vendor Set-Up Guide](#)

If you have any questions about the rules and regulations governing food vendor/product operations, please contact:

JENNY TAN CPHI(C)

Public Health Inspector | Environmental Health Windsor-Essex County Health Unit
1005 Ouellette Avenue, Windsor, N9A 4J8

Email: jtan@wechu.org

Phone: 519-258-2146 ext. 1463

Fax: 519-258-8672



Permits & Alcohol Safety: Vendors wishing to sell alcoholic beverages of any kind are required to provide a Certificate of Insurance that includes (i) occurrence based and (ii) cross liability coverage of at least \$2 million, and (iii) liquor liability coverage of at least \$2 **million at least 10 days prior to the event.** Vendors must add the following entities as additional insured:

Downtown Windsor BIA
484 Pelissier Street | Windsor, ON N9A 4K9

The Corporation of the City of Windsor
403 - 400 City Hall Square E | Windsor, ON N9A 7K6

Signage: All prices must be clearly marked and displayed prominently. Prices should not be altered during the day unless through verbal negotiation with customers. Signage and vendor presentation is very important. All Vendors should strive for an attractive public appearance. Night Market provided COVID-19 precautionary signage should be displayed.

At the DWBIA's sole discretion, signage or messaging which is inappropriate, offensive, or otherwise brings the reputation of the Night Market into disrepute will not be permitted. The DWBIA and/or authorized employees of the DWBIA maintain the right at any time to instruct a vendor to remove signage determined to go against this policy, and reserve the right to remove a Vendor who fails to comply with the above.

Not-for-Profit Groups: The Night Market is a venue meant exclusively for the sale of old and used goods, and artisanal items or products produced in Ontario. Selling bona fide locally created, artisanal products, or similar products are the Market's central purpose. On occasion, reasonable accommodations may be made for certain Not For Profit groups that are existing members of the Downtown Windsor Business Improvement Association and whose purpose serves to represent the economic and social interests of all Downtown Windsor member businesses. This accommodation is not guaranteed and the DWBIA has the right to refuse any and all Not for Profit Groups at its discretion.

Exceptions may be made for Not-for-Profit Groups on a case-by-case basis, with first preference given to Not for Profit Groups located within the DWBIA's business district. If you represent a Not-for-Profit Group, see the section below. Management of the Night Market reserves the right to ask any Vendor to remove any product or item from sale at any time during the event. Preference will be given to Not For Profit Groups based in the Windsor-Essex area first. To apply for accommodation as a Not-For-Profit Group, prospective Vendors must adhere to the following steps:

1. Prospective Vendors must be an existing member of the DWBIA.
2. As with all other Vendors, you must submit advanced application to the DWBIA. This application must be submitted to the DWBIA a minimum of 10 days prior to the participation dates for which you are applying.
3. If the vendor application is approved, the DWBIA will assign an available space to the prospective vendor. Preferential locations cannot be guaranteed. Preferential locations in the Market are reserved for Vendors who sell items and products that meet the requirements on pages 2 & 3.
4. The prospective vendor must pay the relevant daily fee for participating Vendors at the Market. The fee must be paid in advance of the day the vendor intends to operate at the Market.

5. The prospective vendor must adhere to the code of conduct applicable for all Market Vendors. The prospective vendor must stay within the boundaries of their market area as designated by the DWBIA. The prospective vendor must not conduct ANY activities, sales, or performance of any Not-for-Profit work or information campaign outside of the area specified to the prospective vendor by the DWBIA. Failure to abide by this will result in the prospective vendor being immediately instructed to leave. There will be no warnings. Vendors who do not abide by the above clause will be instructed to leave and may be barred from participating as a vendor at the Market and DWBIA events in future.
6. Prospective Vendors at the Market must refrain from confrontational behaviour. All promotional materials, posters, flyers, and goods for sale must be in good taste. If any items or material are deemed offensive to community members, they will be removed at the discretion of the General Manager and/or the DWBIA.

Vendors who do not comply with the above will be unable to sell their wares at the Night Market.

At their discretion, the General Manager and the DWBIA may deny further access to the Market to any individual or organization unable to comply with the above rules. As stated above, local Not For Profit organizations who are members of the DWBIA may be allowed to participate in the Market in order to promote special events or conduct fundraising activities at the full discretion of the General Manager and/or the DWBIA; however, all such activities are to be confined to areas within the Market as designated by the General Manager and/or the DWBIA. Failure to abide by this will result in the Vendors' forfeiture of their spot.

I AM AWARE OF THE NATURE AND EFFECT OF ALL TERMS AND POLICIES ABOVE, AND VOLUNTARILY AGREE TO ABIDE BY ALL TERMS ENCLOSED IN THIS AGREEMENT. I AM AWARE OF THE NATURE AND EFFECT OF THIS ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I/THE VENDOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE REVIEWED AND UNDERSTOOD THE WAIVER AND ALL TERMS OF THIS AGREEMENT.

Signature of Releasor

Print Name (Clearly)

Date