

## VENDOR RENTAL AGREEMENT 2023 SUMMER BY THE SEA STREET MARKET

**\*IMPORTANT\***

**Please read thoroughly. By submitting an application, you are acknowledging that you have read, understand and agree to comply with the terms and conditions of this agreement in its entirety.**

### **2023 MARKET DATES AND HOURS OF OPERATION**

- **Twelve Consecutive Tuesday Nights:**  
June 13th to August 29th 6:00 pm to 9:00 pm. (8.30 pm finish from August 15<sup>th</sup> to August 29<sup>th</sup> 2023)

### **APPLICATION AND SITE POLICIES**

1. It is your responsibility to ensure we have received your application. Please allow at least 1 week for us to respond to your submission. If, after 1 week, you have not had a response, please contact the Market Coordinator. You will be asked to sign and submit a copy of this Rental Agreement in order to receive approval as a Market Vendor..
2. ALL applications are subject to approval by Market Coordinator.
3. To apply for a Full Season site, vendors must be able to attend at least 9 of the 12 market dates.
4. Advertising IN ANY WAY to share or sublet a site is NOT permitted.
5. Sharing your site with an unregistered vendor, or sub-leasing your site is NOT permitted.
6. Applications must include a detailed description of ALL goods and services to be promoted in a site, and must be relevant, i.e. jewelry and clothing permitted – jewelry and produce NOT permitted. We reserve the right to limit the total in each category and to decline anything deemed unfitting.
7. Goods NOT permitted: Secondhand or liquidation items, drugs, marijuana edibles or drug paraphernalia, fireworks. Politics and religion are deemed unfitting.
8. If selling ANY jewelry, your application must state the % of jewelry out of all goods to be sold. You may be requested to provide photos.
9. Food vendors must abide by all current VIHA regulations and must provide one of the following: a VIHA permit with current decal; a Temporary Market approval letter; or a PH test result. Proof of certification is required to advertise food as “organic”.
10. Standard tent sites are individually identified by a number marked to the curb. They are measured to fit a 10' long x 10' deep tent. Any larger tents must be pre-approved prior to arrival with your Market Coordinator.
11. Vendors are NOT permitted to change assigned sites without permission from the Market Coordinator. Requests for site location will be not accepted or guaranteed under any circumstances due to the number of vendors and possible changes to Market layout.
12. We reserve the right to reassign sites and relocate vendors as deemed necessary.

### **REFUND AND CANCELLATION POLICIES**

1. If you must cancel your paid registration prior to the start of the market, notify us promptly. Refunds will be issued up to May 31st, 2023 ONLY. The standard refund is the amount paid, less a \$35.00 administration fee.
2. The market is a RAIN or SHINE event. NO refunds or discounts will be given for abnormal weather conditions. It is the Vendor's responsibility to arrive protected and prepared.
3. Once the market begins, the Market Coordinator must be notified a minimum of 30 hours prior (by Monday noon) to cancel an upcoming date, by email to sales@parksvillechamber.com
4. Full Season vendors are allowed to miss 3 of the 12 market dates with proper cancellation notice. For every market missed over 3, a \$35 fee will be imposed. If as many as 6 markets are missed, you may be removed from the Market or relocated to an alternative site.
5. **Cancellation fees must be paid promptly.**
6. **Drop-in vendors will not be able to pre book or pre-pay for their spot. Market spaces for drops ins are approved based on availability. Vendor sites may not be requested or guaranteed.**

### SET-UP/TAKE-DOWN POLICIES

1. Unless advised otherwise, vendors are not to arrive for set-up earlier than 5.00pm.
2. For unloading, you must obey all traffic laws and road signs posted. Park legally to unload near your site, ensuring you are not blocking traffic or pedestrians on Craig Street or side roads.
3. **ABSOLUTELY NO EARLY TAKEDOWNS PERMITTED.** Safety, and market integrity, are imperative and are jeopardized when vendors pack up and leave early, and/or drive through the market zone before closing time. At the close of the market, first pack up your tent and belongings before going to get your vehicle, allowing 10-15 minutes after close for visitors to leave the market zone and fellow vendors to begin their pack up.

### GENERAL POLICIES

1. Only market organizers have the discretion to close the market early or cancel it completely.
2. Vendors are expected to be respectful and considerate of all others in the market, at all times. Any vendor acting in an unsafe or disrespectful manner will be at risk of being banned from the market.
3. Vendors must provide their own tents, tables, chairs, power (quiet generators only), etc. Tents are optional but anchored tents with attachable walls are recommended for shelter from extreme weather conditions.
4. Vendors must keep all belongings within their site boundaries. Signs and belongings are not to block pedestrian traffic, or block the view of your neighbors' displays.
5. PARKING is strictly regulated and vendors are asked to comply with restrictions at all times.
6. Vendors are responsible for the cleanliness of their sites and must remove all waste and litter.
7. Food vendors: A) Appropriate sized litter and recycle bins must be made accessible to the public and will be strictly enforced. B) Dumping of waste or leaking of toxic fluids will not be tolerated.
8. Vendors must carry their own liability insurance. The Parksville & District Chamber of Commerce, its staff, and its volunteers will NOT be responsible for injury to vendors, or damage/theft of vendors' property during any part of the Summer by the Sea Street Market event.
9. The market is a non-smoking area for vendors. 10 meters from the Market Zone is a required minimum.
10. Any vendor intending on using a generator for power at the market must advise the Market Coordinator. Only low noise impact generators will be accepted.
11. We reserve the right to refuse or evict any vendor that does not comply with all of the terms and conditions of the Vendor Rental Agreement.

I have read and understand and will comply with the above Vendor Rental Agreement

Vendor Full Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_ Shade preferred? Y/N \_\_\_\_\_

Business Name: \_\_\_\_\_ Date of signing: \_\_\_\_\_