



Bolton Summer Market Registration Package 2022 SEASON

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Bolton Summer Market

About us

The Bolton Summer Market is operated by the Bolton Business Improvement Area (BIA), for the purpose of providing local homemade art and handicrafts to visitors and residents of Caledon. The Bolton Market has been in operation since 2009. The Market will run on the following dates from June to August 2022

Date and Time

Opening Day: June 11th, 2022

Other weeks: June 18th, July 9th, July 16th, August 20th & August 27th

Day: Saturday

Time of Market: 9:00 a.m. to 1:00 p.m.

The Bolton BIA and all participants will comply with the COVID-19 Public Safety Protocols and the requirements of the Peel Health Unit as updated from time to time, which are incorporated as part of the Rules and Regulations of the Market.

The Market – Rules and Regulations

Location of Market

The Bolton Summer Market will operate in the lower parking lot of The Royal Courtyards on King St. 18 King St E., Bolton, ON L7E 1E8.

Ample parking, exposure/visibility, and accessibility complement the Market.

Requirements for Participation

In order for the Applicant to participate in the Market, the included registration form and agreement must be completed and submitted to the Bolton BIA, the Market Manager must have approved the Applicant's participation and space allocation, in accordance with this Agreement. Incomplete applications will not be accepted. Vendors must read and acknowledge compliance with Public Safety Protocols (COVID-19) See Appendix A.

Cancellation

If the Applicant registers and is unable to attend the Market permanently for the rest of the season because of illness or dissolution of business or shortage of product/produce due to disease or environmental conditions, the Market Manager is to be advised immediately.

Eligibility

NOTE: Throughout this document, "Market Manager" refers to either the Market Manager or his/her designate.

- **Qualified Artisan/Craftsperson** – Either artists or persons who make crafts and who will sell products that are self-produced and can easily be identified as handicrafts.
- **Qualified Community Groups** – Only non-profit groups fundraising for their own organizations.
- **Other** – Other situations, not conforming to the above criteria, for which people have received individual consideration and approval by the Market Manager.

Space & Booth

- The location, size and allocation of space will be based on an appropriate product mix, and shall be at the discretion of the Market Manager.
- The Applicant acknowledges that the Bolton BIA will retain control over the appearance of the space and the booth that is erected by the Applicant. The Applicant agrees to make every reasonable attempt to make his/her stall, canopy and products as aesthetically pleasing as possible. The Table and Canopy to be supplied by the Vendor.
- The Applicant agrees that the Bolton BIA is in no way responsible for providing any items or equipment in connection with the Market.
- The Applicant shall contain himself/herself, his/her product displays and solicitation within their allocated space.
- The Applicant must display their business location prominently at their booth and any information, contact information, registration number as required.
- The Applicant agrees to maintain his/her allocated space in a clean, orderly and safe fashion, and keep it free of garbage and debris, during the operating hours of the market and before leaving at the close of the Market. Vendors must keep their own refuse in a suitable container at their stall and remove the refuse when they leave. General garbage containers are for the use of the customers only.
- The Applicant agrees to erect and maintain his/her stall and space in a safe and secure manner. The safety of the Applicant's space and stall is the responsibility of the Applicant. Please note that as a security measure all canopies must be anchored to the ground or secured with weights at all times.
- The Applicant acknowledges that one of the factors in determining whether he/she may rent a space at the market depends on availability.
- The Bolton BIA shall have the right to limit the scope and nature of the activities that are carried on at the Market, particularly with respect to community groups and musicians.

Market Attendance & Timing

- The Market will be open to the public from 9:00 a.m. to 1:00 p.m. with 90 minutes

- before opening (7:30 a.m.) for set-up and an hour after closing (2:00 p.m.) for teardown;
- Seasonal Applicant will make every effort to come out to all Six markets in order to provide consistency for the customers attending the market;
 - The Applicant agrees to have their booth set-up and product ready to sell by the opening of the Market at 9:00 a.m.;
 - No Applicant is to leave the market prior to 1:00 p.m., unless an agreement is made with the Market Manager. Only under extenuating circumstances will this be allowed. This is a safety issue and is required to be followed to reduce any risk of injury to persons attending the market. The Applicant agrees to leave the Market by 2:00 p.m.;
 - The Applicant agrees to keep his/her stall open for the entire time between the hours of 9:00 a.m. and 1:00 p.m. unless otherwise requested by the Market Manager.
 - If the Applicant is unable to attend a market day, as planned, he/she must notify the Market Manager by 4:30 p.m. on the Friday before the Market day.
 - If the Applicant is unable to attend a market day in the event of an emergency (e.g. vehicle breaking down) he/she must notify the Market Manager or Market Staff on site as soon as he/she is safely able to do so.

Vendor Roster Publication

The Bolton Summer Market supports an open policy in regards to publishing the Vendor roster. The roster is posted on the Bolton BIA Bolton Summer Market Website with business names, contact information and product listings. The roster will be promoted on all Marketing channels used by the Bolton Summer Market, including (but not limited to) Facebook, Instagram, Twitter, Newspapers and Signage.

Photography and Video

The Bolton BIA reserves the right to photograph, or have photographed, or video or have videoed any items or space or booth or person in connection with the Market, and to use any such photographs or video footage for Bolton BIA related purposes in the future.

Signage

Price cards must be displayed for all products and must include price of the product and whatever is applicable for the products (variety, product name, etc.) and such signs shall be

clearly visible to the buyers.

Markings on the retail display signs should be:

- Easy to read
- Of a permanent nature
- Of a size reasonable in proportion to the retail display signs
- At least one-quarter inch (1/4") in height

Insurance

The Applicant acknowledges and agrees that the Bolton BIA will not be responsible for any injury incurred by a person or persons, vehicle, equipment or otherwise on the site of the Market.

The Applicant agrees to indemnify and hold harmless and defend the Bolton BIA, its elected board members and any other person for whom it is in law responsible, from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind which may be brought against it, and from and against any and all losses, costs, damages, or expenses (and shall pay for all of the Bolton BIA's reasonable legal fees) suffered or incurred by the Bolton BIA (the "Claims and Losses"), howsoever caused, including by reason of any damage to property, delay, or injury (including injury resulting in death) to any person, in any way connected with this registration form and agreement or the participation of the Applicant (or those for whom it is in law responsible) in the Market, or arising from any breach of or non-performance by the Applicant (or those for whom it is in law responsible) of any provision of this Agreement, unless such Claims or Losses are caused directly by the negligence or willful misconduct on behalf of the Bolton BIA. This indemnity shall survive the term of the 2022 Bolton Summer Market.

Lost, Damaged or Stolen Goods

The Applicant acknowledges and agrees that the Bolton BIA shall in no way be responsible for the loss, theft or damage to any goods or equipment (or claims related thereto) belonging to the Applicant in the space during the Market.

Selling at the Market

- The Applicant agrees to comply with all statutes, by-laws and orders, and other laws respecting the production, distribution, labeling, safety and sale of their products. Compliance with both Provincial and Federal Sales Tax regulations is the responsibility of the individual Vendor. The Applicant must comply with the requirements set by the Canadian Food Inspection Agency and local Health Units (labeling produce by type, quantity and price, cooling, sanitation, etc.).
- The Applicant agrees that he/she is responsible for obtaining all necessary permits, approvals, licenses, et cetera, required for the Applicant's sale of goods.

- Price cards must be displayed for all products and must include price of the product and whatever is applicable for the products (e.g. variety, product name, etc.) and such sign shall be clearly visible to the buyers.

Conduct

The Applicant, and all people associated with him/her, shall conduct themselves in an orderly fashion. The Applicant agrees that the Market Manager is permitted to remove any participant in the Market, including the Applicant, from the Market if, in the Market Manager's opinion, the Applicant, or any people associated with him/her behaves in a manner unsatisfactory to the staff member or that may in any way conflict with the image of the Market or the Bolton BIA or that is a threat to the health and safety of others.

No Smoking

The Applicant agrees that there shall be no smoking whatsoever in the spaces or booths.

Applicant Responsible for Others

The Applicant acknowledges and agrees that he/she shall be responsible for explaining all of the rules and terms herein to all those participating in the market along with the Applicant, and shall be responsible for the conduct and safety of anyone he/she invites to participate or visits with him/her during the market.

General

- **Prohibition on Assignment** – The Applicant agrees that he/she may not assign this agreement nor any rights or obligations hereunder to anyone, or sublet the space allocated, without the prior written consent of the Bolton BIA, which consent may be unreasonably withheld.
- **Entire Agreement** – This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties or other agreements, whether oral or written, between the parties in connection with the subject matter of this agreement except as specifically set out in this agreement.
- **Matters not addressed in agreement** – The Market Manager shall have the right to deal with matters not addressed in this agreement at his/her discretion.
- **Amendments** – The Applicant acknowledges that any amendment, supplement, or modification of this agreement by the Applicant will not be accepted.
- **Compliance with laws** – The parties shall promptly observe and comply with all laws now or hereafter in force, which pertain to or affect the use of the Town lands.

- **Waiver** – No waiver of any provision of this agreement by the Bolton BIA shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No forbearance by any party to seek a remedy for any breach by any other party of any provision of this agreement shall constitute a waiver of any rights or remedies with respect to any subsequent breach.
- **Applicable law** – This agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario and shall be treated in all respects as an Ontario contract.
- **Currency** – Unless otherwise indicated, all dollar amounts referred to in this agreement are in lawful Canadian funds.
- **Invalidity** – If any provision of this agreement or any part of any provision of this agreement is held to be invalid, illegal or unenforceable by court of competent jurisdiction, such provision or part shall not affect the validity, legality or enforceability of any other provision of this agreement or the balance of any provision of this agreement absent such part and such invalid, illegal or unenforceable provision or part shall be deemed to be severed from this agreement and this agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision or part had not been included in this agreement at the time it had become invalid, illegal or unenforceable.
- **Binding effect** – This agreement shall ensure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.
- **Signing Authority** – If this agreement is signed by the Applicant in the name of a corporation, partnership, business, association, club or society, the person or person, signing represents and warrants that, in the case of a corporation, the corporation is a corporation in good standing and duly organized under the laws of Ontario, and in any case, that she/he has full authority to sign this agreement and to bind such organization, and that in the event she/he is not so authorized, (or if she/he is signing as an individual) she/he will be personally liable for the faithful and full performance of this agreement.

Compliance with Agreement

The Applicant agrees that should he/she (or any of his/her invitees) not comply with any of the conditions of this Agreement, or Bolton BIA staff has reason to believe that he/she is not complying, consequences for such breach or infraction shall be at the sole discretion of the Market Manager, and such consequences may involve immediate termination of this agreement and the prohibition of the Applicant from participating in the market, or any market in the future.

Management

The Applicant acknowledges that the Market is managed and operated by the Bolton BIA. The Applicant agrees to abide by the rules made by the BIA and that the BIA may take

actions and make rules at any time, particularly to ensure the safety and integrity of the Market.

Management Contact Information:

Bolton Summer Market Manager
Bolton Business Improvement Area
P.O. Box 887
Bolton, Ontario
L7E 5T5
Phone: 905-857-2820
Email: marketmanager@downtownbolton.ca

2022 Season Rates

For the 2022 Season the Bolton BIA is pleased to offer spaces up to 20 feet to new and returning vendors at no charge, subject to compliance with Market Rules and with COVID-19 protocols, as applicable.

Preference is given to vendors who commit for the entire season, but daily spaces are also offered subject to availability.

**Community Group/Entertainer Rates
(Registration Required)**

Community Group

- **No Charge**
- Limited to one (1) 10' x 10' space, pursuant to availability

2022 Registration Form

Please check off the appropriate box (only one):

Community Group

Producer

Artisan/Craftsperson

Entertainer

Business Name: _____

Contact Person: _____

Street and No: _____

Address Line 2: _____

City: _____

Postal Code: _____

Business Phone: _____

Home Phone/Cell: _____

Email Address: _____

Website Address: _____

Start Date: _____

End Date: _____

Farm Registration # or OFA # (if applicable) _____

Organic Growers Registration #(if applicable) _____

I wish to rent (#) _____ stall(s) on a seasonal basis

I wish to rent (#) _____ stall(s) on a daily basis for the following dates _____
_____(dates are pending availability, to be confirmed by the Market Manager)

* Limited to a 10' x 10' or up to a 10' x 20' space based on the Market Manager's discretion

** Limited to one (1) 10' x 10' space

A copy of the Registration Form and Agreement must be received at least one week prior to the desired market date(s).

Return to Bolton Business Improvement Area

Mailing Address: P.O. Box 887
Bolton, Ontario
L7E 5T5
Or marketmanager@downtownbolton.ca

By signing this form, you agree that you have read, understood and accept all the rules and Regulations including the Public Safety Protocol re; COVID- 19; and you agree to comply with them.

In consideration for the Bolton BIA's permission for me to participate in the Bolton Summer Market, I agree that I have read the above agreement carefully and understand, accept and agree to all of its terms.

Signed this _____ day of _____, 2022
(day) (month)

Signature of Applicant

Print name of Applicant

This application will not be considered unless the attached agreement has been read, dated and signed by the Applicant.