

THIS AGREEMENT made this as of this _____ day of _____ 2024

BETWEEN:

THE CORPORATION OF THE TOWN OF WHITBY

(hereinafter called "the Town")

OF THE FIRST PART,

- and -

DURHAM REGION FARMERS' MARKET ASSOCIATION

(hereinafter called "the Association")

OF THE SECOND PART.

WHEREAS the Town is the registered owner of the Whitby Public Library – Central Branch, municipally known as 405 Dundas Street West, Whitby, Ontario and Municipal Parking Lot 9, municipally known as 3 Vipond Road, Whitby, Ontario, and as more particularly described in Schedule "A" attached hereto ("the Premises");

AND WHEREAS the Association wishes to use a portion of the Premises as set out on Schedule "B" and Schedule "C" attached hereto, and more particularly described below, to operate a Farmers' Market (the "Market");

NOW, THEREFORE in consideration of the covenants and agreements herein contained and hereby assumed, the parties for themselves and their respective successors and assigns do hereby covenant and agree with one another as follows:

SECTION 1 - USE OF PREMISES

1.1 The Town hereby grants to the Association, permission to use a portion of the Premises, further defined herein, for the purpose of the Market and for no other purpose whatsoever.

1.2 Celebration Square Location: The Association shall be permitted to use the space at the front of the Whitby Public Library – Central Branch ("Celebration Square"), situated in front of the library between Henry Street and King Street, and fronting onto Dundas Street West, as outlined in red on the sketch attached hereto as Schedule "B". Celebration Square has been booked by staff through the Town's permitting system to the Association.

1.3 Municipal Parking Lot 9 Location: The Association shall be permitted to use Municipal Parking Lot 9 ("Lot 9") fronting onto the south side of Vipond Road, and the intersection of Vipond Road, Campbell Street and Price Street, with the exception of 14 parking spaces, and 4 accessible parking spaces, at the south end of Lot 9 and as outlined in red on the sketch attached hereto as Schedule "C".

1.4 The Market operating hours shall be between 9:00 am and 3:00 pm on Wednesdays in Celebration Square, commencing on the first Wednesday in May and ending on the last Wednesday in October. The Market operating hours shall be between 9:00 am and 2:00 pm on Saturdays in Lot 9, beginning on the first Saturday in June and ending on the last Saturday of October ("Market Days").

1.5 The loading and unloading for the Market shall take place on Market Days. Loading shall commence no earlier than 6:00 am on Market Days. Unloading shall be completed no later than 4:30 pm on Market Days. Access to the Premises shall only be allowed on Wednesdays at Celebration Square and Saturdays at Lot 9.

1.6 Access may be provided for any other special occasion event operated by the Association, provided that the Town provides consent in writing, in advance of any special occasion event. The Town may withhold or delay its consent for any special occasion event in its sole and unfettered discretion, shall not be required to give reasons for withholding or delaying its consent, and any decision by the Town to withhold consent for a special occasion event shall be final.

1.7 The Association shall not exceed a maximum of 35 vendor spaces at each location. Each vendor space shall be a square space measuring 10-feet by 10-feet. The maximum vendor spaces and layout are outlined on Schedules "B" and "C" attached.

1.8 The Association shall be allowed use of the public washrooms on the main floor of the Whitby Public Library – Central Branch from no earlier than 8:00 am to 4:00 pm on Celebration Square Market Days and the public washrooms at the Brooklin Community Centre and Library from 8:00 am to 4:00 pm on Lot 9 Market Days.

1.9 The Association's vendors, if required, may use the Vendors Unloading area on King Street as set out on the sketch attached hereto as Schedule "B" for loading and unloading vending materials only prior to and after operating hours. The Association shall implement an operational schedule which details each individual vendor's loading and unloading times during each season. The Association shall provide each vendor with the operational schedule and ensure that each vendor is loading and unloading in accordance with the operational schedule. The operational schedule shall adhere to the Whitby Farmers' Market Code of Conduct attached as Schedule "E".

1.10 The Association's vendors will be provided free parking in municipal parking lots on Wednesdays during their season set out in Section 1.1. Vendors will be provided with a permit which is to be presented and displayed while parking during Market Days. In order to obtain a permit to park during Market Days, vendors shall provide the Town

with the make, model, year and license plate number of the vehicle which will be parked. Only the vehicle to which the permit is issued will be permitted to use free parking on Market Days. In the event that a different vehicle will be parked, the vendor shall provide the Town with the make, model, year and license plate number of the new vehicle to be parked as well as the previously issued permit. Vendors will not be permitted to have more than one permit at any one time.

1.11 The vendors will endeavour to use alternative municipal parking lots located in Downtown Whitby to alleviate congestion and free up parking to accommodate patrons using Parking Lot 7 adjacent to the Whitby Public Library. Vendors are required to provide a licence plate for entry into the parking system, and clearly display a permit. Parking is not guaranteed and is subject to availability.

1.12 The Association shall be allowed use of a portion of Parking Lot 9 on the Premises (“designated area”) between Vipond Road and Cassels Road as set out on the Schedule “C”. Parking Lot 9 has been booked by staff through the Town’s permitting system to the Association.

1.13 The Town, at its discretion, shall also provide a portable washroom and hand washing station to be located at Municipal Parking lot 9 for use on Market Days only. The Town will arrange the weekly maintenance of these facilities. The Association will be responsible to open, lock and secure the facilities at the end of each market day

SECTION 2 - TERM

2.1 The term of this Agreement shall be for three (3) years, commencing on the 1st day of May 2024 and ending on the 30th day of April 30, 2027 (the “Term”).

SECTION 3 - FEE

3.1 The Association shall pay to the Town the sum of One Dollar (\$1.00) of lawful money of Canada payable in advance.

3.2 The Association shall pay any taxes, rates, fees or assessments of every description, and licenses, which may be charged or imposed, during the Term hereof, as a result of the Association's use of the property.

SECTION 4 - ASSOCIATION COVENANTS

4.1 The Association shall be responsible for the removal of any and all garbage accumulated on Market Day. All items inside or outside of the Premises shall be removed at the end of any Market Day. The Town shall not be held responsible for items left after Market Day and may dispose of same in any manner whatsoever. The Association shall keep the area of the Premises used by it in a clean and tidy condition.

4.2 The Association shall be responsible to identify, assess and mitigate any hazards, to minimize potential injury or harm to vendors and/or attendees (i.e. tripping hazards, secure and stable shelters, loading area vehicular traffic movement).

SECTION 5 - ASSIGNMENT

5.1 The Association shall not assign, sublet, or licence the Premises without the consent of the Town, which consent may be unreasonably withheld or delayed and the Town shall not be required to give any reason therefore.

SECTION 6 - TERMINATION

6.1 It is hereby agreed and understood that the Association or the Town may terminate this Agreement at any time, for any reason whatsoever and without the need to give any reason therefore, by giving sixty (60) days prior written notice to the address as set out in Section 14 herein. The Town reserves the right to terminate this Agreement at any time, without notice, should the Association not adhere to the terms and conditions as set out in this Agreement.

SECTION 7 - DAMAGE TO PREMISES

7.1 The Association shall ensure no damage is done to the Premises on Market Day and the Association shall immediately give notice to the Town of any damage that occurs to the Premises from any cause.

SECTION 8 - APPLICABLE LAWS

8.1 The Association hereby covenants and agrees to use the Premises and operate the Market in accordance with all federal, provincial, and municipal laws, orders-in-council, by-laws and any regulation of any governing agency having jurisdiction.

8.2 Any goods offered for sale at the Market shall conform to, be displayed, and stored, in accordance with all federal, provincial, and municipal laws, regulations, orders-in-council, by-laws or any regulation of any government agency having jurisdiction.

8.3 The Association hereby agrees to ensure that vendors follow the terms and conditions as set out in the vendor application, as updated yearly to reflect the appropriate Market Days, the Rules and Regulations of the Market, attached as Schedule "D" to this Agreement, and the Code of Conduct attached as Schedule "E" to this Agreement. Any concerns regarding the Code of Conduct raised by vendors and any corrective measures required as a result of non-compliance with the Code of Conduct shall be managed and administered by the Association.

8.4 The Town reserves the right to restrict the sale of any item.

SECTION 9 - INSURANCE

9.1 The Association shall provide and maintain during the term of this Agreement Commercial General Liability insurance acceptable to the Town and subject to limits of not less than \$5,000,000.00 inclusive per occurrence for bodily injury, property damage, personal injury, contractual liability, owner's and contractor's protective coverage, contingent employer's liability, cross liability and severability of interest clause, products and completed operations and non-owned automobile liability.

9.2 The Commercial General Liability insurance policy shall be in the name of the Association and shall name the Town as an additional insured and be written with an insurance company licensed to write in Canada.

9.3 Such policies of insurance shall contain an endorsement to provide the Town with thirty (30) days written notice of cancellation.

9.4 Evidence of insurance to be completed on the Town's certificate of insurance form, attached as Schedule "F" hereto, prior to the execution of the Agreement and during the term of the Agreement as requested. If requested by the Town, certified copies of the above referenced policy must be provided.

9.5 This Section does not relieve the Association from liability arising from or contributing to by its negligence or its misconduct nor is any insurable interest conferred upon the Association under any insurance policy carried by the Town, and the Association has no right to receive proceeds from any of those policies.

9.6 The Association shall promptly comply with all requirements (provided that they are reasonable and not inconsistent with the Association's rights under this Agreement) of the Town's insurance underwriters regarding use and occupancy of the Premises, and the Association shall not do or omit to do, or permit to be done or omitted anything that shall cause any insurance premium with respect to the Premises or any part thereof to be so increased or cause any policy of insurance to be cancelled. If any insurance premium shall be so increased for such a cause the Association shall pay to the Town forthwith upon demand the amount of such increase. If any Insurer threatens to cancel, cancels or refuses to renew any insurance policy carried by the Town by reason of the use or occupancy of the Premises by the Association for reasons not permitted by this Agreement, the Association shall forthwith rectify or remedy such situation within the time limit required by the Insurer upon being requested to do so in writing by the Town, and if the Association shall fail to do so the Town may at its option, without prejudice to any other rights it may have, terminate this Agreement by notice to the Association.

9.7 The Town shall not be liable for death or injury of any nature whatsoever that may be sustained by the Association or any vendor, employee, agent or customer of the Association or any other person for whom the Association is at law responsible arising from any occurrence in, upon, at or relating to the Premises and the Association shall indemnify, defend and save harmless the Town from any costs, claims and damages

arising. Without limiting the generality of the foregoing, the Town shall not be liable for any damage or damages of any nature whatsoever to persons or property on the Premises the Association, the vendors, any occupant, or person in the Premises and for whom the Association is at law responsible.

SECTION 10 - INDEMNIFICATION

10.1 The Association shall indemnify, defend and save harmless the Town, its elected and appointed officials, employees and agents, from and against all losses, claims, damages, actions, causes of action, costs or expenses (including but not limited to legal fees, disbursements and taxes on a solicitor client basis) that the Town may sustain, incur, suffer by reason of or arising from or out of this Agreement, or any occurrence in, upon or at the Premises, or the occupancy or use by the Association or any of its invitees of the Premises, or any part thereof, including any breach, violation or non-performance by the Association, of any covenant, term or provisions of this Agreement, or by reason of any injury or death resulting from, occasioned to or suffered by any person or persons or any Premises by reason of any act, neglect or default on the part of the Association or any of its agents, employees, invitees, vendors, or volunteers.

SECTION 11 - SIGNAGE

11.1 All signage shall be confined to and located on the Premises and shall not be erected without the prior consent of the Town.

11.2 The Town, at its discretion, will provide 2 Curbex signs and social media promotion of the Market throughout the season.

11.3 The Town, at its discretion, will provide directional and parking signs as applicable. The Association is responsible for placing the signage in locations before and collecting following each market day.

11.4 The Town, will provide access to the wall of the Whitby Public Library for installation of a large banner, at the Association's cost to install, subject to the Banner Procedure

SECTION 12 - ALTERATIONS

12.1 The Association agrees not to make alterations in, or additions or improvements to the Premises including grading or drainage of the property, without the Town's prior written consent, such consent may be denied in the sole and unfettered discretion of the Town.

SECTION 14 - NOTICE

14.1 Any notice required by this Agreement shall be made in writing and shall be considered given or made on the day of delivery if delivered before 5:00 pm by email, facsimile or by personal delivery, or three (3) business days after the day of delivery if sent by prepaid registered mail addressed as follows:

The Corporation of the Town of Whitby
575 Rossland Road East
Whitby, Ontario L1N 2M8
Facsimile: 905-668-7812

Durham Region
Farmers' Market Association
100 Walnut Street West
Whitby, Ontario, L1N 2V9

Attention: Chris Harris
Director, Legislative Services/Town Clerk
Email: Clerk@whitby.ca

Attention: Sara Demoe
Market "Association" Manager
Email: whitbyfarmersmarket@gmail.com

SECTION 15 - MISCELLANEOUS

16.1 Entire Agreement: This Agreement contains the entire Agreement between the parties hereto with respect to the Premises and there are no prior representations, either oral or written, between them other than those set forth in this Agreement. This Agreement supersedes and revokes all previous negotiations, arrangements, options, representations and information conveyed whether written oral or written.

16.2 Amendments: No alteration, amendment, change or addition to this Agreement shall bind the Town or the Association unless such alteration, amendment, change or addition is in writing and signed by the Town and the Association, or unless otherwise provided for in this Agreement.

16.3 No Partnership: Nothing in this Agreement shall create or be construed to create an agency, partnership or joint venture between the Association and the Town.

16.4 Registration: The Association shall not, at any time, register notice of, or a copy of this Agreement on title to the Locations.

16.5 Successors and Assigns: The rights and liabilities of the parties shall ensure to the benefit of their respective heirs, executors, administrators, successors, and assigns, subject to any requirement for consent by the Town pursuant to this Agreement.

16.6 Waiver: The failure of either party at any time to require performance of any provision shall not affect the right to require performance at any other time, nor shall the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of the provision itself.

16.7 Interpretation: If any provision of this Agreement is declared illegal, void or unenforceable for any reasons, such provision shall be severed from the balance of this Agreement and the remaining provisions hereof shall continue in full force and effect.

16.8 Force Majeure: If and to the extent that either the Town or the Association shall *bona fide* be prevented, delayed or restricted in the fulfillment of any obligation hereunder, other than with regard to any moneys due, as a consequence of any cause beyond the control of the party affected thereby that prevents the performance by such party of any obligation hereunder and not caused by its default and not avoidable by the exercise of reasonable effort including, without limitation, strikes, labour disturbances, civil disturbance, acts, orders, legislation, regulations or directives of any government or public authority, acts of a public enemy, war, riot, sabotage, earthquake, fire, storm, hurricane, flood, explosion or act of God, it shall be deemed not to be a default in the performance of such obligation and any period for the performance of such obligation shall be extended accordingly and the other party to this Agreement shall not be entitled to compensation for any inconvenience, nuisance or discomfort thereby occasioned. The provisions of this Section, however, shall not operate to excuse any party from the prompt payment of amounts owing hereunder.

16.9 Governing Law: This Agreement shall be governed and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

16.10 Counterparts: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. If the signature is delivered by facsimile transmission or by email delivery of a scanned data file (Adobe PDF or otherwise), such signature shall create a valid and binding obligation on the party executing the Lease with the same force and effect as if the facsimile or scanned data file (Adobe PDF or otherwise) were an original thereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS of the foregoing covenants the Town and Association have executed this Agreement.

SIGNED, SEALED AND DELIVERED

DURHAM REGION FARMERS' MARKET ASSOCIATION

Per: _____

**Sara Demoe, Manager
Durham Region Farmers' Market Association
"Association"**

//We have authority to bind the "Association"

THE CORPORATION OF THE TOWN OF WHITBY

Per: _____

Mayor – Elizabeth Roy

Per: _____

Town Clerk – Christopher Harris

//We have authority to bind the Corporation

Schedule "A"

Legal Description ("the Premises")

Celebration Square:

Lots 1, 2, 3, and 4, 1st Double Range, Plan H50032, Whitby, except Parts 25 and 31, Plan 40R-508; Lots 17, 18, 19, and 20, 1st Double Range, Plan H50032, Whitby, except Part 1, Plan 40R828 and Part 31, Plan 40R-508, Town of Whitby, Regional Municipality of Durham

Being all of PIN 26502-0009 (LT)

Municipal Parking Lot 9:

Part Prince Street Plan H50052, as closed by CO124625; Part South ½ Lot 24, Concession 6, as in CO193234; Town of Whitby, Regional Municipality of Durham

Being all of PIN 26573-0148 (LT)

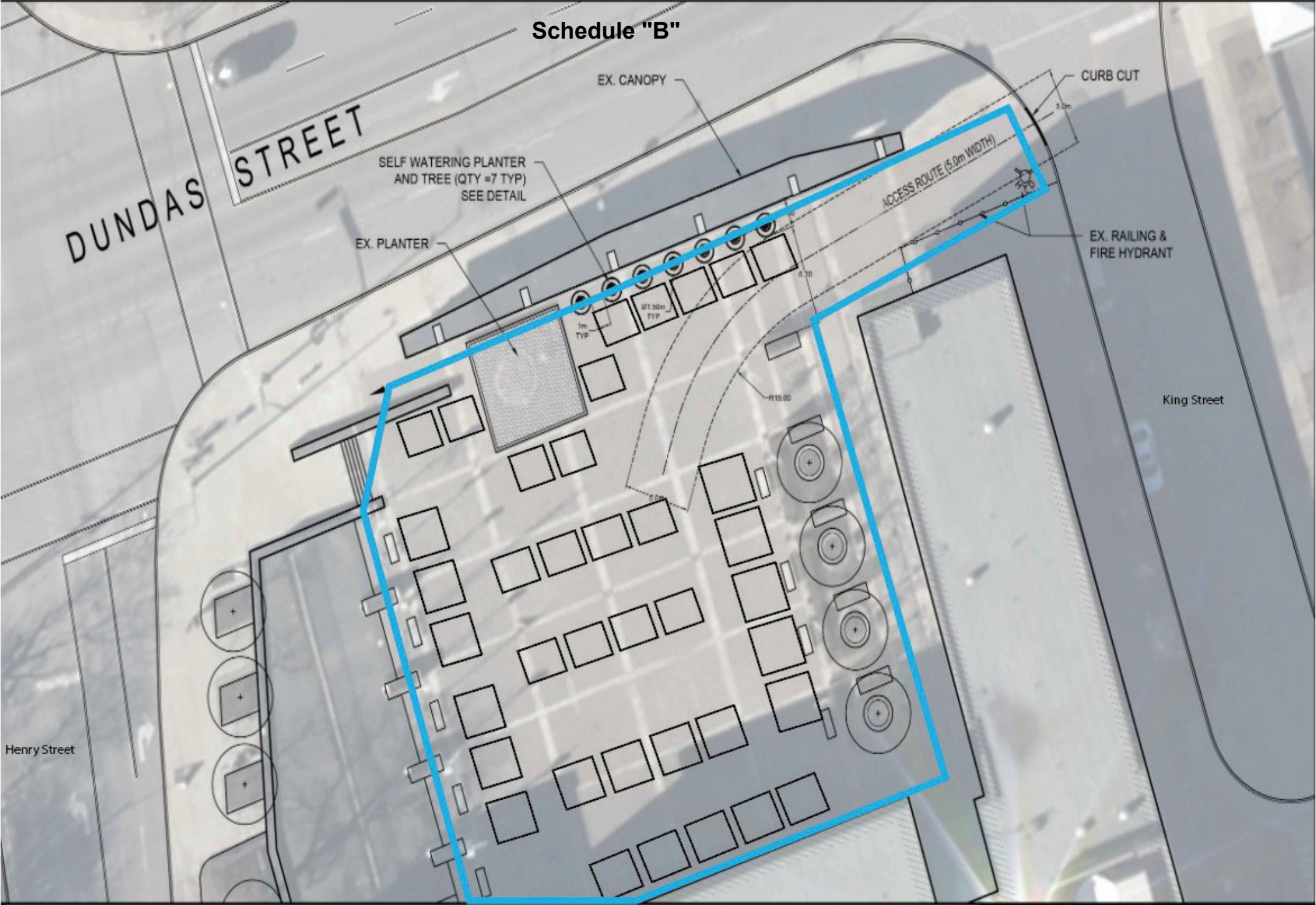
Part Lot 80, Plan H50052, Part 1 on Plan 40R-22512; Town of Whitby, Regional Municipality of Durham

Being all of PIN 26573-0215 (LT)

Part South ½ Lot 24, Concession 6, Parts 1 & 3, Plan 40R-24504; subject to an Easement Over Part 1, Plan 40R-24504, in favour of Part Lot 24, Concession 6, Part 2, Plan 40R-24504, as in DR693629, Town of Whitby, Regional Municipality of Durham

Being all of PIN 26573-0223 (LT)

Schedule "B"



-  Designated Area
-  10x 10 Booth Space

Durham Region Farmers' Market Association Site Plan
Celebration Square, 405 Dundas Street West, Whitby



DRAWN BY: TOW	DATE: February 13, 2024
	SCALE: 1:250
DRAWING TITLE: CELEBRATION SQUARE	DWG #: L-1

Schedule "C"








Vipond Rd

Price St

12.8m

Total Area:
3097.1m²

141.9m

-  Large Capacity Hand Wash Station
-  Portable Washrooms - Accessible (2)
-  Accessible Parking
-  Farmers Market Vendor Booths
10 x 10
-  Baracades - no entry

Cassels Rd W

9.2m

Business
Parking

Baldwin St

Schedule "D"



Durham Region Farmers' Market Association

Brooklin Farmers' Market

VENDOR APPLICATION – 2024 Market Season

June 8th – October 12th ~ Saturdays 9am – 2pm

whitbyfarmersmarket.ca

Entire application must be completed for approval.

Vendor Name: _____

Business Name: _____

Address: _____

City & Postal Code: _____

Phone Number: _____ Cell Number: _____

Email Address: _____

Category(s) of Product(s) to be marketed: Farmer – Grower – Producer – Baker – Crafter – Reseller

What Percentage of your product(s) do you produce personally? (Please be accurate) : _____ %

NOTE: Market Rules & Regulations require all vendors to produce a minimum of 70% of products for sale and all other items for sale **MUST** be Canadian Grown/Produced

Will you be selling prepared foods? **YES** **NO** Circle one

NOTE: **ALL Prepared Food Vendors are required to complete the "Food Vendors Application Form" found on our website** . Upon approval by the Health Department a copy of the approved form is required to be submitted with your vendor application.

Product(s) to be marketed:

Describe in detail – all items found for sale at market and not pre-approved will have to be **removed immediately** .

In the space below, please submit a brief biography of yourself , the history of your business AND any links to social media or websites you have. This will assist the Board of Directors and Market Manager in assessment/approval of this application.

All vendors are required to supply their own 10'x10' tent with appropriate weights, along with their own tables and display items.

MARKET SCHEDULE

JUNE	JULY	AUGUST	SEPTEMBER	OCTOBER
8	6	3	7	5
15	*	10	14	12
22	20	17	21	
29	27	24	28	
		31		

Will your attendance be for the full season? **YES** **NO**
 If NO, which dates do you wish to attend? (Circle dates on schedule above)

Check this box to indicate you have read and agree to the Farmers' Market Code of Conduct & Rules & Regulations .

ANNUAL NON -REFUNDABLE MEMBERSHIP FEE(All non-seasonal vendors) - **\$20**

All fees due upon approval of application

Seasonal Stall Fee - \$ 330.00 single (10'X10')
 Additional stall(s) - \$ 125.00 each (Maximum 2 additional stalls)
 \$ 330.00 + (___ X \$ 125.00) = \$ _____
 Pop-up Fee- \$ 30.00 single per day
 4 Week Fee - \$ 100.00 single

PLEASE CIRCLE THE CHOICE IN THE ABOVE LIST WHICH PERTAINS TO YOU

I, _____, have read and agree to comply with the current Farmers' Market Code of Conduct & Rules & Regulations and to abide the By -Laws of the Association. I understand that failing to comply with these automatically forfeits my rights to sell any product at the Whitby Farmers' Market. I acknowledge that the Durham Region Farmers' Market Association and the Town of Whitby shall not be held responsible for any damages of theft associated with the rental of the stall space.

Vendor Signature: _____ Date: _____
 Market Official Signature: _____ Date: _____

Completed applications and any questions regarding this application and can be directed to:

whitbyfarmersmarket@gmail.com

Sara Demoe – Market Manager
 100 Walnut St W.
 Whitby, ON L1N 2V9



Schedule "E"

Whitby and Brooklin Farmers' Market Code of Conduct & Rules and Regulations – 2024

*SUBJECT TO CHANGE.

All vendors will:

1. *Treat customers, Market Manager, volunteers and fellow vendors with courtesy, patience and honesty.*
2. *Not act in a manner that is rough, menacing, vulgar, profane and abusive, including making anyone uncomfortable to be in the Market space.*
3. *Assist fellow vendors whenever possible.*

To ensure the application of the above principles, the Whitby Farmers' Market Manager shall have the power to institute disciplinary and corrective proceedings.

- Each vendor is required to produce a minimum of 70% of the product they intend to sell at market. The main goal of the DRFMA is to promote buying local and support of local producers therefore, whenever possible, it is important that any resell items you may wish to sell be from Ontario.
- Each non-seasonal vendor is expected to purchase a \$20 non-refundable membership at the beginning of the market season.
- **Vendors must arrive no less than 30 minutes before 8:30am (in Whitby) or 9:00am (in Brooklin) and set up in their designated location or risk being considered late. If a full-time vendor is not present 15 minutes before opening, the Market Manager may rent the stall to another vendor for the day.**
- **To avoid any stress and/or danger to vendors and customers, a loading and unloading schedule will be implemented.**
- **Vendors must keep their stalls open during market hours and not dismantle early unless authorized by the Market Manager. Vehicles can't move until the market closes. Vendors must leave no later than 1 hour after the market closes. Late departures, early departures, lingering after the market closes, or unsafe driving in the market area can result in disciplinary and corrective proceedings at the discretion of the Market Manager. ***
- Resale items are not permitted in the market when the item in question is available locally.
- Any new items that are not listed on the application form that a vendor wishes to add to their stall must be brought to the attention of the Market Manager and approved **before** being made available for sale.
- Your stall space is 10 feet x 10 feet (20 feet X 10 feet / 30 feet X 10 feet). That is the area your stall fee covers and that is the area you are permitted to make use of. Occasionally there may be days when a vendor will miss a market day. On these days the surrounding vendors are encouraged to spread out to make the market appear fuller, but this is considered the exception to the rule.
- While we strive to offer exclusivity of product, there may be more than one vendor selling the same item at any time.
- It is the vendors' responsibility to keep the area around their stall(s) clean and remove any remaining items/garbage at the **end of market day.**
- Vendor vehicles are required to be out of the market area and each vendor should be ready for customers **before** the market is set to open. It is necessary that vendors unload and move their vehicle out of the market area **before** setting up their booths. This is for safety purposes as customers tend to come into the market early and other vendors need to unload their wares as well.

- There will be no small vendor vehicle parking within the perimeters of the market.
- Payment of membership fees must be paid upon approval of application, acceptance into the market and before you set up on your first day of market.
- **Stall fees, when paying as a daily (pop-up) or a monthly basis are to be paid upon approval of application, acceptance into the market and before you set up on your first day of the market.**
- It is imperative that all concerns a vendor has must be addressed by the Market Manager immediately.
- To maintain Farmers' market status there are not to be more baker/crafter vendors accepted into the market(s) than we have farmer vendors. (i.e., if we have 3 farmers, we can only have a maximum of 3 bakers and/or 3 crafters)
- Washroom facilities for the Whitby Market are located inside the Whitby Public Library and are accessible after 8am. Washroom Facilities for the Brooklin Market include a port-a-loo on site, and public washrooms inside the Brooklin Community Centre & Library.
- Market days will run regardless of the weather (rain or shine or snow)
- Each vendor is responsible for adequate liability insurance coverage for the duration of their Farmers' Market Membership. Their proof of insurance is required along with their application form. WFM bares no responsibility for any vendor property on the market.
- 48 hours' notice (**9:00am Thursday for Brooklin attendees, 9:00am Monday for Whitby attendees**) to the Market Manager is required if a vendor must cancel their scheduled market day. Notice of cancellation **must be** sent via email, text, or a phone call directly to the Market Manager.
- Vendors are required to display a vendor sign stating their farm or business name within their allotted space. 'Sandwich board' type signs in front of tables may be acceptable, if they do not impede traffic or block another stall from view. The use of such signs must be approved by management.

Brooklin Harvest Festival Event:

- Any vendor wishing to be involved in the distinguished annual Brooklin Harvest Festival Event must be approved by the Market Manager and:
 - Have paid in full and attended a minimum of **8 scheduled market dates** prior to the event date.
 - **New 2024 vendors unable to attend 8 market dates must pay the Brooklin Harvest Festival fee listed in their application to attend.**
 - If for any reason you are absent on a scheduled date prior to the event, you must reschedule a make-up date with the approval of the Market Manager to avoid forfeiture at the Festival Event.
 - Failure to comply with any of the previous stipulations regarding the Brooklin Harvest Festival will result in the forfeiture of involvement and any monies previously paid.
 - **There are no exceptions.**
- **Please print this document and keep a copy with you at the market and/or give a copy to whomever is running your stall.**



Schedule "F"

Certificate of Insurance

**Proof of liability insurance will be accepted on this form only (no amendments)
 This form must be completed and signed by your insurer or insurance broker
 Insurance company must be licensed to operate in Canada**

This is to certify that the Named Insured, hereon is insured as described below

Named Insured	Address of the Named Insured
Operations of the insured for which this certificate is issued:	

Automobile Liability Insurance (minimum limit to be evidenced - \$2,000,000 unless otherwise required)

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	Primary			
	Excess			

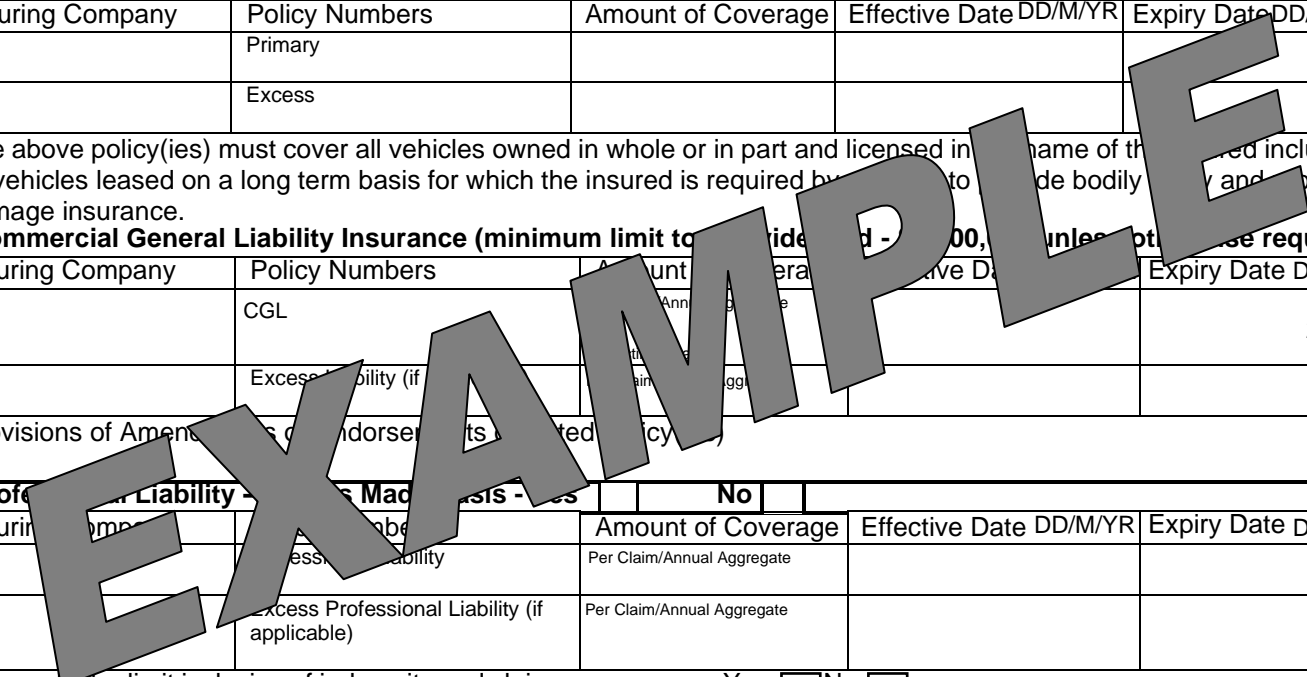
The above policy(ies) must cover all vehicles owned in whole or in part and licensed in the name of the insured including all vehicles leased on a long term basis for which the insured is required by law to provide bodily injury and property damage insurance.

Commercial General Liability Insurance (minimum limit to be evidenced - \$1,000,000 unless otherwise required)

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	CGL			2019
	Excess Liability (if applicable)			
Provisions of Amendments, Endorsements, Conditions, Exclusions, etc. (if any):				

Professional Liability - Claims Made Basis - Yes No

Insuring Company	Policy Numbers	Amount of Coverage	Effective Date DD/M/YR	Expiry Date DD/M/YR
	Professional Liability	Per Claim/Annual Aggregate		
	Excess Professional Liability (if applicable)	Per Claim/Annual Aggregate		



- Is the limit inclusive of indemnity and claims expenses – Yes No
- If the policy is on a claims made basis have there been any claims notices given for this policy term Yes No

Commercial General Liability Insurance is written on an occurrence basis and is extended to include Premises Liability, Products/Completed Operations, Cross Liability and Severability of Interests Clause, Personal Injury Liability, Contractual Liability, Property Damage, Non-Owned Automobile Liability, Owner's and Contractor's Protective Coverage, and Contingent Employers Liability.

With respect to the Commercial General Liability Insurance excluding non owned auto coverage, The Corporation of the Town of Whitby, is added as Additional Insured but only with respect to liability arising out of the operations of the Named Insured.

Other Additional Insureds as per contractual conditions are as follows: (Note if Applicable)
--

The policy(ies) identified above shall apply as primary insurance and not excess to any other insurance available to The Corporation of the Town of Whitby.

These policies shall not be cancelled or changed so as to reduce the coverage as outlined on this certificate without thirty (30) days, prior written notice by registered mail by the Insurer(s) to the Corporation of the Town of Whitby, Corporate Services Department, Purchasing Section, 575 Rossland Road East, Whitby, Ontario L1N 2M8.

I certify that the insurance is in effect as stated in this certificate and that I have authorization to issue this certificate for and on behalf of the insurer(s).

Date: DD/M/YR	Broker/Insurer's Name, Address, Telephone, Fax and E-Mail:	Signature and Stamp of Certifying Official:
		Print Name