

# Grassroots/Deerfoot Farmers Market - 2018 Market Contract

WHEREAS Grassroots Skaters Foundation ("Grassroots") wishes to permit vendors to use space, subject to the rights of Deerfoot City (the "shopping centre"), at The Market at Deerfoot City (the "Market") located at the Shopping Centre

WHEREAS Vendor wishes to use space at the Market; and

WHEREAS the purpose of the Market is to encourage environmentally friendly consumer practices, win friends and benefit vendors, consumers and the community;

NOW THEREFORE, in consideration of the mutual covenants and promises contained in the Agreement, Grassroots and Vendor agree as follows:

## FEES AND STALL SPACE

Vendor will pay for space at the Market by one of the following methods:

### Full Season Prepaid

- A. By full payment for 17 weeks starting June 5, 2018, and ending September 25, 2018 ("Full season") in the amount of
  - i. \$405 per stall or vehicle without table; or
  - ii. \$490 per stall or vehicle with table; payable in advance; OR

### Full Season Instalments

- B. By two instalment payments as follows:
  - i. For the nine weeks starting June 5, 2018 and ending July 31, 2018 ("First Half Season") in the amount of:
    - a. \$230 per stall or vehicle without table; or
    - b. \$275 per stall or vehicle with table, payable in advance; and
  - ii. For eight weeks starting August 7, 2018, and ending September 25, 2018 ("Second Half Season") in the amount of:
    - a. \$210 per stall or vehicle without table; or
    - b. \$250 per stall or vehicle with table, payable in advance; OR

### Weekly Payments (Waiting List Vendors & Week to Week Only)

- C. By weekly payments in the amount of:
  - iii. \$45 per stall or vehicle without table; or
  - iv. \$50 per stall or vehicle with table, payable one week in advance.
1. Grassroots will charge Vendors \$25 for each NSF cheque. We will not be providing refunds for poor weather days.
2. **In order for a stall to be held for a Vendor, it must be paid for in advance.**
3. Full season reserve spaces are available to Vendors who pay in advance:
  - a. As set out in Section 1(A); or as set out in Section 1(B).

## HOUR OF OPERATION and SET UP

4. The Market will be open every Tuesday ("Market Day") from June 5, 2018, to September 25, 2018, from 3:30p.m. to 7:00p.m. unless otherwise determined by the board of Grassroots (the "Board").
5. Vendor shall not sell products before the Market opens each Tuesday at 3:30 p.m.

6. This is an open-air market. It goes ahead rain or shine.
7. **If Vendor is not able to attend the Market on Market Day, Vendor will contact Janneane Wutzke at (403) 282-9299 by 6:00 p.m. Monday before Market Day.**
8. The Market Manager has the right to change the location of Vendors within the Market from time to time.

## LOADING AND UNLOADING OF VEHICLES

9. Vehicle unloading will not be permitted before 1:30 p.m.
10. **For safety reasons, Vendor shall not drive his or her vehicle into the Market after 3:00 p.m. If Vendor arrives after 3:00 p.m., Vendor will carry his or her produce and table into the Market.**
11. **Vendors shall not disassemble booths or drive out of the Market before the Market closes at 7:00 p.m. unless special permission has been granted by the market manager.**

## VENDOR OBLIGATIONS

12. Vendor agrees to provide at the time of registration, copies of any permits and licenses applicable to the sale for their products. For example, certification for organically grown produce, certification (by province) for agents selling organic product, nursery licenses for bedding out plants and nursery stock, and Calgary Health Services Permit for food premises. Vendor is responsible for complying with Alberta Agriculture, provincial and city health and licensing requirements governing the production and sale of their products, including the guidelines and objectives of the Alberta Agriculture, Food and Rural Development Farmers' Market Program where applicable. Vendor is responsible for complying with local, Provincial and Federal laws and regulations.
13. Vendor shall not have vehicles, tables, products, boxes, signs or any part of their booth outside his or her space limits which will be marked on the pavement. Space dimensions may vary.
14. Vendor agrees to post a sign identifying him/herself or the name of the farm and place he/she is from.
15. Vendor agrees to keep his/her space attractive during the market and to thoroughly clean up his/her space after the market closes.

16. Vendor agrees to remove his/her own refuse and unsold product from the Market premises after the Market closes.
17. Vendor agrees to reimburse Grassroots for the cost of repairs to any property or equipment belonging to Grassroots damaged by Vendor.
18. Vendor agrees to conduct himself/herself courteously and in an ethical, business-like fashion.
24. Unless permission is otherwise granted in writing by the market manager, Vendor may sell ONLY Alberta products which Vendor has grown, produced, handcrafted, processed or baked.
25. Unless permission is otherwise granted in writing by the market manager, Vendor may sell ONLY products authorized by the terms of this Agreement or approved by the Board.

#### **LIABILITY**

19. Vendor shall be insured against liability. Grassroots shall be entitled to request evidence of insurance;
20. Vendor shall be responsible for any and all damages, including bodily injury and property damage, caused to the Vendor, its employees, equipment (including equipment provided to the Vendor by Grassroots), stall area, products, goods, property or vehicles, as a result of the Vendors operations and equipment, including equipment provided to Vendor by Grassroots, at the Market.
21. Vendor shall be responsible for any and all damages including bodily injury and property damage caused to any and all third parties, arising from Vendor's operation and equipment, including equipment provided to Vendor by Grassroots, at the Market.
22. Vendor agrees to release from all liability the Shopping Centre and Grassroots upon such occurrences as (1) death or injury arising from any happening on the mall parking lot, (2) loss or damage to, or loss of use of property located in the Market and/or any other part of the Shopping Centre, (3) death, injury, loss or damage to persons or property resulting from rain, flood, sun, fire, explosion, snow or any other natural or unnatural occurrence during Market days.
23. Vendor agrees to indemnify and save harmless Grassroots, Deerfoot City, Deerfoot Equities Inc., Shape Deerfoot GP Corp., Shape Deerfoot Limited Partnership, Shape Properties (Deerfoot) Corp., Shape Properties Corp., Shape Property Management Corp., Spectrum Project Services Corp., and their respective directors, officers, employees, servants, and agents, the City of Calgary and Alberta Agriculture, Food and Rural Development (collectively, the "Indemnified Parties") from and against all liabilities, claims, costs, expenses, or demands, including legal fees, which now or hereafter may be suffered or incurred by any of the Indemnified Parties as a result of Vendor's use of space at the Market and the operations and equipment of the Vendor, including the use of equipment provided to Vendor by Grassroots.
26. Vendor may sell ONLY products of good quality.
27. If Vendor sells bedding and landscape plants and flowers, Vendor agrees to sell ONLY bedding and landscape plants and flowers which: i. Were grown by Vendor, and ii. Were under Vendor's control for a minimum 60 days.
28. Vendor may sell ONLY the following products:
  - a. Fruits, vegetables, plants;
  - b. Certified organic produce;
  - c. Transitional organic produce clearly labelled as such;
  - d. Flowers (fresh and dried);
  - e. Fresh eggs;
  - f. Baked goods;
  - g. Honey;
  - h. New, home produced handicrafts (must not have less than a 50% handcrafted content);
  - i. Meat, fish, poultry or products thereof; and
  - j. Products authorized by the Board.
29. Products which the Vendor May Not sell include, but are not limited to, the following:
  - a. Vegetables and tomatoes grown outside of Alberta that can be grown in Alberta;
  - b. Used goods or flea market products; and
  - c. Products from distributorships or products purchased wholesale which are not in keeping with the Market.
  - d. Single serving and/or ready to eat products unless given permission by manager.
30. Vendor must have a price list clearly displayed, and where possible mark each item for sale.
31. If Vendor is selling products by weight, Vendor shall have a scale that has been certified in accordance with the Weights and Measures Act (Canada).
32. All products sold by the Vendor must be produced by the Vendor or an immediate family member of the producer (ie father, mother, husband, wife, adult son, adult daughter). Products may not be sold by agents or employees, unless special permission has been granted by the Board.
33. The decision as to the suitability of any product sold at the Market shall be at the discretion of the market manager.
34. The Shopping Centre must approve all advertising copy.

#### **SALE OF PRODUCTS**

**GENERAL CONDUCT**

- 35. There shall be no hawking, accosting or badgering of the members of the public.
- 36. Vendor will not campaign or proselytize unless permission is granted by the market manager.
- 37. The market manager may prohibit any person from renting stall space and may require persons to leave the Market in the event that the said person fails to or refuses to abide by the terms of this agreement or the decisions of the market manager.
- 38. Grassroots reserves the right to alter, amend or introduce new rules governing conduct within the Market. Reasonable notice will be given to Vendor.
- 39. Vendor hereby acknowledges that the Shopping Centre, its manager or its agent at all times reserves the right to amend, relocate, terminate or otherwise control the Shopping Centre ground in the best interest of the Shopping Centre.
- 40. Concerns and complaints should be directed first to the on-site market manager, secondly to Grassroots Skaters Foundation as a final recourse to the Board.

**GENERAL PROVISIONS**

- 41. Vendor is not an employee or independent contractor of Grassroots.
- 42. The laws of the Province of Alberta will apply to this agreement.
- 43. This written agreement constitutes the entire agreement between the parties and supersedes any prior agreements, promises and representations.

Dated the \_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Signature of Vendor if Vendor is an individual

\_\_\_\_\_  
Print name of Vendor

\_\_\_\_\_  
Name of Vendor if Vendor is a corporation

Per: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Grassroots Skaters Foundation  
Per: \_\_\_\_\_