

**Hillhurst-Sunnyside Farmers' Market
2010 Market Contract**

(This contract must be signed and returned to the Market Manager by May 13, 2010)

FEES AND STALL SPACE

1. Vendor will pay for space at the Market by one of the following methods:
Full Season Prepaid
 - A. By full payment for 19 weeks starting June 2, 2010 and ending October 6, 2010 ("Full Season") in the amount of:
\$320 per vehicle stall or \$300 per non-vehicle stall, including one (1) table payable in advance (Note: A \$20 administration fee will be charged to vendors wishing for a full season booth after June 16, 2010); ORWeekly Payments
 - B. By weekly payments in the amount of
\$27 per vehicle stall or \$25 per non-vehicle stall including one (1) table, payable one week in advance. If a weekly stall is reserved and the vendor does not attend, they will be responsible for the fee and will be invoiced.

The cost of electricity is \$150 per season or \$14 per week.

2. In order for a stall to be held for Vendor, it must be paid for in advance.
3. Full season reserve spaces are available to Vendors who pay in advance.
4. Fees are set prior to the season and guaranteed for one season only.
5. Regulations as to number of Vendors will be at the discretion of the Market Manager.
6. Maximum of four (4) stalls per Vendor. This includes vendor vehicle.

HOURS OF OPERATION, SET UP AND TAKE DOWN

7. The Hillhurst-Sunnyside Farmers' Market will be open every Wednesday from June 2, 2010 to October 6 2010 from 3:30 p.m. to 7:30 p.m. unless otherwise determined by the Farmers' Market Manager. Hours may be adjusted in the fall and in the case of inclement weather.
8. The Market goes on rain or shine. It is expected that vendors will participate, therefore, no refunds will be given in the event of inclement weather.
9. Weekly vendors are responsible for the fee even if they choose not to attend and an invoice will be issued.
10. If Vendor is not able to attend the Market on Market Day, Vendor must contact the Market Manager or delegate at (403) 283-0554, by 10:00 a.m. Market Day. _____ (Vendor initials)
11. The Market Manager has the right to change the location of Vendors within the market from time to time.
12. Upon arrival each week, Vendor will check in with the Farmers' Market Manager or delegate and, if required, will be shown their designated stall.
13. Vehicle unloading will be permitted after 1:00 p.m. on Market Days.
14. For safety reasons, Vendor shall not drive his/her vehicle into the Market after 3:00 p.m. If Vendor arrives after 3:00 p.m., Vendor will carry his/her product into the Market area. _____(Vendor initials)
15. Vendors must be on site by 3:00 p.m. or their stall space cannot be guaranteed.

16. Vendor may not sell products before the Market opens each Wednesday at 3:30 p.m. This ensures fair competition for all Vendors. Violation of this regulation may result in expulsion from the Market. _____ (Vendor initials)
17. Vendors shall not disassemble booths or drive out of the Market before the Market closes at 7:30 p.m. (rain or shine), unless special permission has been granted by the Market Manager. There will be "SOLD OUT" table signs available for Vendors who sell out early.
18. All Vendor requests, comments and/or discussion regarding the next week's market must be directed to the Market Manager by the Monday before the Market Day concerned.

VENDOR OBLIGATION

19. Vendor agrees to provide at the time of registration, copies of registration, and copies of any permits and licenses applicable to the sale of their products.
20. 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 Municipal, Provincial and Federal laws and regulations.
21. Food Vendors must possess and display a Calgary Health Services and Food Safety Handling permit for food premises where applicable.
22. Vendor agrees to post a sign identifying him/herself or the name of the farm and the place where he/she is from.
23. Vendor shall not have vehicles, tables, products, boxes, signs or any part of their booth outside their space limits, which have been marked. ABSOLUTELY no parking on the grass. Space dimensions may vary.
24. Vendor agrees to keep their stall space neat and attractive during the Market.
25. Vendors who wish to leave their merchandise if they are absent, must have their space manned by a responsible person and advise them as to the Market's policies and procedures. If space is not manned, goods must be removed so that space can be rented.
26. All items to be sold at the Farmers' Market MUST be listed on the application. Any addition to the original application MUST be submitted in writing to the Farmers' Market Manager for approval.
27. Vendor agrees to clean the space up thoroughly after the Market closes. This includes removing of the refuse and unused product. _____ (Vendor initials)
28. Vendor agrees to reimburse Hillhurst-Sunnyside Community Association for the cost of repairs to any property or equipment belonging to the Hillhurst-Sunnyside Community Association damaged by the Vendor.

LIABILITY

29. Vendor shall be insured against liability. Documentation may be requested by Market Manager or designate.
30. Vendor shall be responsible for any and all damages, including bodily injury and property damage, caused to the Vendor as a result of their operation, their employees, equipment, including equipment provided to the Vendor by the Hillhurst-Sunnyside Community Association, stall area, products, goods, property or vehicles at the Market.
31. Vendor agrees to release from all liability the Hillhurst-Sunnyside Community Association and the Farmers' Market Manager upon such occurrences as (1) death or injury arising from any happening at the Market, (2) loss or damage to, or loss of use of property located in the Market and/or any other part of the Community 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.

32. Vendor agrees to indemnify and save harmless Hillhurst-Sunnyside Community Association, the Farmers' Market Manager, 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 the equipment provided to Vendor by Hillhurst-Sunnyside Community Association.

SALE OF PRODUCTS

The Hillhurst Sunnyside Farmers' market is **an Approved Alberta Farmer's Market**. As such, products are classified according to the 80/20 rule; 80% of our Market is products from Alberta vendors who make, bake or grow it, to produce a true local product. The remaining 20% of the Market is made up of products from outside Alberta OR those vendors that do not make, bake or grow their products.

33. Vendor may sell ONLY Alberta products which Vendor has grown, produced, handcrafted, processed or baked, unless permission is otherwise granted in writing by the Market Manager.
34. Vendor may sell ONLY products authorized by the terms of this Agreement or approved by the Hillhurst-Sunnyside Community Association Executive, unless the Market Manager otherwise grants permission in writing.
35. All products sold by the Vendor must be produced by the Vendor or an immediate family member of the producer. Products may not be sold by agents or employees, unless special permission has been granted by the Farmers' Market Manager and/or the Hillhurst-Sunnyside Community Association.
36. Vendor may sell ONLY products of good quality.
37. Sale of used goods or flea market products are prohibited.
38. The decision as to the suitability of any product sold at the Market shall be at the discretion of the Market Manager.
39. The Hillhurst-Sunnyside Farmers' Market is not responsible for the success or the failure of the Vendor's products. It is the sole responsibility of the Vendor to market and sell their products.

GENERAL CONDUCT

40. Vendors agree to conduct themselves courteously and in a business-like manner.
41. There shall be no hawking, accosting or badgering of the members of the public.
42. Verbal or physical abuse shall not be tolerated. This shall result in expulsion from the market without warning.
43. Vendor will not campaign or proselytize unless permission is granted by the Market Manager.
44. The Market Manager may prohibit any person from renting a stall space and may require persons to leave the Market in the event that the said person fails or refuses to abide by the terms of this Agreement or the decisions of the Market Manager.
45. Concerns regarding the Market must be directed to the on-site Market Manager or designate. These concerns should not be directed to the public at large or discussed when a member of the public are present.

46. Authority during Market times rests first with the on-site Market Manager or designate. Escalations of issues are referred to the Market Manager, then the Executive Director, then the Hillhurst Sunnyside Board of Directors.
47. Appeals of expulsions must be in writing to the Hillhurst Sunnyside Board within 30 days of being expelled and shall be considered by the Board of Directors at their next schedule meeting. Merchandise shall be removed while appeal is being addressed.
48. Hillhurst-Sunnyside Farmers' Market reserves the right to alter, amend or introduce new rules governing conduct within the Market. Reasonable notice will be given to the Vendor.
49. Vendor is not an employee or independent contractor of the Hillhurst-Sunnyside Farmers' Market or the Hillhurst-Sunnyside Community Association.

DATED the _____ day of _____, 2010

(Signature of Vendor if Vendor is an individual) (Print Name of Vendor)