

**COVENT GARDEN MARKET
DAY VENDOR OCCUPANCY LICENSE AGREEMENT**

THIS LICENSE AGREEMENT ("Agreement") is made this day of in the year by and between Covent Garden Market Corporation (the "Licensor") and _____, operating as _____ (the "Licensee").

Address:

Contact:

Telephone:
Cell:

Fax Number:
E-Mail:

PROVISIONS

1. **License Granted** The Licensor hereby grants to the Licensee the non-exclusive privilege to operate a day table _____ for the sale at retail of _____
2. **Term:** The term of this Agreement (the "Term") will be for a period of _____ commencing _____ and ending _____ unless terminated earlier, at the will of the Licensor.
3. **Fee** The Licensee agrees to pay the fee of _____ as outlined in the Day Vendor Policies and Procedures, Rules and Regulations.
4. **Sales Reports** Licensor will have the right from time to time, upon three, (3) days written notice, to audit or examine all Licensee's sales records.
5. **Non-assignability:** The license is personal to the Licensee. Licensee will not have the right or power to assign, sublet franchise or otherwise transfer any rights under this Agreement.
6. **Conduct of Business**
7. Licensee agrees to abide by all the Rules and Regulations established by Licensor, as determined in Licensor's sole discretion as detailed in Day Vendor Policies and Procedures
8. **Hold Harmless**
LICENSEE personally, and jointly and severally, agrees to indemnify and hold harmless the Corporation of the City of London and Covent Garden Market Corporation harmless from and against any and all loss, claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees, in connection with loss of life, personal injury, damage to property or any other loss or injury whatsoever arising from or out of any occurrence in, upon or at the leased premises or the market or the occupancy or use by the Licensee of the leased premises or the Market by the Licensee. If Market shall, without fault on its part, be made a party to any litigation commenced by or against the Licensee, then the Licensee shall protect, indemnify and hold Market and City harmless and shall pay all costs, expenses and reasonable legal fees incurred ~~paid~~ by market or City in connection with such litigation. The Licensee shall also pay all costs, expenses and legal fees that may be incurred or paid by Market in enforcing the terms covenants and conditions of this Agreement, unless a court of law shall decide otherwise.

9. **Insurance:** Prior to opening for business the Licensee will at their own expense obtain and maintain at all times during their Term of this License Agreement comprehensive commercial general liability insurance for bodily injury and property damage with coverage limits of not less than two million dollars (\$2,000,000) combined from any occurrence and in the aggregate insuring against any and all liability of the Licensee, their agents and subtenants. All such bodily injury liability insurance, and property damage liability insurance will specifically insure the performance by Licensee, relating to liability for injury or death of person and damage to property. The Licensee will provide the Licensor with a certificate of insurance prior to commencement of the Term of this Agreement naming the following: Licensor, the Owner(s), the Manager or their agents and their mortgagee(s) as additional insured. Licensee agrees to permit Licensor to inspect Licensee's policies of insurance required under this Agreement.

10. **Waiver of Rights:** The Licensee (for itself and its insurer) hereby releases the Manager, the Owner(s), the Licensor and their employees, agents and waives any rights, including rights of subrogation, it may have against them for compensation for any loss or damage occasioned by Licensee or loss of use of property of the Licensee. The foregoing release and waiver will operate so long as available in the Province where the License Area is located.

11. **Covenants Joint and Several:** If there is no more than one proprietor or partner in this Licensee's business all covenants and agreements on the part of the Licensee are joint and several by such persons.

12. **Entire Agreement:** This Agreement is and will be considered to be the only Agreement between the parties hereto. All prior negotiation, representation and Agreements between the parties are merged herein. This Agreement and the attachments may be amended or modified only by written instrument executed by all parties.

13. **Severability:** If any provision in this Agreement is held by any court to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect.

14. **Fixtures:** Any fixtures in the premises when the Tenant takes possession are the property of the Landlord and may not be removed.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the day of _____, 20_____.

Licensor: per: _____ Date: _____
Covent Garden Market Corporation
Title: General Manager

Licensee: per _____ Date: _____
Title: _____

Per: _____ Date: _____

Title: _____

Required Attachments: Schedule A – Day Vendor Policies & Procedures, Rules & Regulations

DAY VENDING POLICIES (For Your Record)

Regulations:

1. All products sold must comply with all Federal, Provincial and Municipal laws and standards regarding the sale of these products.
2. Covent Garden Market reserves the right to schedule the rotation of day vendors to provide a changing selection for customers.
3. The reservation dates will be allocated in a manner viewed as being in the best interest of Covent Garden Market.
4. If, in our opinion, a day vendor is not making a positive contribution to Covent Garden Market or is the recipient of complaints concerning product, attitude or general behavior, then the day vendor may lose his/her right to sell within Covent Garden Market. Covent Garden Market will not be obliged to refund any rental payments.
5. Smoking is prohibited in Covent Garden Market.
6. Day vendor's merchandise must be displayed in a manner approved by Covent Garden Market. Tables and benches are the only equipment pieces provided to a day vendor if vendors choose to use them.
7. The day vendor must supply his/her own equipment such as chairs, lamps, electric outlet adapters, extension cords, etc. Covent Garden Market reserves the right to limit the total electrical amperage to the assigned rental space.
8. Display and signage must not be higher than 5 feet above floor level and should not block sight lines.
9. All displays must be deemed safe and aesthetically pleasing.
10. Signage shall contain no misleading information.
11. Common aisles must be kept clear of all equipment and stock at all times. All additional equipment must be stored out of view within the assigned rental space.
12. Day vendors are solely responsible for set up, break down and clean up of the assigned rental space.
13. Loading and unloading is permitted in the designated loading zones only. Parking is not permitted in these areas.

Hours of Operation:

1. Day vendors are to be fully operational no later than 9 a.m. and begin break down no earlier than 6 p.m. Monday to Saturday.

Market Hours

| | |
|--------------------|-----------------------|
| Monday to Saturday | 8:00 a.m. – 6:00 p.m. |
| Friday | 8:00 a.m. – 7:30 p.m. |
| Sunday | 11:00 p.m.—4:00 p.m. |

- Day vendors are required to vacate the Market premises within one hour after closing. Covent Garden Market’s hours are subject to change at the discretion of the Landlord.

Procedures:

- Day vendors will complete a Temporary Occupancy Licence agreement.
- Proof of liability insurance in the amount no less than 2 million dollars must be provided to Covent Garden Market at the time of booking. A certificate of insurance may be purchased at Covent Garden Market at the time of booking if necessary.

Rates:

- Day vendor rates per day are as follows:

| | | |
|----------------------------|-------------------------------|---------|
| Monday—Friday & Sunday | 8’ table or 6’ cart and chair | \$25.00 |
| Saturdays | 8’ table or 6’ cart and chair | \$35.00 |
| Weekend (both Sat. & Sun.) | 8’ table or 6’ cart and chair | \$50.00 |

Payment:

- Day vendor payment must be made in full and no less than one week prior to occupancy.
- Rental payments must be made in cash or by cheque payable to Covent Garden Market Corporation. Receipts will be issued upon payment.
- No shows will be charged 100% of the rental fees.
- Cancellations must be received by Covent Garden Market by 4 P.M. of the previous day.

Covent Garden Market reserves the right to adjust or alter the policies and Regulations as is necessary for the operation of the Market.