

COVENT GARDEN MARKET

Schedule A - DAY VENDOR POLICIES & PROCEDURES RULES & REGULATIONS

1.0 Purpose Statement

The purpose of this policy is to provide guidelines to manage and direct the Day Vendor Policy at the Covent Garden Market (CGM). The Day Vendor Program is structured to provide temporary opportunities for the display and sale of unique items that will enhance the shopping experience for the CGM's customer base.

2.0 Procedures

The procedures to be used in applying the policy are described in the Schedule A., *Day Vendor Policies & Procedures: Rules and Regulations*.

3.0 Responsibility

The CGM Staff is responsible to manage this Program and the Policy is monitored and revised on an as required basis by the Directors of the Board of the CGM. The Policies herein are applied by the CGM staff and apply to all vendors (internal and external) who participate in the Day Vendor Program at the CGM.

A. 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 our 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 the opinion of Covent Garden Market, the day vendor is not making a positive contribution to the Market or if Covent Garden Market receives complaints concerning product, attitude or general behavior of the day vendor that is detrimental to the relations between its customers, employees, dealers, affiliates or other persons, at the sole discretion of the Market, then the day vendor may lose his/her right to sell within Covent Garden Market, and Covent Garden Market will not be obliged to refund any rental payments.
5. Smoking is prohibited in Covent Garden Market.

6. The day vendor's merchandise must be displayed in a manner and location approved by Covent Garden Market. Location is considered space for a chair and one 8' table. Anything beyond is considered extra space and must be negotiated. Tables and benches can be provided by Covent Garden Market for day vendor use if requested. These are the only equipment pieces provided.
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 available to the assigned rental space.
8. Display and signage must be no 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. The day vendor is solely responsible for set up, tear down, and clean up of the assigned rental space. The day vendor is also solely responsible for all loss, costs, damages, and expenses resulting from, arising out of, or incidental to the use of Covent Garden Market equipment pieces such as tables or benches.
13. Loading and unloading is permitted in the designated loading zones only. Parking is not permitted in these areas. The day vendor is responsible for their own parking during the course of the day.
14. Day tables are for the sale of product such as but not limited to Arts, Jewelry, Crafts or unique Specialty items that compliment the offerings of current full time Market vendors at the discretion of the Market.
15. Covent Garden Market reserves the right, at its sole discretion, to refuse a day vendor or a day vendor's products that Covent Garden Market feels would be in competition with full-time Market vendors.

B. Hours of Operation

1. Day vendors are to be fully operational no later than Market opening and begin tear down no earlier than Market closing as defined by the hours listed below.

Market Hours

Monday to Saturday	8:00 a.m. to 6:00 p.m.
Friday	8:00 a.m. to 7:30pm
unless there is a special event taking place at the JLC, in which case the Market will stay open longer.	
Sunday	11:00 a.m.-4:00 p.m.

2. 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.

C. Procedures

1. Day vendors will complete a Temporary Occupancy Licence agreement.
2. Liability Insurance of 5 million dollars (\$5,000,000) is required by the City of London. Proof of liability insurance in an amount not less than 5 million dollars (\$5,000,000) 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.

D. Rates

1. Day vendor rates per day include an 8' table or 6' cart and bench.

If you do not have your own insurance policy, a fixed fee plus an administration fee will be collected at time of booking to cover three (3) consecutive days.

E. Payment

1. Day vendor payment must be made in full at the time of booking.
2. Rental payments must be made in cash or by cheque payable to Covent Garden Market Corporation. Receipts will be issued upon payment.
3. No shows will be charged 100 percent % of the rental fees.
4. Cancellations must be received by Covent Garden Market 7 days prior to commencement of the rental period or you will be charged 100%.
5. There will be no refunds during peak seasons which include the month of December, or the week leading up to Mothers Day, Fathers Day, Easter, and Valentines.

F. Product Types

Examples of products that have been identified as being desirable and complementary to existing market activities include the following:

1. **Arts**
Criteria
Priority will be given to items that are designed and produced by the applicant(s) and are artistic in nature.
Items that are ethno-specific and are designed, produced and representative of the country of origin and/or purchased by the applicant(s) in the country of origin.

2. **Jewelry**
Criteria
Priority will be given to items that are designed and produced by the applicants(s).
Items that are ethno-specific and are designed, produced and representative of the country of origin and/or purchased by the applicant(s) in the country of origin.

3. **Crafts**
Criteria
Priority will be given to items that are hand crafted and of a unique nature, that are not readily available in retail stores.
Items that are ethno-specific and are designed, produced and representative of the country of origin and/or purchased by the applicant(s) in the country of origin.

4. **Specialty Products**
Criteria
Priority will be given to unique items generally not found in mass distribution. Products must be in keeping with the image of the Market and product acceptability will be at the sole discretion of the Market Management.
Items that are ethno-specific and are designed, produced and representative of the country of origin and/or purchased by the applicant(s) in the country of origin.

Samples of all items such as Art, Jewelry, or Crafts shall be submitted to Covent Garden Market for review to ensure they are complementary to full time Market vendors' offerings.

G: Full-Time Vendor Participation in Day Vendor program

The intent of including the full-time vendors in the day vendor program is to give them an **entrepreneurial** outlet.

- Full-time vendors are those individuals who have long term rental agreements, i.e. permanent space at Covent Garden Market.
- With the wish to have a day vendor program functioning at the Market and with the recognition that there is a value that is appreciated by our customers. Centre court/day vendor space is treasured by a few of our full-time vendors.

There are two day vendor spaces available in the Market. One of these spaces shall be reserved for day vendor use only and the second space shall be made available for use by a full-time vendor.

All full-time vendors are permitted to participate subject to the following conditions:

- i) To a maximum of one weekend a month, i.e. Thursday, Friday, Saturday inclusive. Sunday is optional.
- ii) If more than one full-time vendor requests the same date six (6) months prior to that date a lottery will be held.
- iii) Full-time vendors may request to book this space. Requests will be received no more than six (six) months in advance.
- iv) Full-time vendors may not utilize the Day Vendor space during the month of December or one (1) week prior to any special day (list of special days are as follows)l Valentines, Easter, Mothers Day, Fathers Day, unless there are no day time vendors utilizing this space.
- v) As there are only two spaces available, whenever there is a full-time vendor out in centre court only one day vendor will be permitted. All other times there will be a maximum of two vendors regardless if they are full time vendors or day vendors.

If by the cut-off date the space reserved for day vendors has not been booked, this space will be made available for use by a full time vendor. Alternatively, if by the cut-off date the space reserved for full time vendors has not been booked, this space will be made available for use by a day vendor.

Current full-time vendors may participate in the day vendor program **ON CONDITION** that they adhere to the requirements of the day vendor occupancy agreement and the Rules and Regulations as set forth above.

Product acceptability will be at the sole discretion of the Market Management.

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

No amendment of this Agreement shall be effective unless made in writing and signed by both of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective duly authorized officers or representatives on the respective dates indicated in the License Agreement.