



## SHIP POINT MARKET VENDOR PERMIT TERMS AND CONDITIONS

These are the Terms and Conditions that the Greater Victoria Harbour Authority ("GVHA" "we", "us", or "our") grants Applicant ("Applicant", "Vendor," "you", "your") regarding use of a Site.

1. **Grant of Permit.** Upon acceptance into the Ship Point Market program, the Applicant is granted a non-exclusive and non-transferrable Permit permitting the Applicant to carry out the permitted business or activity described in this Permit Terms and Conditions on the Site.
2. **Permitted Purpose.** You may use the Site for the permitted use and for no other purpose or purposes whatsoever. You acknowledge we may direct you to cease:
  - (a) the sale of any specific goods or services, or
  - (b) any activity; whether previously permitted or not, from the Site, and you shall forthwith comply.
3. **Permit Fees.** Permit Fees are due upon receipt of the invoice. Except as described herein, Permit Fees are non-refundable. **Non-payment of the fees in full will result in a late penalty fee of 5% on the outstanding balance and will be charged monthly until all monies are paid in full, and the Applicant will not be permitted to participate in further markets.**
4. **Taxes.** You agree to pay when due all federal, provincial, regional district or municipal taxes charged as a result of your occupation or use of the Site.
5. **Site Location and Relocation.** We shall designate a Site location to the Applicant for each market. The Applicant must set up only in their designated location. In our absolute discretion, we may, on 72 hours' notice, and at any time in an emergency, require you to vacate the designated Site or relocate to a different Site or not permit vending at any of GVHA's sites.
6. **If you do not agree to relocate,** this Permit shall be terminated, and we shall reimburse you for Permit Fees, if any, on a pro rata basis.
7. **GVHA Access.** We shall, at all times, and for all purposes have full and free access to the Site.
8. **As Is, Where Is.** You accept the Site on an as is, where is basis. You acknowledge GVHA has made no representations or warranties regarding the Site, including regarding the zoning, suitability for your business or activities, or disruptions due to noise, construction or any other cause.
9. **Own Risk.** You acknowledge and agree GVHA shall not be responsible in any way for any injury to any person, or for any loss or damage to any property belonging to you, your employees, agents, or invitees, including any loss or damage caused by theft, breakage, weather conditions, or attributable to electric or other wiring, fire or smoke, unless such loss, damage or injury was caused due to the gross negligence of GVHA or persons for whom it is in law responsible. Under no circumstances shall GVHA be responsible for any personal property brought onto the Site or for indirect or consequential damage or for any business loss.

- 10. Responsibility.** You are responsible for ensuring all activities are conducted in a safe and orderly manner; the activities are restricted to the Site; and the activities do not interfere with other users of our property.
- 11. Damage to GVHA Property.** Any damage that may be occasioned to our property or any part thereof, or works connected therewith, by you or caused by your activities, shall forthwith be reported to us. Damage costs shall be assessed, and repair costs billed to you
- 12. Days and Hours of Operation.** You agree that you may only occupy or use the site during the days and hours permitted or as we otherwise notify you.
- 13. Signage and Displays.** You shall not construct, erect, place, apply or install any graphics, design, poster, sign or display on GVHA's property, including the Site, without first obtaining our written consent. Signage must meet GVHA standards. The cost of installing, maintaining, changing and removing all graphics, designs, posters, signs or displays shall be borne by you. **Sandwich boards are not permitted.**
- 14. Nuisance.** You shall not do or permit to be done any act or thing on our property that is or would constitute a nuisance to our lands or premises, occupants or users or to the public generally. All activities shall be conducted in accordance with City of Victoria bylaws. Amplified, recorded or broadcast music or sounds is not permitted.
- 15. Clean and Tidy.** You shall maintain the Site and surrounding areas, including any other areas used by you in a clean, neat and tidy condition, and free of waste, all to the satisfaction of GVHA. You are responsible for the removal and appropriate disposal of all waste materials in accordance with applicable laws. No hazardous materials may be stored or disposed of on our property. You shall be responsible for subsequent cost(s) for clean-up by us.
- 16. Compliance.** You must abide by and comply forthwith at your expense with all laws, regulations, and bylaws made by federal, provincial, municipal or other authorities and all Rules and Regulations or directions as may be issued from time to time by us concerning our property and its use.
- 17. Indemnity.** You agree to indemnify and hold harmless GVHA, its directors, officers, agents and employees from and against all liabilities, losses, suits, claims, demands, fines, damages, costs and expenses (including all costs for investigation and defence thereof) based upon or attributable to this Permit or any actions taken or things done by you, your officers, invitees, agents or employees unless such damage or injury was caused due to the negligence of GVHA or any other person for whom it is in law responsible.
- 18. Insurance.** GVHA requires Ship Point Market vendors maintain a policy of general public liability insurance against claims for bodily injury, death or property damage in the amount of not less than two million dollars (\$2,000,000.00) per single occurrence, arising out of the operations of the Vendor at the Inner Harbour, Victoria, B.C. Coverage to include Products and or performance and completed operations and **shall name GVHA as Additional Insureds with 30 days prior notice of any cancellation or material change.**
- 19. Suspension.** We may suspend a Permit immediately for up to five (5) business days or permanently if your activities or conduct are imminently harmful or injurious to the health or safety of the public, for a breach of any part of this Vendor Permit Terms & Conditions, or for a breach of the Code of Conduct.
- 20. Cancellation.** We may cancel this Permit without cause at any time by giving you 24 hours' notice in writing, and thereupon after the expiration of such period of notification this Permit shall be determined and ended, and any Permit Fees paid will be reimbursed, on a pro rata basis. GVHA may by written notice to you suspend, terminate or not renew this Permit for cause:

- (a) for a breach of these Permit Terms and Conditions, the Rules or Code of Conduct;
- (b) that continue after we have given 24 hours' notice and you have failed to cure the same;
- (c) if you attempt to assign or sub-licence this non-transferrable Permit;
- (d) if any of your goods or chattels are seized or taken in execution by a creditor;
- (e) for violation of any applicable laws;
- (f) for physical assault or abusive behaviour towards any person; or,
- (g) non-payment.

- 21. Appeal:** You have no right to appeal a suspension but may request a review of a cancellation of the Permit by contacting the Greater Victoria Harbour Authority in writing within four (4) business days of such action being taken. A final written decision will be delivered to you within another four (4) business days.
- 22. Surrender.** On expiration or earlier termination of this Permit, you must forthwith peaceably quit and deliver possession of the Site to us in a safe, clean and tidy condition and remove any chattels or improvements constructed, placed or installed on the Site by you or on your behalf.
- 23. Notice.** Any notice to GVHA shall be delivered to:
- 100-1019 Wharf Street, Victoria, B.C., V8W 2Y9.
- Notice to Applicant shall be in writing by any of the following means:
- (a) personal delivery; or
  - (b) by registered mail to the address set out by the Applicant in this Permit: or
  - (c) by posting on the Site.
- 24. Privacy Statement.** To the extent that any of the information provided in this Application and Permit is personal information, the Applicant consents to its use in accordance with this privacy statement: The information is collected for the purpose of identifying and contacting Applicant if there is an emergency or incident and administering and ensuring compliance with this Permit. Personal information will not be disclosed except as required by law or for the purposes for which it was collected. Applicant may update personal information or obtain a copy by contacting GVHA in accordance with the Notice provision in this Permit.
- 25. Vehicles.** A maximum of four vendor vehicles are permitted on Ship Point Pier, for the purposes of unloading and loading, at any one time.
- 26. Electricity.** Applicants may not plug in to GVHA power sources at any time.
- 27. Merchandise.** Merchandise must be artist made; artist sold. No mass-produced items may be sold.
- 28. Set-up times.** Applicants will abide by the set-up and load-out schedule provided by GVHA.
- 29. Display Area.** Applicants must set up within their assigned site area, which is 10 feet by 10 feet.
- 30. Folding Chairs.** Each Applicant is permitted up to two folding chairs at their designated vending area.
- 31. Umbrellas.** Umbrellas are permitted and must be weighed down. The lowest part of the dome must be no lower than 6 feet, 6 inches.
- 32. Tents.** Tents are permitted. Tents must be weighed down and not create a hazard. Tents must be in good condition and in good repair. Tents must comply with 2006BC Fire Code regulations.
- 33. Low wattage battery-powered lighting** focused on the Site is permitted. You may not connect to GVHA power sources. Food vendors may use a propane tank or quiet generator.
- 34. Storage of personal items** including bicycles or other modes of transportation is not permitted.
- 35. Equipment.** No equipment, props or other items are to be left unattended.
- 36. Vendors must not affix** anything to the Site or mark or draw on any surface on the Site.

37. No third-party advertising may be displayed or worn.
38. Items being sold must be placed on decorative cloth or surface area – not directly on the ground or foot-steps.
39. Vendors are responsible for providing your own tables, seating, and any other equipment needed to operate your station.
40. Vendors shall not leave your stall under the supervision of person(s) under 16 years of age.
41. GVHA reserves the right to cancel the Ship Point Market in the case of inclement or unsafe weather conditions. In this case, vendors will be credited on a pro-rata basis for any fees paid and the credit may be used against future Ship Point Market fees.