



## 2018 Commercial Street Night Market Vendor / Info Booth / Food Truck Application

Please fill in all Vendor Information required and use the checklist below to ensure your application is complete. Read and agree to the Terms and Conditions. Sign, scan and submit your application to [info@nanaimochamber.bc.ca](mailto:info@nanaimochamber.bc.ca). For payment arrangements, call Carroll at 250-756-1191 ext. 3

### VENDOR INFORMATION:

BUSINESS NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

POSTAL CODE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

WEBSITE: \_\_\_\_\_

PHONE: \_\_\_\_\_ CELL: \_\_\_\_\_

DESCRIPTION OF GOODS: \_\_\_\_\_

### VENDOR FEE: (calculate total fees on last page)

Season Rate:	\$385.00 plus GST per vendor booth (\$404.25)
Drop-In Rate:	\$45.00 plus GST per vendor booth per day (\$47.25)
Downtown Merchants:	\$25.00 plus GST per day (\$26.25)
Non-Profit:	\$10.00 plus GST per vendor booth per day (\$10.50)
Food Trucks:	\$75.00 plus GST per day (\$78.75)

### CHECKLIST – I have included with my application:

- Copies of required Licenses (if applicable)
- Detailed list of products being sold
- Proof of Liability Insurance (if applicable)

## TERMS AND CONDITIONS

**Please carefully read the following and sign at the bottom.** *Greater Nanaimo Chamber of Commerce (hereinafter called “the Chamber”) acknowledges the following Terms and Conditions for applications made by vendors (hereinafter called “Vendor”) to the 2018 Commercial Street Night Market.*

### Application and Approval

1. All applications are subject to approval by the Greater Nanaimo Chamber of Commerce.
2. Storefront businesses located in the market area have first right of refusal and priority of site selection.
3. Applications must include a detailed description of ALL goods and services to be promoted in a site, and must complement each other, i.e. jewelry and clothing – jewelry and produce NOT permitted. The Chamber reserves the right to limit the total in each category and to decline anything deemed unfitting.
4. Goods NOT permitted: Secondhand or liquidation items, drugs, marijuana edibles or drug paraphernalia. The Chamber cannot accept applications from vendors with religious or political messaging.
5. You may be requested to provide photos of the products intended to be sold.
6. Massage therapists must provide a current insurance rider valid for the attending market dates.
7. Food vendors must abide by all current VIHA regulations and must provide a VIHA permit with current decal.
8. Commercial vendors must state the size of food truck, trailer, or cart on the application.
9. Standard tent sites are individually identified by a number marked to the curb. They are measured to fit a 10’ long X 10’ deep tent.
10. Drop-In vendors are assigned sites the day before the market only and payment will be expected prior to the market at the time of booking.
11. Vendors are **NOT PERMITTED** to change assigned sites.
12. The Site Coordinator reserves the right to reassign sites and relocate vendors as deemed necessary.

### REFUND AND CANCELLATION POLICY

13. The market is a rain or shine event. **NO** refunds or discounts will be given for poor weather conditions.
14. Full season vendors have until June 7 to cancel their booking. If a cancellation is made after June 7, a \$45 will be charged to the vendor.
15. Drop-in vendors are required to cancel no later than 1 week before their scheduled date.
16. If you do not appear at the event, you forfeit your fee for that night.

### ON-SITE SET-UP OPERATION

17. Unless advised otherwise, vendors are not to arrive for set-up earlier than 3:30pm or late than 4:30pm. Loading and unloading schedules will be provided.
18. For traffic control and safety reasons, unless assisted by a market attendant, DO NOT DRIVE A) through ANY road block after 5:00pm, (B) in the Market Zone between 5:00 and 9:00 pm, or C) through the market from the time the tents go up until closing time.
19. **Absolutely no early takedowns permitted.** Safety, and market integrity, are imperative and are jeopardized when vendors pack up and leave early. At the close of the market, first pack up your tent and belongings before going to get your vehicle, allowing 10-15 minutes after close for visitors to leave the market zone and fellow vendors to begin their pack up.
20. Notices/Signs are posted about NO PARKING after 2:00pm, the market cannot be held liable if the cars have not moved in time for set up.
21. When in need of assistance for any situation, call the Site Coordinator at 250-739-3698, or park near the market zone and find a market attendant/volunteer in a safety vest to assist.

## GENERAL POLICIES

22. Only the Site Coordinator have the discretion to close the market early or cancel it completely.
23. Vendors are expected to be respectful and considerate of all others in the market, at all times. Any vendor acting in an unsafe or disrespectful manner will be at risk of being banned from the market.
24. Vendors must provide their own tents, tables, chairs, power (generators), etc. Tents are optional but anchored tents with attachable walls are recommended for shelter from extreme weather conditions.
25. Vendors must keep all belongings within their site boundaries. Signs and belongings are not to block pedestrian traffic, or block the view of your neighbours' displays.
26. Vendors are responsible for the cleanliness of their sites and must remove all waste and litter.
27. Food Vendors: A.) appropriate sized litter and recycle bins must be made accessible to the public and will be strictly enforced. B.) Dumping of waste or leaking of fluids will not be tolerated.
28. Vendors must carry their own liability insurance.
29. The Chamber, its staff, and its volunteers will NOT be held responsible for injury to vendors, or damage/theft of vendors' property during any part of the Commercial Street Market event.
30. The market is a non-smoking area for vendors. 10 meters from the Market Zone is a required minimum for anyone who wishes to smoke.
31. Any vendor intending on using a generator for power at the market must advise the Site Coordinator in advance of the market. Only low noise impact generators will be permitted
32. Any vendor who does not comply with all of the terms and conditions of the Vendor Rental Agreement risks being refused or evicted at any time during the 2018.

**LEGAL RESPONSIBILITY**

1. Th Chamber carries event insurance and all necessary overall business licenses for this event. However, specialized vendors must, at their own expense, procure and maintain all permits, insurance and licenses required to comply with all laws and ordinances affecting the execution of their particular work. This may include food vendors, massage therapists, etc. The Chamber reserves the right to confirm validity of all permits and licenses and where they might be required.
2. The registered vendor shall be responsible for all damages, claims, charges and injuries, including all equipment, and agrees to indemnify and hold harmless the Nanaimo Chamber of Commerce and its members, organizers and staff from any such claims and charges including liability arising out of the concessionaires exhibit itself and the actions of the concessionaires employees and/or agents.
3. The Chamber will not be responsible for any items at booths and shall not be responsible for security of individual booths whether the exhibitors booth is staffed and open to the public or not, and shall not in any event be responsible for care and control of the exhibitors equipment and property or the equipment and property of third parties used by the exhibitor, all of which is the sole responsibility of the exhibitor throughout the Commercial Street Market.
4. The Vendor declares that it is an independent contractor and it is solely responsible for all acts or omissions of persons who work in the concession. The Vendor agrees that it shall not hold itself out as representing the Chamber at any time, and shall not contract or incur debt in the name of the Chamber.
5. The Vendor shall be entitled to retain for its own use any profits derived from the concession and shall be responsible for the purchase of the concessions inventory of supplies as well as for operating losses, if any.

**I agree to the Terms and Conditions as they appear in this document.**

In Consideration for the rights to operate a booth at the 2018 Downtown Night Market on the following dates:

- Entire Season
- Specific Date/s: \_\_\_\_\_

I, the following business/group/person \_\_\_\_\_

agrees to pay the Nanaimo Chamber of Commerce the sum of \$ \_\_\_\_\_ .  
(Total taken from Page 1)

**Name:** \_\_\_\_\_

**Date:** \_\_\_\_\_