



Morrisburg Waterfront Pop-Up Shop Agreement

Morrisburg Waterfront Pop Up Shop Vendor Agreement (the "Agreement") is between:

1. The Municipality of South Dundas; and
2. The _____, as indicated by the Company Name on the submitted Application.

WHEREAS, the Municipality of South Dundas is the Organizer of the Pop Shop Program.

WHEREAS, ' _____ ' is engaged in the business of Sale of Their Goods.

NOW, THEREFORE, it is agreed that:

PURPOSE. Municipality of South Dundas agrees to provide Vendor space to sell the Vendor's to sell goods at the Pop-Up Shop Village. The Vendor's use of the Pop-Up Shop Building is limited to the unit that is assigned and selected by Municipality of South Dundas and identified prior to the event in the assigned space below.

Pop Up Unit assigned: _____

Dates of Rental(s):

HOURS OF OPERATION. The Pop-Up Shop Program runs 7 days a week from 7:00am to 10:00pm.

MOVE IN AND TEAR DOWN. The Vendor shall move in not before 7:00am on the date of rental and the Vendor shall remove their items for sale no later than 10:30pm on the date of rental.

PAYMENT. Vendor is provided with the Pop-Up Shop Unit in exchange for the rental fee of \$25.00 per day and also the daily fee for liability insurance coverage (unless a certificate from their insurer is provided) to be paid upon signing this



Agreement. Both the rental fee and insurance fee (if applicable) are subject to HST. The Space Rental Fee is non-refundable.

RENTAL SPACE.

a) *Assignment of Space.* Vendor acknowledges that the location of the Pop-Up Shop as identified in the Pop-Up Shop assigned space identified in this agreement.

(b) There is no transfer, assignment, sublicensing, or subletting of the Pop-Up Unit to any third party in any form whatsoever. In addition, Vendor shall only market, display or sell their merchandise and not the merchandise of any third party without prior written approval from the Municipality of South Dundas. In addition to any other remedies or recourse that the Municipality of South Dundas may have hereunder or at law, if merchandise being displayed is determined to belong to a party other than the Vendor, without prior written approval from the Municipality of South Dundas, the Municipality shall be entitled to terminate the Vendor's rental and require that Vendor to immediately vacate the Space and leave the Market and/or terminate Vendor's rental for the season.

APPEARANCE. The Vendor is responsible for cleaning and maintaining the unit and the space around the unit to ensure that it presented in an organized and neat manner.

DISPLAYS AND SIGNS. The Vendor is permitted one (1) advertising sign to be placed by the rental unit for advertising purposes.

INSURANCE. The Vendor shall at their own expense prior to the occupancy of the Pop-Up Shop, obtain and maintain until the termination of the contract or otherwise stated, provide the Municipality with evidence of:

Commercial General Liability Insurance issued on an occurrence basis for an amount of not less than \$2,000,000. per occurrence / \$2,000,000. annual aggregate for any negligent acts or omissions by the Vendor relating to its obligations under this Agreement. Such insurance shall include, but is not limited to bodily injury and property damage including loss of use; personal injury; contractual liability; premises, property & operations; non-owned automobile; broad form property damage; owners & contractors protective; occurrence property damage; products & completed operations; employees as Additional Insured(s); contingent employers' liability; tenants' legal liability; cross liability and severability of interest clause



Such insurance shall add Municipality of South Dundas as Additional Insured and include a waiver of subrogation. This insurance shall be non-contributing with and apply as primary and not as excess of any insurance available to the Municipality.

If applicable, Automobile liability insurance with respect to owned or leased vehicles used directly or indirectly in the performance of the services covering liability for bodily injury, death and damage to property with a limit of not less than \$2,000,000. inclusive for each and every loss.

The Vendor shall keep their property / assets insured. Failure to do so shall not impose any liability on the Municipality.

Any and all deductibles applicable to the above-noted insurance policy shall be the sole responsibility of the Named Insured, and the Municipality shall bear no cost towards such deductibles.

The Municipality reserves the right to assess exposures and add additional insurance requirements were deemed necessary.

The Vendor shall provide the Municipality with a certificate of insurance evidencing coverage as noted above. Such policies shall not be cancelled, changed or lapsed unless the Insurer notifies the Municipality in writing at least thirty (30) days prior to the effective date of such cancellation, material change or lapse. The insurance policy will be in a form and with a company licensed to write business in the Province of Ontario and which are, in all respects, acceptable to the Municipality. The applicant remains responsible for maintaining the required insurance for the entire contract period.

INDEMNIFICATION. The Vendor shall defend, indemnify and save harmless the Municipality of South Dundas, their elected officials, officers, employees and volunteers from and against any and all claims, actions, losses, expenses, fines, costs (including legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury or to damage to or destruction of tangible property including loss of revenue arising out of or allegedly attributable to the negligence, acts, errors, omissions, whether willful or otherwise by the Vendor, their officers, employees, volunteers, invitees, guests or others who the Vendor is legally responsible. This indemnity shall be in addition to and not in lieu of any insurance to



be provided by the applicant in accordance with this agreement and shall survive this agreement.

ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Additional terms and conditions and other program details are outlined in Schedule 'A' of this agreement.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date and year first above written.

Vendor: _____ Date Signed: _____

Municipality: _____ Date Signed: _____



Schedule A

A **Pop-Up Shop** is a short-term rental space for small retailers, artisans, artists, or non-profit associations who are currently permitted to operate under Ontario reopening legislation, with certain exclusions. Commercial beauty products, food and beverage, resident garage sale, and personal care services such as massage therapy or hair styling are not permitted uses of the Pop-Up Shop program.

Pop-Up Shop Details and Accessories:

The Pop-Up Shop buildings measures 8' (w) x 8' (d) x 8' (h). Each rental unit will contain one (1) 3'x6' folding tables, two (2) plastic chairs and pegboard for display purposes. There are French doors on one end of each unit and a fold down serving window on the other end of the unit.

Please note that Pop-Up Shop Rentals do not include Internet or Power. It is up to each renter to determine how they will conduct customer transactions

Optional Tents: The use of one (1) 8'x8' pop-up tent is permitted per rental unit; however, the tent must be placed directly beside the Pop-Up Shop and not block any walking paths. Tents must be weighted down in each corner with a minimum of 10lb weights per corner.

Access to the Pop-Up Shop Sheds

The Pop-Up Shop Lock Box is located on the right side of each Pop-Up Shop. Open the lock box from the top downward, and you will see a keypad. We will provide you with a four-digit code to open the lock box and inside will be the key. Use the key to open the two pad locks on the front of the Pop-Up Shop. Once the pad locks have been removed, slide each latch and then you can roll up the door. Be sure to use the keypad four-digit code to re-lock the lock box.

Please note that Municipal staff will not be available to help set up/tear down. The renter is responsible for all garbage removal from their Pop-Up Shop location. No nails are permitted to be nailed into the walls of the Pop-Up Shop, please use the peg board that is provided instead. Nothing can be permanently affixed to the Pop-



The Municipality of
SOUTH DUNDAS

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Up Shop. If tape of any kind is used, it must be removed immediately after your rental.

A representative of the Municipality of South Dundas may in his/her sole discretion cancel this agreement where: the renter has not paid prior to their booking date; the renter agreement was transferred without approval of the department; the Pop-Up Shop is not being used for the purposes set out in the agreement; there is a breach of terms outlined in the agreement; or the Pop-Up Shop requires emergency repairs.