

Surrey Night Market Inc. VENDOR APPLICATION / CONTRACT 2016

The Surrey Night Market is a family friendly event which is open to the community to provide a showcase for foods, services and goods. As such, the standards governing the night market must be of a high level. Surrey Night Market and its representatives reserve the right to refuse space to and/or of anyone whose products, displays or conduct are not, in the opinion of the Surrey Night Market Management, compatible with the general character and objectives of the event. All decisions concerning allocation of space, the nature and mix of vendors, the acceptance or non-acceptance of application to be a vendor are within the sole discretion of Surrey Night Market Management.

INSTRUCTIONS:

- 1) PRINT clearly and complete all fields.
- 2) Each Vendor is required to have a valid City of Surrey Business Licence.
 - a. Please do not apply for a license until you have reserved and paid for your space and been added to the approved vendor list.
 - b. Surrey night market will apply for the vendor’s business license and the fees must be paid to Surrey night market.
- 3) Each **food** Vendor must also have a valid food permit.
 - All Vendors with annual permits from either Vancouver Coastal Health or Fraser Health (i.e. permitted food trucks, carts, trailers etc.) only need to fill out **Part ‘A’** of the Temporary Food Application Form and send it along with copies of your valid Operating Permit and Food Safe Certificates for any staff working at the Surrey Night Market to the Environmental Officer, **TODD STANAWAY** (Todd.Stanaway@fraserhealth.ca or telephone 604-897-2482)
 - Vendors with an Annual Food Permit not issued by Fraser Health or Vancouver Coastal are required to complete the Temporary Food Application Form in its entirety and the completed form along with the copies of the valid Food Permit and Food Safe Certificates must be submitted
 - Vendors without a valid Annual Food Permit (i.e. temporary food vendors) need to complete the Temporary Food Application Form in its entirety along with submitting copies of their Food Safe Certificates

NOTE: If you have an existing Fraser Health or Vancouver Coastal Health permit, you still need to apply to Fraser Health using the form attached and provide copies of your existing permits.

In cases where Food Permits may be delayed, Vendors can secure their location (pending approval) by providing a copy of their completed Vendor Application along with payment in full.

- 4) Return completed applications via email: surreynightmarket@gmail.com , info@surreynightmarket.com /or fax to 604-592-4144 /or delivered to #214 -12830 80 Avenue, Surrey, BC V3W 3A8 (YORK BUSINESS CENTRE). Office hours are weekdays from 10:00 am to 5:00 pm (please make an appointment to avoid waiting).
- 5) However, spots will only be confirmed once full payment and a security deposit has been received.
- 6) Payment will be accepted by **credit card, certified cheque or cash** only. Vendors should meet with sales staff in person to discuss any issues.
- 7) All cheques for payment and security deposit should be made in the name of: **Surrey Night Market Inc.**
- 8) All security deposits, less any assessed damages, will be returned no later than the second week of September, 2016.
- 9) A Valid Government issued Photo ID (preferably Driver's License) will be required at time of payment and sign off on this Agreement.
- 10) Vendors are responsible for their own insurance and food safety plans (where required).
- 11) All Vendors are encouraged to use environmentally friendly products.

Name of Applicant:	
Business Name as listed on License:	
Mailing Address:	
Business phone:	Fax:
Cell phone:	Email:
Describe your business / products / website:	

Terms and Conditions:

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General

1. This is a family friendly event and as such no offensive material, obscene material, nudity, or pornographic material is permitted.
2. No guns, weapons, or ammunition of any kind are permitted to be displayed or sold.
3. Surrey Night Market is a non-smoking event. Any staff of vendor caught smoking within the venue will incur a penalty of \$ 100 per offence for the vendor and will not be allowed to participate in the operations with immediate effect.
4. No counterfeit, contraband, stolen, refurbished or used items are permitted to be sold at the Surrey Night Market. Vendors may be required to provide receipts or paperwork to prove authenticity/ownership for items they sell.
5. The Surrey Night Market Inc. does not permit the selling of any live animals or endangered species products of any description.
6. No alcohol products or drugs paraphernalia are permitted to be sold or given away.
7. No games of chance or gambling are permitted at the event as per BC Lottery Commission guidelines.
8. Promotional material may be given out but only if related to the Vendor's primary business on site.
9. Vendors are responsible for their own financial transactions.
10. All bulbs must be CFL or fluorescent or LED. Incandescent bulbs or halogen lamps are not permitted. Only **OUTDOOR** rated fixtures will be accepted. Power for lighting will be supplied to each tent.
11. Vendors agree to allow Surrey Night Market Inc. to use any pictures of staff, images and messages from their booth for promotional purposes on any media.

Tent and Location

12. A 3m X 3m tent will be provided to all vendors. It is the vendor's responsibility to ensure that all poles, tarpaulins, signs, display materials, merchandise and any other items be adequately secured at all times in such a manner to avoid causing any injury or damage to persons or property under any type of weather conditions.
13. Vendors are responsible for the safeguarding of their own material. The Surrey Night Market Inc. does not take any responsibility for Vendor property before, during or after the event.
14. Vendors must remain in their designated location unless permitted by Surrey Night Market management (a relocation fee will be charged).
15. Every Vendors should have a proper Banner
16. Vendors must ensure the operation of their business does not interfere with other Vendors or customers (excessive smoke or odours or line-ups).
17. Vendors are responsible for their own tables, chairs and display counters inside their tents.
18. Each Vendor must clearly display their booth number and health certificate in clear view to customers to operate.

Initial Set up

19. Vendors will get access to the site on the morning of **May 31st** to set up their equipment (lighting, banners, display counters, install equipment and tables).
20. Food vendors **must be present** on site to get their approval from Fraser Health Services

Regular Operations

21. Vendors will not be permitted to enter the venue for set up after 4:30 pm. All vehicles must leave the venue by 5 pm and park at the designated parking areas. Any vendor violating these directions will incur a fine of \$ 100 per violation. Second violation will incur a fine of \$200 and third violation will lead to expulsion from the event and **all remaining rent and security deposit will be forfeited.**
22. Surrey Night Market will operate from **June 03, 2015** to **August 14, 2016** every Friday, Saturday from 6:00 pm to 11:00 pm. and Sunday 5:00 pm to 10:00 pm
23. **Vendors must keep their booth open for business for each day that they have registered for.** A penalty equal to one day's rent will be collected from any vendor for skipping each registered day before allowing them back into the market. More than two days of absence will lead to expulsion from the event and **all remaining rent and security deposit will be forfeited.**

Garbage Disposal

24. Garbage bins at site are for customer use only.
25. Vendors are responsible and required to remove their own garbage off-site. Cardboards, Organics, Garbage & Oil should go in designated bins. No dumping of leftover products or packaging materials into customer garbage bins.
26. Cooking oil disposal container will be available on site. Vendors must dispose off cooking oil in the designated container. Any vendor caught disposing off the cooking oil in customer garbage bins will be removed from the site immediately and **all remaining rent and security deposit will be forfeited.**

Food Vendors

27. Food Vendors may be limited to a maximum of 5 different items on their menu.
28. Each food Vendor is responsible to maintain their own behind the counter garbage and a fire extinguisher that is appropriate to their equipment.
29. Safe food handling practices are to be used at all times.
30. Open flames, candles and fireworks are prohibited on site.
31. Only gas fryers, grills and stoves are permitted. Vendors are responsible for their own gas supply.
32. Heaters are not permitted to be plugged into onsite power sources.
33. Power to operate lighting for the tent, one refrigerator or freezer and one pre-approved small appliance will be supplied to the tent to a maximum of **20 Amps**. Vendors are responsible for their own ground (three plug) extension cords and power bars that are CSA approved. Only 3 pronged CORD ENDS will be accepted. Additional Power up to another **20 Amps** may be provided to full season vendors for advance payment of \$20 per day (\$1,020 + taxes) and supply of approved cable. Electrical connections will be regularly inspected by organizers, site electrician, and City Inspector. Use of any unapproved bulbs, cables, extension cords, fixtures, or appliances will lead to expulsion from the event and **all remaining rent and security deposit will be forfeited.**

Liability:

34. Any violation of any terms and conditions will lead to eviction from the site and the location space will be reclaimed and will be rented to another Vendor. The decision of the Surrey Night Market management will be final.
35. Surrey Night Market Inc. will not be responsible or liable for any loss of food or merchandise because of power outages, theft, vandalism or weather conditions.
36. Surrey Night Market Inc. or Cloverdale Exhibition Grounds is not responsible for any break-in, theft or damage to your vehicle while parked at the premises.
37. By participating in the Surrey Night Market, the vendor agrees to release, discharge, hold harmless and forever acquit Surrey Night Market Inc. and their officers, agents, representatives and employees from any and all actions, causes of actions, claims, or any liabilities whatsoever, known or unknown, now existing or which may arise in the future, on account of or in any way related to, or arising out of, participation in the night market, including but not restricted to any loss, damage, injury or expense. Further, the vendor assumes all liabilities for his/her employee(s), helper(s), or any accompanying non-participant(s).
38. No funds will be refunded, in case of vendor discontinuation prior to the start day or during the event.

Surrey Night Market Inc. Reserves the right to exclude any Vendor, including if they are not paid for in full prior to the site becoming fully

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rented. Full payment must be received at time of this application submission and site selection will be prioritized accordingly on a "first come, first served basis". Once full payment is received, the location will be considered reserved, excluding food trucks and food carts (they may be subject to change in location weekly depending on security and site requirements). Vendors are responsible for any legal fees incurred by Surrey Night Market Inc. as a result of collection of overdue accounts or site damage caused by the Vendor. Efforts will be made by Surrey Night Market Inc. to ensure site security, advertising and promotion during the event. All Vendors are responsible for their own insurance. Surrey Night Market Inc. reserves all rights over promotional material and images to advertise Vendors and this event.

SPACE RENTAL: Early bird rates in effect up to November 30, 2015. **(You can also pay for and secure additional spots)**

FOOD VENDOR and FOOD TRUCK RATES - Season rate is for 13 weeks. A refundable security deposit of \$500 is required with each application

Full Season Rates based on 13 weeks occupancy

- _____ Corner 3m X 3m canopy tent: \$150 / day (season 32 days) = \$4800 plus tax + \$500 (security deposit)
- _____ Standard 3m X 3m canopy tent: \$125 / day (season 32 days) = \$4000 plus tax + \$500 (security deposit)
- _____ Food Trucks & Food Carts under 12': \$125 / day (season 32 days) = \$4000 plus tax + \$500 (security deposit)
- _____ Food Trucks & Food Carts over 12': \$150 / day (season 32 days) = \$4800 plus tax + \$500 (security deposit)

NON-FOOD / MERCHANDISE VENDOR RATES - Season rate for 13 weeks. A refundable security deposit of \$250 is required with each application

Full Season Rates based on 13 weeks occupancy

- _____ Corner 3m X 3m canopy tent: \$70/ day (season 32 days) = \$2240 plus tax + \$250 (security deposit)
- _____ Standard 3m X 3m canopy tent: \$60 / day (season 32 days) = \$1920 plus tax + \$250 (security deposit)

(The management of Surrey Night Market reserves the right to change these rates. Additional terms & conditions may be added, if required by any City of Surrey Department)

Booking for:
 Food Vendor _____ Food Cart _____ Food Truck _____ Non-Food Vendor _____ Need Extra Power _____
 Rent _____ Extra Power _____ Tax _____ Security Deposit _____ Total _____

I have read and understood the terms and conditions listed above and agree with them. (Initial) _____

Name:	Signature:	Date:
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FOR OFFICE USE ONLY		
Date Received:	Date Payment Received:	Method and amount of payment: __ CASH __ CHEQUE# __ Credit Card (VISA /MC /AMEX / _____) Card #: _____ Exp: __/__/____ Code: _____ Type of Picture ID: _____
File #:	Notes:	
Approved: YES _____ NO _____	Food Truck / Cart Number as per site map:	Tent Booth Number as per site map: Food: Non-Food:
Accepting / Approving Surrey Night Market Staff	Name: _____	Signature: _____