



THE DOWNTOWN WINDSOR BUSINESS IMPROVEMENT ASSOCIATION
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DOWNTOWNWINDSOR.CA
519-252-5723

2023 Arts Fair
VENDOR INDEMNITY WAIVER & POLICY DETAILS AGREEMENT

Date: _____

Vendor's Legal Name ("Releasor"): _____ **(PRINT PLEASE)**

PLEASE READ CAREFULLY BEFORE SIGNING AT THE BOTTOM

To: The Downtown Windsor Business Association (hereinafter the "DWBIA"), its employees and authorized actors of the DWBIA, and the City of Windsor (collectively the "Released Parties")

As a Releasor, I fully understand and agree to the following terms:

Assumption of Risks: Participation in the 2023 Arts Fair involves various risks, dangers and hazards, which all Vendors are required to assume. The Releasor hereby freely accepts and fully assumes all such risks, dangers and hazards and the possibility of personal injury, bodily injury, death, and property loss resulting from participation.

Release: In consideration of being granted permission to participate in the Arts Fair, the Releasor hereby for itself, its heirs, executors, administrators, or any others who may claim on its behalf, covenant not to sue, and hereby waive, release and discharge the DWBIA and Released Parties from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of the Releasor's participation.

Indemnity: In consideration of being granted permission to participate in the Arts Fair, the Releasor agrees to hold harmless and indemnify the DWBIA and Released Parties from any and all liability, loss, claims, demands, costs and expenses, including reasonable legal fees, due to any personal injury, illness, loss of life or property damage arising from the Releasor's participation as a Vendor in the Arts Fair.

Rules: The Releasor agrees to comply with all rules, instructions, and directions of the DWBIA staff and representatives, and as outlined in the Arts Fair Policies herein. The Releasor understands and agrees that a failure to comply with the Rules will result in his/her participation in the Arts Fair being terminated with immediate effect and that he/she may be required to remove him/herself forthwith from the Arts Fair.

Consent to Use: In consideration of being granted permission to participate in the Arts Fair, the Releasor grants the DWBIA, and anyone it may authorize, its consent to use its likeness, voice, words, or any other representation, as well as any works it may furnish [collectively the "Works"] in television, radio, film, print, electronically or in any other form, and the right to reproduce, display, distribute, and record the same, to promote the DWBIA and Arts Fair, and any other future promotions as may be determined by the DWBIA. The Works may or may not identify the Releasor as the subject and/or owner, and the Releasor waives any rights that it may have to inspect or give its approval to the Works.

Personal Items: The Releasor is fully responsible for their own personal items during the Arts Fair, including but not limited to any equipment, materials, or personal effects that they may use in the course of their Participation and the DWBIA and Released Parties shall not be liable for any loss of or damage to the same.

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Vendor Policy Agreement

In addition to exhibiting and/or selling their works/products/services, the City of Windsor requires all vendors participating at the Arts Fair, Open Streets, to also include a participatory activity. This could be a demonstration, chalk drawing, colouring-in sheets, take-away etc.

Vendor Space: All Vendors must:

1. Provide Table/s for product.
2. Manage the space around their Site within COVID 19 Protocols (including line up, social distancing)
3. Bring own COVID 19 protocol supplies (masks, sanitizer, etc.).
4. Comply with the Arts Fair's pricing and product information regulations (see Signage for further information)
5. Be in their assigned space by 9:30AM or they will forfeit their space, and no refunds will be issued.
6. Not resell their space. Once a space is paid for, no refunds will be honoured.
7. Remain onsite for the entire duration of the Market. Exiting early is not permitted.
8. Maintain the cleanliness of their booths and of the area directly in front of their booths.
9. Must remove all of their garbage, boxes and other debris from the site, and leave the space in the same condition as when they arrived.
10. Keep all of their products, merchandise, possessions etc. within the boundaries of their assigned space.
11. Not play music, use stereos etc., and are encouraged to minimize noise so as not to disturb other vendors and visitors.
12. Smoking is prohibited at the site, as is the consumption or possession of alcoholic beverages and controlled substances.
13. **Not sell the following items:**
 - Food, alcoholic and/or non-alcoholic beverages, candy, gum., etc.
 - Weapons and fireworks of any kind
 - Chemicals

Due to the family atmosphere of the event, the management reserves the right to reasonably restrict the sale or display of any items in order to maintain a proper moral and wholesome environment.

Location: Each approximate 10 x10 space is numbered on the pavement/ground. Vendors will be assigned a location by number. When possible, each Vendor’s location is kept permanent based on the following guidelines:

1. The General Manager of the Arts Fair or other authorized employees of the DWBIA, from time to time, will have reason to adjust Vendor locations. Additionally, municipal authorities, from time to time, have reasons to adjust their policies. All Vendor locations and approvals are subject to change due to changing environmental considerations or safety—without warning or advance notice.
2. Load in time is between 9-10AM. All Vendor vehicles SHALL be off site by 10AM at THE INSTRUCTION OF MARKET STAFF AND VOLUNTEERS.
3. Load out time is between 2-3PM. All Vendors and Vendor vehicles SHALL be off site by 3PM at THE INSTRUCTION OF MARKET STAFF AND VOLUNTEERS.
4. Vendors are responsible for their own parking. Please note that parking is **FREE** on Sundays at on-street meters only.

Signage: All prices must be clearly marked and displayed prominently. Prices should not be altered during the day unless through verbal negotiation with customers. Signage and vendor presentation is very important. All Vendors should strive for an attractive public appearance. Arts Fair provided COVID-19 precautionary signage should be displayed.

At the DWBIA’s sole discretion, signage or messaging which is inappropriate, offensive, or otherwise brings the reputation of the Arts Fair into disrepute will not be permitted. The DWBIA and/or authorized employees of the DWBIA maintain the right at any time to instruct a vendor to remove signage determined to go against this policy, and reserve the right to remove a Vendor who fails to comply with the above.

Vendors who do not comply with the above will be unable to participate/sell their wares at the Arts Fair.

At their discretion, the General Manager and the DWBIA may deny further access to the Market to any individual or organization unable to comply with the above rules. As stated above, local Not For Profit organizations who are members of the DWBIA may be allowed to participate in the Market in order to promote special events or conduct fundraising activities at the full discretion of the General Manager and/or the DWBIA; however, all such activities are to be confined to areas within the Market as designated by the General Manager and/or the DWBIA. Failure to abide by this will result in the Vendors’ forfeiture of their spot.

I AM AWARE OF THE NATURE AND EFFECT OF ALL TERMS AND POLICIES ABOVE, AND VOLUNTARILY AGREE TO ABIDE BY ALL TERMS ENCLOSED IN THIS AGREEMENT. I AM AWARE OF THE NATURE AND EFFECT OF THIS ASSUMPTION OF RISKS, RELEASE, AND INDEMNITY AND FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I/THE VENDOR HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I HAVE REVIEWED AND UNDERSTOOD THE WAIVER AND ALL TERMS OF THIS AGREEMENT.

Signature of Releasor

Print Name (Clearly)

Date