

**Your Local Farmers Market Society
dba Vancouver Farmers Markets
1316 Grant Street, Vancouver, BC V5L 2X5**

LOCATION LICENSE AGREEMENT

1. This License Agreement (the “**Agreement**”) is between Your Local Farmers Market Society (the “**Society**”) and myself as Vendor (the “**Vendor**”).
2. Provided the Vendor fulfills and abides by the terms, covenants, warranties, conditions and representations contained in this License Agreement and complies with the policies and procedures of the Society attached hereto (collectively, the “**Policies**”), permission is granted and certain rights are hereby licensed to the Vendor by the Society to enter upon, exit from and use a portion of the property, premises and facilities, the location of which is described as:
 - (a) John Hendry Park North Parking Lot, off 13th Ave alley, between Lakewood Drive and Templeton Drive and/or
 - (b) Nelson Park, 1100 Comox Street and/or
 - (c) Thornton Park, 1100 block of Station Street and/or
 - (d) Kitsilano Community Centre Parking Lot, 2690 Larch Street between 10th and 12th and/or
 - (e) 2300 Block of Guelph Street at Mt Pleasant Elementary and/or
 - (f) Queen Elizabeth Theatre, 650 Hamilton Street and/or
 - (g) Hastings Park, 2901 East Hastings Street and/or
 - (h) Nat Bailey Stadium, 4601 Ontario Street and/or
 - (i) Riley Park, 50 E 30th Avenue

(Individually or collectively referred to as the “**Property**”) for the purpose of vending certain goods (the “**Goods**”) that are described in the letter of acceptance attached hereto (the “**Acceptance Letter**”) at a market (the “**Market**”) organized and operated by the Society.
3. The Policies form part of this Agreement.
4. The Vendor may vend the Goods at the Market in a stall space allotted to the Vendor (the “**Stall**”) on those days between May 2019 and April 2020 that are set out in the Acceptance Letter (the “**Market Day(s)**”).
5. In consideration of the Society’s permission to use the Stall on the Property, the Vendor hereby agrees to pay to the Society the fee identified on the invoice plus GST for each stall on each Market Day that the Vendor uses the Stall (the “**License Fee**”).
6. Complete payment of the License Fee will be due within 15 days of receipt of the invoice. In the event that the Society does not receive the Vendor’s payment in a timely manner, the Society shall have the right to offer the Stall to another vendor.
7. The Vendor may park necessary vehicles only and place reasonably necessary equipment and the Goods (all of which are subject to the Policies) in and on the Stall on the Property, and the Vendor agrees to remove the same at the end of each Market Day in compliance with the Policies and shall leave the Stall and the Property in as good condition as when received, reasonable wear and tear from uses permitted herein excepted.
8. The Vendor agrees to use reasonable care to prevent damage to the Property while vending the Goods and licensing the Stall from the Society, and will indemnify the Society and hold the Society harmless from and against any claims and demands arising out of or based upon personal injuries, death or property damage resulting directly from any act by the Vendor in connection with the Vendor’s use of the Stall and or the Property and the activities described in this Agreement, the Policies or the Acceptance Letter. The Vendor

agrees that the Stall and the Property are accepted "as is" and are to be used by the Vendor entirely at the Vendor's own risk.

- 9. The Vendor represents and warrants that he/she/it:
 - (a) has the full power and authority to execute this Agreement and that no other permissions, authorizations or payments of any kind are necessary in order for the Vendor to sell the Goods at the Market as set out herein;
 - (b) has read and understands the provisions of this Agreement and all of the Policies and agrees to comply with all of the terms, covenants, warranties, conditions and representations of this Agreement and the Policies and that any replacement representative(s) of the Vendor at the Market shall read through and understand this Agreement and the Policies and shall comply with the terms, covenants, warranties, conditions and representations thereof; and
 - (c) the Stall and the Property shall not be used by the Vendor for any purpose or in any manner other than as set out in this Agreement and the Acceptance Letter or in any way that conflicts with the terms of the Policies.
- 10. In the event that the Vendor does not comply with any or all of the terms, covenants, warranties, conditions and representations of this Agreement and/or the Policies, the Society may prohibit the Vendor from licensing the Stall from the Society and vending the Goods at the Market and shall have the right to require the Vendor to leave the Market, and the Society will be entitled to pursue any remedy available to it at law.
- 11. In the event that a Vendor is unable to attend a Market Day as a vendor, the Society may refund the License fee for such Market Day under the terms and conditions set out in the Policies.
- 12. The Vendor shall not have the right to assign this Agreement, in whole or in part, at any time, to any person or entity, or any portion thereof.
- 13. This Agreement shall be governed by the laws of the Province of British Columbia.
- 14. This is a complete and binding agreement between the Society and the Vendor, which supersedes all prior understandings and communications with respect to the subject matter hereof.

**ACCEPTED AND AGREED:
The Vendor**

By: _____

By: Randy Elliott

Signature



Dated: _____, 2019

ACCEPTED AND AGREED:

Authorized Signatory

Your Local Farmers Market Society

Dated: January 22, 2019

Vendor's Mailing Address: _____

Vendor's Telephone Number: _____