

BOOTH LICENSE AGREEMENT

(2003)

- 1 The Vendor agrees to pay the monthly Booth Fee on or prior to the first Sunday of each month, failing which this agreement may be terminated by the Management. Any monies paid to the Management are not refundable under any circumstances whatsoever and whether or not the Market is open for business. If the Market is not held due to any reason, including fire, strikes, or acts of God, the Management shall not be liable to the Vendor for any loss whatsoever. If requested, the Vendor will provide post-dated cheques for a 12 month period. It be understood that should the Vendor elect to give up his/her space on 30 days notice, uncashed cheques will be returned to Vendor.**
- 2 The Management may designate a Booth, to be used by the Vendor solely in connection with the operation of the Vendor's business and the sale of those items or services as listed in the application, as approved by the Management. All of the Vendor's activities are to be restricted to the Booth. The Management, may, at its sole discretion and without prior notice, limit and/or reject any Vendor, any merchandise and/or any service, for any reason whatsoever. There will be no outside sales or storage.**
- 3 The Management may, at its sole discretion, and without prior notice, redesignate or change any Booth as it deems necessary, assign any or another Booth to any Vendor, or relocate any Vendor to another Booth.**
- 4 The Vendor agrees to abide by all rules and regulations that govern the Market, and as may be added to or amended from time to time, including rules relating to the hours of operation by the Vendor, booth set-up and dismantling time, display and sales times, vacating times and designated parking areas.**
- 5 The Vendor covenants and agrees to indemnify the Management and save it harmless from and against any and all loss, claims, actions damages liability and expense in connection with loss of life, personal injury, damage to the Market and the building and building surfaces housing the Market or to property or any other loss or injury whatsoever arising from or out of this agreement, or any occurrence in, upon or at the Booth, or at the Market, wholly or in part by any act or omission of the Vendor or any one permitted to be in the Booth by the Vendor. The Management shall not be liable for any death, or injury arising from or out of any occurrence in, upon, at or relating to the Booth, or damage to the property of the Vendor or others located in or on the Booth, nor shall it be responsible for any loss of or damage to any property of the Vendor or others from any cause whatsoever, whether or not any such death, injury, loss or damage results from the negligence of the Management, its agents, servants or employees or other persons for whom it may in law be responsible. The Management shall not be liable for any such damage caused by any other licensees or persons or occupants of any adjacent area.**
- 6 The Vendor, at its own expense, agrees to obtain all licenses, permits and regulations of any governmental, municipal and/or regulatory body and further agrees to conduct its affairs in strict conformity with the law and in such a manner as not to bring any disrepute on the Management, its employees and customers.**
- 7 This agreement is not transferable or assignable. The Vendor shall not sub-license the Booth.**
- 8 The Management may in its sole discretion, at any time and without prior notice, terminate this agreement for any reason whatsoever. Upon any such termination, the Management may forthwith have the Vendor and its goods removed from the Booth and the Market. The Vendor shall upon any such termination, immediately vacate the Booth and the Market and the Management shall not be liable in damages or otherwise by reason of such termination or removal nor shall the Management be required to refund any fees, deposits or other monies paid by the Vendor to the Management unless such refund has been agreed to in writing by Management.**
- 9 This application once accepted in writing by the Management, shall constitute a binding license agreement between the parties. The Vendor acknowledges receipt of a copy of this license agreement and of having read and reviewed same and agrees to be bound by the terms hereof.**