

## **AGREEMENT**

### **BETWEEN:**

#### **THE CORPORATION OF THE TOWN OF WASAGA BEACH**

Hereinafter called the "Town" of the First Part

-and-

#### **THE WASAGA BEACH FARMERS' MARKET**

Hereinafter referred to as "Operator" of the Second Part

**WHEREAS** the Town of Wasaga Beach is the owner of the RecPlex Community Centre Parking Lot;

**AND WHEREAS** the Operator wishes to operate the Wasaga Beach Farmers' Market out of this area;

**NOW THEREFORE** this Agreement witnesses that the parties agree here to as follows:

### **TOWN'S RESPONSIBILITIES**

The Town's responsibilities will be as follows:

- (a) The Town agrees to provide the space at the RecPlex Community Centre Parking Lot as indicated on Appendix "A" to this Agreement for use as a Farmers' Market between the hours of 1:00 p.m. and 8:00 p.m. Tuesday only, including set-up, take-down and clean-up, from June 1<sup>st</sup> until Thanksgiving.

### **THE OPERATOR'S RESPONSIBILITIES**

The Operator's responsibilities are as follows:

- a) To designate two (2) people to be responsible for the operation of the Wasaga Beach Farmers' Market. The Operators shall be responsible for the operation and management of the Farmers' Market including: vendor recruitment, market logistics, market administration and marketing and advertising.
- b) To ensure that at least one of the designated representatives of the Farmers' Market is present during each market day. In the event neither designated representative is available, an alternate must be assigned, and the Town staff must be informed of the alternate's name and contact information prior to the market day.
- c) To provide the Town with an Insurance Certificate naming the Town as an additional insured with a minimum of \$5,000,000.00 commercial liability coverage in advance of the anticipated start date. It shall be the Operator's responsibility to make the necessary arrangements to provide this Insurance Certificate to the Town.

- d) To ensure that all certificates of approval that may be required from various agencies such as the Simcoe Muskoka District Health Unit have been obtained for market vendors. A copy of all Health Unit permits must be displayed at the farmers' market and to the Town for their records prior to a vendor's arrival at the Wasaga Beach Farmers' Market site.
- e) To ensure that all vendors are located within the approved area shown on Appendix "A". It shall be the responsibility of the Operators to relocate within the approved area, any vendors who set up, or attempt to set up, their booth outside the approved area. In addition, the Operators shall ensure that there are no vehicles parked in the approved area shown as Appendix "A" during the event hours.
- f) To provide the Town with a financial statement at the beginning of each market season and another at the end of the market season. The initial statement should outline the planned budget and anticipated expenses, while the final statement should summarize actual revenue and expenditures for the season.
- g) To ensure that the Operator is aware of the number of booths that they have registered each week, and ensure that the Market only takes up the necessary amount of parking needed week to week.
- h) To not permit live animal sales of any kind, with or without compensation. In the event that a vendor sells or gives away or attempts to sell or give away any live animals, the Operators shall immediately advise the vendor to cease the prohibited activity.
- i) To not permit cooking of any type in the designated Wasaga Beach Farmers' Market area without the proper permits and approvals including but not limited to Health Unit, Fire Department and licensing. In the event that a vendor cooks or attempts to cook any food without permits or permission, the Operators shall immediately advise the vendor to cease the prohibited activity.
- j) To ensure that there are no unauthorized food trucks at the event without the proper permits and approvals including but not limited to Health Unit, Fire Department and municipal licensing.
- k) To only operate within the designated hours, unless an exception is approved by the Town. The Operators shall ensure that the site is cleaned up and returned to its previous state within two hours of its permitted use.
- l) With prior approval, the Wasaga Beach Farmers' Market may erect temporary signage to advertise the market hours and location on Town owned land subject to any restrictions under the Municipal Sign By-law and the Ontario Building Code. The signs will be professionally designed and manufactured to promote the Wasaga Beach Farmers' Market.

- m) To collaborate with Town staff, ensuring alignment of the Farmers' Market with other concurring Town-approved programming at Oakview Woods Park and the RecPlex. The Operator shall participate in planning discussions as needed to facilitate a smooth flow of events and maximize community engagement.
- n) To adhere to all municipal by-laws.

### **TERM OF AGREEMENT**

- a) Termination of the Agreement will take place at the end of the 2026 market season. In the event that the Operator wishes to renew the Agreement, the Operators shall submit a request in writing, prior to the termination of the Agreement indicating their desire to return for an additional four (4) years.
- b) In the event that the Operator does not submit this request, the Town may enter into an Agreement with another party for the next season and the Wasaga Beach Farmers' Market use may be discontinued without notice.
- c) The length of Agreement is two (2) years, with an option to renew for four (4) additional years, if both parties are in agreement.
- d) The Town reserves the right to cancel the Wasaga Beach Farmers' Market operation for public health, safety or security reasons following the procedure in the next paragraph. No liability will be incurred by the Town of Wasaga Beach, its agents or employees, by reason of such cancellation.
- e) In order to access the RecPlex Community Centre Parking Lot, the Renter shall sign the attached Assumption of Risk and Waiver found in Appendix "B", and shall thereby indemnify and hold harmless the Representatives (as therein defined) from all Claims (as therein defined) both on Renter's own behalf, and on behalf of all of its instructors, invitees, members, and attendees (sometimes referred to hereinafter as "my group").
- f) In order to access the RecPlex Community Centre Parking Lot, the Operator shall sign the appended Assumption of Risk and Waiver found in Appendix "B", and shall thereby indemnify and hold harmless the Representatives (as therein defined) from all Claims (as therein defined) both on Operator's own behalf, and on behalf of all of its vendors, invitees, members, and attendees (sometimes referred to hereinafter as "participants").
- g) Agreement may be terminated by either party with thirty (30) days' notice in writing given to the representatives of the other party.

### **DISPUTE RESOLUTION**

- a) In case of a dispute between the Town and the Operator, the CAO and/or the Economic Development Officer will convene a meeting between two representatives of the Town

and two representatives of the Wasaga Beach Farmers' Market to identify, discuss and come to a fair and amicable solution to the dispute. In the event that a mutually agreeable solution cannot be reached, Council will be the final arbitrator and its decision shall be final.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

The Corporation of the  
Town of Wasaga Beach

\_\_\_\_\_  
Brian Smith, Mayor

\_\_\_\_\_  
Nicole Rubli, Clerk

We have the authority to bind the Committee

Wasaga Beach Farmers' Market

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Anthony Butcher,  
President

\_\_\_\_\_  
Witness

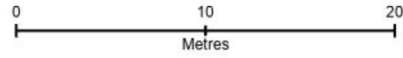
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Shawn Bell,  
Vice-President



# 2024 Farmers Market

## Appendix "A" - Site Plan

Town of Wasaga Beach



### Legend

- Farmers Market Area
- Vendors (10x10 ft)



Appendix “B” – Assumption of Risk and Waiver

**ASSUMPTION OF RISK AND WAIVER**

**PLEASE READ CAREFULLY:**

**1. ACKNOWLEDGMENT OF INHERENT RISK BY ATTENDANCE AT THE RECPLEX COMMUNITY CENTRE**

I understand that participation in a farmers’ market or any other activity occurring at the RecPlex Community Centre is voluntary, and involves inherent risk during participation, including the risk of possible accidents, physical injury, **or exposure to the COVID-19 virus or other infections or infectious diseases** as a result of attendance at the RecPlex Community Centre. On my own behalf, and on behalf of my group, I freely accept and fully assume all such risks, dangers and hazards, including but not limited to personal injury, disease transmission, death, property damage or loss, resulting from my attendance and/or participation.

**2. WAIVER**

I do for myself (and all members of my group), and our respective heirs, executors, administrators, successors and assigns, hereby waive, release, and forever discharge the Corporation of the Town of Wasaga Beach, their Councillors, Officers, partners, agents, employees, servants, representatives, volunteers, officials, successors and assigns (the “Representatives”) of and from any actions, causes of action, complaints, demands and claims or any recourse whatsoever (“Claims”) that I have or may have in the future in any way connected with my (or any member of my group’s) participation in the activity contemplated herein, whether in law or in equity, in respect of personal injury, illness or disease transmission, loss of life, or property damage of any kind or nature, and I do hereby discharge the Representatives from any such liability. This includes negligence, breach of contract or breach of any statutory or other duty of care.

**3. INDEMNIFICATION**

I further agree to fully indemnify and defend the Representatives, including all related costs and expenses, and against any loss, costs, damages, or expenses which the Representatives may sustain, suffer, incur, or be liable for resulting from, arising from, or in any way related to my (or any member of my group’s) participation in the activity. I also agree and undertake not to make any claim or take any proceedings against the Representatives set out above, or any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise from the Representatives set out above.

#### 4. SEVERABILITY

The provisions of this Assumption of Risk and Waiver shall be deemed severable and if any provision or portion thereof is held invalid, illegal or unenforceable for any reason, the remainder shall not thereby be invalidated, but shall remain in full force and effect.

**Acknowledgement:** I am aware of the nature and effect of this Assumption of Risk and Waiver and I fully understand all of the terms and conditions above. I understand that I have given up substantial rights by signing this Assumption of Risk and Waiver and I am signing it freely and voluntarily without inducement on my own behalf and on behalf of all members of my group.

**Operator's Name:**

Operator's Signature: \_\_\_\_\_

Date (DD/MM/YYYY): \_\_\_\_ / \_\_\_\_ / \_\_\_\_