



Vendor Contract TMCO Virtual Artisan MRKT

Between: Toronto Market Company Inc., incorporated under the laws of the Province of Ontario, on the first part and The Vendor on the second part.

- I. This Vendor Contract along with the Terms and Conditions attached hereto as Schedule "A" shall be considered the entire Vendor Contract for the Toronto Market Co. Virtual MRKT.
- II. I/We hereby agree to all of the terms and conditions as set out in the Vendor Contract.
- III. Toronto Market Co. will sell your items on your behalf on the Toronto Market Co. Virtual MRKT website (the "Event") at www.torontomarket.co. The fee for any sales of your products made on the Toronto Market Co. Virtual MRKT website will be the agreed-upon wholesale price of the items sold (the "Fee"). The Fee is subject to HST.
- IV. I/We are responsible for fulfilling all items purchased on the Toronto Market Co. Virtual MRKT platform in a timely manner and in advance of the cut off time for the respective market cycle. I/We understand that I will receive an itemized order list and will be responsible for delivering all of the items to the pick-up location(s) regardless of the order quantity.
- V. I/We understand that violations of the Vendor Contract shall not only affect my/our right to exhibit at the Event but may disqualify me/us from participation in future events.
- VI. I/We understand that Toronto Market Company, Inc. reserves the right to reject any and all applications at any time for any reason or no reason at all, to reclaim, re-allot or offer any space and have any of your representatives removed from the property for failure to conform to the Terms and Conditions associated with this Vendor Contract.
- VII. I/We understand that it is my responsibility to obtain and maintain appropriate insurance in accordance with the terms outlined in section 5 of Schedule A this Vendor Agreement.
- VIII. I am/we are obligated to accept the terms of this Vendor Contract. Failing this I/we understand the Vendor Contract will be null and void and participation will not be permitted.

Acceptance of this application binds me/us to the terms outlined above. I/We acknowledge receipt of a copy of the Vendor Contract, including Schedule A.

I understand that by signing below I will automatically receive information about the Toronto Market Company Inc. services or events by fax, regular mail, email or phone.

***To be agreed and accepted using online application form on the date of
the form submission.***

SCHEDULE A TO VENDOR CONTRACT
TERMS & CONDITIONS FOR PARTICIPATING VENDORS AT
TORONTO MARKET CO.'S 2020 VIRTUAL ARTISAN MRKT

These terms and conditions set out the terms of the relationship between vendors (referred herein as "you") and Toronto Market Company Inc. (referred to herein as "we" and "us") during the Virtual MRKT (the "Event") with a pick up location or locations in Toronto, Ontario (the "Facility").

1. **Licence.** A licence is granted to you pursuant to this agreement (the "Agreement") for the dates stated on the Vendor Contract (the "Term") upon the execution of this document. Payment of the fee (the "Fee") along with the credit card processing charges of 3% shall be made by Toronto Market Company reducing the payment to you for items sold by the appropriate amount. The licence hereunder is subject to the provisions of this Agreement.
2. **No Transfer.** This Agreement and the licence hereunder is personal and cannot be transferred, assigned, sublet, shared, or split with anyone else without our prior written consent, which we may refuse in our sole discretion without having to state a reason.
3. **Placement and Promotion of Your Items Online.** We have the absolute right to determine the display and/or placement of your items on the website and have the absolute right at any time to relocate same. We are not liable for any losses or damages due to placement of your items near any competing products.
4. **Termination.** Upon the occurrence of an Interfering Event (as such term is defined below) we have the absolute right to modify the Event.
An "Interfering Event" shall mean any circumstance beyond our control including without limitation any of the following:
 - (a) An Act of God or acts of prohibition of any government, health, police or safety authority, fire, strike, civil commotion; or
 - (b) Any construction activities that impact the Event; or
 - (c) Any request by our landlord to modify the Premises or any notice of termination delivered by our landlord.

In addition to the circumstances set out above, we shall have the right to terminate this Agreement if you fail to comply with any provision of this Agreement. If we terminate the Agreement in response to your non-compliance we shall be entitled to retain your entire Fee, reserve all our other rights at law or in accordance with this Agreement, and we may deny you access to the Event.

Neither we nor any of the Indemnified Persons (as defined below) shall be subject to any liability for damages or loss suffered by you resulting from our termination of the Agreement in accordance with

this section.

5. **Insurance.** You shall obtain comprehensive general liability insurance for the entire Term providing third party bodily and personal injury and property damage coverage in the amount of no less than \$1,000,000 per occurrence, and including "all risk" coverage (including coverage for fire and the standard extended coverage endorsement perils and coverage against water damage however caused) for the Facility, improvements, fixtures, equipment, inventory and other property on the Premises. Your insurance policy must name Toronto Market Company Inc. and the other Indemnified Persons as an additional named insured and contain a cross liability and/or severability of interest clause protecting each insured to the same extent as if they were separately insured. The insurance policy shall be in a form acceptable to us. If your insurance is not in place two (2) weeks prior to the start of the Term, we shall have the right to terminate this Agreement forthwith.
6. **Payments, cancellations & returned cheques.** We reserve the right to terminate this Agreement. All cancellations must be received in writing.
7. **Waivers and Indemnities.** You release us, Toronto Market Co. Inc., and each of the servants, employees, agents, successors, assigns and personal representatives (as applicable) of the foregoing parties (collectively, the "Indemnified Persons") from any injury or damage incurred by you or your agents, contractors, servants, personnel, employees and any other parties or anyone else invited or contracted by you (collectively, "your Contractors") and any of your guests or customers (collectively, "your Guests"). You also release and hold the Indemnified Persons harmless from any and all liability and responsibility for theft or damage to goods or property or otherwise, before, during and after the Event; including damage to the Facility.

You shall be responsible for all loss or damage done to the Premises or the Facility due to negligence, theft, or abuse on the part of your Contractors or your Guests. You acknowledge that neither we nor the Indemnified Persons assume responsibility for any of your equipment and property on the Premises from occurrences including, without limitation, fire, theft, and vandalism and that protection as such is the responsibility of you. You shall also ensure that all of your Contractors are aware of this Agreement and the operating rules and regulations of the Facility. We assume no liability unless caused by our willful misconduct or gross negligence.

You acknowledge and agree that you bear full and complete responsibility for any and all damages, losses and injuries suffered by

you, your Contractors or your Guests at the Premises and further agrees to fully indemnify the Indemnified Persons for any claims made by any of your Contractors or your Guests against us or the Indemnified Persons in respect of such damages, losses and injuries, unless caused by our or other such party's willful misconduct or gross negligence.

You shall at all times save, defend, keep harmless and fully indemnify the Indemnified Persons from and against all actions, suits, claims, demands, losses, costs, charges, damages and expenses of every nature and kind whatsoever, which the Indemnified Persons can, shall or may bear, sustain, suffer or be charged with, for arising out of or by reasons of, or in any way related to or connected with the exercise of the permissions herein described or the use of the Premises or any part or parts of The Facility by you, your Guests or your Contractors.

You shall fully indemnify and hold harmless the Indemnified Parties in respect of any and all third party claims, actions, investigations and liabilities, and expenses (including any legal fees and expenses of lawyer) as and when incurred, arising out of or based upon any actual or alleged infringement of any trademark, copyright or other property right, or any other actual or alleged act or omission, by you or your Contractors. You shall also be liable for any legal fees incurred by the Indemnified Parties in the enforcement or defense of any provision in this Agreement.

The Indemnified Parties shall not be liable to you or any third parties for any indirect, special, incidental, consequential, punitive, or exemplary damages of any kind, including without limitation, lost revenues, loss of profits, or loss of business, arising from your participation in the Event or relating to the obligations hereunder. The limitation of liability applies under any theory of law or equity and whether or not we have been advised of the possibility of such damages.

8. **Logo, Trademark, Image and Name Usage.** You hereby grant to us the right to use your name, logo, images and/or trademarks in connection with our marketing and promotion of the Virtual MRKT and any future events.
9. **Interpretation of regulations.** We reserve the right to make and enforce any such further rules and requirements upon you or your Contractors as we shall deem necessary to the proper conduct of the Virtual MRKT. We may require alterations to your photos and you hereby consent to these alterations.
10. **General.** These terms and conditions (a) shall be governed by the laws of Ontario, Canada (b) may be amended only in writing and signed by both parties and (c) constitute the complete and entire expression of the understanding and agreement between the parties, and shall

supersede any and all other agreements, whether written or oral, between the parties. A facsimile or digitally scanned copy of a signed copy of this Agreement will be deemed as good as an original copy. Any notices required or permitted hereunder may be made by facsimile transmission (fax) or email and all signatures on any document so transmitted shall be accepted and deemed to be an original signature. The parties agree that there are no representations, warranties, collateral agreements or conditions affecting this Agreement other than as expressed in this Agreement. The parties' rights and obligations will bind and inure to the benefit of their respective successors and permitted assigns. These terms and conditions shall be severable and construed to the extent of their enforceability in light of the parties' mutual intent.

11. **Confidentiality.** You agree not to discuss fee agreements or invoicing issues with any third party.
12. **Display & Presentation.** Your photos and packaging must present a professional appearance and be appropriate for the type of product you sell. If we determine that your products and packaging are not professional and appropriate, you agree to pay all costs as may be required to bring them to an acceptable standard as determined by us and fulfill your customer order obligations.
13. **What You Sell.** You may only display and/or sell items which are approved by Toronto Market Company in its sole discretion. You are not permitted to sell items that would contravene any law or regulation.

You must have adequate stock of product to last the duration of the Virtual MRKT cycle.
14. **Standards/Conduct.** You shall not engage in any fraudulent or deceptive advertising or selling procedures. You must carry on a reputable business in accordance with high standards of service and in a way that does not reflect adversely on the Event or the other participants. Notwithstanding any termination by us in accordance with this section, our rights against you hereunder shall be preserved.

15. **Compliance with laws and regulations.** You agree to comply with all laws during your participation in the Event. If you are required to do so, you must remit harmonized sales tax in accordance with provincial and federal laws in respect to any items sold at the Event. You shall obtain at its expense any building / license / permit which may be required to carry out the terms of this Agreement. If you are selling food at the Event you are also required to be in compliance with applicable food and health safety standards and regulations.