

Conditions of Use for the Pickering City Centre Farmers' Market

I certify that all the information and answers to the questions submitted are true, complete and accurate.

Conditions of Use:

- The City of Pickering will abide by all provincially or regional restrictions regarding COVID-19 in order to keep vendors, City staff and residents safe.
- Vendor prohibited to sub-let, or rent their sales space.
- Vendor confirms that the items they are selling at the market have been either made, baked or grown by their company. Market vendors are responsible for indicating all products that they intend to sell at the market on the application form.
- Vendor must be on-site and set-up prior to the market opening and must remain on site the entire duration of the operating hours (9:00 am – 2:00 pm)
- Vendor must provide proof of their CGL insurance coverage, which includes Products-Completed Operations, for no less than \$2 million per occurrence naming the City of Pickering as “an Additional Insured”.
- Vendor must provide proof of their auto liability insurance coverage for owned, leased and/or non-owned vehicles with no less than \$2 million coverage.
- The City will not be held liable for any loss due to theft, water damage, fire or any other damage incurred to the vendor’s products or belongings
- No refunds or partial refunds will be issued for days missed or cancelled due to inclement weather.

I confirm having read and understood the Conditions of Use, and I agree to them.

I acknowledge that I am responsible for compliance with the Conditions of Use and hereby indemnify and saves harmless the City of Pickering from and against any and all losses, claims, actions, damages, liability and expenses, including, without limiting the generality of the foregoing, all claims for personal injury, illness or death, including any claims arising from the COVID-19 virus, arising from my failure to comply with the Conditions of Use or from any act or omission by me arising from or in connection with my participation at the Pickering City Centre Farmers' Market.

I waive any and all claims against, releases from liability and agree not to sue the City of Pickering, its members, officers, employees, agents and representatives, for any personal injury, illness, death or any other loss sustained by me arising out of, or in connection with my participation in City of Pickering's, Pickering City Centre Farmers' Market activities, programs, and facility use, including any loss arising from the COVID-19 virus.

I have read and agree to these conditions therein.

Vendor Name: _____

Vendor signature: _____

Date: _____