

# TEMPORARY OCCUPANCY AGREEMENT

THE FORKS RENEWAL CORPORATION  
THE FORKS MARKET  
202 – One Forks Market Road  
Winnipeg, MB R3C 4L9

PH: (204) 942-6302      FAX: (204) 943-7915

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

EMAIL: \_\_\_\_\_

PERMITTED USE: (DESCRIBE IN DETAIL WHAT ITEMS YOU WOULD LIKE TO BRING INTO THE MARKET TO SELL!)

\_\_\_\_\_  
\_\_\_\_\_

DO YOU REQUIRE ELECTRICITY?      YES [ ]      NO [ ]

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**1. DAY TABLE RENTAL RATES:** Rates are subject to change **WITHOUT** notice.

**NOTICE: CUT OFF TIME TO BOOK WEEKEND BOOKINGS DURING THE WEEK WILL BE NO LATER THAN WEDNESDAY AT 4:30PM!**

(i) **REGULAR SEASON:** Rental rates are \$50.00 per day (plus GST). For every 7 consecutive day commitment, the Landlord will provide **4 days of FREE rent** (i.e.: rent is \$150.00 per week plus GST).

(ii) **SUMMER & CHRISTMAS SEASON:** Rental rates are \$75.00 per day (plus GST). For every 7 consecutive day commitment, the Landlord will provide **4 days of FREE rent** (i.e.: rent is \$225.00 per week plus GST).

**PAYMENT: RENT IS DUE & PAYABLE UPON BOOKING.** Day Table rental fees are payable by credit card or interact. For payments made by cash or cheque, bookings will be confirmed upon receipt only. Multiple or longer term bookings may be paid by post-dated cheques at the time of booking. NSF cheques are subject to a \$45.00 processing charge.

(iii) **TOWER AREA BOOKING: 1 – 3 DAY BOOKINGS ONLY**

REGULAR SEASON	\$75.00 + 5% GST PER DAY (\$3.75)	<b>\$78.75</b>
SUMMER/CHRISTMAS SEASON	\$100.00 + 5% GST PER DAY (\$5.00)	

**\$105.00**

(iv) **FOR ALL FORKS MARKET DAY TABLE LOCATIONS**

Extra table/space **ONLY WHEN AVAILABLE!**

For \$5.00 + 5% GST (\$5.25) charge **PER** table/space

This does not guarantee your extra space/table for the duration of your stay. If this space/table is required while you are booked you will then have the option of paying for your extra table/space at full price or will need to downsize to one table.

**2.PARKING:** Ticket parking is available on the Forks site in the North Railside" parking lot and Riverside lot across from York Avenue for overflow parking. Observe the signs for posted rates! Call **FNP Parking at 942-6100** for any information that you may need.

**3.LOADING:** 15-minute loading zones are available on the north and west sides of the Market building. Violation of the loading times may result in being ticketed or towed at the Tenant's expense.

**4.ALLOCATION OF SPACE:** Space is allocated strictly at the Landlord's discretion. All vendors will be allocated space in accordance with the following priority policy guideline:

- (i) Vendors of local hand-crafted items making & selling their own wares on site;
- (ii) Vendors of local hand-crafted items selling their own wares;
- (iii) Vendors of local handcrafted items selling goods made by other Manitobans or Canadians;
- (iv) Vendors of eligible imported handcrafted items;
- (v) Unique retail; and
- (vi) Any other eligible vendor.

**5.APPROVAL OF ITEMS FOR SALE:** Only items previously approved by the Landlord may be sold. Jurying takes place by appointment only. **You may not add any item without the previous approval of The Forks Market Management.**

**6.APPROVAL OF APPLICATION:** Once your application has been received and reviewed you will be notified. An appointment will be set up by the Market administration to adjudicate your product line if necessary. Approval of this contract does **NOT** constitute a commitment to any specific booking date. **Approval is as to permitted use only.**

(DOES NOT APPLY AT THIS TIME!)

**Once each year**, upon the first occupancy, the Tenant shall pay an **Administration Fee of \$25.00** plus GST to cover administration and processing costs associated with maintaining your file and coordination of Market staff to accommodate you as necessary.

**7.P.S.T. & G.S.T. NUMBERS:** It is the tenant's responsibility to determine if they are required to obtain Provincial Sales Tax, and Goods & Services Tax numbers.

**8.ASSIGNMENT OF TABLES:** The Landlord will pre-assign **at least one table measuring approximately 8' in length or 6' for your use in an area which measures approximately 8' x 6'.** You may not move to another location without the Landlord's consent. You must provide your own appropriate fire-retardant table covering, as well as your own chairs. The Landlord will provide table skirting. **Vendors are responsible for providing their own equipment such as chairs, lamps, extension cords, adapters, etc.** Day tables must not impede traffic flows and Vendors are responsible for cleaning their own assigned area. **Backdrops will be approved on a case-by-case basis, but in no case shall any backdrop exceed 4' in height without the Landlord's permission.**

**Locations are subject to change without notice, and are only confirmed on the first day of actual occupancy.**

**9.STORAGE:** Boxes, wrappings and packing materials must be stored out of sight. The Forks Market does not have storage space available for your use. At the end of the day Vendors must remove displays but may leave them in place over night if the Vendor is booked the following day.

The Forks Market assumes NO responsibility for loss or damage of goods or personal belongings or property.

**10. STAFFING OF TABLES:** Tables must be staffed at all times during the advertised business hours of The Forks Market.

**11. LIMITATION OF ACTIVITIES:** All activities are limited to the area assigned by the Landlord. The arrangement of merchandise displays must not impede The Market sight lines as determined by the Landlord. You must abide by all the Rules and Regulations as the Landlord may from time to time issue.

**12. HOURS OF OPERATION: (Subject to change without notice)**

Monday	9:30 a.m. to 6:30 p.m.	Tuesday	9:30 a.m. to 6:30 p.m.
Wednesday	9:30 a.m. to 6:30 p.m.	Thursday	9:30 a.m. to 6:30 p.m.
Friday	<b>9:30 a.m. to 9:00 p.m.</b>	Saturday	9:30 a.m. to 6:30 p.m.
Sunday	9:30 a.m. to 6:30 p.m.		

During Summer and Christmas hours (specific dates to be determined) The Forks Market will be open for longer hours of business. Day Table vendors are required to be open the same hours as permanent vendors of The Market (office and restaurant tenants excepted).

**13. SET UP TIME:** You may set up after 8:30 a.m. on the morning of the first day of your booking. You must be ready to conduct business by 9:30 a.m. that morning.

**14. ACCEPTABLE CONDUCT:** Professional conduct and attire is required at all times. You may not baby-sit at, or around your location. Playing cards, ghetto blasters, radios, TV's, etc. are strictly prohibited. **Pursuant to the provisions of Bill 16, smoking is only permitted in designated areas outside the Market building in the receiving area.** The Vendor will provide sales receipts to all customers for all transactions and must clearly state the company name and phone number.

**15. INDEMNIFICATION:** You do hereby release the Landlord from every claim which you have, or may have, and hereby indemnify the Landlord from and against every loss, cost, and expense in connection with your occupation and use of the premises or the common areas and facilities of The Forks Market including, without limitation, claims arising from personal injury or damage, loss or theft of property, regardless of how it arises or is caused and whether or not the Landlord is negligent. In this Agreement, "Landlord" means the Forks Renewal Corporation and/or The Forks Market and all of its or their directors, officers, employees, representatives, contractors, and agents.

**16. (A) INSURANCE: (SELECT ONE OF THE FOLLOWING OPTIONS A OR B).** You must provide the Landlord with a copy of your Comprehensive General Liability Insurance with inclusive limits of \$2,000,000 which policy is to include severability of interests and cross-liability clauses. Your insurance shall not call into contribution any other insurance available to the Landlord. This can usually be obtained by asking your business or home insurer for a rider on your existing policy. You must supply a copy of the binder for your rider to the Landlord.

INITIAL: \_\_\_\_\_

OR

**(B) WAIVER OF INSURANCE:** The User agrees to assume all risks, and to release, indemnify, and save harmless FRC, its affiliated organizations, and its employees and representatives, from any injury, loss or damage that may arise from the Tenant's use or occupancy of the space.

INITIAL \_\_\_\_\_

**17. OPENING LATE/CLOSING EARLY:** If you open late or close early, a **penalty of \$100** may be assessed against you, and, at the Landlord's discretion, you may no longer be permitted to display at The Forks Market. In the event a penalty is assessed, such penalty is payable immediately.

**18. APPLICANT TO OBTAIN ALL NECESSARY PERMITS:** You are responsible to obtain all municipal and other governmental approvals, licenses, and/or permits necessary to enable you to occupy and use the assigned location in accordance with the terms of this agreement. For more information, please contact 311 or by email at [license@winnipeg.ca](mailto:license@winnipeg.ca) .

**19. PROMOTIONS IN THE COMMON AREAS:** From time to time the Landlord may need to take possession of your space for promotional or other purposes. On such occasions, and although the Landlord is **not required to provide any notice (pursuant to Clause #21 herein)**, the Landlord will make every reasonable attempt to provide, first, an alternative location, and second adequate notice of relocation or cancellation.

**20. ENTIRE AGREEMENT:** This Temporary Occupancy Agreement contains the entire agreement between the parties. There is no provision or understanding concerning this Temporary Occupancy Agreement not contained herein.

**21. CANCELLATION OF BOOKINGS:** The Landlord reserves the right to alter or cancel any aspect of this contract **without notice** including permitted uses, location, or hours.

**22. UNDERSTANDING OF AGREEMENT:** The applicant acknowledges having read this Agreement, and agrees to, and understands all of the terms herein set out.

**23. NO REGISTRATION:** No Caveat or Notice in respect of this Agreement shall be registered at the Land Titles Office.

**24. SIGNAGE AND DISPLAYS:** Signage must be professional in appearance. The Landlord reserves the right to approve form and content of any and all signage or advertising. No signage shall contain misleading information. Prices of all products must be clearly indicated. All displays, furniture, fixtures, equipment and signage must be visually appealing, safe and acceptable to the Landlord.

SIGNED at Winnipeg, in the Province of Manitoba, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Applicant's Signature

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THE FORKS RENEWAL CORPORATION  
(Agents for The Forks Market Signature)

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