



# Kimberley Seldon

DESIGN GROUP

## Kimberley Seldon's Designer Market™

### VENDOR CONTRACT 2010

THIS IS AN AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

BETWEEN

**Kimberley Seldon Design Group**

A corporation governed by the laws of Ontario  
(hereinafter referred to "KSDG")

and

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(Hereinafter referred to as the "Vendor")

#### 1. FACTS UPON WHICH THE CONTRACT IS BASED

- a) Kimberley Seldon Design Group conducts Kimberley Seldon's Designer Market™ and provides a portion of proceeds to the Toronto Star Fresh Air fund.
- b) Kimberley Seldon's Designer Market™ will be held at 55 Mill Street, Toronto at The Distillery, on Saturday, May 1st, 2010 from 9:00am – 6:00pm and Sunday, May 2nd, 2010 from 10:00am to 5:00pm with take down following, completion by 8:00 pm.
- c) The Vendor wishes to display and sell merchandise at Kimberley Seldon's Designer Market™ on the conditions and terms set out in this Agreement.
- d) The Vendor has agreed to pay KSDG a fee as consideration for the right to display and sell merchandise at Kimberley Seldon's Designer Market™
- e) KSDG shall set a fee for admission to Kimberley Seldon's Designer Market™ from each adult attending, and such fees shall belong to KSDG.

#### 2. DUTIES OF THE VENDOR

- a) The Vendor warrants that it has and shall have the necessary status and permits to carry on retail sales at Kimberley Seldon's Designer Market™, and shall have available all necessary documentation which may be required by a government agency in order to carry on such sales.
- b) The Vendor shall comply with KSDG's requirements for preparation and disassembly of the Vendor's assigned sales areas, particulars of which shall be supplied to the Vendor in advance of Kimberley Seldon's Designer Market™.
- c) The Vendor agrees to staff and operate the assigned sales area on the dates and during the entire times set out in paragraph (1b) of this Agreement.
- d) The Vendor shall be responsible for all the incidents of conducting retail sales during Kimberley Seldon's Designer Market™ including, but not limited to, provision of receipts, collection of payment, and provision of facilities for credit card payment and provision of facilities for packaging.
- e) The Vendor shall comply with the terms of the rental agreement between KSDG and 55 Mill St. (The Distillery) to the extent applicable to the Vendor, which terms are set out in Schedule A and attached to and forming part of this Agreement.

- f) Vendors are responsible for all shipping and moving of your merchandise into and out of your booth space. KSDG, Kimberley Seldon, and The Distillery Historic District are not responsible for any damage done to your merchandise during move in, sale time, or move out period.
- g) Each vendor is responsible for disposing of any leftover items from their booth space (including garbage). **In the event that anything is left behind, Kimberley Seldon Design Group will remove it for you and bill you at a rate of \$350.00 per hour.**

**3. DUTIES OF KSDG**

- a) KSDG shall select the area assigned to the Vendor for the purpose of carrying on the Vendor's sales, and such selection shall be at the discretion of KSDG. KSDG shall use its best efforts to assign a suitable sales area to the Vendor.
- b) KSDG shall supply the Vendor with a space for use at Kimberley Seldon's Designer Market™.

**4. PAYMENT OF FEE BY THE VENDOR**

- a) As consideration for the right to sell merchandise at Kimberley Seldon's Designer Market™, the Vendor agrees to pay KSDG the amount(s) as detailed on the Registration Form. This amount shall accompany this signed contract and shall be paid in full when you commit to the fair. The amount above stated shall be made payable to Kimberley Seldon Design Group and must accompany the Contract.
- b) The amount referred to in (a) above is not refundable, nor shall KSDG at any time hold any or the entire amount in trust or otherwise for the benefit of the Vendor. Failure to honor the payment due at the donate set out in (b) will result in the forfeiture of the booth space.

**5. CHARACTER OF THE MERCHANDISE**

- a) The Vendor acknowledges that there may be other vendors with competing merchandise participating at Kimberley Seldon's Designer Market™ and that the selection of Vendors has occurred entirely within the discretion of KSDG. KSDG reserves the right to prohibit the display and/or sale by the Vendor of any merchandise, which in KSDG's discretion is inappropriate for sale at Kimberley Seldon's Designer Market™, and the Vendor agrees to remove all such merchandise from sale if so requested.

**6. INDEMNITY**

- a) The Vendor acknowledges that it has been made aware of the arrangements being made for the provisions of security and safety of persons and property at 55 Mill St. (The Distillery), during Kimberley Seldon's Designer Market™, and the Vendor agrees that such arrangement are satisfactory and acceptable.
- b) Notwithstanding paragraph (a) above, the Vendor warrants that it shall not hold KSDG, Kimberley Seldon, or The Distillery responsible for any loss, damage, or theft to any property of the Vendor or for any claims, damages or losses, suffered by the Vendor or by any persons or individuals associate with the Vendor, whether such loss is caused by negligence or otherwise. The Vendor further agrees to fully indemnify and hold harmless KSDG and Kimberley Seldon from any claims, causes of action, or judgments against the Vendor in which KSDG or Kimberley Seldon may become involved including claims for costs, brought by any person or individual, and arising in any way from the operation of Kimberley Seldon's Designer Market™, or from the operations or business of the Vendor at Kimberley Seldon's Designer Market™.

Company Name: \_\_\_\_\_

SIGNED: \_\_\_\_\_  
 (Authorized Signature)

Date: \_\_\_\_\_

# SCHEDULE A

THIS IS AN EXTRACT OF THE AGREEMENT PERTAINING TO THE RENTAL OF 55 Mill St. (THE DISTILLERY) BY KSDG, WHICH IS BEING PROVIDED FOR YOUR REFERENCE, AND PURSUANT TO THE EXHIBITORS AGREEMENT. PLEASE REVIEW IT. YOU HAVE AGREED TO COMPLY WITH THE CONDITIONS IN THE RENTAL AGREEMENT, WHICH RELATE TO THE EXHIBITORS, THESE INCLUDE COMPLIANCE WITH TERMS OF AVIALABILITY OF THE DISTILLERY DISTRICT, PARKING, ROOM RENTAL, AND OTHER MATTERS.

## I. LICENSE SPECIFICATIONS

- a) Licensed Premises: The Distillery District, 55 Mill St., Toronto
- b) Commencement Date: Friday, April 30, 2010, for set-up @ 12:00pm
- c) Termination Date: Sunday, May 2nd, 2010 @ 8:00pm
- d) Weekdays: Friday May 1st, Saturday May 2nd, Sunday May 3rd, 2009
- e) Time Allocation: Noon to 8pm Friday, Saturday 9:00 am to 6:00 pm, Sunday 10:00 am to 8:00 pm
- f) Number of Hours: 27 hours total
- g) Use: Kimberley Seldon's Designer Market™

## II. LICENSEE'S OBLIGATIONS

- a) The Licensee hereby accepts the Licensed Area in "as-is, where is" condition and the Licensee agrees to retain the services of a professionally qualified security firm to provide on-site security services for the event in question.
- b) The licensee covenants with the Licensor that he will not allow any refuse, garbage or any loose, objectionable material to accumulate in or about the Licensed Area and will at all times keep the Licensed Area in a clean and neat condition.
- c) The Licensee covenants with the Licensor that the Licensee shall repair any damage to Licensed Area resulting from the Licensee's use of the Licensed Area
- d) The Licensee covenants with the Licensor that upon termination of the Term, the Licensee shall deliver to the Licensor vacant possession of the Licensed Area in the same state of repair in which the Licensed Areas were at the commencement of the Term and shall leave the Licensed Area in a neat, clean and broom-swept condition and shall deliver to the Licensor all keys for the Licensed Area.
- e) The Licensee shall not make any improvements, alterations, modifications or renovations to the Licensed Area without first obtaining the approval of the Licensor, which approval may be unreasonably withheld.
- f) The Licensee shall not use "The Distillery Historic District" name or logo in any of its advertising/promotional material without the prior written approval of the Licensor, such approval not to be unreasonably withheld.
- g) The Licensee shall pay to the Licensor or as the Licensor may otherwise direct, all costs of utilities supplied to or consumed on the Licensed Area including, if applicable, all costs of and in respect of heating, ventilating, air conditioning, humidity control, water, electricity and gas (the "Utilities") supplied to or consumed in the Licensed Area as determined by separate meters or as determined by the Licensor acting reasonably. The Licensee shall make all payments in respect of Utilities at such time and in such manner as the Licensor directs.
- h) The Licensee shall conduct its event on the Licensed Area in such manner so as to minimize any interference or disruption with the activities conducted by the Licensor's other tenants/licensees on the Complex.
- i) The Licensee will, before entering into the Licensed Area for any purpose, provide the Licensor with certificates of insurance on the Licensor's standard form, duly executed by the Licensee's insurer, evidencing that the Licensor and Cityscape Management Inc. are additional named insured and that the Licensee or for which it is legally responsible within the Complex; comprehensive general liability insurance with a limit of not less than Two Million (\$2,000,000) Dollars per occurrence; and such additional insurance as the Landlord may require from time to time.

### III. WASTE AND NUISANCE

- a) The Licensee shall not cause, suffer or permit any waste or damage to the Licensed Area or complex, and shall not use or permit to be used any part of the Complex for any dangerous, noxious or offensive activity and shall not do anything or permit anything to be done on or about the Complex nor anything to be brought thereon which is hazardous or a nuisance or Hazardous Substances (as hereinafter defined). The Licensee shall take every reasonable precaution to protect the Complex from risk of damage by fire, water or the elements or any other cause.
- b) As used herein, "Hazardous Substance" means any flammable substances, explosives, radio active materials, hazardous materials, hazardous wastes, toxic substances, pollutants, pollution or related materials which are covered by or regulated under any federal, provincial or municipal statute, law, ordinance, code, rule, regulation, order or decree ("Law") regulating, relating to or imposing liability or standards of conduct concerning any hazardous, toxic or dangerous waste, substance or material as are now or at any time hereafter in effect.
- c) Licensee's responsibility for the same as hereinafter set out shall include, without limitation all costs of and all liabilities arising from among other things, handling, treatment, storage, transportation, removal and disposal of such Hazardous Substances. The Licensee shall be solely responsible for and indemnify the Licensor in respect of all Hazardous Substances, which the Licensee causes or permits to be brought onto or into the Licensed Area or the Complex.
- d) In addition to the foregoing, the Licensee agrees that it shall not do and shall not cause suffer or permit to be done or omitted to be done anywhere on the complex, anything which might result (i) result in an increase in the cost of any insurance policy of the Licensor; (ii) result in an actual or threatened cancellation of or adverse change in any policy of insurance of the Licensor; or (iii) be prohibited by any policy of insurance of the Licensor.

### IV. USE

- a) The Licensee covenants, which covenant shall run with the Licensed Area, that it shall not cause, suffer or permit the Licensed Area to be used for any other purpose whatsoever, other than the Kimberley Seldon's Designer Markets™, offering decorating seminars and food and drink tasting. The Licensee shall obtain all requisite permits to carry on it's business from the Licensed Area such that the Licensee need satisfy itself that it's aforementioned use is in compliance with all applicable laws.
- b) The Licensee shall not cause, suffer or permit the Licensed Area to be used in such a manner so as to violate or otherwise offend any existing or future:

#### II. Restrictive Covenants; and /or

- I. Exclusive sponsorships and/or licenses affecting the Complex. The proceeds from which shall be the sole and exclusive property of the Licensor. By way of example, if a Licensor enters into an exclusive sponsorship agreement with a soft drink company such as Coca Cola then, the tenant shall be required to offer for sale from the licensed area only such beverages, which are exclusive to, or authorized by Coca Cola. Moreover, the Licensee shall not permit any of the following businesses or activities to be conducted from the Licensed Area, namely: on-site internet connections for public use; movie filming or film shoots of any kind; the sale of second hand goods or surplus articles; insurance salvage stocks; fire, sale or bankruptcy stocks; liquidation sale; going out of business or bankruptcy sale; automated banking machines; and any business conduct or practice carried on by the Licensee which in the reasonable opinion of the Licensor, may harm the business or reputation of the Licensor or reflect unfavorably on the Complex or other tenants/licensees therein. In addition, the Licensee shall not object to or otherwise appeal any application initiated by or on behalf of the Licensor affecting the Complex.

### V. LICENSOR'S NON-LIABILITY

The Licensee agrees that the Licensor and Cityscape Management Inc. shall not be liable or responsible in any way for the injury, death, loss or damage to any person or property owned by or being the responsibility of the Licensee in the Licensed Area no matter how same shall be caused and whether or not such loss or damage is caused or contributed to by the negligence of the Licensor, it's agents, servants, employees, contractors or persons for whom the Licensor is in law responsible. Without limiting the generality of the foregoing, the Licensor shall not be liable or responsible for any injury, death, loss or damage to any person or property caused or contributed to by any of the following: fire, explosion, steam, water, rain, snow, electricity, gas, falling wood or plaster, dampers or leaks from any pipes, appliances, plumbing works, roof, exterior walls or any other source whatsoever. The

Licensor shall not be liable or responsible in any way for the loss or damage, injury or death to any property caused by any other licensee or tenant or occupant of the Complex or by the public or by construction of any public, quasi public or private work or utilities. All property owned by the Licensee or for which the Licensee is legally responsible, kept or stored in or about the Licensed Area shall be at the sole risk of the Licensee and the Licensee shall indemnify the Licensor and save it harmless in respect of the same. Without in any way limiting or affecting the generality or interpretation of the foregoing provision, it is agreed that the Licensor shall in no event be liable for any indirect or consequential damage suffered by the Licensee.

## VI. INDEMNITY

The Licensee shall indemnify the Licensor and all of its servants, agents, employees, contractors and persons for whom the Licensor is in law responsible and all other licensees, tenants and occupants of the Complex and shall hold each of them harmless from and against any liabilities, claims, damages, losses and expenses due to, arising from or to the extent contributed to by:

- a) any breach by the Licensee of any of the provisions of this Agreement; and
- b) any act or omission of the Licensee or its servants, employees, licensees, successor and assigns for whom the Licensee is in law responsible, in and around the Licensed Area or the Complex.

## VII. REMEDIES

If the Licensee shall default in the payment of any amount payable under this Agreement as and when the same is due to be paid, whether notice in respect thereof is given or not, or the Licensee defaults in the performance of any other obligation hereunder and such default shall continue for five (5) days, or if the Licensee becomes bankrupt or insolvent or if a receiver takes possession of this Agreement, or the Licensed Area of any of the property of the Licensee wherever located, then the current License Fee shall immediately become due and payable in addition thereto and in addition to any other rights the Licensor may have, the Licensor may:

- a) terminate this Agreement
- b) whether the Agreement is terminated or not, the possession of any contents of the Licensed Area and sell or otherwise dispose of the same, apply the net proceeds, if any, of any such sale or disposition on account of the amounts payable by the Licensee to the Licensor; and
- c) Remedy the Licensee's default at the Licensee's cost.

All of the Licensor's remedies shall be cumulative and not alternative. All costs incurred by the Licensor as a result of any default of the Licensee of in enforcing this Agreement shall be payable by the Licensor forthwith upon demand. If this Agreement is terminated by the Licensor as a result of the Licensee's default, the Licensee shall be liable to the Licensor for all damages sustained by the Licensor including all amounts which would have been payable by the Licensee pursuant to this Agreement for the balance of the Term but for the termination thereof.

### **Certificate of Insurance / Waiver of Insurance**

The Vendor is responsible for the placement of insurance related to participation in the event. Each Vendor must carry \$2,000,000 commercial general liability coverage. Proof of insurance showing Kimberley Seldon Design Group listed as an Additional Insured must be faxed to KSDG no later than April 1, 2010. In addition to this, contractors (other than official show suppliers) performing services for Vendors must have in effect commercial general liability insurance providing coverage of at least \$2,000,000 for bodily injury and/or property damage for each occurrence.

The Vendor will hold KSDG and Kimberley Seldon Travel Group Inc., its staff and employees, harmless from any damage, expense or liability arising from any injury or damage to any person, including the general public, the Vendor, its agents, servants or employees or to the property of the Vendor or others, occurring either in the space occupied by the Vendor or elsewhere, arising out of its occupancy hereunder, or anything connected with said occupancy.

The Vendor will be liable for and will indemnify and hold KSDG harmless from any loss or damages whatsoever suffered by the event as a result of any loss or damages whatsoever occurring to or suffered by any person or company, including, without limiting the generality of the foregoing, the Vendor, other Vendors, the event, the owners of the building, their respective agents, servants and employees, and attendees of the show, either on the said space or elsewhere if said loss or damages arose from or were in any way connected with the Vendor's occupancy of said space. KSDG assumes no responsibility for loss or damage of goods before the Show, during the period of the Show or after its closing.

Waived by Vendor: \_\_\_\_\_  
(please sign)