

THE 17TH VANCOUVER CHINATOWN NIGHT MARKET APPLICATION FORM (2012)

INFORMATION			
Vendor/Company Name (公司名稱):			
Contact Person (攤位負責人姓名):		Chinese Name (中文姓名):	
Street Number, Address, City (地址):			Postal Code (郵區號碼):
Telephone (聯絡電話):	Merchandise / Service Description (所售貨品 / 服務):		
Cellular (手電):			
Facsimile (傳真):			
E-Mail (電郵):			
RENTAL CHOICE			
I would like to reserve a booth as follows, in order of preference:	1 st Choice (第一選擇):	2 nd Choice (第二選擇):	3 rd Choice (第三選擇):
I would like to apply for a booth on the following nights: May 18 – Sept. 9, 2012 (Friday, Saturday & Sunday 6:30 – 11:00pm)			
FEES			
Rental Fee (at \$ _____ per night for _____ nights)			\$ _____
			HST 12%
			\$ _____
Storage @ \$200 per booth (Rates subject to change without notice & first come first serve.)			
Extra Electricity (13A Outlet) @ \$300 (Rates subject to change without notice & first come first serve.)			\$ _____
Refundable Security Deposit @ \$200 per booth (可退回之按金每檔 \$200.)			\$ _____ \$200
GRAND TOTAL (總計)			\$ _____

Please complete the form above and send it, together with your **full payment (Non-refundable)** together and a **copy of valid photo ID** confirming the address of the Contact Person (as set out above) to Vancouver Chinatown Merchants Association (“VCMA”) at 508 Taylor Street, Vancouver, BC, V6B 6M4. Please call VCMA at (604) 682-8998 for more information. Applications are not binding on VCMA until accepted by VCMA in its sole discretion, and notice of acceptance has been received by the Vendor. This notice may be verbal, written or by electronic means and paid in full. VCMA reserves the right to reject any application for any reason.

The \$200 Security Deposit is required, but will be refunded within 15 days after expiry of the rental term provided that there is no damage or penalties to VCMA property. **No late applications, refunds or carry-forwards for the next year will be entertained.**

You are required to have liability insurance coverage for at least two million dollars (\$2,000,000.00) per occurrence. VCMA respects the laws of Canada including its copyright and trade-mark protections; you are required to follow all applicable laws and must not sell, offer or possess any illegal merchandise, including counterfeits or imitations of third-party goods and pirated CDs, VCDs and DVDs.

VCMA retains the right to terminate the contract without notice for breaches of this contract of a criminal or serious nature or for emergency and safety concerns, without refund to the Vendor.

By signing below, you hereby confirm that you have read through, fully understand and agree to be bound by the rules and regulations stated on this form and on the reverse of this form, which together form one binding agreement.
(本人已細閱、明白及同意接受上述及背頁之章程及條款。)

Name (申請人姓名)

Signature (簽署)

Date (日期)

FOR OFFICE USE ONLY	
Signature of person accepting on behalf of VCMA:	
Booth Number (確實攤位編號):	Period: (租約期): _____ to _____
Fee Paid (已付費用):	Cash / CQ No. (現金 / 支票號碼):
Date Received (收訖日期):	Receipt No. (收據編號):
Remarks (備註):	

VCMA GENERAL RULES AND REGULATIONS

The application form on the reverse of this page (the “**Form**”), together with these rules and regulations, form a binding agreement between the Vendor set out on the Form (“**Vendor**”) and VCMA (collectively, this “**Agreement**”) with respect to the Vendor’s application for (and, if accepted by VCMA, use of) space at the 17th Vancouver Chinatown Night Market (the “**Event**”). By submitting the Form, the Vendor agrees with VCMA to all of the following terms and conditions:

1. EVENT AND TERM
<p>(a) The Event takes place on Keefer St. (between Main St. & Columbia St.) and Main St. in downtown Vancouver, British Columbia (the “Venue”) and runs from May 18, 2012, to September 9, 2012, on Friday, Saturday and Sunday nights (each an “Event Night”) between 6:30PM and 11:00PM (“Event Hours”).</p> <p>(b) The term of this Agreement (the “Term”) is for the period set out on the Form under “For Office Use Only”, unless terminated earlier as set out below.</p> <p>(c) VCMA may terminate this Agreement immediately upon notice to Vendor, if there occurs any “Event of Default”, which is the occurrence of (i) Vendor failing to make any payment when due, (ii) Vendor breaches any term or condition of this Agreement or breaches any Applicable Law (defined in Section 4(a)).</p> <p>(d) On termination of this Agreement, (i) no refunds are payable to Vendor, (ii) Vendor will have no further rights under this Agreement and VCMA may reassign any space at the Event in its sole discretion, and (iii) if VCMA terminates for an Event of Default, Vendor will forfeit to VCMA any security deposit paid.</p> <p>(e) At the end of the Term or if this Agreement is earlier terminated, any damage to the Venue or other amounts due and payable to VCMA under the terms of this Agreement will be deducted from any security deposit returned to the Vendor, without affecting any other rights or remedies of VCMA at law or in equity.</p>
2. ASSIGNED SPACES
<p>(a) VCMA will make reasonable efforts to (i) take into consideration Vendor preferences for space accommodations at the Venue and (ii) where possible, separate Vendor from other persons displaying merchandise or services similar to Vendor’s. However, VCMA may, in its sole discretion, make all determinations of space actually assigned from time to time during the Event (each a “Space”) and may change, relocate, adjust or amend Space assignments at any time.</p> <p>(b) This Agreement is personal and exclusive to Vendor. Vendor may not assign or share its Space or any portion of its Space with any other person. Vendor may display marks, logos or names in a manner in connection with its business, but not in a manner permitting any other person to enjoy any benefit from the Space.</p> <p>(c) Vendor must set up its display in its Space and must not otherwise use or occupy space at the Venue (including common areas) without prior consent of VCMA.</p>
3. EXHIBITS
<p>(a) Vendor must set up and install its goods, services, kiosks and displays (collectively, the “Exhibit”) no earlier than [6:00pm on Friday, 5:30pm on Saturday & Sunday] and must completely remove the Exhibit no later than the end of Event Hours on every Event Night. VCMA may give reasonable notice to Vendor from time to time varying the Event Hours (including the time for set-up, installation and removal of Exhibits) for particular Event Nights, with which Vendor will comply.</p> <p>(b) Vendor must keep its Space and Exhibits to aesthetic, cleanliness and safety standards determined by VCMA from time to time and will follow VCMA directions about same. VCMA may, from time to time, deliver notice (a “Standards Notice”) to Vendor restricting or varying in whole or in part the Exhibit if, [acting reasonably / in its sole discretion], it determines the Exhibit (i) detracts from character or standards of the Event (ii) is offensive, excessively noisy, malodorous, (iii) disrupts or annoys other vendors or guests of the Event, (iv) poses a risk to any person or property or (v) is in breach of this Agreement.</p> <p>(c) Vendor will remedy any issues set out in such Standards Notice as soon as practicable or on the deadline set out in the Standards Notice.</p> <p>(d) No Exhibit may advertise, promote, solicit or conduct a lottery scheme, and Vendors must not make any misleading statements with respect to its Exhibits.</p> <p>(e) Vendor acknowledges that the success of and attendance at the Event depends on reliable Vendors taking part in the Event. If Vendor fails to set up and operate Exhibits during the Term for six Event Nights or more, VCMA may consider Vendor’s Space abandoned and consider such abandonment an Event of Default.</p>
3. FEES AND PAYMENT
<p>(a) This Agreement must be fully executed by Vendor or an authorized representative of Vendor and must be accompanied by full payment (Non-refundable), but does not form an Agreement binding against VCMA unless and until accepted by VCMA in its sole discretion.</p> <p>(b) Failure to provide any payment, or otherwise incomplete on submitting an application, may prevent, delay or restrict any Space ultimately allocated to Vendor.</p> <p>(c) Once an application is executed by or on behalf of Vendor and payment is delivered, no refund is available (except for the security deposit under Section 1(e)).</p>
4. LAWS, REGULATIONS AND PUBLIC POLICY
<p>(a) Vendor will make itself aware of all laws, ordinances and regulations applicable to it, its Exhibit and this Agreement (collectively, “Applicable Laws”) and will be fully responsible for complying with same. In no event will VCMA or its staff, personnel, volunteers, employees or contractors (“VCMA Personnel”) be responsible for Vendor’s compliance with Applicable Laws. Without restricting the generality of this Section 4(a), Vendor agrees as follows:</p> <p>(i) Vendor must obtain prior written consent of VCMA before using live or recorded music or exhibiting motion pictures, and Vendor will obtain all applicable licenses and pay all fees and costs associated with its Exhibit, including a valid business permit from the City of Vancouver for each Event Night.</p> <p>(ii) Sale or possession of illegal or infringing merchandise at the Event is strictly prohibited. If the VCMA reasonably believes that the Vendor has infringed this section or any law enforcement agency or government authority (each an “Authority”) informs VCMA of evidence connecting the Exhibit to illegal or infringing merchandise (including counterfeit products and unlicensed merchandise), VCMA may consider same an Event of Default, whether or not such Authority ultimately takes action with respect to such evidence. Notwithstanding 1(c) VCMA may terminate this Agreement immediately and without notice for breach of this section and without refund to the Vendor.</p> <p>(iii) Vendor will comply with all applicable safety standards, and will ensure that all electrical appliances used, displayed, or sold are CSA approved.</p> <p>(iv) Vendor will not use, store or consume combustible materials (e.g., propane tanks, fuels) unless authorised by the applicable Authorities in writing. VCMA will provide an electrical source (up to 150 Watts) during Event Hours. Vendor will not overload or utilize power in a manner disruptive to others’ use.</p> <p>(v) Vendor will comply with any health and safety rules and regulations, including with respect to preparation or sampling of any foods or consumables.</p>
5. LIABILITY AND INSURANCE
<p>(a) Vendor will obtain, and provide to VCMA a true and correct copy of, a policy of general liability insurance covering not less than two million dollars (\$2,000,000.00) per occurrence, and will (i) maintain it throughout the Term and (ii) notify VCMA of any restrictions, cancellations or amendments thereof.</p> <p>(b) Neither VCMA nor any VCMA Personnel will be liable to Vendor or any other person for the safety, theft, damage, protection or security of Vendor’s Exhibit or property and Vendor acknowledges and agrees the risk of loss of same lies solely with Vendor.</p> <p>(c) IN NO EVENT WILL VCMA’S LIABILITY EXCEED THE FEES PAID BY VENDOR TO VCMA ON THE FRONT OF THIS FORM. IN NO EVENT WILL VCMA OR ANY VCMA PERSONNEL BE LIABLE TO VENDOR OR ANY PERSON FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND WHATSOEVER AND HOWSOEVER ARISING.</p> <p>(d) Vendor will defend, indemnify and hold VCMA and the VCMA Personnel harmless from any and all claims, demands, liabilities, judgements, awards, fines, liens, losses, damages, expenses (including reasonable legal expenses), charges and costs of any kind or character incurred by VCMA or the VCMA Personnel directly or indirectly from Vendor’s use of the Space, the Exhibit and Vendor’s participation at the Event, including (i) for any trademark, copyright, patent or other intellectual property right infringement, (ii) damage or defacement of any property belonging to any person, including the Venue and buildings, kiosks, equipment or inventory therein, or (iii) injury or death to any person arising from Vendor’s use of the Space, the Exhibit or Vendor’s participation at the Event.</p>
6. GENERAL PROVISIONS
<p>(a) This Agreement permits Vendor to occupy Space at the Event on the terms set out herein, but in no event will it be construed as a lease or tenancy agreement.</p> <p>(b) Any notice, consent, approval (each a “notice”) required or permitted to be delivered under this Agreement (including a Standards Notice and a notice of an Event of Default) will be delivered in writing delivered to its address set out on the Form, but if such notice is to Vendor and arises on an Event Night, VCMA may deliver it verbally to Vendor or any representative of Vendor of which VCMA is aware with immediate effect.</p> <p>(c) Any matters not specifically covered by this Agreement shall be subject to the sole discretion of VCMA. Event management reserves the right to augment, interpret, amend and enforce this Agreement and to make any additional changes it deems necessary.</p> <p>(d) This Agreement and all disputes hereunder will be interpreted under the laws of British Columbia. If any provision of this agreement is held by any court to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect. The word “including” as used herein is not limiting and the word “or” is not restrictive. The parties have agreed that this Agreement be drawn in the English language.</p>

