



100 John West Way
 Box 1000
 Aurora, Ontario
 L4G 6J1
 Phone: 365-500-3167
 Email: cpetta@aurora.ca
www.aurora.ca

TOWN OF AURORA

Aurora's Christmas Market

Aurora Town Park

December 2, 3, and 4
 December 9, 10 and 11

VENDOR APPLICATION FORM (please print clearly)

Aurora's Christmas Market attracts a large holiday crowd to shop, participate in workshops, and watch a variety of entertainers and shows.

We are looking for vendors with high quality products, such as; decorative holiday articles (wreaths, ornaments, décor), unique holiday gift items (clothes, jewelry, woodworking, pottery) and tasty products (desserts, candy, soups).

****This is an outdoor market taking place at Aurora Town Park, 49 Wells Street****

Please submit your applications by October 14, 2022 for the early bird fee to cpetta@aurora.ca or mail to Town of Aurora, 100 John West Way, Box 1000, Aurora, ON L4G 6J1, Attn: Special Events Division.

Name of Group/Company: _____

Contact Name: _____

Address: _____

Town/City: _____ Postal Code: _____

Phone (daytime/evening): _____ **Email Address: _____

URL Website: www._____ Social Media: _____

Please note that by providing your e-mail address, you are consenting to receive future correspondence (promotional or otherwise) from the Town of Aurora, Community Services Department.

Product Category:

- | | |
|--|--|
| <input type="checkbox"/> Food – Hot / Cold | <input type="checkbox"/> Arts & Crafts |
| <input type="checkbox"/> Jewellery | <input type="checkbox"/> Clothing |
| <input type="checkbox"/> Christmas | <input type="checkbox"/> Health and Beauty |
| <input type="checkbox"/> Toys, Games & Books | <input type="checkbox"/> Other _____ |

Description of Items to be Sold: _____

(If you are selling food, a health unit refreshment application will be needed)

List of other festivals you have participated in: _____

Early Bird Vendor Fee:

Apply no later and while space is available by Friday, October 14. The non-refundable fee to participate is \$67.80 total including HST and a minimum \$20 product donation.

Vendor Fee:

Applications received after the early bird date will owe the non-refundable fee of \$113 total including HST and a minimum \$20 product donation.

Vendor Space:

Space provided will be approximately 10' x 10'. A market hut will be provided to vendors during their participation (unless vendors prefer not to use a hut). Vendors are responsible for their own heat source (if desired), power, table and chairs. Generators for power will need to be classified as 'low noise'. Town staff reserve the right to refuse the use of the generator if they deem it unfit for the market space.

PREFERRED DATE:

Vendors are permitted to participate on ONE day of Aurora's Christmas Market. Select your preferred date(s) by indicating your **1st choice, 2nd choice, 3rd choice, and so on:**

Date	Preference
Friday, December 2 (5 p.m. to 9:30 p.m.)	
Saturday, December 3 (5 p.m. to 9:30 p.m.)	
Sunday, December 4 (5 p.m. to 9:30 p.m.)	
Friday, December 9 (5 p.m. to 9:30 p.m.)	
Saturday, December 10 (5 p.m. to 9:30 p.m.)	
Sunday, December 11 (5 p.m. to 9:30 p.m.)	

Please Note: Aurora's Christmas Market hours are subject to change with notice.

You will be notified within 10 business days of The Town of Aurora receiving your application, if your entry has or has not been approved.

PAYMENT OPTONS:

Please indicate what payment option you will be using for your vendor fee:

- Cash Cheque (attached) Credit Card

Cheque: Can be mailed to the Town of Aurora, 100 John West Way, Box 1000, Aurora, ON L4G 6J1, Attn: Special Events Division.

Credit Card: A staff person will follow up with you via phone call to collect payment over the phone.

Cash: Do not send cash through the mail. Cash can only be submitted if dropped off by hand to Aurora Town Hall, 100 John West Way, Aurora. Attn: Special Events Division.

The Corporation of the Town of Aurora

**ASSUMPTION OF RISKS, RELEASE OF LIABILITY,
AND INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU ARE WAIVING CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE – PLEASE READ CAREFULLY**

TO: The Corporation of the Town of Aurora, its officers, employees, directors, volunteers, agents or representatives (hereinafter called the “Releasees”)

ASSUMPTION OF RISK

I acknowledge that I wish to participate in Aurora’s Christmas Market as indicated in Registration Form. I am aware that doing so may expose me to risks associated to or contributed by natural and manmade terrain, climatic conditions, my own physical condition, actions of the “Releasees” and other third parties, vehicular traffic, tools and equipment and other hazards associated with this community event. I am aware that such risks may result in personal injury, illness, loss of life or property damage, and I freely assume these risks.

RELEASE and WAIVER

In consideration of my participation in Aurora’s Christmas Market as indicated in Registration Form. I hereby for myself, my heirs, executors, administrators, or any others who may claim on my behalf, covenant not to sue, and hereby waive, release and discharge the Releasees from any and all claims of liability for personal injury, illness, loss of life or property damage of any kind or nature, arising out of or sustained in the course of my participation. This Release and Waiver applies to all claims, foreseen and unforeseen, including negligence and breach of statutory or other duty of care, including that owed under the *Municipal Act, 2001* and the *Occupiers’ Liability Act*.

PANDEMIC

The Town shall have the right to cancel the Event and terminate this Agreement without any liability or compensation to the participants in the event any level of government issues orders in relation to a pandemic that prevents the Event from taking place; and/or, where the Town, in its sole discretion, decides not to proceed with the Event due to health and safety concerns to the public, irrespective of any declarations or decrees by any level of government, the expiry or lifting of any orders or declaration, or whether the pandemic is believed to have dissipated.

Before and while in attendance at the Event, participants shall abide by and ensure its performing personnel abide by, any health and safety recommendations or protocols put in place by any level of government in relation to any declared pandemic.

INSURANCE

In consideration of my participation in Aurora’s Christmas Market as indicated in the Registration Form, I hereby agree to provide a Commercial General Liability Insurance Certificate to the Town as set out below:

1. Commercial General Liability insurance in an amount not less than Two-Million Canadian Dollars (\$2,000,000.00 CAD) per occurrence, naming The Corporation of The Town of Aurora as an additional insured. Such insurance shall contain a cross liability and severability of interest clause and shall include, but not be limited to, bodily injury including death, personal injury, property damage, including loss of use thereof, blanket contractual liability, Owner's and Contractor's protective liability, contingent employer's liability, non-owned automobile liability, and products and completed operations coverage.

INDEMNITY AGREEMENT

In consideration of my participation in Aurora's Christmas Market as indicated in Registration Form. I agree to hold harmless, indemnify and defend the Releasees from and against any and all liability, loss, claims, actions, causes of action, demands, costs and expenses, including reasonable legal expenses, which may be brought against or made upon the Releasees due to any personal injury or property damage to any third party arising from my actions or the action of my staff, volunteers and performers.

Permission to Photograph and Record

The parties agree that the Town may take photographs and make audio and video recordings of the Event and include portions of such recordings or photography in the Town's media publications and otherwise photographs, video, or recordings made by Town will be used only for the Town's purposes. Town agrees that it will not use flash photography and will not broadcast or distribute the Event in its entirety without the parties further written permission.

I recognize that by signing this document I am waiving certain legal rights, including the right to sue.

Date: _____
Name: _____
Address: _____
Signature: _____