



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

TOWN OF AURORA

Aurora's Christmas Market

Aurora Town Park

December 1, 2, and 3
 December 8, 9, and 10

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 all-weather outdoor market taking place at Aurora Town Park, 49 Wells Street**
 (Event will occur in snow, rain, wind, etc.)**

Please submit your applications by October 13, 2023, for the early bird fee to sreynolds@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: _____

I wish to receive notice of other Town events and programs via email (check box)

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 13. 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 or open space to put a 10x10 tent will be provided to vendors during their participation these spots will be given on a first come first serve basis. If your application is accepted, you will be notified on whether you will be receiving a hut or tent space. Vendors are responsible for their own heat source (if desired), power, table, chairs, and tent (if needed). Generators supplied by vendors 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.

Cancellation:

All cancellation's must be communicated to sreynolds@aurora.ca at least 5 business days in advance of your date. If notice is not given vendors will not be welcome back to future markets.

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:**

Date	Preference
Friday, December 1 (5 p.m. to 9 p.m.)	
Saturday, December 2 (5 p.m. to 9 p.m.)	
Sunday, December 3 (5 p.m. to 9 p.m.)	
Friday, December 8 (5 p.m. to 9 p.m.)	
Saturday, December 9 (5 p.m. to 9 p.m.)	
Sunday, December 10 (5 p.m. to 9 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. Final registration is completed when payment is fully processed.

PAYMENT OPTONS:

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

- Cheque 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.

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 members of council, its officers, employees, directors, volunteers, agents or representatives (hereinafter called the “Releasees”)

ASSUMPTION OF RISK

I _____ (the “Participant”) acknowledge that I wish to participate in Aurora’s Christmas Market (the “Event”) as indicated on the Christmas Market Vendor Application Form (the “Form”). I am aware that doing so may expose me to risks associated with or contributed to 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 the 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 the Event, I hereby, for myself, my heirs, executors, administrators, assigns, 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 in the Event. This Release and Waiver applies to all claims, foreseen and unforeseen, including negligence and breach of statutory or other duties of care, including those that may be owed under the *Municipal Act, 2001* and the *Occupiers’ Liability Act*.

PANDEMIC OR OUTBREAK OF COMMUNICABLE DISEASE

In the event any government orders are issued by the Province of Ontario in relation to any pandemic or outbreak or any communicable disease, the Town shall have the right to cancel the Event and terminate this Agreement without any liability to the Participants and without any compensation to the Participants.

Before, after and during the Event, the Participant shall abide by and ensure its staff and/or volunteers abide by any health and safety recommendations, or protocols put in place by any level of government in relation to any pandemic or outbreak of communicable disease.

INSURANCE

In consideration of my participation in the Event, 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 the Event, 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 myself or any third party arising from my actions or the actions of my staff, and/or volunteers in relation to the Event.

Permission to Photograph and Record

The parties agree that the Town may take photographs and make audio and video recordings ("Recordings") of my, or my organization's participation in the Event, which may include photographs and/or Recordings of me, my staff and/or volunteers which may be published in the Town's media publications including social media channels. I hereby consent to the use of such photographs and Recordings by the Town and hereby release the Town from any copyright claims in relation to same.

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

Name of Participant: _____

Address of Participant: _____

Signature of Participant: _____

Date: _____