

The Market Vending Centre

Please submit completed applications to: Office 335 Student Centre, York University, 4700 Keele St. Toronto, ON M3J 1P3

Phone: 416-736-5658 Fax: 416-736-5884 Email: info@yorkstudentcentre.com

Vending Policies and Procedures

1. *The intent of entrepreneurial activity in the York University Student Centre (YUSC) is to provide as wide a range of services and products to the York community as possible.*
2. *Merchandise and / or services offered must not be in conflict with commercial operations in the Student Centre.*
3. *Space may be rented on a daily, weekly, monthly or term basis.*
4. *The YUSC will determine the bookings of space and decide upon the enforcement of University and YUSC regulations pertinent to the rental of space.*
5. *The YUSC reserves the right to change, cancel or add any rule(s) at any time for any reason whatsoever, move, relocate, suspend operation privileges, or immediately terminate this agreement without prior notification to anyone.*
6.
 - a) *All vendors are required to fully list their products and services on the attached application form.*
 - b) *All vendors must show proof of their vendor permit and provide a photocopy to the YUSC.*
 - c) *The YUSC does not guarantee exclusivity of product.*
 - d) *The YUSC reserves the right to restrict or eliminate any product or service as condition of vending. Sale of a restricted or eliminated product will result in the immediate cancellation of vending privileges without refund.*
7.
 - a) *Rent is payable by cash and business cheques ONLY.*
 - b) *Payment shall be made to: York University Student Centre*
 - c) *Personal cheques are NOT accepted and business cheques are accepted only at the discretion of the YUSC accounting department.*
 - d) *Accepted business cheques that are returned due to insufficient funds or payment stopped are subject to a \$40.00 service charge plus the full cheque amount. This must be paid to YUSC by cash ONLY and payment must be made IMMEDIATELY. Future business cheques will not be accepted.*
 - e) *Payment for space rental is non-refundable and MUST be made at the time of booking. Rentals without payment will not be allowed. We cannot guarantee a space without the full payment.*
 - f) *Payment for rental space must be made before setting up display of merchandise. If vendor has not paid for rental space in advance but has displayed merchandise, an additional fee of \$10 per booth, per day, will be charged to the vendor.*
8. *Vendors must display their merchandise in an orderly manner and the area must be kept clean and free of garbage. No standing racks or additions are permitted without the expressed consent of the YUSC. Additional tables are NOT permitted.*
9. *If YUSC approves of the use of additions, such as standing racks, an additional charge will ensue.*
10. *No material reasonably construed to be racist, sexist, homophobic or deemed offensive in any manner, shall be sold or displayed for sale. At its discretion, the YUSC may require vendors to immediately remove material it construes to be discriminating or offensive in any way.*

The Market Vending Centre

Vending Terms and Conditions

The following Terms and Conditions must be read before signing the Vendor Application Form and the Vending Contract.

A | Specific Provisions

1. *The Vendor may not assign or sublet the designated space or any part thereof. In the event of this happening, all future bookings will be immediately cancelled without refund.*
2. *The Vendor must pay for rental space in advance. Failure to do so, will result in an additional fee of \$25 per booth, per day.*
3. *The Vendor must not permanently affix, in any way, material of any kind to the glass, metal or concrete. Any posters or signs must be removed at the end of each business day.*
4. *The Vendor must ONLY use furniture (1 table) provided by the YUSC, in the numbered space assigned by the YUSC.*
5. *Commercial booths may not be permitted on days specified by the YUSC during which all available space has been committed.*
6. *Only the person(s) whose name(s) appear on this application is/are authorized to sell goods or services in the assigned space.*
7. *In the event that the Vendor fails to occupy the assigned space as specified in the Vendor Information Form by 11:00 am, the YUSC reserves the right, at its sole discretion, to reassign the space for that day. There will be no refund for the re-assignment of space.*
8. *The Vendor will not make alterations or adjustments to the YUSC vending tables.*
9. *The Vendor will remove any rubbish or waste material on or around the YUSC vending tables before leaving each day.*
10. *The Vendor will remove all signs, merchandise, racks and /or displays at the end of the day, returning the booth to the condition in which it was found.*
11. *Absolutely no storage space is available from the YUSC. All goods are the responsibility of the vendor.*
12. *The YUSC may terminate this agreement without notice for:*
 - a. *any infraction of the terms and conditions.*
 - b. *any infraction of any applicable laws, rules and regulations and standards of Federal, Provincial and Municipal Governments or agencies as well as insurance underwriter sand the YUSC.*
13. *If you are registered under the student rate, the student must be present at all times during the vending day. Failure to adhere by this will result in a loss of reservation privileges.*

The Market Vending Centre

B | Responsibilities of the Vendor

1. *The Vendor is liable for all the loss or damage to YUSC property resulting from or connected with the Vendor's use of the designated space.*
2. *The Vendor agrees to indemnify and save harmless, the YUSC against all claims, demands, suits, actions, proceedings or liabilities arising out of or in connection with this contract and against and from all costs, counsels, fees, expenses and liabilities incurred in or about such claim or any action or proceeding brought thereon.*
3. *Any business conduct or practice carried on or maintained by the Vendor which may harm or intend to harm the business or reputation of the YUSC, or reflect unfavorably on the YUSC, or other tenants, or which might confuse or mislead the public and/or the University community, shall be immediately discontinued by the Vendor at the request of the YUSC.*
4. *The Permit issued by the Ministry of Revenue, Retail Sales Branch, must be in the Vendor's possession at all times during operation from the designated space and a photocopy of the vendor permit must be provided to YUSC.*
5. *The vendor must restrict operation within the area of the designated space, and to the designated table. Said space measures 7' long x 5' deep, an area of 30 square feet, and said table measures: 6' x 3'. The Vendor must also ensure there will be no traffic encroachment on the traffic corridor required by existing regulations or on space assigned or reserved for another Vendors.*
6. *A receipt must be available upon request to all customers.*
7. *The refund and exchange policy MUST be made clear to the customer at the time of the purchase. A copy or description of the Vendors refund policy must be provided to YUSC.*

C | Statement of Customer's Rights

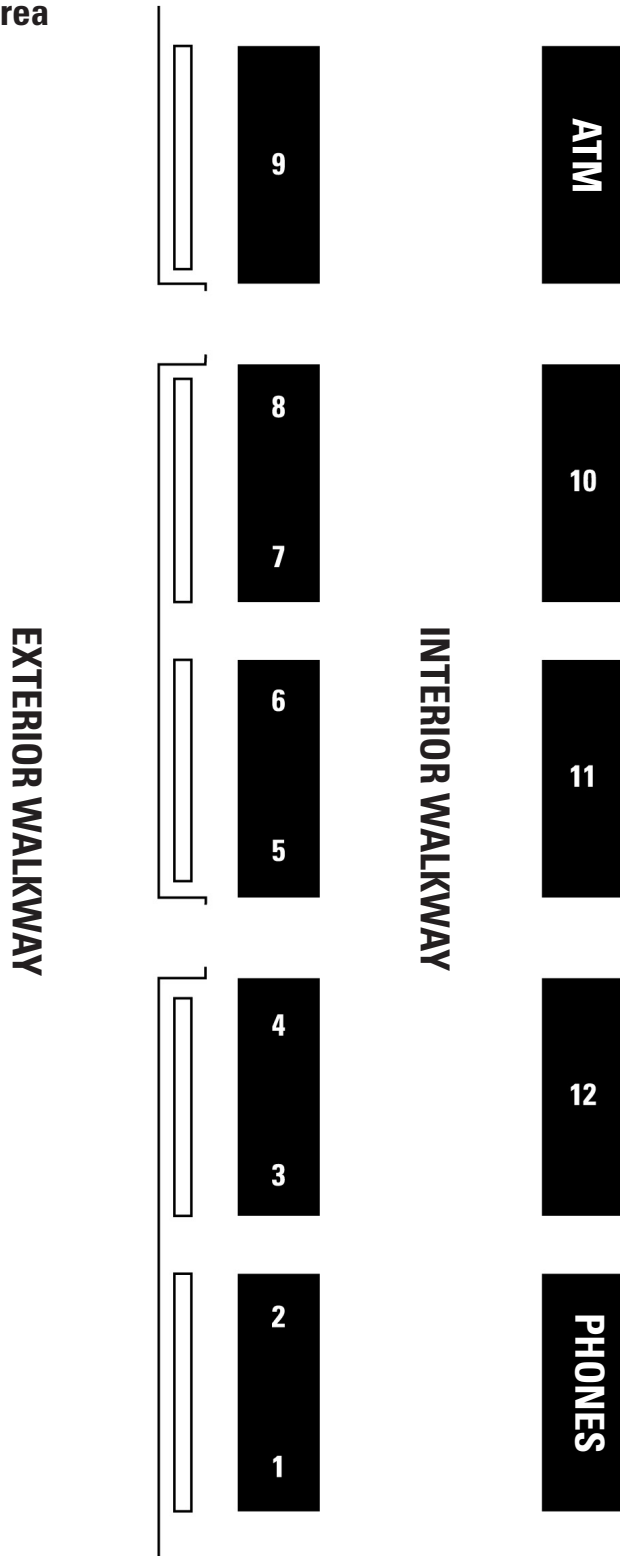
- *In order to protect the interests of Market Vendors and their customers, the York University Student Centre (YUSC) has developed a statement of customer's rights, which is intended as a guide to a customer's rights related to the Market Vending Area. As a customer of YUSC Market Vending Centre, a customer is entitled to:*
- *Be treated with respect, integrity, and quality customer service*
- *A receipt for all merchandise purchased upon request.*
- *Upon request, adequate contact information of vendor's business phone number, address and/or email in order to follow up with any customer service inquiries, or returns.*
- *Returns permitted within 5 business days of the date purchased, as long as the original receipt is provided with unused/unopened merchandise.*
- ***If you have any comments, suggestions or concerns with The YUSC Market Vending Centre, Please contact YUSC directly at office 335 Student Centre, 416-736-5658.***

D | Information Regarding the Vendor's Permit

You can obtain a Vendor's Permit through the Ontario Ministry of Revenue. Their phone number is 1-800-268-8852 or 416-222-3226. They are able to provide you with a temporary number immediately after applying. The actual permit usually take 2-6 weeks to be processed.

The Market Vending Centre

E | Map of Vending Area



The Market Vending Centre

F | Vending Rates 2009 – 2010

Fall and Winter Rates (September 9th to April 5th)

Window Booths (1 – 8)

Day \$50.00

Window Booths (9)

Day \$55.00

Wall Booths (10 - 12)

Day \$40.00

Corporate Rate (all booths)*

Day \$200.00

*Student Rate** (wall booths or booth 10)*

Day \$30.00

Spring/Summer Rates (April 6th to September 8th)

Window Booths (1 – 8)

Day \$30.00

Window Booths (9)

Day \$35.00

Wall Booths (10 - 12)

Day \$25.00

Corporate Rate (all booths)*

Day \$100.00

Discounts

Weekly Discount 10%

Monthly Discount 20%

Term Discount 25%

***CORPORATE VENDORS** | YUSC classifies Corporate Vendors as those larger companies such as Business Depot, Bell Mobility or MBNA Canada etc or any promotional companies supplying demos, samples or promotions for a particular product or service.

****STUDENT VENDORS** | To be eligible for the student rate, the vendor must be a current York University Student and present a valid form of I.D. and York Student Card. The student must be present at all times during the booth rental. The student rate is only applicable in the Fall/Winter term. Additional weekly, monthly or term discounts are not available for the student rate. Please note there is no student rate available for the Spring/Summer Vending Program.

The Market Vending Centre Application Form

www.yorkstudentcentre.com

Please print clearly.

Note: This application does not confirm your booking.

A contract will be completed following the approval of your application.

Contact Information

Date of submission _____

Vendor/Contact Name _____

Business Name _____

Mailing Address _____

Home Phone _____ Business Phone _____

E-mail _____

Vendor Permit Number _____

Details

Please provide a complete description of merchandise and/or service:

Please outline the customer refund and exchange policy for your merchandise while vending at YUSC:

Proposed Dates for the Reservation

Fall term Winter term Summer or Individual dates: _____

Preferred booths (list by order of preference): 1 _____ 2 _____ 3 _____

Note: this application is subject to approval by the York University Student Centre Administration. The application processing time is usually 1 - 2 weeks.

I have read and understand the YUSC Vending Policies and Procedures, Vending Terms and Conditions and Statement of Customer's Rights, and agree to comply with all conditions proposed if my application is approved.

Name _____

Signature _____

Date _____

For office use only

Date approved _____ Approved by _____

Date of contract issued _____ Issued by _____

The Market Vending Centre Daily Contract

I have read and understand the Student Centre Vending Package and agree that it is my responsibility:

i) to ensure that the terms and conditions that have been outlined are met and abided by.

ii) that as a vendor at the York University Student Centre, I must abide by the guidelines provided by the Ministry of Finance, division of Retail Sales, and provide receipts upon request of any sales made.

iii) Comply with the statement of Customer Rights.

Failure to do so may result on the applicant's loss of booking privileges, and/or loss or previously booked space without refund
The York University Student Centre reserves the right to impose payment and/or booking restrictions upon the applicant at any time, without notice. The person making the bookings must be present at all times during the rental period.

This contract must be signed in the presence of a York University Student Centre employee.

Vendor Name / Business Name / Contact Name

YUSC Manager's Name

Date

Date

Signature

YUSC Manager's Signature