

# The Market Vending Centre 2017-2018

Please submit completed applications to: Office 335 Student Centre, York University, 4700 Keele St. Toronto, ON M3J 1P3  
Please note the application processing time is usually 1–2 weeks. | Phone: 416-736-5658 Fax: 416-736-5884 Email: internal@yusc.ca

## 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 University community as possible.*
2. *Merchandise and / or services offered must not be in conflict with commercial operations in the YUSC.*
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 York 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 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 or cheque.*
  - b. *Payment for space rental is non-refundable and MUST be made at the time of booking.*
  - c. *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*
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.*
11. *At no time shall a vendor impede the movement of vending tables. Locking of chairs or goods is strictly prohibited.*

## Vending Terms and Conditions

### 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 canceled 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 11:00AM, 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. All vendors must vacate vending area by 6:00PM.***
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. Student tables are available for a maximum of 2 days per week.*

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## 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. **A Business License issued by the Ministry of Revenue must be in the Vendor's possession at all times. A photocopy of the Vendor's Business License must also be provided to the YUSC.**
5. *The vendor must restrict operation within the area of the designated space, and to the designated table. 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 the 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, Phone: 416-736-5658 Fax: 416-736-5884 Email: [internal@yusc.ca](mailto:internal@yusc.ca)**

## D | Information Regarding the Vendor's Permit

*To register your company name, please call Service Ontario at 1-800-361-3223 and ask about Business Registration. To register for an HST Number, please contact Revenue Canada at 1-800-959-5525.*

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## E | Map of Vending Area



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## F | Vending Terms

Fall term..... September – December

Winter term..... January – April

Summer term..... May – August

## G | Vending Rates

**Note: Prices are subject to change due to time, availability, and discretion of YUSC Management.**

### Fall and Winter Terms

Daily Rate.....	\$80
Weekly Rate.....	\$250
Monthly Rate.....	\$850
Term Rate.....	\$800 per month
Corporate Rate <sup>†</sup> .....	\$250 per visit
Student Vending Table <sup>‡</sup> .....	\$50 per visit

### Summer Term

Daily Rate.....	\$60
Weekly Rate .....	\$160
Monthly Rate.....	\$550
Term Rate.....	\$500
Corporate Rate <sup>†</sup> .....	\$200
Student Vending Table <sup>‡</sup> .....	\$25

**All rates are not HST inclusive.**

**†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.

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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 \_\_\_\_\_

Business License Number \_\_\_\_\_

HST Number (if applicable) \_\_\_\_\_ Copy included? Yes No

Are you a student of York University? Yes No Copy of student ID included? Yes No

## 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 Reservation

Please choose one of the following option:

- |   |                              |           |             |             |     |     |     |     |     |     |     |     |     |
|---|------------------------------|-----------|-------------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| 1 | Term booking:                | Fall term | Winter term | Summer term |     |     |     |     |     |     |     |     |     |
| 2 | Monthly booking:             | Jan       | Feb         | Mar         | Apr | May | Jun | Jul | Aug | Sep | Oct | Nov | Dec |
| 3 | Weekly booking (list dates): | _____     |             |             |     |     |     |     |     |     |     |     |     |
| 4 | Daily booking (list 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.

### For office use only

Date approved \_\_\_\_\_ Approved by \_\_\_\_\_

Date of contract issued \_\_\_\_\_ Issued by \_\_\_\_\_

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I have read and understand the YUSC Vending Policies, Procedures, Vending Terms and Conditions, and agree to comply with all conditions proposed.

Confirmed vending dates: \_\_\_\_\_

Confirmed vending table: \_\_\_\_\_

Payment received:    Yes    No

\_\_\_\_\_  
Vendor Name / Business Name / Contact Name

\_\_\_\_\_  
YUSC Manager's Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
YUSC Manager's Signature