

VENDING AGREEMENT

THIS AGREEMENT made the _____, between _____ (the "Vendor") and St. Catharines World Rowing (the "SCWR").

WHEREAS:

1. The Vendor has applied for permission to sell _____ on certain lands occupied by the SCWR during the 2010 FISA World Rowing Masters Regatta and,
2. SCWR consents to the Vendor selling such _____ on the terms and conditions set forth in this agreement.

IN CONSIDERATION of the terms and conditions and mutual covenants contained in this agreement, the parties agree as follows:

1. SCWR grants to the Vendor the non-exclusive right to sell those products listed in Schedule "A" attached to this agreement on Henley Island from one (1) vending unit. The vending location as designated by the SCWR is more specifically identified on the sketch attached as Schedule "B" to this agreement.
2. Pursuant to the permission given under this agreement, the Vendor agrees that the vending unit shall be operated from _____ to _____ daily from _____ to _____, all dates inclusive. The Vendor expressly covenants and agrees that:
 - (a) the vending unit will be operated continuously, in accordance with this paragraph, throughout the period this agreement is in force; and
 - (b) the only items for sale from the vending unit shall be those items set out in Schedule "A".

The Vendor acknowledges that should he or she fail to comply with this paragraph, all rights under this agreement to vending privileges on Henley Island may be forfeited. In such case, after exercising its rights under paragraph 13, SCWR may proceed to make alternate arrangements as required to provide the service as contemplated by this agreement.

3. The Vendor shall pay to SCWR the sum of _____ dollars. The Vendor's fee shall be due and payable at the time of execution of this agreement.
4. The Vendor acknowledges that he or she is responsible for and agrees to:
 - (a) pay all retail sales tax and goods and services tax or harmonized sales tax remissions required to be made as a result of the activities under this agreement;
 - (b) obtain all necessary permits in order to operate the vending unit, and
 - (c) obtain all necessary approvals from the Niagara Health Unit, the local Fire Department, the Building Inspection Department and any other governmental body or agency whose approval is required.
5. In operating the vending unit, the Vendor agrees to use only such equipment, and operate such equipment only in accordance with such applicable rules, regulations and standards, as may be approved by those authorities set out in paragraph 4(c).
6. The vending unit shall:
 - (a) meet with the approval of the SCWR, as to quality and appearance, and for this purpose the Vendor shall provide in advance a photograph or detailed sketch of the vending unit;
 - (b) be mobile in nature and shall be removed from the designated vending location at the end of the term of this agreement;
 - (c) be equipped with adequate trash receptacles which have a clean appearance and complement the design of the vending unit; and
 - (d) not be equipped with bells or other sounding device, except as required by law.
7. The Vendor, and any persons helping or employed by the Vendor, shall wear clean apparel and practice a high standard of personal hygiene. Neither the Vendor nor any person helping or employed by the Vendor, shall solicit or harass passers-by for the purpose of vending.
8. (1) The vending unit shall be taken to the designated vending location shall remain at such location throughout the period of time set out in paragraph 2; provided that, with the approval of the SCWR or its authorized representative the vending unit may be relocated and the Vendor acknowledges and agrees that no other location shall be used by the Vendor under this agreement except as authorized in accordance with this agreement; and

9. The Vendor shall, at all times while this agreement is in force, maintain public liability and property damage insurance against personal injuries, death and loss or damage to property. Such insurance shall be in the amount of at least \$5,000,000.00 per occurrence. The Vendor shall, before commencing any vending under this agreement, deposit with SCWR, certificate(s) of insurance evidencing the existence of such insurance coverage, duly executed by the insurer and stating that before such insurance coverage is cancelled at least 10 days written notice will be given to the SCWR.
10. The Vendor covenants to protect, defend and save harmless the SCWR against any demand for payment for the use of any patented material, process, article or device that may enter into the manufacture or construction or form a part of the vending operations covered by this agreement. The Vendor further covenants to indemnify and save harmless the SCWR from suits or actions of every nature and description brought against the SCWR for or on account of any injuries or damage received or sustained by any party or parties by or from any acts of the Vendor or his or her employees or agents arising out of this agreement.
11. The Vendor shall comply with the provisions of the *Workplace Safety and Insurance Act, 1997*, S.O. 1997, c. 16, Sch. A, throughout the term of this agreement.
12. The Vendor shall in all respects abide by and comply with all applicable laws, regulations and by-laws of SCWR, other governments and other governmental bodies while this agreement is in force.
13. SCWR may terminate this agreement for any breach of the terms of this agreement by the Vendor, without compensation to the Vendor.
14. SCWR agrees that the inability of the Vendor to operate the vending unit for a temporary period of time as a result of *force majeure* will not constitute a failure to vend as referred to in paragraph 2(a).
15. The Vendor may terminate this agreement at any time on 20 days written notice.
16. Where notice is required to be given under this agreement, notice shall be given by either personal delivery or by first class mail to the addresses set out below. Where notice has been given by first class mail, the notice shall be deemed to have been received on the third day following mailing:
 - (a) To the Vendor at _____ ;

(b) To SCWR at c/o Sullivan-Mahoney LLP, Lawyers, 40 Queen Street, PO Box 1360, St. Catharines, Ontario L2R 6Z2.

(c) This Agreement shall be in force until _____, unless terminated sooner by either party.

17. This Agreement is personal to the Vendor and cannot be assigned or transferred.

IN WITNESS WHEREOF the parties have affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf.

Schedule "A"