



**City of Langford**  
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**LICENCE AGREEMENT**

**GOLDSTREAM FARMERS MARKET SOCIETY OUTDOOR MARKET**

**THIS AGREEMENT** made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

BETWEEN:

**THE CITY OF LANGFORD**  
2<sup>nd</sup> Floor, 877 Goldstream Avenue  
Victoria, B.C. V9B 2X8

(the "**City**")

AND:

**GOLDSTREAM FARMERS MARKET SOCIETY**  
PO Box 28007  
Westshore PO  
Victoria, B.C. V9B 6K8  
(Registration No. S-52053)

(the "**GFMS**")

**WHEREAS:**

- A. The GFMS wishes to occasionally use a portion of Veterans Memorial Park for operating an outdoor public market on Saturdays, from April to December for 2023, ending December 31, 2023.
- B. The City is of the opinion that the operation of an outdoor public market will benefit the community culturally, artistically, and commercially.

**NOW THIS AGREEMENT WITNESSES** that in consideration of the promises exchanged herein and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

**1.0 DEFINITIONS**

1.1. In this Agreement,

**"Land"** means that portion of parkland at 697 Goldstream Ave and 2818 Aldwynn including the washrooms located at 2830 Aldwynn as identified on the attached **Schedule 'A'**.

**"Food Truck"** means a large, motorized vehicle or trailer, equipped to cook, prepare, serve and/or sell food.

**"Market"** means the outdoor public market authorized under section 2.0. of this agreement.

**"Special Event"** means an event authorized by permit or licence requiring the temporary closure of the Land or the Market, including without limitation, an assembly, parade, demonstration, or the filming of a moving picture or television production.

**"Vendors"** means individuals who are authorized by GFMS to use or occupy a space, table, or booth outdoors on the Land for the sole purpose of selling either locally grown or locally prepared produce and foodstuffs such as fruit, beverages – including alcohol limited to beer, spirits, wine, cider or mead - vegetables, meat, baked goods and preserves from locally owned and/or operated farms, food prepared for consumption during market hours, arts, crafts and wares that are produced in the vendor's home, or services to the public as per the vendor description and rules within the GFMS Vendor Regulations Document. Vendors are not permitted to display information or hand out pamphlets or flyers that are of a nature that may be considered political or socially offensive, nor are vendors permitted to solicit information or support from the public in the form of petitions or letters of support.

## **2.0 GRANT OF LICENCE**

- 2.1. The City grants a non-exclusive licence to the Goldstream Farmers Market Society to use the Land for the purpose of operating an outdoor public market in accordance with this Agreement.
- 2.2. GFMS has no claim to the Land or any interest in it other than as permitted under this Agreement.
- 2.3. For the purpose of operating the Market, GFMS may allow Vendors to:
  - (a) erect temporary outdoor stands, coverings, screens, and other related equipment; and
  - (b) sell services or tangible personal property.
- 2.4. GFMS may allow food vendors in the Market, however Food Trucks are not permitted to operate as part of the Market.
- 2.5. In the event that the GFMS changes its' name, the City is to be notified so that this agreement may be redrafted accordingly.

## **3.0 HOURS OF OPERATION**

- 3.1. Subject to the City's right to terminate this Agreement under section 9.2, GFMS may allow the operation of the Market between 10:00 a.m. and 2:00 p.m. on Saturdays, beginning in the month of April and ending in the month of December during 2023.
- 3.2. Notwithstanding section 3.1, GFMS is not permitted to operate the Market on November 11, 2023.
- 3.3. In accordance with section 5.5, the Land will be closed to vehicular traffic between 8:00 am and 3:00 pm to allow for the setup and removal of vendor stands.

## **4.0 LICENCE AND RENTAL FEES**

- 4.1. GFMS will pay to the City an annual licence fee of \$1.00 for years of 2023.

## **5.0 LICENCE REQUIREMENTS**

- 5.1. GFMS will obtain and exhibit health, fire, and liquor license authorities' approvals at each of the Market's vending stalls for which those approvals are required.
- 5.2. When the Market is operating, GFMS will maintain the Land in a clean and sanitary condition, free of litter.
- 5.3. GFMS will ensure that all Vendors have obtained proof of registration with sales tax authorities if that registration is required by law.
- 5.4. When the Market is operating, GFMS will maintain pedestrian walkways and access for emergency vehicles on the Land.
- 5.5. Should there be a need request for a road closure, GFMS will not implement the provisions on their own, but will utilize the services of Victoria Contracting and Municipal Maintenance Corporation (VCMC), who will erect barriers no earlier than one (1) hour before the Market operation is to begin, and one (1) hour after the Market closes.
- 5.6. GFMS will ensure that on each day that the Market operates, all tables, display stands, coverings, screens, and other equipment used for the Market are:
  - (a) not erected until two (2) hours before the Market operation is to begin; and
  - (b) removed from the Land within one (1) hour after the Market ends.
- 5.7. On each day that the Market ends, GFMS will leave the Land in the same condition that it was before the structures and equipment for the Market were erected.
- 5.8. If GFMS fails to comply with section 5.7 and the City does any of the work described in those clauses, GFMS will pay to the City the costs of the work undertaken by the City.
- 5.9. When requested, GFMS will provide to the City, a full report related to the following matters:
  - (a) the percentage of commercial vendors, local produce and beverage vendors, local craft vendors, and local artists who participate in the Market.
- 5.10. The sale of alcoholic beverages are limited to the following:
  - a) The sale of two (2) bottles per vendor;
  - b) That there will be only two (2) alcohol vendors per Market opening providing tasting and sales services;
  - c) Sales are limited to beer, spirits, wine, cider or mead only;
  - d) GFMS must obtain a liquor license from the British Columbia Liquor and Cannabis Regulation Branch and ensure all requirements specified under the license are adhered to if allowing vendors to sell alcoholic beverages.

## **6.0 INSURANCE AND INDEMNITY**

- 6.1. GFMS will maintain public liability insurance in an amount of at least \$5 million per occurrence in respect of personal injury (including death resulting there from) or property damage which may arise from the use of the Land by GFMS for operating the Market and will include the City as an

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additional insured in respect of that policy of insurance. GFMS will provide the City with proof of that insurance upon reasonable request.

- 6.2. GFMS will indemnify and save harmless the City from all actions, claims, damages, losses, and expenses that the City may incur because of anything done or omitted to be done by GFMS or the Vendors in relation to the use of the Land by GFMS or the Vendors for operating the Market.

## **7.0 ASSIGNMENT**

- 7.1. GFMS will ensure that it and the Vendors do not transfer or assign the licence granted under section 2.0 without first obtaining the City's written consent.

## **8.0 NOTICE**

- 8.1. For the purposes of this Agreement, notice is sufficiently given by one party to the other if the notice is written, is personally delivered or mailed with prepaid postage and is addressed to:

- (a) Goldstream Farmers Market Society at PO Box 28007, Westshore PO, Victoria B.C., V9B 6K8; and
- (b) the City at 2<sup>nd</sup> Floor, 877 Goldstream Avenue, Victoria B.C., V9B 2X8 #.

## **9.0 SUSPENSION AND TERMINATION**

- 9.1. Where the Land is required for a Special Event, the City may upon thirty (30) days' written notice to GFMS, provide that the rights of GFMS to operate the Market are suspended for such period of time as the City indicates is necessary to accommodate the Special Event. In the event of a suspension under this section, the City shall not be responsible for any loss, costs, or damages incurred by GFMS or the Vendors as a result of such suspension. However, the City shall request that the third party which has applied to the City for permission to use the Land for the Special Event, negotiate with GFMS and the Vendors such compensation for the suspension of their rights under this Agreement as the third party, GFMS and the Vendors may determine is fair and reasonable. Nothing in this section shall oblige the City to take any steps to assist GFMS and the Vendors with such negotiations, or to take any steps to enforce the terms of any arrangement that is reached between GFMS, the Vendors, and the third party respecting such compensation, permission or to withhold the granting of its permission in respect of the Special Event if GFMS, the Vendors, and the third party have not agreed to the terms of any compensation to be paid to GFMS and the Vendors.
- 9.2. The City may at any time suspend this Agreement without any compensation to GFMS or the Vendors if, in the opinion of the Director of Engineering, the City requires access to the Land for the purpose of constructing, maintaining or repairing any road, sidewalks, pavement, utility, conduits, sanitary sewer, manholes, water mains, or other municipal infrastructure. The City will use reasonable efforts to provide GFMS with advance written notice of such suspension, but in the event of an emergency that renders the provision of notice impractical, the City may suspend the Agreement without notice.
- 9.3. Either party may terminate this Agreement at any time by giving sixty (60) days' written notice to the other party.

- 9.4. The City may terminate this Agreement by giving ten (10) days' written notice to GFMS if it fails to comply with a provision of this Agreement. GFMS may terminate this agreement by giving ten (10) days' written notice to the City, if the operator has a medical emergency.
- 9.5. The City may terminate this Agreement by giving two (2) days' written notice to GFMS if the GFMS rents or allows an individual, group, or the like to occupy a booth, stand, or space who does not meet the definition of a Vendor.
- 9.6. The City may terminate this Agreement by giving two (2) days' written notice to GFMS if the GFMS rents or allows an individual, group, or the like to occupy a booth, stand, or space who does meet the definition of a Vendor, but is also conducting acts prohibited under the definition of a Vendor.
- 9.7. The GFMS may prevent the termination of this Agreement pursuant to sections 9.5 and 9.6 if the GFMS terminates its' contract with the offending Vendor upon receiving the termination notice from the City.
- 9.8. In the event of termination of this Agreement by the City pursuant to sections 9.3 through 9.9, the City shall not be liable for any loss, costs, damages, or expenses incurred or suffered by GFMS or the Vendors as a result of that termination.
- 9.9. The City may terminate this Agreement after the end of November in any calendar year if that is recommended by City staff and approved by Council.

**IN WITNESS WHEREOF** the parties hereto have executed this agreement by their authorized signatories.

**GOLDSTREAM FARMERS MARKET SOCIETY** by )  
its authorized signatories: )

Signature: \_\_\_\_\_ )  
Print Name: \_\_\_\_\_ )

Signature: \_\_\_\_\_ )  
Print Name: \_\_\_\_\_ )

**THE CITY OF LANGFORD** by its authorized )  
signatories: )

\_\_\_\_\_)  
Mayor: \_\_\_\_\_ )

\_\_\_\_\_)  
Chief Administrative Officer: Darren Kiedyk )

SCHEDULE A

