

# Canso Waterfront Kiosk Vendor Agreement

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## Introduction

This agreement is made between the Guysborough District Business Partnership (GDBP) and the undersigned vendor for the rental and operation of a seasonal kiosk located on the Canso Waterfront. The purpose of this agreement is to support local vendors and enhance the waterfront experience for residents and visitors.

## 1. Term of Agreement

The kiosk rental is for the summer operating season, beginning on an agreed-upon start date and ending on a mutually agreed end date. Vendors must be open and operational from the agreed start date. Preference may be given to vendors who commit to extended operating periods throughout the season in order to serve both residents and visitors.

## 2. Rental Fees

The rental fee for the kiosk is \$200 per month, payable to the Guysborough District Business Partnership (GDBP). For rentals that do not cover a full month, the fee will be pro-rated at \$50 per week. The **first \$200 rental payment is required upon acceptance** of the proposal and prior to occupying the kiosk. Rental fees must be paid in advance and a signed rental agreement must be in place before the kiosk is occupied.

E-transfers, Cheques or Cash Payment can be made to:

Guysborough District Business Partnership  
PO Box 9, 143 Main Street Guysborough  
[acunningham@gdbp.ca](mailto:acunningham@gdbp.ca)

## 3. Utilities

Electricity is available at the kiosk. Electricity costs will be billed to the vendor based on actual usage and must be paid promptly upon invoicing.

## 4. Insurance

The kiosk structure is insured by the Municipality of the District of Guysborough (MODG) contents are not. Vendors are responsible for insuring their own equipment, products, inventory, and contents if they choose to do so. GDBP and MODG are not responsible for loss, damage, or theft of vendor property.

## **5. Operating Hours**

Vendors must establish consistent operating hours at the beginning of the season and clearly post these hours at the kiosk. The kiosk must remain open during the posted hours and must operate during the following mandatory dates and events: All weekends; Canada Day; Stan Rogers Folk Festival weekend; Canso Regatta weekend; and any widely advertised community event.

## **6. Vendor Responsibilities**

Vendors agree to maintain the kiosk in a clean and tidy condition, dispose of garbage and recycling appropriately, operate in a respectful manner toward neighbouring businesses and the public, follow all applicable health and safety regulations that apply, and avoid alterations to the kiosk structure without prior approval from the Municipality.

## **7. Non-Compliance and Penalties**

The following penalties may apply if the terms of this agreement are not met: \$150 per mandatory event if the kiosk is not open; \$50 per day for failing to maintain posted operating hours. Repeated violations may result in termination of the rental agreement.

## **8. Termination of Agreement**

GDBP reserves the right to terminate this agreement if the vendor fails to comply with the terms outlined above. If termination occurs, the vendor must vacate the kiosk within a reasonable timeframe determined by the Municipality and the GDBP.

## **9. Products and Services**

Vendors must outline the products or services they intend to offer when submitting their proposal. Priority may be given to vendors offering local products, seafood, or goods and services that complement existing waterfront businesses. GDBP reserves the right to limit duplicate offerings to maintain a balanced mix of vendors.

## **10. Damage and Care of the Kiosk**

Vendors are responsible for reasonable care and cleanliness of the kiosk during the rental period. Any damage beyond normal wear and tear caused by the vendor may be the responsibility of the vendor to repair or reimburse. The kiosk must be returned in clean condition at the end of the rental period with all vendor equipment removed.

Any fixtures, furnishings, or equipment located within the kiosk prior to the start of the rental period remain the property of the Municipality of the District of Guysborough. These items may be used by the vendor during the rental period but must not be removed from the kiosk and must remain in the kiosk at the end of the season.

**11. Damage Deposit**

**A refundable \$200 damage deposit will be required prior to occupancy.** The deposit will be returned at the end of the season provided the kiosk is left in good condition and all fees are paid.

**Acceptance of Agreement**

Vendor Name: \_\_\_\_\_

Business Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

GDBP Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_