



**FORT ERIE LIVE RACING CONSORTIUM  
HEALTH AND SAFETY RESPONSIBILITY AGREEMENT**

***Farmers Market Vendor***

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THIS AGREEMENT made the \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the Vendor \_\_\_\_\_, having a Vendor's Booth (Pitch) at the Fort Erie Race Track and the Fort Erie Live Racing Consortium (FELRC) having a facility at - 230 Catherine St, Fort Erie, Ontario, L2E 4W2.

IN CONSIDERATION of the Sum of \$100.00 (Plus HST) dollars paid by each of the Venders to the Fort Erie Live Racing Consortium, (the receipt of which is acknowledged by each party) the parties covenant and agree as follows:

1. The Vendor shall employ only orderly, trained, competent and skillful people to do the work and the Vendors employees shall be fully covered under the under the Vendors WSIB, Bonding and liability Insurance. All subcontractors must be approved in writing by the FELRC before commencing the set up of any Vendor's booths.
2. The Vendor Acknowledges and accepts all risks arising or pertaining to the ownership, possession, use or operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by an act or omission or negligence of the Vendor, or for those whom it is in law responsible.
3. The Vendor shall indemnify and save harmless the FELRC from any and all claims, demands, actions, losses or property damage arising directly or indirectly from the ownership, possession, use of operation of its equipment in completing its services, whether in whole or in part, whether directly or indirectly, by act or omission or negligence of the Vendor, or for those whom it is in law responsible. The Vendor shall protect and hold the FELRC harmless and shall pay all costs, expenses and reasonable legal fees incurred or paid by FELRC in connection with such litigations. The indemnities contained in this Agreement shall not be prejudiced by and shall survive the termination of this agreement.
4. The Vendor shall abide by and shall ensure that each of the Vendors employees abide by the FELRC Health and Safety rules and regulations. The Vendor will also be able and willing at such times as recommended by the FELRC to provide additional precautions as deemed necessary by the FELRC for the safe- guarding employees and equipment. The Vendor further acknowledges and agrees that any violation of Safety rules or regulations is justifications of the immediate termination of this contract with the FELRC, without any further obligation on the part of the FELRC.
5. The Vendor shall, at its own expense, obtain and maintain in good standings all permits and licenses required by any authorities having jurisdiction over the business of the Vendor. The



Vendor shall also comply with all Federal, Provincial and Municipal governmental laws and regulations which are applicable to its business, and in particular, those affecting health and safety and environmental matters.

6. This Agreement shall be constructed and enforced in accordance with the laws of the Province of Ontario and the parties agree to attorn to the jurisdiction of the Courts of the Province.
7. This Agreement embodies the entire agreement of the parties with regard to the matter herein, and no other agreement shall be deemed to exist, except as entered into in writing by both parties to this agreement.
8. The Vendor shall not assign this Agreement or any part of it and may not employ or retain anyone as a sub Vendor or otherwise, to perform any part of its obligations under this Agreement with the prior written consent of the FELRC.
9. No Venders booths will be granted by the FELRC unless this Agreement terms and conditions are full accepted and agreed upon by the parties to the satisfaction of the FELRC.
10. Enclosed are the Fort Erie Live Racing Consortium Safety Guidelines. This guide is for all Vendors, their employees and all others who may be involved in work on FELRC properties. This guideline must be read and strictly observed by all when working on FELRC property. There are no exceptions to these guidelines, any Vendor not complying with these guidelines will be ordered to stop the job until the condition is corrected and may be subjected to dismissal. Any cost incurred by non-compliance will be borne by the Vendor.

If there are any questions about any part of this guideline, the Vendor is to contact the Property Manager at (905) 871- 3200 ext. 3225.

Prior to the commencement of selling any products the Vendor must sign and return this agreement to the FELRC Security Department.

I \_\_\_\_\_ have read the Safety Guidelines and understand them.  
I agree to follow the FELRC Safety Guidelines and work responsibly within the restrictions of this agreement while working on FELRC property. I will ensure that my employees have access to a copy of and will comply with the criteria set out in the FELRC Safety Guidelines.

Accepted the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

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

FELRC

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Print Title: \_\_\_\_\_

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

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