



Scadding Court Community Centre's

Business out of the Box Toolkit



Updated September 2013

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PURPOSE OF THIS TOOLKIT

Scadding Court Community Centre (SCCC) is passionate about the Business out of the Box model as a new approach to community engagement, economic opportunity and much more. This toolkit is intended to inform and support individuals and organizations interested in this innovative and exciting model.

The SCCC Market 707 experience offers insight and details on why to develop a container marketplace, what to consider, how to navigate licensing and other requirements and how to operate a community-based market. Topics covered include requirements of various municipal departments, design and logistical considerations for container construction and placement of containers, day-to-day market administration and operations, and how to best assist entrepreneurs in establishing successful businesses.

This manual can help lead those interested in establishing a market through key planning and operational considerations. The SCCC experience is ongoing. The information in this manual includes SCCC's experience to date and two independent evaluations of the project by The Working Habitat and Ryerson University's Diversity Institute. It is anticipated that this living document will be revised as we continue to learn more and work with others to expand this model.

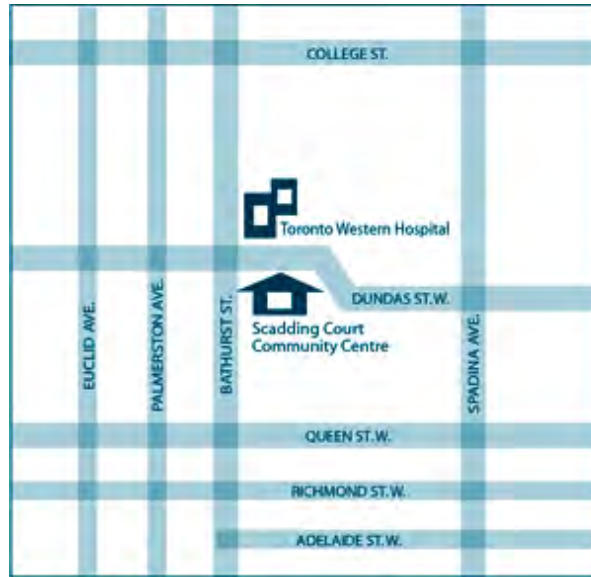
In addition to sharing our learning through this manual, SCCC is available to consult with others who are interested in starting their own Business out of the Box project or modular marketplace. For more information please contact (416) 392-0335 or marketplace@scaddingcourt.org.



ABOUT SCADDING COURT COMMUNITY CENTRE

Scadding Court Community Centre (SCCC), located at the corner of Dundas and Bathurst streets, has a history of delivering high quality and innovative social recreation programs, engaging in community development and leading initiatives focused on civic participation. SCCC's mandate is to support and foster the well-being of individuals, families and community groups by providing and encouraging both local and international opportunities for recreation, education, community participation and social interaction. Social and economic inclusion, community economic development and social justice inform much of the work at the Centre.

For more information about SCCC and its programs, including details about Market 707, please visit: www.scaddingcourt.org.



PROJECT FUNDERS

Business out of the Box and Market 707 have gained a lot of acclaim and support. We thank everyone who helped us put together this manual including Ryerson University's Diversity Institute, Levitt Goodman Architects, numerous volunteers, probono services from McMillan LLP and project funders including the Metcalf Foundation, the Ontario Centres of Excellence, the Toronto Community Foundation and KPMG.

ABOUT BUSINESS OUT OF THE BOX & MARKET 707

In 2011, SCCC launched *Market 707* – Toronto’s first shipping container market aimed at providing affordable retail space for low-income people, newcomers, youth and people facing barriers to starting a business. Out of this Market 707 experience, SCCC developed *Business out of the Box*, a model that takes the learnings from Market 707 to help others develop their own container marketplaces. This model can assist communities in transforming underutilized spaces into job opportunities and vibrant community assets. This section will go into more detail about both Market 707 and Business out of the Box but the distinction between them is critical. Here is a helpful key:

Market 707 = shipping container market @ SCCC
Business out of the Box = model of shipping container markets

History of Market 707

In 2009, during one of SCCC’s international programs in Ghana, SCCC staff witnessed innovative uses of shipping containers transformed into vending stalls and we thought – why can’t we do that? And in 2011 – we did. In response to community feedback, a desire for broadened local employment opportunities and an emerging redevelopment vision, SCCC created an outdoor market along the Centre’s Dundas Street frontage – *Market 707*. Attractive, colourful, salvaged shipping containers retrofitted by a company called Storstac now form the basis of a vibrant outdoor neighbourhood market that uses business and community economic development to animate the streetscape, link the surrounding neighbourhoods, generate jobs and revitalize underutilized city land.

Located in the up and coming Dundas Street West neighbourhood, between Kensington Market, Queen Street West and Chinatown, Market 707 is the ideal place to start up your business. Products are now available for sale five days a week year-round. These include bubble tea, international street food, bicycle repair, arts and crafts and more. During the summer months Market 707 features a summer event series with extended hours, additional vendors, family focused activities and live performances. With hundreds of people coming by to shop, snack and enjoy, this space has successfully been transformed from a drab strip of concrete into a vibrant community and entrepreneurial space.

Since its inception, Market 707 has garnered significant public attention and good-will from Toronto enthusiasts. In 2013, Market 707 won a Special Jury Award at the Toronto Urban Design Awards Ceremony.

About Business out of the Box

Emerging out of Market 707 is *Business out of the Box* – a social enterprise model that creates affordable retail space in the form of shipping container markets. For low-income aspiring

entrepreneurs, access to the capital and physical space necessary to start a business is out of reach. As a result, this population who would benefit most from the opportunity to start a business, is left with few options to get their great idea off the ground. However, with creativity and partnership, there are opportunities to create quick, affordable vending spaces and provide supports that will allow low-income entrepreneurs to flourish.

Shipping container markets have been seen elsewhere. However, Business out of the Box is a unique business model emerging from SCCC and our partners, which creates replicable, financially self-sustaining and affordable markets that are tailored to the needs of each community.

Business out of the Box aims to replicate what Market 707 started. This model seeks to transform underutilized spaces into vibrant local economies that break down the barriers to starting a business, create a physical space for community events and gatherings and build local pride.



WHY BRING BUSINESS OUT OF THE BOX TO YOUR COMMUNITY?

Business out of the Box is a scalable public-private partnership model for poverty alleviation that supports small business development and entrepreneurship. It provides local, low-income entrepreneurs affordable vending spaces in the form of repurposed shipping containers, and improves community access to goods and service options tailored to their needs. Evaluations of Business out of the Box have demonstrated its effectiveness as a model to effect positive social and economic changes in local communities.

Business out of the Box has the potential to achieve the following goals:

1. Create a social, cultural, economic environment that is driven by the community and serves the needs of the community
2. Provide small business development opportunities for community members

Strategic Context

Poverty and Underserved Communities

One in every five Torontonians live in poverty. This is particularly true of Toronto's inner suburbs, which are predominantly comprised of high-rise apartments, where the city's poverty is concentrated. Underutilized spaces in these communities raise issues of community safety and security. They are also underserved and lack access to basic retail amenities, despite having the density to support dynamic retail enterprises. The city's pockets of underutilized and underserved areas are in need of revitalization.

Building Healthy Neighbourhoods

Healthy neighbourhoods are an essential part of the long-term prosperity of our metropolitan areas. They are well kept, regularly updated, and give local residents a sense of pride and safety. Recent studies have identified the need for initiatives that enhance the quality of neighbourhood life in certain areas of Toronto, and increased access to resources for local residents.

Entrepreneurship for Community Development

Investing in and establishing low-cost micro-enterprise infrastructure in our local communities acts as a catalyst for community development by:

- Expanding access to capital and stimulating asset accumulation;
- Increasing local access to consumer goods and services;
- Expanding the local entrepreneurial base;
- Expanding local employment opportunities;
- Giving neighborhoods more control and ownership of local resources; and
- Connecting residents and businesses to the regional economy

Social Innovation through Incubation

One socially innovative model for poverty alleviation is social business incubation. Social business

incubation utilizes entrepreneurship and innovation as mechanisms to achieve social impact. They are dedicated to supporting early-stage emerging ventures through joint-location and business supports, producing publicly valuable services and products, and employing people with limited skill sets who would otherwise face challenges in the mainstream labour market. Evaluations of social business incubators continually demonstrate their capacity to improve the economic and social realities of individuals, families, and communities.

Community-Based Management

SCCC firmly believes that control of the Business out of the Box model should start and remain with the local community. SCCC knows the potential of this model and is aiming to share it, but we are not looking to replicate it ourselves by stepping into an unknown community and implementing it from the outside-in. An organization that is well established in the community has to act as lead on the Business out of the Box market within their community. SCCC aims to support future replication projects by sharing what we have learned with other organizations and communities. As part of this, SCC will create an ongoing support network for Business out of the Box projects that will facilitate continuous learning related to Business out of the Box projects, wherever they are located.

This toolkit represents just some of the ongoing expertise and support we can provide through Business out of the Box. So – do not be overwhelmed! This is a big project to take on, but in Toronto, we are dealing with some big challenges that require innovative thinking to overcome. SCCC is committed to being here to support you as you plan and develop your own Business out of the Box project.



VISION & PRE-PLANNING

Defining Your Vision

Setting clear and concise goals and objectives is essential. It will guide you through the process of designing your project, securing partners, setting realistic deliverables and communicating your project to the community as well as potential supporters. In the case of Market 707, the project aims to transform the Dundas-Bathurst area into an innovative destination through the creation of a replicable downtown outdoor market that generates employment, promotes economic inclusion, draws local and international visitors, and energizes the local business climate.

Market 707 has four key objectives:

1. Support Social Entrepreneurship and Community Economic Development
 - Provide an affordable venue for local business owners to vend their products in a prime downtown location.
 - Meet product gaps through the sale of products not generally available in the neighbourhood.
 - Support small scale and social enterprise by supporting up and coming entrepreneurs who face challenges accessing existing systems (e.g. youth and newcomers).
2. Streetscape Animation through Community Building
 - Bring together communities of interest and geography to animate public space and injects life in a depressed streetscape.
 - Support residents and build city-wide awareness of local talent and arts-based innovation by profiling local artists, entertainment and performance groups.
3. Create a Healthy Community
 - Increase access to affordable, healthy food.
 - Creating a safe, walkable community space.
 - Support factors that influence the determinants of healthy including the physical and social environment.
4. Improve Access and Equity in Services
 - Create opportunities for cross-promotion of services and opportunities through the community centre and partner organizations.
 - Partner with the non-profit, healthcare and education sectors to increase awareness of and access to local programs and services.

The flexibility of modular markets allows for a wide variety of approaches, for example arts-based endeavors, housing provision, enhancing existing public assets or creating new community spaces.

Community Asset Mapping

Consulting the local community helps align planned modular markets with community needs and encourages community support and engagement with the project. The project lead should evaluate

communities in the proposed market location(s) to determine suitability and acceptability based on the following macro-level factors:

- Local demographics (population)
- Human capital (e.g. customers)
- Proximity to customers
- Presence of competitors and customers
- Goods and service gaps
- Business and social innovation climate (receptiveness to new business developments and social innovation)

In order to evaluate these factors, at least one of the following activities should be implemented during the first phase of the project:

Host a public meeting/workshop - The purpose of this meeting is to introduce the modular market concept to the community and give community members an opportunity to share their needs and concerns. This meeting is also the time to:

- identify the study/trade area;
- clarify goals
- assign responsibilities
- identify risks
- discuss the structure of the project

Host a focus group- A focus group with participants from the community can also be conducted to further investigate themes arising from informal discussions with community members or at the public meeting.

Conduct a community survey- Conducting surveys in the local community will help gain an understanding of how local spaces are used, receptiveness in the community to social enterprise, the need for affordable retail spaces and goods or services, among other factors that should be considered before implementing a Business out of the Box market.

Ultimately, everyone should feel like the Market is theirs. These processes are meant to create conditions where residents feel comfortable and excited about starting something new in their neighbourhoods to create change.

FEASIBILITY ANALYSIS

Market Analysis

An analysis of the existing business offerings in the surrounding neighbourhood should be conducted before establishing a Business out of the Box market, in order to assess gaps in goods and service offerings in the local community. This information helps to align the vendor selection process with the assets and needs of the community.

Delineate the study area

The primary study area could be the 0.5 km radius surrounding the site selected for your proposed market (previous or ongoing consultations with community members will help determine these boundaries). The area's characteristics (location, size, physical description, and proximity to amenities, shopping centres, transportation access, etc.), should be discussed. Also become familiar with the demographics of the community and potential customers (age, gender, income, etc.).

Analyze demand

First, try to understand what people are currently consuming in the area. An attempt should be made to capture the new location's customer demographics by examining the demographics and patronage of similar businesses close to the new location. Specific needs of future customers can be identified through surveying methods. In addition, examine future plans for retail, commercial, and residential development in a surrounding area, to determine possible demand and supply growth.

Analyze supply

Build an inventory of businesses located in the study area. The simplest method of building your inventory is to purchase the data from a national data supplier or research centre, such as Ryerson University's Centre for the Study of Commercial Activity. You can also walk around the study area and build the inventory yourself or hire someone to do it for you, although this can be a time consuming process. Determine your competition and ways in which you may be able to position yourself as being different from them. Note that in the absence of the long-form census data, Statistics Canada and anyone else may have difficulty providing specific information on particular requests for demographic information. Finding innovative ways to secure relevant information should be a consideration if you don't already have it for your potential site.

Financing Options

The cost of Business out of the Box projects can vary dramatically depending on the type and scale of market. To give a baseline, a relatively basic retrofitted 20' shipping container would cost approximately \$17,000. It is critical, however, to consider this project within the context of it being a sustainable, self-financing model. Once the initial setup has been completed, even minimal rental revenue at as little as \$10 to \$15/day per vendor can pay off the initial investment within 3 to 5 years, depending on the details and scale of the project.

There are a variety of financing options for establishing a modular market that SCCC would be able to work with you to explore in order to find the best fit for your market.

Loan with pay-back plan: A loan may be used to make the initial investment and work out a pay-back plan on a yearly basis.

Grant programs: While it is rare that grants cover funding for capital costs such as purchasing and modifying shipping containers, there may be grants available from foundations, such as the Trillium Foundation, or other organizations to support community economic development or alternative business models. E.g., business development grants from government or foundations; training and development grants for mentoring.

Social venture capital: A form of venture philanthropy or impact investing whereby funds are given to support socially-responsible businesses. SVX is a Canadian financial intermediary for social ventures with an online platform to connect you to investors. More information on social financing is also available at SocialFinance.ca

Dedication of funds through municipal Planning Acts: City planning acts may have funds available to support capital facilities in their communities. For example, the City of Toronto has monies available through Section 37 of its Planning Act that were used to purchase shipping containers for Market 707.

Donations: Explore crowdfunding and other sources of donations. Make sure you have a well-defined brand identity and reinforce your core mission to draw potential donors into your project. Market 707 used a new crowdfunding platform called Projexity, which focuses on public realm initiatives, exclusively to raise \$6500 to build an outdoor patio for customers of Market 707.

Incubator start-up fund for rent off-set: Setting aside funds to cover leasing costs of start-ups broadens the beneficiaries of vending opportunities and may also help kickstart the market during the implementation phase.

DESIGN & INSTALLATION

Site Selection

Selecting an appropriate site for your market is critical. Market 707 is located partly on SCCC property and partly on the public sidewalk, next to the main entrance to the facility. This location offers access to potable water, facilities for waste water disposal, washrooms, electricity, internet and other logistical needs. The electricity needed for the containers was achieved by hooking them up to the community centre system. As no water/plumbing hookup was possible, units requiring water have installed portable plumbing systems. These businesses have access to fresh water and waste water disposal facilities at SCCC.

After establishing the desire and acceptability of a Business out of the Box market for community members, potential sites should be identified for your market, then evaluated and ranked based on feasibility and suitability. Conducting this assessment will help you determine where the containers can physically fit, where they will not interfere with building access and services or pedestrian access, and where they would be an acceptable and welcome addition to the public realm. Previous modular market projects have benefited greatly from consulting with an urban planner during this phase, or you can partner with local agencies that have expertise in this area to achieve your data goal.

First, develop a set of criteria to identify potential sites for the market and against which to evaluate the limitations of each location. Criteria can be broken down into required and secondary criteria.

The following lists may need to be adapted to fit project-specific needs, but required criteria to be met for a site to qualify for further evaluation generally include:

- Size (Is there space for a 10', 20', 40', or larger container?)
- Land ownership (Yes/No; Does the project lead own the land?)
- Installation feasibility (High/Medium/Low; Are there any obstructions to installation?)
- Permissions (Yes/No)
- Utility hook ups (What is the arrangement to ensure access to electricity and water?)

Secondary criteria for evaluating potential sites of a modular market include:

- Visibility (High/Medium/Low)
- Area lighting (Yes/No; Is the site adequately lit after dark?)
- Foot traffic (High/Medium/Low)
- Architectural integration (Yes/No; Will the installation block or obscure significant architectural features/details?)
- Compatibility with character (Yes/No; Will the installation undermine the area's natural, architectural, or landscape character?)
- Proximity to customer base (High/Medium/Low)
- Accessibility (Yes/No; Is the site universally accessible?)
- Need for animation (High/Medium/Low; Is the space rarely, occasionally, or frequently used?)
- Programming voids (list)

Candidate sites should be assessed based on the established site selection criteria, and following a discussion of the potential strengths and weaknesses of the sites, should be ranked accordingly based on project priorities.

Site Plan and Zoning Approvals

Licensing is unique for each market, depending on its location. Local ward councillors should be consulted during the site assessment process. Ward councillors can help identify the potential limitations of sites and provide advice on obtaining permissions.

In the case of Market 707, the backing and advocacy of the local ward councillor was critical during the implementation stage. In the end, SCCC worked with its city councillor, Toronto Public Health, Municipal Licensing and Standards (MLS), and Transportation Services to determine the necessary actions. A land survey determined that the containers lay largely on the public sidewalk. As a result, unlike private property, which would need to have been zoned for commercial purposes (done through Toronto Building), SCCC had to pursue an encroachment agreement from Transportation Services.

There is no clear procedure for how to obtain an encroachment agreement. Instead, MLS determined that this agreement could be approved through a supervisor at Transportation Services. In the case of Scadding Court, Transportation Services reviewed the locations of underground water and gas mains, and determined that an encroachment agreement could be issued. In this case, the process was simplified by SCCC being an agency of the city and on city land.

While navigating your site's licensing challenges, there are a few important notes:

- Modified shipping containers are deemed *stationary* for the purposes of licensing; while these containers can be moved if needed, they generally are not able to move very frequently or easily especially as they are connected to the SCCC electrical panel. This is how Market 707 street food vendors have been granted licensing at a time when the City of Toronto has placed a moratorium on mobile vending licenses.
- Several types of businesses require municipal licenses, including anyone wanting to sell any kind of food.
- As the stalls housed at Market 707 do not provide any indoor seating, vendors were eligible to apply for a 'retail store' license rather than an 'eating establishment' license, saving some money on the lower cost licensing application.

When establishing a market, a first step is to inquire with MLS in advance of submitting an application to clarify the type of license one should apply for and ensure the encroachment agreement or zoning information obtained are sufficient for their purposes. Once approved by MLS, copies of the zoning approval and/or encroachment agreement must be attached to licensing applications made by vendors.

Container Considerations

Installing a modular market will vary in cost according to the scale of a particular project and the function that the containers serve. Market 707 presents one of many options for how a modular market can be established. It is composed of three 20-foot containers and three 40-foot containers that have been divided into 17 kiosks. SCCC has subdivided most of the containers into units that are 20'x8', 10'x8' or 8'x8'. In most instances, we do not recommend units that are smaller than 10'x8' to host a business.

While infinite options are available here are some sample container designs:



When purchasing containers to host a business, we strongly recommend that it is outfitted with:

- Insulation;
- Interior is finished with fire rated, 100% moisture resistant, USDA and Agriculture Canada approved wall panels;
- Electrical hook-up;
- Individual lockable entrances;
- Ventilation

Additional modifications can include awnings, serving windows with storm windows for inclement weather, display windows, heating or air conditioning etc. Furthermore, if the host organization knows the business purpose of the unit, it is worth considering outfitting the unit to support that purpose. For

example, installing counters and the required double-basin sinks for units you plan to designate for food stalls would make transitions between tenants seamless and would decrease start-up costs for vendors.

Whether you choose to customize the kiosks yourself or have individual vendors build their own setup for their business, the Market707 experience highlights the following:

- Public health regulations – these require that any food handling must be done in a facility with access to a double-basin sink for sterilizing cooking equipment and a separate sink for hand washing purposes. Both must have access to hot water under pressure.
- Electrical regulations – these specify the level of electricity that vendors must have access to and also dictate that any power outlet within 1.5 metres of a water supply must be a ground fault interrupter (GFI) outlet. In addition extension cords are not appropriate or permitted for connecting appliances unless they have a built-in surge protector.
- Toronto Building – this dictates that light switches be located away from the water supply and near the entrance of the unit.
- Fire regulations – these specify that all vendors cooking with fats (butter, meat etc.) must do so under a cooking range hood in case of a grease fire. Therefore, either the required ducts should be integrated into the initial design, or ductless hoods should be purchased (approximately \$6,500 - \$8,000).

Once the container designs has been finalized with the container manufacturer, the build can take as little as four weeks depending on the materials required, plan specifications and the number of containers.



SET-UP & ONGOING MANAGEMENT

Management / Coordination

The aim of Scadding Court's Business out of the Box is to create a sustainable project where the staffing requirements- the coordinator in this case- is funded from the rental units. Depending on the financial model, it might take a few years to reach a point where staffing is fully funded by rental revenue. The duties of SCCC's coordinator include:

- Administrative and operational tasks such as collecting rents, managing budgets, placing service calls for repairs and maintenance, and meeting with individual vendors on an as-needed basis for troubleshooting and consulting;
- Marketing through daily online and social media presence, ordering signage, creating posters and flyers for circulation, and communicating with the media;
- Community event planning;
- Communicating with various City of Toronto departments including Toronto Public Health, Municipal Licensing and Standards, and Transportation Services to ensure compliance with all municipal by-laws;
- Developing partnerships with non-profit organizations, city departments, private corporations and others whom assist in a variety of ways, such as working with vendors on individual business plans, planning events, and advocating for access and awareness to services;
- Overseeing and facilitating Vendor Group meetings, which meet monthly or more often if needed to problem-solve or discuss upcoming events.

Marketing and Brand Development

Marketing of individual businesses is the responsibility of the entrepreneurs, but the host organization does need to develop a brand and marketing strategy for the container market as a whole. Branding should be in development from the initial vision of the project and marketing materials should build on that vision. Market 707 has already gone through branding changes as the market initially was called the *Live Local Marketplace*, which proved to be an unwieldy name. The Vendor Group at the time was engaged in a process to rename and rebrand the market, which led to the current name and logo for Market 707.



Having a clear marketing strategy from implementation is essential. Marketing strategies can range from no/minimal cost to high cost. Some strategies include:

- Low Cost
 - Adding your market to Google Maps

- Developing relationships with local media and bloggers
- Developing a social media strategy
- Make sure you always have excellent pictures on hand
- Medium Cost
 - Purchasing, designing and hosting a market website
 - Hosting community events, which add the bonus of maximizing the market as a space for community gatherings, connections and animation. These events could feature family-friendly activities, showcase local youth talent and additional vendor tables could be rented for low fees to local entrepreneurs wanting to sell their wares
 - Hosting social media competitions with prizes
 - Creating and distributing market posters or cards in local neighbourhoods, gathering spots and cafes
- High Cost
 - Designing and implementing eye-catching, effective signage for the market
 - Taking out an advertisement through newspapers, radio etc.
 - Creating a promotional video

Find us!
 @Market707
facebook.com/Market707

Appendices A and B provide tools for creating a communications plan and drafting media releases that can help you implement these strategies.

Vendor Selection

Vendor selection is an important process that will define the purpose and atmosphere of your marketplace. It is important to create a vendor selection strategy that aligns with the goals and objectives of your market. Research on business incubators shows that in the first year(s) of an incubator project, vendor selection can be less restrictive. An incubator may initially experience limited demand and more relaxed selection until it reaches a critical mass of occupants. Subsequently, with an excess of tenant demand, the incubator can become more selective. This eventually allows for specialization and rigorous selection by the incubator. However, even during the beginning phases, the aim for the selection criteria should be clear so that your project lead can work towards that goal.

At Market 707, vendors thus far have been selected based on at least one, but not all, of the following criteria:

- Be a newcomer to Canada;
- Be a youth under the age of 30;
- Be a first-time business owner;
- Employ local newcomers or youth;
- An entrepreneur looking to test a new product.

In addition, priority is given to vendors who:

- Are providing a product or service that does not already exist at Market 707;

- Are providing a unique or handmade product or service;
- Do not already have a permanent location for their business and can't otherwise afford retail space in Toronto.

However, SCCC's experience and related research demonstrates that hosting a mixture of vendors with varying experience levels is important to the success of entrepreneurs. Market 707 evaluations have demonstrated that the relationship between vendors is one of the strongest aspects of the model, and integrating people with business experience into the market allows those with less experience to learn from and with each other.

In addition, a more formal business plan review is recommended for vendor applicants. Please see Appendix C for a Sample Business Plan Review Process. The details of this process may vary depending on the types and backgrounds of the vendor applicants. If a vendor applicant does not seem ready for implementing their business in the new market, there are a number of resources and organizations outlined in SCCC's Vendor Toolkit (see *Vendor Supports* below for details) that are designed to help entrepreneurs build a strong business plan.

Vendor Leases

Once your vendors have been confirmed, they will need to sign a vendor lease agreement. At Market 707, all of the leases are up to one year-long, and they align with the calendar year. This means that if a new vendor starts in August, their first lease will be from August to December of that year and the following year they will be able to sign a year-long lease. SCCC has experimented with various lease length times. Our experience and research demonstrates that "pop-up shops" that only last one or two months are not ideal for supporting vendor success. Establishing and growing your business and building customer traffic can take time and commitment. However, for large-scale projects that have built sustainable foot traffic, integrating opportunities for short-term (minimum of three months) pop-up vendors could be integrated to support seasonal or short-term enterprises.

At Market 707, vendors are expected to pay first and last month's rent up-front and provide post-dated cheques for all future months as stipulated in the lease. SCCC has worked with pro bono legal council to draft lease agreements for Market 707 that can be adapted for other Business out of the Box projects. A draft of this lease agreement can be found in Appendix D.

Vendor Supports

Determining the types of vendor supports that make sense for your group of vendors is critical. SCCC has developed a Vendor Toolkit for new start-up vendors that provides advice on:

1. Starting Up and Business Education
2. Financing
3. Business Structure and Regulations

4. Opening Up
5. Running Your Business

This resource provides vendors with examples, templates and additional resources that might be of use to them through this process. In addition, SCCC supports the vendors through a Vendor Group. The goal of the vendors group is to create a supportive and collaborative relationship amongst vendors where they work together to make decisions, and can learn from each other's experiences. Collective decisions regarding branding, outreach strategies, new vendor selection, and other operational decisions are made at monthly meetings. These monthly meetings also create a forum to problem-solve, share information, and organize cleaning days and other group tasks.

It is also recommended that the lead organization add a small amount of money, as little as \$10, to the monthly rent that the organization would trustee but the Vendor Group would make collective decisions on. This can be put towards collective advertising, beautification of the market or other collective benefit ideas that the Vendor Group has. This not only provides opportunities for improving the success of the market, but it also encourages the vendors to take ownership over the project and encourages collaboration amongst them.



CONCLUSION

Business out of the Box is still a growing, evolving and changing model. As we continue to learn more, we will continue to share those learnings through updating this toolkit, discussions and bringing together interested and relevant stakeholders. Through partnerships, we have the potential to create vibrant, inclusive local economies across Toronto and beyond.

SCCC is passionate about this model as a way of supporting local economy and filling gaps in goods and services. As a result, for individuals or organizations interested in starting a modular market, SCCC can act in a consulting role to help investigate the possibility of establishing a new market. SCCC can consult in planning and negotiating:

1. Financing options;
2. Model development;
3. Designing and ordering modified shipping containers;
4. Navigating through the city of Toronto's bureaucracy in securing the necessary approvals from various departments.

It can be a complicated process, but the more we do it, the easier it will become, and we will be there to help you every step of the way.

For more information on partnering with SCCC to start a Business out of the Box project, please contact us at 416-392-0335 or marketplace@scaddingcourt.org.

APPENDIX A: COMMUNICATION PLAN TEMPLATE

Business Name: *State your Business Name. Sample: ABC Burgers*

Name of Author: *State who is completing this template. Sample: James Wong*

Communication Objectives: *What are you hoping to achieve? What are your goals? Objective statements should be broad yet provide some context and be able to answer who, what, where and why. An example might be "To effectively communicate about the Grand Opening of ABC Burgers on July 25th 2012 at Market 707 to prospective customers and other stakeholders"*

Audience Review:

State what is required to communicate with your intended audience.

Audience	Communications Requirements
<i>Sample: Invited Guests</i>	<i>Sample: Hand written invitations</i>
<i>Sample: Prospective customers</i>	<i>Sample: Advertise in newspapers</i>

Communications Matrix:

This is the heart of the plan. This is where you state all the different ways the message will be communicated, what it intends to do, when to do it and who is in charge.

Communication Type	Objective of Communication	Medium	Timeline/ Frequency	Audience	Responsibility
<i>Sample: Radio Ad</i>	<i>Promote our new business and the location of the business</i>	<i>Recorded audio ad on 680 News</i>	<i>Once per day starting Jul 15th 2012</i>	<i>Customers</i>	<i>James</i>
<i>Sample: Customer Satisfaction Survey</i>	<i>Find out about how our business is doing and where we need to improve. Also can learn how to better market our products</i>	<i>Paper and online survey – hand out paper copies to all customers</i>	<i>Aug 10th to 23rd 2012</i>	<i>Customers</i>	<i>James</i>

APPENDIX B: PRESS RELEASE TEMPLATE

Note: All sections with square brackets highlighted in yellow need to be replaced with the actual press release text

FOR IMMEDIATE RELEASE:

These words should appear at the top left of the page, in upper case. If you don't want the story to be made public yet, write "HOLD FOR RELEASE UNTIL" instead.

[Headline]

Just like a headline in a newspaper. Make sure this describes the content of the story. Make sure it is catchy and attracts the reader

[City, State/Country - Month Day, Year]

These details precede the story and orient the reader.

[Body]

This is where the actual story goes. There should be more than one paragraph, each paragraph no more than a few sentences. Ensure that the most important and eye-catching facts are in the first couple of paragraphs. Feel free to embellish with some quotes. If there is more than one page, write "-more-" at the bottom of the page.

About Us:

[About the Business/Company]

Include any background information about the business in this press release.

Contact Information:

[Contact info]

Include contact person, company name, phone/fax, email, physical/postal address.

- Source: www.mediacollege.com
- This website also offers a great tutorial and sample on press release writing:
<http://www.wikihow.com/Write-a-Press-Release>

Sample:

FOR IMMEDIATE RELEASE

Super Burger Opens for Business on Jun 23!

Toronto, ON – Jun 15, 2013

The long awaited grand opening of Super Burger at Market 707 will happen on Jun 23, 2013. Grand Chef Jamie Willis announced the opening date today at the iconic container market near Bathurst St. and Dundas Street.

“Super Burger is going to be the best thing since they invented the wheel” noted Willis. “I predict that Torontonians will be lining up around the block to try our juicy organic, local burgers”.

The Grand Opening will feature performances from the Shake and Bake Band and the Juicy Fruits Orchestra. Local City Councillor “Slim” Jimmy Chan is also confirmed to attend.

About us: Super Burger is the latest burger joint opening at Market 707. Super Burger serves organic local meats with some of the best toppings in the city. The concept started in 2010 when Grand Chef and owner Jamie Willis decided that he needed to make a burger that would rival the best ones in the city at an amazing affordable price.

Contact Information:

Jamie Willis
Grand Chef @ Super Burger
707 Dundas Street W.
Toronto ON
M5T 2W6
Email: jwillis@superburger.com
Tel: (416) 555-3825

APPENDIX C: Sample Business Plan Review Process

This outlines steps for performing a business plan review with potential vendors before they open their business. The purpose of the process is to get a sense if the vendor has thought through their business idea and has a realistic plan to execute. While it isn't the job of [host organization] to act as an individual business developer or business analyst, it is however in the vendor's best interest to ensure that they have taken adequate steps to ensure success of their business.

The process should be performed as collaboratively as possible. SCCC should seek to work with the vendor on areas that are missing or not well thought through. Where additional professional advice is needed, vendors should be referred to business development agencies such as Enterprise Toronto. In analyzing the business plans, SCCC should look at them with a critical eye, check the numbers and ask the vendor lots of questions.

Stage 1: Business Plan Submission: After a potential vendor has submitted an initial application and has been called back for a vending space, they should be asked to submit a Business Plan outlining key business details such as the business idea, market research analyses, marketing and financing plans.

- An example of a business plan can be found at:
<http://www.enterprisetoronto.com/files/content/B4B7FCA4-A45E-D06E-2B665685C4CE5E7A.pdf>

You may also want to ask for a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis

- Strategies for SWOT analysis can be found here:
http://www.mindtools.com/pages/article/newTMC_05.htm

Stage 2: Business Plan Review: Review the business plan with the questions outlined below. Note that these questions are meant to be a starting point for thinking and discussion and do not represent a comprehensive business plan review tool. Try to look at the business plan with a critical eye – double check the numbers presented and ask questions about the ideas and plans. Does it make sense? Don't be afraid to use the "gut test" – if it sounds questionable, it's probably worth following up on. Pay careful attention to risks and start-up/operating costs for the business. This can be gleaned from the SWOT analysis and financial plan.

Stage 3: Work with the Vendor: Meet with the potential vendor to go over your review. Try to establish a relationship of trust with the vendor and make it clear that this is about ensuring the success of both Market 707 and the vendor's proposed business. Work to fill in the missing pieces and where necessary refer the vendor to business development agencies such as Enterprise Toronto. You may also want to develop a risk strategy together to help manage risks that may come up. To do this, identify a specific risk, determine its likelihood and severity and then figure out what to do if it comes up. Such an exercise will help SCCC and the vendor understand weaknesses that need to be worked on.

Stage 4: Acceptance of Business Plan: Once SCCC is satisfied with the business plan, accept it and keep it on file. Perform periodic check-ins with the vendor and see how they are doing.

Business Plan Review Questions for Prospective Vendors

Reviewer Name: _____ Date: _____

Name of Business: _____ Type of Business: _____

1. What is the purpose of this business? Is there a need for this business?
2. Has the vendor performed a market analysis and environmental scan? Please summarize the results of this analysis. Who are their competitors?
3. Start-up, Financing and Launching:
 - a. How will the vendor fund the start-up of their business?
 - b. What are their plans for launching the business?
 - c. What are the businesses operating costs?
 - d. Do they have financial forecasts for at least the first 2 years?
 - e. Do the start-up and operating costs sound reasonable?
 - f. Are there any costs that are not really necessary and may be saved?
4. Marketing:
 - a. Does the business have a marketing plan? Does it sound reasonable?
5. Suppliers and Product:
 - a. Does the vendor have suppliers already in place?
 - b. Have they priced out their products?
6. Risks:
 - a. What are the risk factors for the business? Ask for a SWOT analysis to help with this.
 - b. Have they planned for any risk mitigations?
7. Compliance:
 - a. Is the business aware of all the necessary legal regulations? (Please consult the Vendor Toolkit for a list of these regulations)
 - b. If this is a food business, have the passed the necessary food handling courses?
8. Is the business aware of all the necessary equipment requirements?
9. Staff:
 - a. If the business plans to have staff, do they have a human resources plan?
 - b. Are they aware of all relevant employment regulations?

APPENDIX D: Sample Lease Agreement
CONTAINER USE LICENSE AGREEMENT
SCADDING COURT COMMUNITY CENTRE – MARKET 707

THIS AGREEMENT (the “**Agreement**”) is made as of the ____ day of _____, 20____
between:

Scadding Court Community Centre
(the “**SCCC**”)

and

(the “**Vendor**”)

VENDOR CONTACT INFORMATION:

Phone Number: _____ Email Address: _____

RECITALS:

1. SCCC is a member of the City of Toronto’s Association of Community Centres and manages the Scadding Court Community Centre (the “**Facility**”) located at 707 Dundas Street West, Toronto, Ontario (the “**Lands**”);
2. Market 707 is the modular marketplace administered by SCCC operating on the Lands (“**Market 707**”);
3. SCCC has agreed to grant the Vendor a licence to use a portion of the Lands at Market 707 known as the Licensed Space (as hereinafter defined) for _____ (the “**Permitted Use**”) on the terms and conditions contained herein;
4. SCCC and the Vendor share the vision of Market 707 as animating the streetscape, promoting local community building and economic development, providing unique opportunity for small business, creating a welcoming, vibrant and attractive place for people to gather, connect and engage in fun activities together while transforming the energy and aesthetic of this area.

FOR VALUE RECEIVED, the parties agree as follows:

1. License

- (a) SCCC hereby grants to the Vendor an exclusive license to occupy a container kiosk at Market 707 measuring [8 / 10] feet in length by 8 feet in width by 8 feet in height and known as Unit Number _____ (the “**Licensed Space**”) in accordance with the

provisions of this Agreement for a term (the “**Term**”) commencing on _____, and ending on December 31, _____ [year].

- (b) The Vendor accepts the Licensed Space in an “as is” condition, and will complete any necessary improvements at its sole expense and in accordance with the terms of this Agreement.

2. License Fee

- (a) The Vendor covenants and agrees with SCCC to pay a fee for the Licensed Space (the “**Licence Fee**”) of \$_____ annually, payable monthly in advance throughout the Term in the amount of \$_____ per month. This monthly licence fee includes the following:
 - (i) \$_____ for rental of the space
 - (ii) \$_____ for rental of the ventless hood included in the unit
 - (iii) \$_____ towards Market 707 waste removal
 - (iv) \$_____ towards the Vendor Group (to be used for communal good as agreed upon by the Vendor Group)
- (b) A deposit of \$_____ shall be paid by the Vendor to SCCC upon execution of this Agreement to be applied by SCCC to the License Fee for the first and last month of the Term and as security for the performance by the Vendor of its obligations under this Agreement.
- (c) All License Fee and deposit payments by the Vendor must be made by cheque. Post-dated or personal cheques will be accepted by SCCC and must be provided to SCCC for the duration of the Agreement prior to when the Vendor occupies their unit. Should the cheque be returned for reasons of insufficient funds or otherwise, all applicable bank fees plus an additional \$25.00 processing fee will be charged to the Vendor.

3. Vendor’s Covenants

- (a) The Vendor shall operate in accordance with SCCC’s values and mission attached hereto at Schedule “A”.
- (b) The Vendor shall use the Licensed Space only for the Permitted Use and for no other purpose without the consent of SCCC. The Vendor specifically covenants that it will not permit any part of the Licensed Space to be used for any prohibited uses that have been granted to other Market 707 vendors as set out in Schedule “B” attached hereto. SCCC covenants that, subject to the rights of the Market 707 vendors existing as at the date of this Agreement, no other vendor shall be permitted to operate in Market 707 with a business that is the same as the Permitted Use.
- (c) In using the Licensed Space, the Vendor, its agents and employees agree to comply with all applicable statutes, laws, by-laws, regulations, ordinances and orders from time to time in force during the Term.

- (d) The Vendor agrees to comply with and respect the rules and regulations imposed by SCCC at its discretion with respect to the Licensed Space, and all SCCC policies including, without limitation, the SCCC Code of Conduct, the Anti-Racism, Access & Equity and Human Rights Complaints Policy, the Violence in the Workplace Policy and the Occupational Health & Safety Policy.
- (e) Where food vending is taking place, the Vendor covenants to provide SCCC with proof of completion of a recognized food handler course for all individuals who will be preparing and/or serving food, a completed menu listing the main ingredients in each food item, and proof of compliance with any additional licensing, public health or other requirements pertaining to the vending of food.
- (f) The Vendor shall not damage or injure, or permit any damage or injury to the Licensed Space, Facility or Lands, and shall not do or omit to do or permit to be done or omitted anything upon or in respect of the Licensed Space which shall be or result in a nuisance, excessive noise or a disturbance to the public or other Market 707 vendors. If the Vendor breaches any of the provisions of this section and fails within forty-eight (48) hours of notice by SCCC to rectify the breach, SCCC may rectify the breach at the cost of the Vendor, and the Vendor agrees to indemnify and save harmless SCCC from all claims, demands, losses or damage to any person or property arising out of any such breach.
- (g) The Vendor shall not make any alterations, repairs or installations in the Licensed Space, Facility or Lands without SCCC's prior written consent, which consent will not be unreasonably withheld if the proposed alterations, repairs or installations are equal to or exceed the standard for Market 707. Any such alterations, repairs or installations made shall be: (a) at the Vendor's expense; (b) by contractors designated or approved by SCCC in writing; and (c) in compliance with all rules and regulations of SCCC relating thereto. If any construction lien or certificate of action is filed against the Facility, Lands or any part thereof by reason of work done or to be done or materials furnished or to be furnished for the account of the Vendor, or by reason of alteration, repair or installation made or to be made for the account of the Vendor, the Vendor shall promptly discharge the lien or have the certificate vacated within three (3) days after written notice of demand by SCCC. If the Vendor fails to comply with the terms of this Section 3(f), SCCC may pay into court the amount necessary to discharge the lien and charge the Vendor with the cost of obtaining the discharge.
- (h) The Vendor acknowledges and agrees that SCCC is not liable for any damages, whether direct, indirect or consequential, or for damages for the personal discomfort, illness or inconvenience of the Vendor or the Vendor's servants, clerks, employees, invitees or others by reason of failure of any equipment, facilities or systems servicing the Licensed Space, or by reason of delays in the performance of any repairs, replacements and maintenance for which SCCC is responsible pursuant to this Agreement, and no such failure or delay shall entitle the Vendor to any compensation or abatement whatsoever.
- (i) The Vendor covenants and agrees to be solely responsible and answerable in damages for all acts or omissions due to or caused by the Vendor or its employees, volunteers,

customers, guests, invitees and others for whom it is in law responsible at any time while the Vendor is in occupation of the Licensed Space, and to indemnify SCCC, its employees, agents and anyone for whom SCCC is at law responsible, from any loss, costs, claims and liability arising from or in connection with such acts or omissions and from the granting of the licence herein.

- (j) The Vendor covenants and agrees to obtain, at the expense of the Vendor, all licences, permits and authorizations required by any governmental authority, and to provide SCCC with proof of having secured same, if required.
- (k) The Vendor shall not assign, sublicense or otherwise transfer this Agreement or in any way part with or share possession of the Licensed Space.
- (l) The Vendor covenants and agrees to repair, maintain and keep the Licensed Space and all equipment, fixtures and improvements therein, in good order and condition as a careful owner would, and the Vendor covenants to perform such maintenance, to effect such repairs and replacements and to decorate at its own cost and expense, as and when necessary or reasonably required to do so by SCCC, including, without limitation, the removal or painting over of graffiti, greasing doors and hinges, repairing opening mechanisms, and the repair and maintenance of signage. The Vendor will not be responsible for structural repairs to the walls and roof of the Licensed Space. SCCC shall at all times have the right, in its sole discretion, to make such repairs, maintenance or replacements required by the Vendor and to charge the Vendor therefor, which charge shall be payable forthwith by the Vendor, as an additional licence fee upon the written request of SCCC.
- (m) The Vendor acknowledges and agrees that SCCC shall have the right at any time and from time to time during the Term to alter or relocate, or both, any or all of the buildings, facilities and improvements, including the Licensed Space, provided that the Licensed Space as altered or relocated shall be of approximately the same size and be reasonably comparable to the initial Licensed Space.

4. SCCC's Rights

- (a) Notwithstanding anything contained in this Agreement, the Lands, Facility and Market 707 shall be under the exclusive control and management of SCCC. Without limitation, SCCC shall have the right, at any time and from time to time:
 - (i) to operate, manage and otherwise deal with the Lands, Facility and Market 707 as determined by SCCC in its sole and absolute discretion;
 - (ii) to make additions to, or subtractions from, or to change, rearrange or relocate any part of the Lands, Facility and Market 707;
 - (iii) to grant, modify or terminate easements and other agreements pertaining to the use and maintenance of all or any part of the Lands, Facility and Market 707; and
 - (iv) to enter into the Licensed Space to undertake any work or alterations to the Lands, Facility and Market 707 (including the Licensed Space), provided that any such

work does not materially interfere with the ability of the Vendor to carry on its business in the Licensed Space.

- (b) SCCC or its agents or representatives may at any reasonable time enter the Licensed Space for the purpose of: (i) inspecting the Licensed Space and making repairs; (ii) removing any signs, fixtures, alterations, or additions, which do not conform to the terms and conditions of this Agreement; and (iii) showing the Licensed Space to prospective vendors or other occupants, and shall have the right to place upon or near the Licensed Space signage advertising the availability of space in the Facility or Market 707.

5. Indemnity, Insurance and Release

- (a) The Vendor at all times indemnify and save harmless SCCC from and against all manner of claims, demands, actions, causes of action, loss, costs, damages and expenses whatsoever, made against or sustained or suffered by SCCC resulting from, arising out of or in any way incidental to the grant of this license by SCCC to the Vendor to use the Licensed Space.
- (b) SCCC shall not be liable to the Vendor for any death or injury arising from or out of any occurrence in, upon or relating to the Licensed Space, or for any damage to property of the Vendor or of others located in the Licensed Space. Without limiting the generality of the foregoing, SCCC shall not be liable for any death, injury, loss or damages of or to persons or property resulting from fire, explosion, steam, electricity, gas, water, sleet, snow, ice or leaks from any part of the Licensed Space or from the water, sewer or soil pipes, sprinklers, appliances, plumbing works, roof, windows or subsurface of any floor or ceiling of the Facility or from the Lands or from the street or from any other place or by any other cause whatsoever.
- (c) Throughout the Term the Vendor shall keep in full force and effect the following insurance:
 - (i) “all risks” insurance upon the Vendor’s equipment and trade fixtures in an amount not less than the full replacement cost thereof; and
 - (ii) comprehensive general liability insurance, including, but not limited to, personal injury liability, contractual liability, contingent employer’s liability, non-owned automobile liability and owner’s and contractor’s protective insurance coverage with respect to the Licensed Space and the Vendor’s use of any part thereof, including the activities, operations and work conducted or performed by the Vendor, by any person on behalf of the Vendor, by those for whom the Vendor is in law responsible and by any other person on the Licensed Space; such policy or policies shall be written with inclusive limits of not less than two million dollars (\$2,000,000) for any one occurrence and such higher limits as SCCC may reasonably require from time to time.
- (d) Each of the foregoing policies of insurance shall name SCCC as an additional named insured as its interests may appear and shall contain a waiver of any subrogation rights which the Vendor’s insurers may have against SCCC or those for whom SCCC is in law

responsible. The insurance shall also contain a severability of interests clause, a cross liability clause, and a waiver in favour of SCCC of any breach of warranty clause to the effect that such insurance policy shall not be invalidated as respects SCCC's interest by reason of any breach or violation of any warranties, representations, declarations or conditions contained in such policy, and a clause stating that such insurance policy will be considered as primary insurance and shall not call into contribution any other insurance that may be available to SCCC. Each policy of insurance shall: (i) be taken out with insurers acceptable to SCCC; (ii) be in form satisfactory from time to time to SCCC; and (iii) contain an undertaking by the insurer to notify SCCC in writing not less than thirty (30) days prior to any cancellation or termination thereof. The Vendor shall deliver to SCCC certificates of such insurance or a certified copy of each such policy of insurance prior to the commencement of the Vendor taking possession of the Licensed Space.

- (e) The Vendor hereby releases, remises and forever discharges SCCC, its successors and assigns from all manner of actions, causes of actions, debts, claims and demands whatsoever which against SCCC, the Vendor ever had, now has or which its successors and assigns, or any of them hereafter can, shall or may have for or by reason of the aforesaid grant of license by SCCC to the Vendor.

6. Default and Termination

- (a) If and whenever:
 - (i) the Vendor fails to pay the License Fee or any other charges due under this Agreement within five (5) days of the day appointed for payment, whether lawfully demanded or not;
 - (ii) the Vendor fails to keep, observe or perform any of the other terms, conditions, covenants and agreements herein contained which the Vendor is required to keep, observe or perform for five (5) days after notice in writing of such failure has been given to the Vendor and such failure has not been cured;
 - (iii) the Vendor becomes bankrupt or insolvent or takes the benefit of any act now or hereafter in force for bankrupt or insolvent debtors, or files any proposal or makes any assignment for the benefit of creditors;
 - (iv) the Vendor abandons, vacates or removes a major portion of the produce, goods, wares and merchandise from the Licensed Space or otherwise ceases to conduct business operations at the Licensed Space; or
 - (v) the Vendor assigns this Agreement or sublicenses or encumbers the whole or any part of the Licensed Space or permits the use or occupation of the Licensed Space by anyone, except in the manner permitted in this Agreement,

then, and in any such case, at the option of the Vendor, the full amount of Term's Licence Fee and any charges owing shall immediately become due and payable and SCCC may, at its sole option, terminate this Agreement, re-enter the Licensed Space and enter into a licence agreement with another party for the Licensed Space.

- (b) If the Vendor is in default of any obligation or covenant under this Agreement, SCCC shall have the right, at all times, to remedy or attempt to remedy any such default of the Vendor and, in so doing, may make any payments due from the Vendor to third parties and may do any work or other things on the Licensed Space necessary to remedy such default. All expenses of SCCC incurred in remedying or in attempting to remedy such default shall be payable by the Vendor to SCCC forthwith upon demand together with interest thereon at the Prime Rate (as set by the Royal Bank of Canada) plus five (5%) percent, and SCCC shall not be liable for any loss or damage to the Vendor's property or business caused by the acts of SCCC in remedying or attempting to remedy any default.
- (c) No condoning, excusing or overlooking by SCCC of any default, breach or non-observance by the Vendor at any time or times in respect of any covenants, provisos or conditions contained in this Agreement shall operate as a waiver of SCCC's rights hereunder in respect of any continuing or subsequent default, breach or non-observance so as to defeat or affect such continuing or subsequent default or breach, and no waiver shall be inferred or implied by anything done or omitted by SCCC, save only an express waiver in writing.
- (d) At the expiration or earlier termination of the Term, the Vendor shall:
 - (i) peaceably surrender and yield up the Licensed Space to SCCC in as good a condition and repair as the Vendor was required to maintain the Licensed Space throughout the Term;
 - (ii) surrender all keys for the Licensed Space to SCCC;
 - (iii) give to SCCC the combinations of any locks, safes, and vaults at the Licensed Space;
 - (iv) remove all equipment, personal property and trade fixtures (and, at the option of SCCC, any alterations made to the Licensed Space during the Term) before surrendering the Licensed Space and shall forthwith repair any damage to the Licensed Space caused by any the Vendor's installation or removal of any items in the Licensed Space, failing which such may be completed by SCCC at the cost of the Vendor. If any equipment, personal property or trade fixtures are left at the Licensed Space upon the expiration or earlier termination of the Term, the Vendor will be charged the equivalent of the License Fee for the last month of the Term as liquidated damages and not as a penalty.
- (e) The Vendor may terminate this Agreement upon sixty (60) days written notice to SCCC. The License Fee and all other charges payable by the Vendor shall be apportioned and paid on a pro rata basis to the effective date of termination and the Vendor shall otherwise comply with its obligations under this Agreement as if this Agreement was expiring at the end of the Term.
- (f) If at any time during the Term SCCC ceases to operate and administer Market 707 as a modular marketplace, this Agreement shall terminate and become null and void upon ninety (90) days written notice to the Vendor.

- (g) If the Licensed Space is destroyed or so damaged or injured by fire, wind, hurricane or other casualty during the Term, whereby the Licensed Space is rendered untenable in whole or in part, this Agreement shall continue in full force and effect, the License Fee and other amounts payable by the Vendor shall not terminate, be reduced or abate and SCCC shall commence diligently to reconstruct, rebuild or repair the Licensed Space so that it may be rendered vendorable within ninety (90) days there from. If the Licensed Space is not rendered vendorable within said ninety (90) day period, either party may elect to cancel this Agreement upon written notice to the other party. In the event of such cancellation, the rent shall be paid only to date that the damage, destruction, injury or casualty occurred.

7. Conduct of Business

- (a) The Vendor is not permitted or entitled to access the Facility outside of the Facility's normal hours of operation, being 8:30 AM to 9:30 PM Monday to Friday and 9:00 AM to 5:00 PM on Saturdays. SCCC is entitled to set new hours of operation from time to time at its sole discretion.
- (b) The Vendor will conduct business at the Licensed Space in a reputable and first-class manner during the hours and on the days that SCCC requires or permits and at no other time. Specifically, the Vendor agrees to staff the Licensed Space and conduct operations for a minimum of 40 hours per week between the hours of 11:00 AM to 7:00 PM from Tuesday to Saturday and until 9:00 PM on Fridays during the summer period (June 1 to September 15).
- (c) If permitted by law, the Vendor may choose to conduct business at the Licensed Space on statutory holidays, however no access to the Facility will be available.
- (d) The Vendor agrees to comply with the following setup and operational requirements:
 - (i) The Vendor will arrive and complete load-in by 11:00 AM on each day that operations are conducted at the Licensed Space;
 - (ii) Tear-down and load-out time commences at 6:30 PM daily except on Fridays during the summer period (June 1 to September 15) when tear-down and load-out time is 8:00 PM;
 - (iii) None of the Vendor's property is permitted to block or obstruct the public sidewalk or roadway in any manner;
 - (iv) The Vendor's company display, hours of operation and registration signs must be posted and visible at all times;
 - (v) The Vendor must only display its exhibits or wares within the areas assigned to it by SCCC;
 - (vi) If serving food, the Vendor must bring its own plastic jugs with spigots or similar equipment to hold portable water for use in the Licensed Space;
 - (vii) The Vendor must supply its own container for holding wastewater;
 - (viii) Limited overnight security will be provided by SCCC, however, the Licensed Space's concessions, equipment, merchandise, contents and inventory are the sole responsibility of the Vendor; and

- (ix) The use of propane and/or charcoal barbecues are permitted at designated areas adjacent to the Licensed Space. Propane tanks must be properly stored off site and not at the Licensed Space. All barbecues must be enclosed within barricades with access to a fire extinguisher for each barbeque unit.
- (e) There is no parking available at the Facility or on the Lands. The Vendor shall use street parking or make appropriate arrangements for vehicle or equipment storage, with the Vendor responsible for any related permits, fees or penalties. The Vendor understands that municipal by-laws prohibit the parking of vehicles anywhere on the Land's park grounds. Neither the Vendor nor its customers are entitled to park in the SCCC staff parking lot. Any and all parking fees, parking infractions or towing charges are the exclusive responsibility of the Vendor
- (f) SCCC will provide electrical power to the Licensed Space consisting of 15amp and one 110 VAC outlet. The Vendor must disclose the electrical appliances that it intends to use during business operations at the commencement of the Term.
- (g) SCCC will provide the Vendor with access to fresh water located outside of the Facility, and water disposal inside the Facility during the Facility's hours of operation.
- (h) The Vendor agrees to comply with the following waste disposal requirements:
 - (i) On-site waste disposal is available at the Facility through SCCC and is required to be utilized at the cost of the Vendor incorporated into the monthly rent in accordance with Section 2(a) of this Agreement. Should additional waste disposal become necessary, SCCC will provide it at additional cost to the Vendor;
 - (ii) All waste must be placed in the appropriate containers and dumpsters in the designated locations;
 - (iii) All recyclable waste and compost must be deposited into the appropriate containers located in the designated locations of the Market;
 - (iv) The Vendor is responsible for keeping its concession area tidy and free of litter, as well as the area surrounding the Licensed Space; and
 - (v) Hazardous waste or environmentally hazardous materials are not permitted on the Lands and if so found will result in immediate cancellation and termination of this Agreement.

8. Notices

- (i) Any notices required or permitted to be provided hereunder shall be in writing and shall be deemed to have been received five (5) business days after the post-marked date thereof if sent by registered mail, the next business day following transmission if sent by fax, or at the time of delivery if hand-delivered (including prepaid courier), and shall be addressed as follows:
 - (A) To the Vendor:

(B) To SCCC:

Scadding Court Community Centre
707 Dundas Street West
Toronto, Ontario M5T 2W6
Attention: Market 707 Coordinator

(ii) Either the Vendor or SCCC may change its address by notice in writing to the other.

9. Miscellaneous

- (a) This Agreement contains the entire understanding between the parties relating to the subject matter hereof. No amendment to this Agreement shall be valid unless in writing and signed by each of the parties hereto.
- (b) Every provision of this Agreement is intended to be severable. If all or any part of any term or provision hereof is illegal, invalid or unenforceable for any reason, such illegality, invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement.
- (c) No omission or delay by either party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or privilege preclude any other or further exercise thereof or of any other right, power or privilege. The rights and remedies herein provided are cumulative with and not exclusive of any rights or remedies provided by the law.
- (d) SCCC and the Vendor acknowledge and agree that the relationship between them is solely that of independent contractors, and nothing herein shall be construed to constitute the parties as employer/employee, partners, joint ventures, co-owners, or otherwise as participants in a joint or common undertaking. Neither party, nor its employees, agents or representatives shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other.
- (e) This Agreement shall enure to the benefit of and be binding upon each of the parties hereto and their respective successors and permitted assigns.
- (f) This Agreement shall be construed in accordance with and governed by the laws, and subject to the jurisdiction of the courts, of the Province of Ontario.
- (g) Notwithstanding anything to the contrary contained in this Agreement, if either party is bona fide delayed or hindered in or prevented from doing anything required by this Agreement by reason of strikes, labour troubles, inability to procure materials or services, power failure, loss of neighbourhood population or customer base, restrictive

governmental laws or regulations, riots, insurrection, sabotage, rebellion, war, act of God, or other reason whether of a similar nature which is not the fault of the party delayed, then the required performance is excused for the period of the delay but the party delayed shall perform within the appropriate time period after the expiration of the period of delay. However, the provisions of this Section do not operate to excuse the Vendor from the prompt payment of the Licence Fee or any other charges payable by the Vendor under this Agreement.

- (h) The Vendor agrees that it shall not register this Agreement or any notice or reference in respect of this Agreement against title to the Lands, Facility or Licensed Space.
- (i) Prior to taking possession of the Licensed Space pursuant to the terms of this Agreement, the Vendor shall complete the Market 707 Vendor Application Form attached to this Agreement as well as all other documentation that SCCC may require to administer this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

SCADDING COURT COMMUNITY CENTRE

By: _____

Name:

Title:

I have the authority to bind the corporation

VENDOR

[Business Name]

By: _____

Name:

I have the authority to bind the corporation

WITNESS

Signature of Witness

SCHEDULE “A” SCCC VALUES AND MISSION

Founded in 1975, Scadding Court Community Centre (SCCC) is a multi-faceted, community-based organization with programs and services geared toward under-serviced, culturally and racially diverse groups such as low-income women, children and families, at-risk youth, people with developmental and/or physical disabilities, and seniors.

SCCC’s **vision** is a healthy community in which every individual and group has the capacity to achieve their full potential.

SCCC’s **mandate** is to *support and foster the well being of individuals, families and community groups by providing and encouraging both local and international opportunities for recreation, education, community participation and social interaction.*

SCCC values:

1. Work in partnership and collaboration.
2. Use research and evaluation to identify and respond to community needs.
3. Strive to provide all community members with full access to our programs and services.
4. Promote access to technology for all community members.
5. Be open to new opportunities as they arise.
6. Consider SCCC in the context of being a member of the local, provincial, national and global communities.
7. Develop and deliver programs, services and an environment that builds capacity in both individuals and groups, thereby supporting them in achieving their potential for personal and social health.
8. Foster an environment of diversity and inclusion.
9. Be an organization that is:
 - Equitable
 - Inclusive
 - Respectful
 - Competent
 - Innovative
 - Ethical
 - Responsible
 - Accountable
 - Credible
 - Environmentally responsible
10. Be an organization that emphasizes:
 - Excellence
 - Teamwork
 - Integrity
 - Leadership
 - An atmosphere of caring, sensitivity, fairness and imagination

SCHEDULE “B”
MARKET 707 – VENDOR’S PROHIBITED USES

Unit No.	Business Names of Other Vendors	Permitted Uses of Other Vendors
1a	Kitchen Cargo	Tacos & meat pies
1b	Mac’n	Mac’n Cheese
1c	Spin Can	Bicycle parts and repair
2a	Monoforte Dairy Co. Ltd.	Local artisanal cheese, meat and dairy
2b	Kanto by Tita Flips	Filipino street food
3a	The Original One	Bubble tea and dim sum
3b	House of Jaffle	Crepes, coffee and Italian soda
3c	Kim’s A La Cart	Korean street food
3d	Vero Mediterranean Takeout	Mediterranean food
3e	Gushi	Japanese skewers and warm dishes
4a	Wiggle Room	East-coast style burgers
4b	T&T Roti	Trinidadian roti and jerk chicken