



Vendor Application Guide

Are you interested in being a seasonal vendor at Prescott's Pop-Ups? Apply now for the 2024 season! Learn more about this exciting new program and complete the [online application form](#).

Application packages are also available for pick up and submission at Prescott Town Hall located at 360 Dibble Street West Prescott, ON K0E 1T0 or by email at dvalentyne@Prescott.ca.

1. Introduction

Prescott Pop-Ups is a Town of Prescott initiative designed to support a vibrant waterfront experience that attracts visitors and supports entrepreneurs in the development and growth of their businesses. In the Town's Economic Development Strategy, RiverWalk revival, business supports, and tourism development are key priorities. Prescott's Pop-Ups will support these priorities by stimulating new investment and job creation and elevating the image of our community through an enhanced waterfront and RiverWalk business district.

2. Vendor Categories & Experience

There is demand to see a mix of vendors across product areas, both seasonal and short-term. We are looking for pop-up businesses and services that will complement Prescott's existing business mix and enhance this waterfront space.

Example pop-up vendors include outdoor/sporting equipment rentals and sales, retail boutiques, artisans, food/beverage, experience/tour providers, activity/event related services, and fitness/wellness to name a few. Preference will be given to vendors featuring unique, locally made and/or sourced products and experiences. The opportunities are wide ranging and we welcome proposals for other ideas not listed above.

Applications for the sale of wine, craft cider, craft beer and spirits from AGCO licensed providers may be considered on a case-by-case, temporary basis.

3. Season

Pop-up rentals are available on a seasonal basis from May (Victoria Day Weekend) to October (Thanksgiving Weekend), weather permitting.

Rental options range from a full season to shorter term weekly/weekend/monthly rentals.

4. Opening Days/Hours

Vendors are required to maintain minimum operating hours during the season. Please consult the chart below for the required operating hours.

	Spring Season May 17 th to June 27 th	Summer Season June 28 th to Sept 2 nd	Fall Season Sept 3 rd to Oct 14 th
Cottages & Food Trucks*	Standard Hours: Saturday to Sunday: 10am-5pm Holidays: Victoria Day Monday: 10am-5pm	Standard Hours: Friday: 3pm to 8pm Saturday: 10am-6pm Sunday: 11am-5pm Holidays: Canada Day: 10am-9pm Civic Holiday (August 5 th): 10am-5pm	Standard Hours: Saturday to Sunday: 10am-5pm
Lighthouse*	Standard Hours: Saturday to Sunday: 10am-5pm Holidays: Victoria Day Monday: 10am-5pm	Standard Hours: Wednesday to Thursday: 10am-5pm Friday to Sunday: 10am-7pm Holidays: Canada Day: 10am-9pm Civic Holiday (August 5 th): 10am-5pm	Standard Hours: Saturday to Sunday: 10am-5pm

*Additional Operating Requirements

Vendors are required to be open on all provincial/federal holidays and for all days of a holiday long weekend. Vendors are also strongly encouraged to operate additional weekdays/evenings where appropriate, and to extend hours until 9 pm during special events taking place in the RiverWalk District. Vendors wishing to deviate from the minimum required hours, must request approval in advance.

Aside from extreme weather conditions, health or personal emergencies, vendors are required to adhere to the terms of their rental agreement. Any closures/changes to opening hours should be communicated via email, to this address no less than 48 hours in advance. Vendors deemed to be in default of their rental agreement may be subject to penalties, up to and including termination of tenancy.

Vendors who choose not to open, for reasons such as personal or other event commitments, are **not** eligible for a reduction in the monthly rental rate, unless the following conditions are met:

- Advance notice is provided a minimum of 14 days prior to the vacancy period.
- All items are removed from cottages and/or food trucks removed from the site for the duration of the vacancy period, no less than 48 hours in advance; to allow for the space to be rented to other vendors.

5. Location/Facilities

Prescott Pop-Ups will be located just east of the Sandra S. Lawn Harbour & Marina and at the Prescott Rotary Lighthouse. This site features easy access to the 2 km Prescott Waterfront Trail and the Highway 2 corridor for walking, cycling and running, and day-tripping and to the St. Lawrence River, which could support a variety of business types.

A selection of pop-up site options will be available including:

Cottage Pop-Up Sites

Pop-Up Cottages are located at the southeast corner of King & Water Streets, adjacent to the public parking area and Sandra S. Lawn Harbour & Marina.

Available vendor sites = Multiple

Approx. size = 100 sq. ft (10ft. X 10ft.)

Available for weekend, weekly, monthly, or seasonal rental.

Note: The use of one additional 10x10 pop-up tent is permitted for each cottage rental unit. The tent must be placed directly adjacent to the cottage so as not to impede neighbouring vendors and public walkways. Tents must be secured and anchored with a minimum of 10lb of weight per corner and taken down at the close of each business day.

Mobile Food Truck Pop-Up Sites

Mobile food truck sites are located at the southeast corner of King & Water Streets, adjacent to the public parking area and Sandra S. Lawn Harbour & Marina.

Available vendor sites = Multiple

Approx. size = 250 sq. ft (15ft. X 20 ft.)

Available for weekend, weekly, monthly, or full season rental.

Rotary Lighthouse Pop-Up Site

The Rotary Lighthouse Pop-Up site is located at 181 Water St., just west of the Cottage Pop-Ups site.

Available vendor sites = One

Approx. size of usable retail space*:

Ground Floor = 250 sq. ft

1st Storey = 200 sq. ft.

Total Area = 450 sq. ft.

*Please note, the 2nd & 3rd storeys of the lighthouse are not permitted for use by the business tenant. These storeys are reserved for pedestrian foot traffic only.

Available for full season rental only.

This site comes equipped with bistro tables for outdoor set-up at the adjacent patio space. The installation of additional furnishings must be approved by the Town of Prescott in advance.

Vendors renting the Rotary Lighthouse Pop-Up Site must adhere to special operating procedures, outlined under *Section 19: Lighthouse Pop-Up Site Vendor Requirements*.

6. Rental Rates/Payment

RENTAL RATES/TERM - COTTAGE	
TERM	RATE
Monthly	\$300
Regular Weekend	\$100
Holiday Weekend	\$125

RENTAL RATES/TERM – Food Truck	
TERM	RATE
Monthly	\$300
Regular Weekend	\$100
Holiday Weekend	\$125

RENTAL RATES/TERM - Lighthouse	
TERM	RATE
Monthly	\$500

Holiday Weekends include Victoria Day Weekend, Canada Day Weekend, August Civic Holiday Weekend, and Labour Day Weekend. Rental on a Holiday Weekend **requires** the vendor to open for the Statutory Holiday associated with that weekend.

Rent shall be paid to the Town of Prescott on the 1st of each month or before first day of occupancy, whichever comes first. Payment methods include e-transfer, cheque, cash, debit, credit. Partial month payments shall be prorated.

In-Person payments can be made at:

Prescott Town Hall

360 Dibble St. W

Mon-Fri from 8:30am-4:30pm

E-Transfer: accountsreceivable@prescott.ca

Reference “Prescott PopUps” in memo field.

7. Marketing & Promotions

a. Traditional Marketing

The Town of Prescott will undertake a traditional marketing campaign through radio, digital and print media, and install appropriate on-site and directional signage at high traffic vehicular/pedestrian locations. Vendors are encouraged to pursue other traditional marketing avenues where appropriate, aligning with Prescott Popups guidelines and values.

The selected vendor must agree to provide space for the display of Prescott tourism marketing print materials and serve as a community ambassador in the promotion of amenities/materials to visitors. This will support efforts to position Prescott's Pop-Ups as a key visitor destination; thus, attracting a large market of potential consumers to the selected vendor's business.

The Town will provide generic on-site and directional signage. External Pop-Ups branded signs will be mounted to the doors of each seasonal vendor's cottage, sized 2ft. Width X 3ft. Height, including each vendors logo/branding, visible during closure periods.

Vendors are permitted to display the following additional signs at their expense:

- A maximum of one (1) sign attached to the cottage rear exterior wall, sized no larger than 6 ft. Width X 3 ft. Height.
- A maximum of two (2) portable signs placed within five (5) feet of cottages.
 - Permitted portable sign types include:
 - A-Frame sized no larger than 2ft. Width X 3ft. Height
 - Freestanding banner no larger than 2 ft. Width X 10ft. Height
 - All portable signs must be anchored via ground stakes or weights e.g. sandbags or sign fill material.
 - Portable signs must not obstruct public sidewalks or paths.
 - All portable signs must be removed at the end of each business day.

b. Social Media Marketing

The Town of Prescott will be promoting the Prescott Pop-Ups across its social media platforms, including but not limited to the Town of Prescott (Official), Explore Prescott (Tourism), and Downtown Prescott BIA pages. Vendors will be required to share general Prescott Pop-Ups posts through their channels. Vendors are required to reference the following pages/hashtags in all independent posts promoting their Pop Ups location: **@ExplorePrescottON, @PrescottPopUps #ExplorePrescottON, #PrescottPopUps**. Vendors are encouraged to create/maintain their own robust social media marketing campaign, including on emerging channels such as TikTok. Vendors will be eligible for digital marketing support through the South Grenville Digital Main Street Program to assist with social media marketing.

c. Vendor Marketing Materials

Vendors are required to submit digital copies of logos and other supporting marketing materials to the Town for promotional and signage purposes.

8. Special Events

RiverWalk Park and the Sandra L. Lawn Harbour are highly active properties where a number of Town and private events take place during the Pop-Ups season, including the St. Lawrence Shakespeare Festival, Upper Canada Folk Festival, Summer Concert Series and the RiverWalk Promenade (Long weekends in July & August). The Pop-Ups site will also be home to several events throughout the operating season. Pop-Up vendors are encouraged to operate during all special events and be prepared for these high traffic days. A listing of events will be provided to vendors at the start of the operating season. A schedule of events will also be available at www.prescott.ca.

9. Alterations

The Vendor is responsible for completing the interior fit-up of the cottage as approved by the Town. No physical additions, alterations or renovations shall be completed without first having obtained proper consent in writing from the designated Pop-Up representative and building permits if required. Should approval be granted, all approved renovations will be at the vendor's expense and become the property of the Town of Prescott unless otherwise negotiated.

Vendors are permitted to decorate and install additional interior furnishings to support their business operations. All décor/furnishings must be non-permanent and removed at the end of each rental season. All vendor owned appliances/equipment used to support business operations must be inspected and pre-approved by the Town. Cottages must be returned to their original state upon termination of the rental agreement.

10. Electrical

Electrical services are available at the Lighthouse, Cottage and Food Truck Pop-Up sites. Electrical service size varies depending on location. Vendors that require electrical service must identify this at the time of application.

11. Garbage

The Vendor will be responsible for his/her own garbage collection and cleaning within their pop-up structure. The vendor is responsible for disposing of all waste material adjacent to the garbage bin located at the northwest end of the parking area. Waste receptacles located within public areas of Pop-Up sites are for the use of customers only and will be maintained by Town staff.

12. Washrooms

Vendors will have access to the Sandra S. Lawn Harbour washrooms during regular operating hours found at www.prescott.ca.

13. IT Services

Vendors will have access to the Town's private Wi-Fi network to support point of sale (POS) systems.

14. Liability Insurance

Upon approval to operate a Pop-Up site, vendors will be required to show proof of \$2 million liability insurance. In addition, any vendor handling food/food trucks will be required to have all necessary

permits and inspections, including a Town of Prescott Permit, Health, Fire Suppression and Propane Inspections, and TSSA and ESA stickers.

15. Parking

The site is adjacent to a parking area with free parking. Vendors are required to park all vehicles, including employee vehicles in the designated parking lot located at the corner of East and Water Streets. The delivery of Pop-Up Site supplies shall take place during off peak times (before 11am or after 7pm), vehicles cannot be parked or driven outside of the designated parking area. No vehicles are to be driven on grassed areas or on multi-use paths within the Pop-Up Site or any public park areas.

16. Security

Each cottage is equipped with a door lock and pad lock. Vendors will be provided with one copy of each key. The copying of keys is strictly prohibited. Additional keys are available under special circumstances; an additional fee may apply. The keys must be returned at the end of each rental period. A replacement fee of \$25 will be charged for lost keys.

17. Regulations

The Vendor shall comply with the Public Health Act, R.S.O. 1970, Chapter 377, as amended, respecting foodstuffs, and all regulations and conditions within the food premises regulations under the Public Health Act R.S.O., 1990, Chapter 409, Regulation # 840. The Vendor will be required to comply with all other municipal, provincial and federal regulations that may be applicable to their business activity.

18. Water/Wastewater Services

Lighthouse Pop-Up Site

Water & wastewater services are available at the Lighthouse Pop-Up Site.

Cottage/Food Truck Pop-Ups Site

Tap water access is available at the southeast corner of the pop-ups site, or at the Sandra S. Lawn Harbour Marina.

Water connections are available for Food Truck Pop-Up sites on a limited basis. Vendors that require water service must identify this at the time of application.

There are no wastewater connections on the property for Cottage or Food Truck Pop-Up sites. Vendors are responsible for collecting, storing and disposing of greywater off-site at an approved disposal station. The disposal of greywater in adjacent storm drains, waterways, parks or greenspaces is prohibited at all times.

19. Lighthouse Pop-Up Site Vendor Requirements

Priority shall be given to vendors that demonstrate the need for power and/or water services, and interest/capacity to provide visitor related services as part of their tenancy and ability to operate a viable destination business to complement the lighthouse. The selected Lighthouse Pop-Up Site vendor shall provide access to visiting members of the public wishing to participate in self guided tours of the property and gain access to 2nd and 3rd stories for the purpose of viewing and capturing images of the scenic St. Lawrence River. Vendors are not required to provide guided tours as part of the visitor access requirement. Furthermore, the selected vendor must agree to provide space for the display of Prescott tourism publication materials and serve as a brand ambassador in the promotion of amenities/materials to visitors. Vendors will be equipped with supporting guidance and resources to provide tour guide/brand ambassador services to Lighthouse Pop-Up patrons throughout the operating season. This shared use approach to the space will position the lighthouse as a key visitor destination; thus, attracting a large market of potential consumers to the selected vendor's business.

20. Representation

As tenants, vendors become representatives of the Town of Prescott and are expected to act as goodwill ambassadors for the Town when interacting with members of the public. This includes verbal, written, video and digital interactions including but not limited to social media and website platforms. Vendors shall agree to display provided community promotional materials and participate in marketing programs including the Prescott Proud Dollars initiative (materials to be provided upon occupancy). Tenancy agreements may be terminated if vendors are deemed to be in violation of representation requirements.

21. General

Vendors are required to provide the Town with a detailed list of products, services to be sold, planned hours of operation and other pertinent business details as requested. Any adjustments to products/services, hours of operation or other relevant business changes, must be communicated and approved by the Town in advance.

22. Municipal Liability and Indemnification

The Owner/Tenant will indemnify the Town from any and all suits, claims, damages, demands, costs, suits, actions or causes of actions of any nature or kind whatsoever arising from or connected with the carrying out of the Owner/Tenant's obligations in this Agreement without restricting the generality of the foregoing with respect to any claims pursuant to the Ontario Building Code and the Construction Lien Act.

Notwithstanding any other provision of this Agreement, or any intervening acts or arrangements between the parties, the Owner/Tenant shall, at is sole cost, indemnify the Town as set out above including the full legal costs of the Town, which may arise either directly or indirectly by reason of the Owner/Tenant undertaking the prescribed works.

23. Default/Termination

Vendors deemed to be in default of the rental agreement may be subject to penalties up to and including termination of tenancy.

The vendor is permitted to cancel their tenancy at any time throughout the duration of this agreement. A minimum of 2 weeks notice must be provided, and all monies owing must be paid prior to vacating the pop-up location.

24. Severability

If any provision of this Agreement or portion thereof or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement and its application to any person or circumstances shall not be affected.

25. Governing Law

This Agreement shall be interpreted and governed by the laws of the Province of Ontario.

26. Successors and Assigns

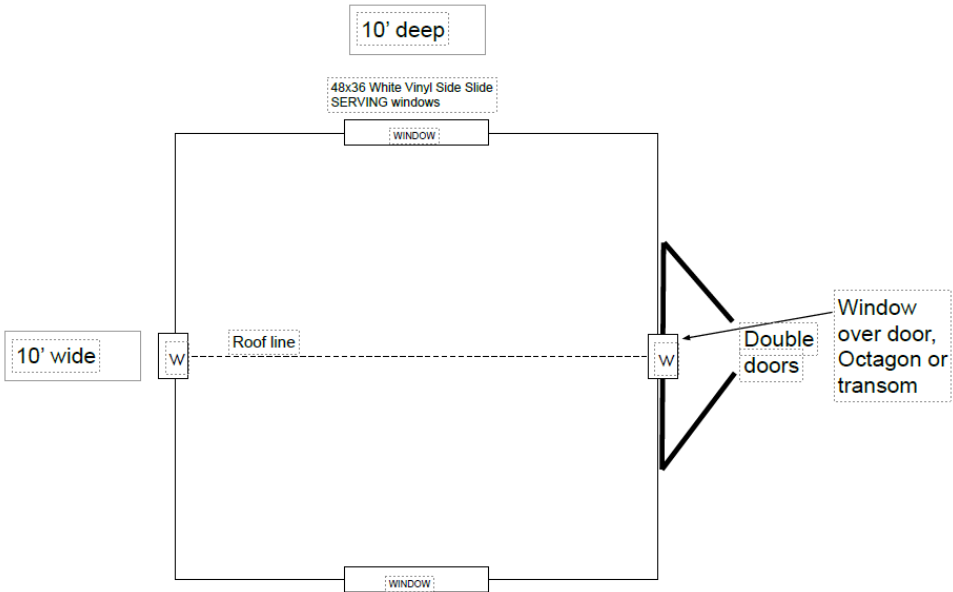
This Agreement shall be binding upon and ensure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns, as the case may be.

27. Vendor Selection Process

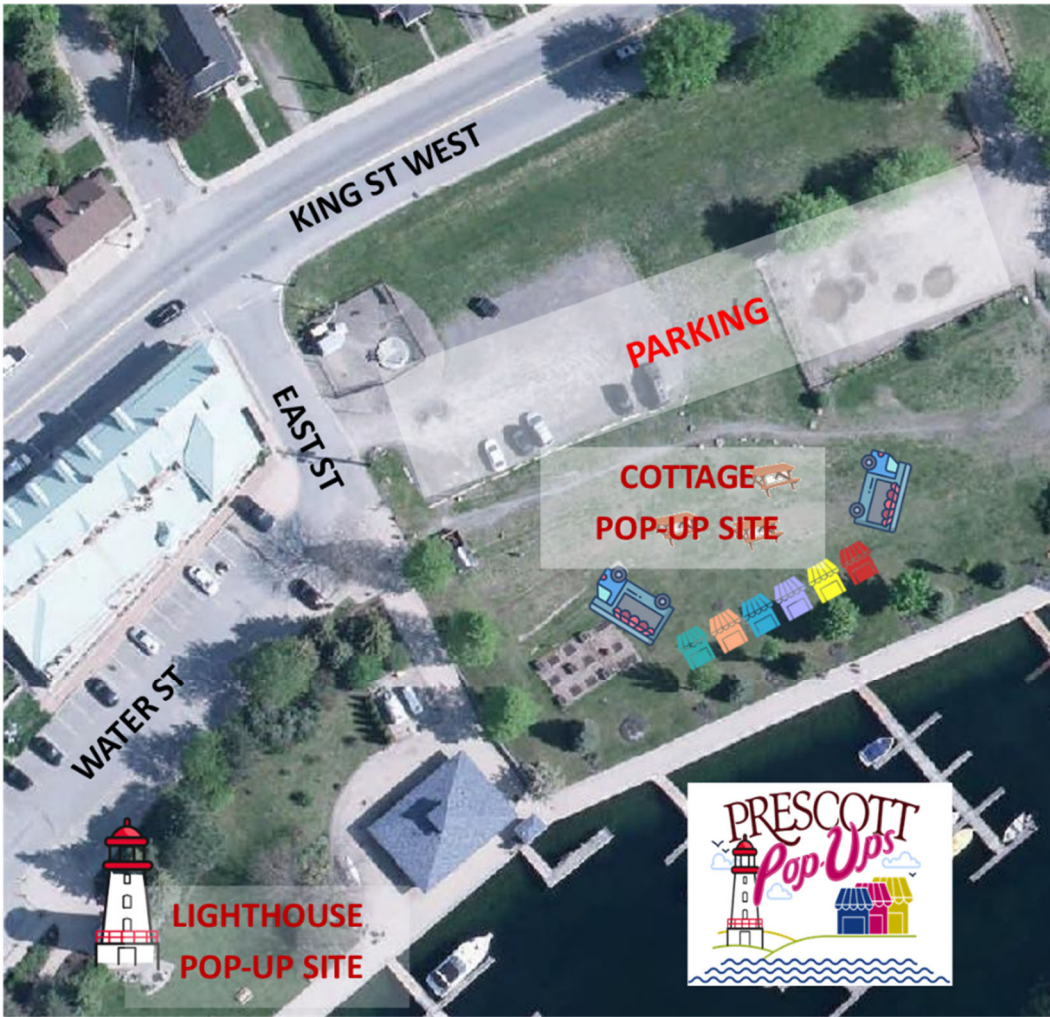
The evaluation of seasonal applications will be completed by the Town of Prescott. Successful applicants will be required to sign a lease agreement with The Corporation of the Town of Prescott. All seasonal applications submitted by the deadline will be evaluated and assigned marks according to the following criteria:

Category	Criteria	Weight
Submission Completeness & Quality	Is the submission substantially complete and include all relevant information?	10/100
Value Proposition Alignment	Does the vendor’s proposed business align with the objective of Prescott Pop-Ups project to enhance economic and recreational activity on Prescott’s waterfront while assisting in the creation a hub/public space to help activate the RiverWalk District? Does the proposed business complement the existing mix of RiverWalk District businesses?	30/100
Capacity	Does the vendor have the demonstrated capacity to successfully implement their proposed pop-up shop? Does the applicant demonstrate previous experience in executing on a similar project?	30/100
Marketing and Promotions	Does the vendor propose a viable individual marketing strategy above and beyond the Prescott Pop-Ups marketing strategy? Does the vendor either possess an existing social media following or demonstrate the capability to generate a social media presence that aligns with the strategic objectives of the Prescott Pop-Ups ?	30/100

28. Cottage Dimensions/Specifications



29. Site Location Map



30. Agreement Schedules (OFFICE USE ONLY)

The following schedule(s) are to be completed and attached to form part of the Rental Agreement:

Schedule "A" – Rental Details/Terms

SCHEDULE A

RENTAL DETAILS/TERMS	
1. Tenant	Business Name (if applicable):
	Contact Name/Title:
	Phone:
	Email:
2. Rental Terms	Rental Type:
	Term:
	Rate: \$