



Vendor Application Guide

Are you interested in being a seasonal vendor at Prescott's Pop-Ups? Apply now for the 2025 season! Learn more about this exciting new program and complete the [online application form](#).

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 providing a business incubator for emerging entrepreneurs, stimulating new investment and job creation and elevating the image of our community through an enhanced waterfront and RiverWalk business district.

2. Vendor Categories & Eligibility

The Pop-Ups will feature a mix of seasonal and short-term vendors providing a diverse mix of products, services and experiences. 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. 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.

Preference will be given to a diverse mix of vendors featuring unique, locally made and/or sourced products and experiences. Due to the limited availability of spaces, multiple vendors offering identical or overly similar products will not be permitted.

Businesses with an established brick-and-mortar presence in Prescott are welcome to apply, however they must clearly demonstrate how their proposed Pop-Up concept differs from their existing operations and contributes to the diversification of Prescott's retail landscape. The Pop-Ups cannot be used to operate satellite locations for existing Prescott businesses, unless they're being utilized to test new products/services, not currently offered for sale at your existing place of business. Vendors

deemed to be in default of this requirement at any time during their tenancy will be subject to penalties, up to and including termination of tenancy.

The opportunities are wide ranging; proposals are welcomed for other business operations not listed above. Multi-year rental options may be available to interested vendors, on a case-by-case basis with time limitations in place, refer to Section 26: Renewals. The ultimate goal of the Pop-Ups is to support entrepreneurs in transitioning from this seasonal rental space to a thriving permanent brick & mortar business location, based in Prescott ideally.

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 16 th to June 22 nd	Summer Season June 23 rd to Sept 1 st	Fall Season Sept 2 nd to Oct 12 th
Standard Hours: Friday: 3pm - 7pm Saturday to Sunday: 11am - 7pm Holidays: Victoria Day: 11am - 7pm	Standard Hours: Friday to Sunday: 11am - 7pm Holidays: Canada Day: 11am - 9pm Civic Holiday: 11am - 7pm	Standard Hours: Saturday to Sunday: 11am to 5 pm Holidays: Labour Day: 11am-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, 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 written approval in advance.

Aside from extreme weather conditions (defined below), health or personal emergencies, vendors are required to adhere to the terms of their rental agreement. Any requested closures/changes to opening hours should be communicated via email to dvalentyne@prescott.ca no less than 48 hours in advance. Vendors deemed to be in default of their rental agreement will 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.

Extreme Weather Conditions

The Prescott Pop-Ups may be closed temporarily due to extreme weather conditions that pose risks to public safety or the integrity of the event space. Extreme weather includes, but is not limited to:

- Sustained high winds exceeding 60 km/h or greater,
- Severe thunderstorms involving lightning, heavy rain, or hail,
- Extreme heat with temperatures above 40°C,
- Localized flooding impacting accessibility or safety,
- Tornado warnings or similar severe wind advisories, and
- Air quality alerts resulting from wildfires or other pollutants.

The decision to close will be made at the sole discretion of Municipal staff, prioritizing the safety of all participants, vendors, and attendees.

Vendors will be notified of closures via email by 9 am in the event of an Extreme Weather Closure.

5. Location/Facilities

Prescott Pop-Ups are located just east of the Sandra S. Lawn Harbour & Marina. Official address is 191 Water St. E Prescott, ON K0E 1T0. 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.

The following pop-up site options are available:

Cottage Pop-Ups

Option 1: 5ft. X 8ft. (40 sq. ft.)	Option 2: 10ft. X 10ft. (100 sq. ft.)	Option 3: 10ft. X 16ft. (160 sq. ft)
Availability: 2 sites Weekly, Monthly or Full Season Rentals	Availability: 6 sites Monthly or Full Season Rentals	Availability: 2 sites Monthly or Full Season Rentals

Note: The use of one additional 10'x10' 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 Service Operations

Option 1: 15ft. X 20ft. (300 sq. ft.) (larger spaces available upon request)
Availability: Multiple Sites Weekly, Monthly or Full Season Rentals

6. Rental Rates/Payment/Terms

RENTAL RATES/TERM	
COTTAGE 5X8 FT.	
TERM	RATE
Monthly	\$325*
Weekend	\$125
Fall Season (Sept. 6 to Oct. 12)	\$200*
COTTAGE 6X9 FT. (Weekly, Monthly or Seasonal Rental Term)	
TERM	RATE
Monthly	\$375*
Weekly	\$150
Fall Season (Sept. 6 to Oct. 12)	\$250*
COTTAGE 10X10 FT. (Monthly or Seasonal Rental Term Only)	
TERM	RATE
Monthly	\$425*
Fall Season (Sept. 6 to Oct. 12)	\$300*
COTTAGE 10X16 FT. (Monthly or Seasonal Rental Term Only)	
TERM	RATE
Monthly	\$550*
Fall Season (Sept. 6 to Oct. 12)	\$400*
FOOD TRUCKS	
TERM	RATE
Monthly	\$425*
Weekly	\$150
Fall Season (Sept. 6 to Oct. 12)	\$300*

*Includes \$25 Downtown Prescott BIA Associate Membership fee payment

The rental term begins May 1st and ends September 1st, with an option to extend to October 12th.

Holiday Weekends include Victoria Day Weekend, Canada Day Weekend (June 27th to July 1st), August Civic Holiday and Labour Day. 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.

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.

d. Ontario by Bike Program

The Prescott Pop-Ups is an accredited Bike-Friendly Business through the Ontario by Bike program to encourage Cycling and Active Tourism. As such, vendors should be familiar with the location of the nearby Bike Repair Station (located by the Rotary Pavilion to the southeast of the Pop-Ups) and basic local cycling information. Food Trucks and experiential businesses located at the Prescott Pop-Ups are encouraged to register independently for the Ontario by Bike Bike-Friendly Business program. Pop-Ups staff can assist you with your registration.

e. Special Promotions

Throughout the season, special promotions are organized by the Prescott Pop-Ups, by vendors, or in association with other entities such as the Downtown Prescott BIA. These promotions could include passport programs, themed days, raffles, or other activities. Vendors are strongly encouraged to participate in all promotions, and make contributions to efforts such as vendor-item raffle baskets.

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 required to operate during all Pop-Ups special events and be prepared for these high traffic days, and encouraged to operate during adjacent special events. 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 Prescott Pop-Up. 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. Portable Washrooms and a hand washing station will also be on-site throughout the season.

13. IT Services

Vendors will receive access to the Town's private Wi-Fi network to support point of sale (POS) systems at no additional cost.

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 during operating hours.

16. Keys/Security

Each cottage is equipped with a door lock and pad lock. Licensees will be provided with one copy of each key. Keys must not be duplicated. The keys must be returned at the end of each rental period. A replacement fee of \$25 will be charged for lost keys.

Licensees are responsible for securing their food/refreshment vehicles. The site is equipped with video surveillance for the benefit of licensees. The Licensor is not responsible for any lost or damaged contents resulting from Licensee negligence in securing the rental property.

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

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 Service 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. 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.

20. Vendor Conduct/Feedback

Vendors at the Prescott Pop-Ups are expected to act professionally and respectfully at all times, adhering to all laws and event policies. Harassment, discrimination, disruptive behavior, abusive or offensive language, and the possession, use, or sale of illegal drugs or alcohol (outside of licensed areas) are strictly prohibited. Smoking, including vaping, is prohibited at the Prescott Pop-Ups. Vendors must ensure the safety and security of their booth setup and comply with guidelines for

setup, operation, and teardown. Failure to meet these standards may result in the termination of your Vendor Agreement.

All vendor sales activities must be conducted in a professional manner, avoiding any form of aggressive sales tactics. Vendor products should remain within their approved booth area and are prohibited from traveling throughout the Pop-Ups for the purpose of sale.

Vendors are expected to serve as community ambassadors, promoting amenities and materials to visitors using provided resources. Vendors should speak positively about the overall Pop-Ups operation when engaging with members of the public and fellow vendors. General vendor feedback, concerns, and rental agreement inquiries should be communicated via email to the Economic Development Officer, Dana Valentyne, dvalentyne@prescott.ca, and/or Business Development Officer, Justin St. Pierre, jstpierre@prescott.ca. Time sensitive site-related concerns should be directed to on-site staff working at the Pop-Up Visitor Centre.

21. Pets on Site

Vendors at the Prescott Pop-Ups are expected to accommodate a pet-friendly environment while adhering to municipal bylaws and event policies regarding animals on-site. All pets, including those belonging to visitors and customers, must be kept on a leash at all times, in accordance with Municipal By-Law 05-2021. Vendors should ensure their own pets, if present, are well-behaved, leashed, and do not interfere with event operations or customer interactions.

In the interest of safety and maintaining a positive atmosphere, any pet—whether belonging to a vendor, visitor, or customer—exhibiting dangerous or disruptive behavior, such as excessive barking, aggression, or lack of control, will be required to leave the site immediately. Vendors are encouraged to inform on-site staff of any concerns regarding pets that may pose a risk or disturbance.

Vendors are also responsible for maintaining cleanliness around their booth areas, ensuring any pet-related waste generated by their pet is promptly addressed to uphold the professional appearance of the space.

22. Emergency Protocol

Vendors at the Prescott Pop-Ups must be prepared to respond promptly and appropriately in emergencies, including medical incidents, fires, severe weather, or public safety concerns. In all cases, vendors should contact 911 if necessary and notify on-site visitor centre staff immediately. On-site staff will engage additional department staff should the need arise. Vendors are expected to secure their booth setups, follow instructions from on-site staff and emergency personnel, and report any safety concerns immediately. Cooperation and clear communication are essential to maintaining a safe environment for all attendees. Should a site related emergency arise outside regular hours or when on-site staff are unavailable, Licensees should call the Town's after hours # at 1-855-229-5764.

23. Downtown Prescott BIA Associate Membership

By virtue of their tenancy at the Prescott Pop-Ups, Seasonal Vendors are Associate Members of the Downtown Prescott BIA. Associate Membership entitles seasonal vendors to participate in Downtown Prescott promotions, allows vendors to sit on temporary working groups of the BIA, helps foster

further connections with the traditional downtown core. As Associate Members, seasonal vendors are expected to support the mission of the Downtown Prescott BIA to promote the Downtown as a visitor destination. The Associate Membership fee is included in the monthly rental rate for all seasonal vendors. NOTE: Associate Members are NOT voting members of the Downtown Prescott BIA.

24. 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 in accordance with the policy outlined in section 4 – Additional Operating Requirements.

25. 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 its 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.

26. Renewals

There is no automatic entitlement on the part of Vendors to renewal. Vendors must reapply to the program each year, should a multi-year tenancy be desired. Unless otherwise approved, the maximum multi-year tenancy for retail cottages shall be limited to two (2) years.

27. 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.

28. 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.

29. Governing Law

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

30. 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.

31. 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/Eligibility	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? Does the vendor meet eligibility requirements? E.g. non-duplicate product/service, existing business operations	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

32. Site Location Map



33. 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:	\$