



TERMS & CONDITIONS

Retail Commercial Kiosk Vendor

City of Mount Pearl

Issued: April 14, 2026

The City of Mount Pearl
3 Centennial Street
Mount Pearl
NL A1N 1G4



TERMS & CONDITIONS

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1.0 BACKGROUND

In 2021, the City of Mount Pearl (the “City”) developed a 25-to-30-year plan to renew the downtown core of Mount Pearl.

The long-term vision outlines strategies for public and private investment which will continue to encourage the city centre to grow and thrive. The *Find Your Centre – City Centre Renewal Plan* (<http://findyourcentre.ca>) was developed based on community engagement and input from many stakeholders, both public and private.

The conceptual plan puts people first, expressing a bold and exciting vision for a variety of mixed-use environments rooted in the “three Rs” – retail, recreation, and relaxation. It will inform sound decision-making for future development to ensure the city centre becomes, and remains, a distinct core that contributes to Mount Pearl’s rich quality of life, a strong sense of place, and a prosperous economy.

The Team Gushue Sports Complex offers incredible potential as a premier sports and recreation destination. The facility serves as a central hub for various sporting activities and community events, and the future location of the Mount Pearl Community Centre. With beautiful facilities and multiple activity spaces, the complex will provide opportunities for both competitive athletics and recreational programming, including indoor sports facilities, fitness areas, and multipurpose rooms. As the complex prepares to host numerous summer city events and competitions, it will become a vibrant gathering place for athletes, spectators, and community members. The development of this modern sports complex will create a landmark destination within the city, attract both local and visiting athletes, and serve as a catalyst for sports tourism and community engagement.

2.0 PROJECT DESCRIPTION

As part of the *Find Your Centre – City Centre Renewal Plan*, the City is now seeking a commercial hospitality, craft, retail, recreation, food or entertainment vendor to operate a city-owned commercial kiosk at the Team Gushue Sports Complex (the “Commercial Kiosk”) for the contractual period of May 20, 2026, to September 30, 2026, inclusive, in accordance with these Terms & Conditions. These dates may be subject to change and the option to extend this time period may be presented, at the City’s discretion, based on success. The vendor must provide the City with a one-time leasing cost of **\$1500** for the entire contractual period prior to operating.

The Commercial Kiosk will be installed on city-owned property located at the Team Gushue Sports Complex (see Appendix A). This location at the Team Gushue Sports Complex has been strategically chosen as the City intends to host events, sporting competitions, and other events in this area to attract residents, visitors, and tourists to the area.

The Commercial Kiosk is a city-owned entity which can be occupied by vendors in hospitality, craft, retail, recreation, food, or entertainment sectors. The space does not include conventional ovens or deep fryers.

The Retail Commercial Kiosk includes the following equipment for use by the selected vendor, as required:

- Full electricity and power to support service requirements;
- Shelving/serving area; and
- Key/lock system to be provided by City for doors.
- 2 keys will be provided to each vendor on the Monday of their designated week, and both keys must be returned the following Monday.

In addition to the above-mentioned equipment, the City will also provide:

- Picnic tables, washroom facilities, and garbage/recycling bins in the area of the Commercial Kiosk; and
- Garbage and recycling removal services.

The City will work with selected vendor to obtain all necessary city permits and to meet accessibility requirements.

Design concept can be found in Appendix B. As the kiosk was constructed in-house, the detailed design will be slightly different than the concept as a garage door is added and the structure is 12 x 20.

3.0 PROJECT AUTHORITY

The use of the Commercial Kiosk will be subject to review and acceptance by the City's Marketing, Communications, and Economic Development Division, and Office of the Chief Administrative Officer.

4.0 INQUIRIES

Should further information be required please submit questions to:

Jeremy Schwartz
Manager of Economic Development & Housing
jschwartz@mountpearl.ca
1-709-748-1117

The City will assume no responsibility for oral instructions or suggestions.

5.0 CONTRACT AGREEMENT

The selected vendor may be required to enter into a contractual agreement with the City for the project. It is the City's intention to enter into a contract with only one (1) legal entity. The selected vendor must adhere to both these Terms & Conditions and sign this document as an official contract agreement.

Where no further contract agreement is created, these Terms & Conditions shall serve as the complete and binding agreement between the City and the selected vendor.

6.0 TERMS

General

- 7.1. The City of Mount Pearl is the sole owner of the Commercial Kiosk.
- 7.2. The vendor must provide the City with a one-time leasing cost of **\$1500** for the entire contractual period prior to operating.
- 7.3. The City will not defray any expenses incurred by the vendor to support any operational costs or additional materials outside of the scope of these Terms & Conditions.
- 7.4. As this is a pilot project, there will be no leasing costs incurred by the vendor to occupy the Commercial Kiosk for the contractual period.
- 7.5. Where there is a question of general interpretation of these Terms & Conditions or any further agreement between the City and the selected vendor, the decision of the City shall be final and binding.
- 7.6. All information provided by the City is offered in good faith. The City is not liable for any errors or omissions in these Terms & Conditions or in applicant submissions.
- 7.7. The City reserves the right to approve the form and content of signage and advertising located on City property including the Commercial Kiosk. Any signage or advertising not approved shall be removed immediately. Signage and advertising may only be attached to the Commercial Kiosk in a manner approved by the City.
- 7.8. The selected vendor is prohibited from renting, assigning, subleasing or in any other way transferring the use of the Commercial Kiosk or the obligations herein to any other party without the express written permission of the City.
- 7.9. The selected vendor must abide by all City policies, procedures, regulations and by-laws including, but not limited to:
 - a) Municipal Official Code of Conduct;
 - b) Noise Regulations;
 - c) Anti-Littering Regulations; and
 - d) Traffic Regulations.
- 7.10. The selected vendor will be provided with keys for the Commercial Kiosk and must ensure that the Commercial Kiosk is locked and secure when the selected vendor is not present on site. All keys must be returned when the weekly pop-up is complete. Copying of keys is prohibited.

- 7.11. The selected vendor must immediately report all damage and vandalism to the Commercial Kiosk to the City.
- 7.12. The City reserves the right to reproduce all photographs, images, videos, media and likenesses taken during events, markets, trail activation and other events for future promotional purposes.
- 7.13. The selected vendor agrees that the use of the Commercial Kiosk is entirely at their own risk, including theft, personal injury, and property damage, lack of anticipated sales, engagement, participation or inventory damage due to weather or any other cause. The City makes no guarantees or assurances of financial value, profit or success from the use of the Commercial Kiosk.
- 7.14. The City is not responsible for any loss, damage, theft or destruction to any goods, equipment or any other property belonging to the selected vendor placed at, stored in, or in transit to or from the Commercial Kiosk, or for any loss resulting therefrom.

Applicable Law

- 7.15. The law applicable to these Terms & Conditions and any further contract agreement relating to the Project shall be the law in force in the Province of Newfoundland and Labrador. Applicants warrant their compliance with all appropriate Municipal, Provincial and Federal regulations, laws and orders.

Confidentiality

- 7.16. Any documentation submitted via the online submission form, as well as any correspondence or additional information provided to the City in respect of the Commercial Kiosk or in connection with the Project, shall become a City record, and thus will be deemed subject to the Access to Information and Protection of Privacy Act, 2015. Submissions must identify any scientific, technical, commercial, or confidential information the disclosure of which could reasonably cause harm to the applicant.
- 7.17. The selected vendor must maintain in confidence and shall not disclose any confidential information of the City except where the information is or becomes general public knowledge.
- 7.18. These Terms & Conditions and any further contract agreement relating to the Project may not be used for any purpose other than the Project. All submissions received will be held in confidence. The receipt of submissions shall not be disclosed to anyone, other than City employees, contractors, or agents directly connected with responding to submissions, or as required by law.

Termination

7.19. Any violation of or failure to comply with these Terms & Conditions or any further contract agreement relating to the Project will result in termination and revocation of any use the Commercial Kiosk.

Indemnification

7.20. The selected vendor shall indemnify the City, its officers and employees against any damage caused to the City as a result of any negligence or unlawful acts of the selected vendor or its employees. Similarly, the selected vendor shall indemnify the City, its officers and employees against any claims, actions or costs initiated by third parties as a result of any negligence or wrongful acts of the Proponent or its employees.

7.21. The selected vendor shall indemnify the City, its officers, and employees if the selected vendor fails to comply with these Terms & Conditions or any further contract agreement relating to the Project.

Term

7.22. The term of the Project, inclusive of these Terms & Conditions or any further contract agreement relating to the Project is to commence on May 20, 2026 and end on September 30, 2026, with an option to extend, at the City’s discretion, based on success.

7.0 SCOPE OF AGREEMENT

Deliverables/Requirements

- 8.1. The selected vendor:
 - a) Must be a registered business in good standing with the Province of Newfoundland and Labrador and/or Government of Canada;
 - b) Must have no outstanding debts to the Newfoundland and Labrador Registry of Companies;
 - c) Must have General Commercial Liability and Professional Liability Insurance in compliance with all applicable provincial or federal laws and also which will cover its operations in and related to the Commercial Kiosk;
 - d) Must operate in the hospitality, craft, retail, recreation, food or entertainment sectors and provide a product or service that aligns with the City’s vision;
 - e) Must have all proper licenses, approvals, and permits related to the selected vendor’s line of business (ex. Food Establishment License, Mobile Food Vending Permit, Health and Safety, etc.);
 - f) Must meet the requirements for operational hours and contractual period as follows:
 - i. operate and be open for business at the Commercial Kiosk a minimum of 30 hours per week; and

- ii. operate and be open for business at the Commercial Kiosk a minimum of 14 hours per weekend; and
- g) Must submit a detailed operational schedule, acceptable to the City.
- h) Must provide goods or services with price sensitive offerings to ensure affordable options for all members of the community.

APPENDIX A

8.0 LOCATION

(Proposed location outlined in red)



APPENDIX B

9.0 CONCEPT DESIGN

THE KIOSKS

EXTERIOR CONCEPT 2

DOUBLE TIER SLOPED ROOF



KEY DESIGN FEATURES

- Double service windows for orders and pickup
- Double service windows, natural light inside kiosks
- Sliding window openings
- Exposed roof to emphasize on natural elements of the Waterford River T'Railway
- Two tiered overhangs over the window spaces to minimize shading into kiosks
- Space for signage
- Two tiered overhangs creates more light inside
- Sloped roof for drainage
- Same shading on both sides of the kiosk
- Built on a wooden platform for ease of transportation (8' by 16') with portable footing underneath to protect by separating the floor structure from direct contact with water





APPENDIX C

10.0 TIMELINE

ACTION	DEADLINE*
Issue call for vendors	April 14, 2026
Deadline for submissions	May 5, 2026
Award	May 12, 2026
Completion of terms of agreement	May 15, 2026
Kiosk contractual period begins	May 20, 2026

* Dates may be subject to change