

Havelock Farmer & Artisan Market

2020 VENDOR RULES & REGULATIONS

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Overview:

Product Allocation: For the purposes of providing an active and vibrant farmer market in the Havelock area, an effort will be made to maintain a 60/40 agricultural product and vendor mix, maintaining not less than 60% of offerings will be local farm related and sourced as outlined in various documents relating the functions of a typical organized farmer market.

Management of the Market: The overseeing and management duties will be comprised of either an “acting” manager appointed by the HFAAM steering committee, or delegate(s) appointed by the steering committee.

Not for profit groups: The Havelock Farmer and Artisan Market’s steering committee recognizes the many benefits that our non-profit organizations, local musicians and sports groups bring to our community and wishes to establish a working relationship with these groups. We also acknowledge how these venues enhance the Farmer Market experience. We would like to support fund raising initiatives that may present themselves and wish to participate with us during the Market Season. We will make an endeavor to facilitate these requests.

All requests will be made in writing and dates will be made available on a first come first served basis. These spaces will be offered at no charge.

1.0 Names and Definitions

- 1.1 The name of the market is the "Havelock Farmer and Artisan Market" and may be referred as "the Market" within these rules and regulations "the Rules".
- 1.2 The Havelock Farmer and Artisan Market "Steering Committee" ("SC") is a group of local community volunteers deemed with organizing and governing the market.
- 1.2 The Rules and Regulations Sub Committee (R&RSC) is a sub group of the SC, which is responsible for reviewing and updating the Market Rules and Regulations on an as needed basis.
- 1.3 The Vendor Selection Committee (VSC) is a sub group of the SC, which is responsible for approving Market Vendors.
- 1.3 The "Market Manager" is either a person appointed by the Market, or a member of the acting Steering Committee. The manager(s) will oversee the Market site before, during and after operating hours on each Market day.
- 1.4 A vendor is a farmer, artisan or processor of locally-sourced goods who has applied for and been granted permission to participate in the Market.
- 1.5 A "Space" refers to a frontage area approximately 10 (ten) feet in length, occupied by a vendor within the market site. A double space may be granted to a vendor if available, but all wanting vendors will be satisfied for space allocations prior to double spacing being made available. Double spacing will be charged at approximately 1.60x regular space levy.

2.0 Location

- 2.1 The Havelock Farmer and Artisan Market shall operate on the South Side of Hwy 7 in a site between the stop lights on the west and the HBM Municipal office on the east.

3.0 Dates and Time for the 2020 Season

- 3.1 The Market will run on Friday afternoons from Friday June 19th through Friday October 9th.
- 3.2 From Friday June 19th through until Friday October 9th, the market will run from 1 pm until 7 pm.
- 3.2 The site shall open at 11:00 am for setup.
- 3.3 The site must be vacated by no later than 30 minutes after the market closes.

4.0 Application Process

- 4.1 Participation is by application acceptance only. Acceptance will be determined upon application review and approval and site fees paid. Sites will be assigned by the Market committee or designate. If vendors choose to “swap sites”, they must have approval by the acting manager, who may approve a re-issue. If so, the re-issue will be final for the season.
- 4.2 Any person, farm or company wishing to apply for a Vendor space to participate in the Market shall submit An application to the VSC. The VSC will respond to applications within 10 business days.
- 4.3 Vendor applications will be reviewed by the VSC to determine the quality of products in addition to ensuring diversity and compatibility of products weekly and throughout the market season. Only complete applications will be considered. The VSC has full discretion in approving applications.
- 4.4 The VSC has the right to refuse any vendor application or product.
- 4.5 Approved vendors will be issued a Vendor Agreement and agree to remit per season rate for a space measuring no greater than 10 (ten) feet wide. The fee must be submitted together with a signed copy of the Rules and Regulations preferably by May 31/20.
- Vendor Fees:
- Seasonal site fees = \$125.
 - 4 Week block (if available) = \$ 60.00 ** must be approved at least 1 week in advance
 - Per week (if available) = \$ 25.00 **must be approved at least 1 week in advance
- 4.6 Vendors must supply the VSC with a complete list of products to be sold and at what times of the season. This information must be completed in the application process. The VSC must be informed, in writing, of any seasonal additions or deletions to that list as the season progresses.
- 4.7 Vendors that sell products advertising or requiring specific certification (organic, prepared food, gluten-free) must submit a copy of their certification papers along with their application for filing and carry copies each week that the vendor participates.
- 4.8 To keep market patrons informed, growing methods must be clearly designated and advertised as:
- Certified Organic
 - Non- Certified Organic
 - Conventional
 - If other, vendor must specify in the application.
- 4.9 The Market reserves the right to consider one time exceptions to these rules on an ad hoc basis. Vendors who are concerned that they may be in breach of one or more of the rules are obligated to notify the Market Manager or the VSC. The decision of the VSC will be final.

4.10 Code of Conduct/Vendor Conflict Resolution Process: All vendors will be respectful to the Market Manager or Designate, all volunteer members including those of the official Steering Committee, fellow vendors and customers. All vendor issues, concerns or grievances will be directed to the MARKET MANAGER or Designate who will attempt to resolve the situation. If the situation cannot be resolved by the Market Manager or designate, the vendor will be requested to submit a detailed letter of complaint to the SC. The Steering Committee has the authority to make the final decision on the outcome of the grievance and the penalties for non-compliance. All vendors are required to review and sign this Vendor Code of Conduct and Vendor Resolution Process document for submission with their vendor application fees.

SIGNATURE of Applicant _____ Date _____

5.0 Products

- 5.1 The Market is open for the sale of approved locally grown, produced or processed products from approved growers, artisans, producers or processors whose name, address (farm registration number, if applicable) and signature appear on an approved Vendor application.
- 5.2 All food products must be grown or produced within a 100km “locally grown” area. The 100km locally grown radius is measured from the HBM Municipal office.
- 5.3 All Vendors are open to inspection by the Ontario Ministry of Agriculture, Food & Rural Affairs or the Peterborough Public Health at any point during the season. All produce must be labeled according to provincial and federal regulations.
- 5.4 Primary products must be identified on the vendor’s application and an adequate supply must be brought each week. The vendor must ensure their participation until the end of each market day they participate in.
- 5.5 Preferably 70% of produce presented for sale must come directly from the vendor’s farm, or land directly under their management. Additional (supplementary) produce/food products sold must be local, (determined by our 100km radius product origin) Non-Food Terminal, in season and included in the Vendor Application. It is understood the nature of the seasonality of produce but every effort will be made to supply customers of HFAAM with quality in season produce. All supplementary products must be clearly labeled with the name or company that they came from. All supplementary products are subject to the same rules and regulations as vendor products.
- 5.6 It is understood that not all ingredients in processed foods can be obtained from a known local source, but the main ingredients of processed goods should be grown or produced in Ontario, (i.e. strawberries in strawberry jam, blueberries in a blueberry pie, meat in a sausage).
- 5.7 No produce and/or prepared foods sold at the Market can originate from any Food Terminal or retail outlet.
- 5.8 Representatives from the Market have the right to visit any vendor’s place of business and/or farm, where all required documentation must be supplied and market protocol be met. Visitation will be mutually arranged between the acting Market Manager and the vendor.
- 5.9 No vendor shall bring to or offer or expose for sale in the Market any tainted or unwholesome products, or anything marketable or marketed weighing less, counting less or measuring less than what the vendor asserts the same to weight, count or measure.

PRODUCT CATEGORIES

- Agriculture
 - Baking/Processed
 - Arts and Crafts
 - Food Concession (FC)
1. **Agriculture/Producer. Products** include, but are not limited to, fruit and vegetables, plants, shrubs, trees, flowers, soap, honey, maple syrup, preserves, sauces, vinegar, meat, fish, poultry & eggs, dried soup and other mixes, soils (black muck), manure, firewood, fleece, wool, fence posts, animal feed, grains, etc. Agricultural vendors may sell pre-packaged, individual servings for take-home, and a reasonable charge may be applied for small samples. Vendors must ensure that all returned products from off-site processing are their own. The market will aim to have 60% of vendors from this category.
 2. **Baking/Processed. Products** include, but are not limited to, breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc. All baked goods must be packaged at point of baking or point of sale. It is understood that not all ingredients in processed food can be obtained from a known local source, but the main ingredients of processed goods should be grown or produced in Ontario.
 3. **Arts and Crafts.** Arts and crafts shall be hand-made by the vendor using as much local material as possible and his/her own skill, artistry and training to produce a new, unique and original product appropriate for the farmers' market. The following factors will be closely assessed:
 - Craftsmanship and quality.
 - Creativity and originality of concept.
 - Value added to original or natural materials, as local as possible, used in the finished product.
 4. **Food Concession.** The goal of the Market is for Food Concession (FC) vendors to provide food that is of high quality, prepared by the vendor either on site or at home; using local products that offer customers a varied and interesting selection.

6.0 Tenancy and Operations

- 6.1 It is the Vendor's responsibility to ensure all staff and/or help working the vendor's space; reads, understands and complies with the Rules & Regulations of the Market.
- 6.2 Punctuality. Late arrivals and early departures disrupt the market, annoy customers and can become a safety issue. Vendors who arrive late or leave early will first be warned in writing by the Market Manager on each occasion and, if they are late three times or depart early three times, will be required to explain to the SC why their Vendor Agreement and Membership should not be terminated.
 - a) **Late Arrivals.** Vendors will be considered late if they have not complied with all of the following by the designated opening time:
 - Arrived at market;
 - Completed setting up their booth; and
 - Move their vehicle out of the customer areas. If a vendor has not arrived at the Market at least 15 minutes before opening time, the Market Manager has the option to give the stall to another daily vendor for the day.

- b) **Early Departures.** Vendors must keep their booths/stalls open for the entire market day, and not begin to tear down before designated closing time. If the vendor must leave early because of exceptional circumstances, the Market Manager must be notified. All vendors must leave the market area no later than (30) minutes after the market closes.
- c) **Prepaid stall assignments.** See 4.1 above

6.3 Vendor spaces will be assigned by the SC. Spaces allocated on the first Market day will remain the same for the rest of the 2019 season. Any shifts or changes of vendor space location must be approved by the acting Market Manger or designate rep of the SC. (See reg 4.1)

6.4 Missed Days: The Market Manager must receive notification of cancellation at least (1) business day in advance of the proceeding Friday's Market. Refunds are not available for market days missed. Vendors who do not show up for the market, and were not pre-paid, will not have spaces held for them for future markets without pre-payment. Vendors will try and notify Market representatives if a known cancellation is imminent at least 1 business day in advance

If a vendor knows that they will not be able to attend market in a given week, they must notify one of the following by noon on the Thursday prior to the market day that they plan to miss

- The market email address - havelockmarket@gmail.com , or
- The Elmer Buchanan - (705) 778-3370
- 6.5 Space Size: All vendors must confine their presentation to within the contracted Vendor space. Additional space may be requested well in advance of the market and may be subject to additional fees. No vendor will knowingly encroach on another vendor's allotted booth space, either by signage, product/product storage, customer service or commerce.

6.6 Vendor spaces can be shifted at the discretion of the acting Market Manager.

6.7 Vendors are required to provide their own tables, shelters and any other equipment required for the operation of their space.

6.8 Vendors are required to have well-maintained, up-to-date signage clearly indicating their business name and products. Properly designed and manufactured signage is preferred and hand-written signage is discouraged. Suitability will be determined by the acting Market Manager.

6.9 It is the intention of the market to be open on all market days, however, if the threat of inclement weather is significant the following Market Manager has the authority to make any of the following adjustments:

- **In the case of a severe weather warning**, the manager has the authority to cancel the market. If this is to be done the decision will be made by 11 am on market day and communicated to all vendors by email and through our face book page. For vendors who do not have access to the internet, the Township Office will also be notified and vendors can check with the Township Office by telephone.
- In the instance of high winds, the market manager has the authority to allow vendors to forego the use of awnings and set up from their vehicles in their designated boot space. This decision will be made by the manager by noon on market day, and will be communicated to vendors upon arrival at the market.
- In the instance of deteriorating weather during a market day, the Market Manager has the authority to shorten the market day and will communicate this action to all vendors at the market.

- 6.10 Each vendor may be subject to inspection by the acting Market Manager at any time.
- 6.11 It is the vendor's responsibility for compliance with all applicable laws, by-laws, ordinances, regulations, requirements, codes and standards, including those with respect to fire, safety, health and environmental matters and shall ensure that all equipment, materials and goods used by the Vendor so comply.
- 6.12 It is the vendor's responsibility to comply with all applicable provincial and federal Sales Tax laws.
- 6.13 The vendor agrees to accept full responsibility for any loss, damage or accident occurring on the Market as the result of negligence or willful default on part of the vendor.
- 6.14 Insurance: The Market has limited liability insurance coverage. This does not cover incidence that are directly attributed to a vendor's product or actions. We suggest and encourage that all vendors carry their own insurance in addition to the coverage provided by the Market. Prepared Food Vendors must have liability insurance or sign a waiver not holding the market, acting Market Manager, elected or appointed director, member of the steering committee, or any other member of the Market responsible for any associated liability.
- 6.15 No vendor shall transfer or assign their permit or sublet or allow any other person(s) to occupy their space without the approval of the Market Manager. A \$50 administration charge will be withheld upon cancellation of vendor spaces. There will be no refunds after 50% of the market season is over. Vendors may be entitled to appeal this ruling to the SC, where extenuating circumstances may be considered in their final decision.
- 6.16 The Market Manager may require the closure and or vacation of the Market premises by any vendor or vendor staff member for any reason without notice at any time during market operation hours.
- 6.17 The Market may at any time, at its sole discretion and without notice, cancel any or all vendor agreements should the acting Market Manager consider it necessary to do so.
- 6.18 In the event of a dispute between vendors see Clause 4.9B; the same rules apply

7.0 Parking and Vehicles

- 7.1 The market site does not include space for parking Vendor vehicles. It is the vendor's responsibility to park in an adequate location off site and in a location that will not hinder visibility of traffic, pedestrians or of the Market. ** Vendor vehicles must be away from the market area by 1:45pm and may return 5min after closing
- 7.2 If a member of HFAAM, director, person given responsibility to oversee the market, or a fellow vendor provides help to vendors in carrying products between vehicles and the market site, they will not be held responsible for any damaged products or equipment that may result from a vendor accepting this support.
- 7.3 The Market will not be held responsible for parking tickets or any other parking or traffic related infractions incurred by the Vendor.

8.0 Cleaning and Sanitation Practices

- 8.1 Vendors must comply with all Public Health and safety regulations independently and provide the applicable certificates of inspection related to the type of products sold. Certificates can be included with application or presented upon request.
- 8.2 Waste - The market is striving to become zero-waste, and we greatly appreciate your support and contribution to these efforts. Vendors are encouraged to offer reusable, compostable or recyclable packaging that are within City of Peterborough and/or HBM waste guidelines.

- 8.3 The vendor will supply a suitable manufactured waste container, as is required in front of your booth if you are selling or giving out products that will result in immediate waste (i.e. sample cups, plates). Please take time to sort these items into the appropriate recycle waste bins.
- 8.4 Every vendor shall be responsible for the condition of the area around their space during operating hours and shall clean their space prior to vacating the premises each market day. No items or waste shall be left at the site at the end of each market day.
- 8.5 The Havelock Market is a Smoke Free Zone
- Signage will be posted that the market is a smoke free area.
- 8.6 The use of sound/audio amplification of any kind is prohibited, unless specifically permitted by the acting Market Manager or the SC.

I have read all of the HAVELOCK FARMER & ARTISAN MARKET 2019 VENDOR RULES AND REGULATIONS, and agree to govern myself and any helpers that may be assisting my business in the FARMER MARKET place of operation according to the Rules and Regulations as stated above.

I further realize that my application may be suspended, or revoked in the event that the RULES and REGULATIONS are circumvented. The decision of the official Steering Committee will be final and without recourse.

SIGNATURE of Applicant **DATE**

Application Approved

Application Denied

Signature of Market Manager or Designate _____

Date _____