

# **Port Perry Farmers' Market**

## **Vendors' Handbook**

**January, 2019**

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## **1. PURPOSE**

The purpose of this Vendors' Handbook is to outline the organization and operation of the Port Perry Farmers' Market Association (PPFMA) and the rules and regulations governing the Board of Directors and Market Vendors. Questions and matters not covered in this handbook are to be referred to the Market Manager for follow-up.

## **2. ORGANIZATION AND OPERATION**

The organization and operation of the PPFMA are detailed in its Constitution and By-laws. The PPFMA is governed by a Board of Directors elected from and by vendor members. A Market Manager, engaged by the Board of Directors, is responsible for the day to day management and operation of the Market. The PPFMA is a member of Farmers Markets Ontario.<sup>1</sup>

## **3. MISSION OF THE PORT PERRY FARMERS' MARKET ASSOCIATION**

To promote and encourage the development of local small scale agricultural and specialty products by providing a dynamic Marketplace to make available their products to the consumer.

## **4. MARKET LOCATION, DATES, HOURS OF OPERATION, AND SEASON**

The Market location, dates, hours of operation, and season are determined by the PPFMA Board of Directors.

The Market is located on the lakefront at the foot of Queen Street in Port Perry (121 Queen Street, Port Perry L9L 1B8).

The Market operates on Saturdays from 8:00 am to 2:00 pm starting the first Saturday in June to Thanksgiving.

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<sup>1</sup> [www.farmersmarketsontario.com](http://www.farmersmarketsontario.com)

## 5. **VENDOR FEES**

### **2019 Vendor Fees**

The standard sales area/stall measures 10' x 10'.

Full Season	Attendance at the Market for the full season:  \$299.00 for one stall (includes PPFMA membership) \$100.00 for each additional stall to a maximum of 3 stalls
Part Season	Attendance at the Market for 5 consecutive weeks in one season:  \$105.00 per stall
Daily	Attendance at the Market on a daily basis for one but no more than four days in one season:  \$25.00 per stall

## 6. **VENDOR APPLICATION AND SELECTION PROCESS**

### **Vendor Application**

Every vendor must complete and submit to the Market Manager a Vendor Application and Agreement form. This agreement is made annually between the PPFMA and the vendor, who agree to enter into a contract for their mutual benefit and to set out the terms and conditions of their agreement as detailed in the Constitution and By-laws of the PPFMA and this handbook. The purpose of this contract is to maintain a high quality, producer-based Market, to provide a variety and balance of products, to ensure fairness to all vendors, and to ensure that vendors abide by the rules of the Market and governing legislation. This contract also documents all of the products approved for sale at the Market.

## **Review**

Completed Vendor Application and Agreement forms will be reviewed by a Vendor Approval Committee comprised of three members of the PPFMA Board of Directors and the Market Manager. The following factors will be considered by the Vendor Approval Committee.

1. Are the items offered for sale produced by the applicant?
2. Are the items offered for sale produced within 100 km radius of Port Perry?
3. Are the items of high quality?
4. Are the items compatible with other products sold at the Market, that is, suitable for a farmers' Market?
5. Do the items upset the balance of similar products offered by other vendors?

For new and returning vendors with new products, samples, if requested, Must be presented to the Market Manager prior to Market day. No samples will be considered on a Market day.

For arts and crafts, the following factors, in addition to those listed above, will be assessed.

1. Craftsmanship and quality.
2. Creativity and originality of concept.
3. Value added to original or natural materials used in the finished product.

## **Approval**

The Product Approval Committee, comprised of the Chairperson of the Board of Directors and the Market Manager, decides acceptance or rejection of each product.

Decisions to reject a vendor or product will be communicated to the vendor in writing. Applicants may request in writing reconsideration by the Board of Directors decisions made by the Vendor Approval Committee and the Product Approval Committee. The request must state the decision being contested, the reason(s) for the contestation, and provide any supplementary or additional or new

information which the Applicant believes was overlooked or not considered at the time of the previous decision.

If, after approval of original product lists, vendors wish to sell items which represent a major departure from the product(s) originally approved, or are accessory items that have been purchased by the vendor to make the self-produced items more attractive, they must submit the item(s) to the Product Approval Committee for approval before they can be offered for sale.

The Market Manager will maintain a list of all products approved for sale at the Market.

## **7. VENDOR RESPONSIBILITIES**

### **1. Compliance**

Vendors must make themselves aware of and fully comply with the Port Perry Farmers' Market Association Constitution and By-laws, this Handbook, and governing Municipal, Provincial and Federal legislation. Failure to do so may be grounds for termination of the Vendor Agreement and membership. The Board of Directors reserves the right to appoint the Market Manager and/or members of the Board of Directors to visit a farm, home, or workshop to verify compliance.

### **2. Market Attendance and Set Up**

Vendors must inform the Market Manager if they will be missing a Market. Vendors must be set-up by 7:45 am on Market day.

### **3. Legislation**

It is the Vendor's sole responsibility to make themselves aware of, and comply with, all Municipal, Provincial and Federal Laws and Regulations governing the sales, packaging, labelling, measures, and health and safety of the products offered for sale at the Market. The PPFMA is not responsible for advising Vendors of these Laws and Regulations or for any dealings with government officials that visit the Market for the purpose of conducting inspections.

#### 4. **Payment of Fees**

Full season and short season fees are to be paid at the time the Vendor Application and Agreement is submitted for approval. Stall space will not be reserved until payment is received. Daily fees must be paid prior to set up.

#### 5. **Punctuality**

Late arrivals and early departures disrupt the Market, annoy customers and other vendors and can be 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 six times or depart early six times, will be required to explain to the Board of Directors why their Vendor agreement and membership should not be terminated.

##### **Late arrivals**

Vendors will be considered late if they have not complied with the following by the designated opening time:

1. arrived at the Market;
2. completed setting up their booth and moving their vehicle out of the customer area at least 15 minutes before Market opening.

If a full or part season vendor has not arrived at the Market at least 15 minutes before opening time the Market Manager has the option to rent the stall to a daily vendor for the day.

##### **Early Departures**

Vendors must keep their booths/stalls open for the entire Market hours of operation and not begin to tear down before the designated closing time. In no case will a vehicle be allowed to move within the customer areas until the Market closes. All vendors must leave the Market no later than one hour after the Market closes.

#### 6. **Product Quantities**

Vendors must bring enough products to last for the entire hours of operation of the Market. Exceptions may be made for reasons of product supply beyond the control of the Vendor – e.g. produce in season, weather.

#### 7. **Displays**

Vendors are responsible for providing, setting up, and taking down all of their own materials and equipment (displays, tables, chairs). The PPFMA is not able to provide any materials or equipment. Booths are to have an attractive

and professional appearance, enhanced by good presentation and cleanliness. Tents, canopies, awnings, and other portable shelters must be secured according to manufacturers specifications. All materials and equipment are to be removed from the Market area no later than one hour after the Market closes.

8. **Parking**

Vendors will park their vehicles and trailers behind the Canadian Imperial Bank of Commerce (CIBC) building. Parking spaces adjacent to the designated Market area must be kept clear for customer parking. Vendor vehicles must be removed from the customer parking spaces prior to the Market opening time.

9. **Conducting Business**

Vendors must remain in their own booths/stalls when selling. Sales must be conducted in a n orderly and business-like way. No shouting, calling out to passing customers or other objectionable means of soliciting trade are permitted.

10. **Pricing**

All items offered for sale must have prices prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Volume buying sales incentives such as “\$2 each – 3 for \$5)” are permitted but not incentives that present a flea market image; e.g. “Year-end Sale”, “Buy Two Get One Free” or “50% discount”.

11. **Personal Hygiene and Health**

Vendors and their staff must maintain a high standard of personal hygiene and cleanliness. Vendors must make every effort to prevent the transfer of bacterium, virus, or other microorganism that can cause disease.

12. **Refuse**

Booths and stalls must be kept free from refuse during the Market. At the end of the Market all refuse must be taken away by the Vendor. This is critical for produce and food vendors, because of the risk of vermin, and scraps of



any such material must be scrupulously cleaned up from the Market and surrounding area.

13. **In-booth Storage**

Storage containers and equipment shall be confined to Vendors' Market space and kept out of sight.

14. **Alcohol**

Alcoholic beverages shall not be consumed during the hours of operation of the Market. Exception: samples offered to members of the public by Vendors representing wineries and breweries.

15. **Smoking**

The smoking of tobacco or cannabis by Vendors and their staff is not permitted in or near the Market area or in any stall/booth.

16. **Currency**

The acceptance of currency other than Canadian is at the discretion of the Vendor.

17. **Insurance**

The PPFMA carries basic liability and property damage insurance. In addition, each Vendor must carry a minimum of \$1,000,000. liability insurance appropriate to its business. A certificate naming the PPFMA as co-insured on the Vendor's liability insurance, covering the duration of the Vendor's membership, must be forwarded to the Market Manager following approval of the Vendor by the Vendor Approval Committee.

The PPFMA bears no responsibility for any Vendor property at the Market.

18. **Permits**

A copy of local Health Department permits, if applicable, must accompany the Vendor Application Form.

8. **SPACE ALLOCATION**

1. **Basic Space/Stall Size**

The basic space/stall dimensions are 10' x 10'.

2. Multiple Spaces/Stalls Size

Vendors may apply for multiple spaces but allocation depends on available space. The maximum stall space that may be allocated to one Vendor is 30' (3 basic spaces).

3. Sub-letting

Vendors may not sell, sub-let, or rent booth space to other vendors.

4. Space Allocation and Location

Stall spaces are allocated in the following priority:

- 1<sup>st</sup> - returning full-season Vendors have the right of first refusal on their previous year's location, and first choice over other Vendors for a new stall if they wish to make a change;
- 2<sup>nd</sup> - new full season Vendors;
- 3<sup>rd</sup> - part season Vendors;
- 4<sup>th</sup> - daily Vendors on a first come first served basis on Market day.

5. Hydro

Hydro hook-ups are available. The Market Manager will co-ordinate access to the hook-ups.

6. Vendor Signs

All Vendors are required to display at the front of their booth a sign with the name of the farm/business.

9. **MARKET MANAGER RESPONSIBILITIES**

1. Day-to-Day Operation of the Market

The Market Manager supervises the day-to-day operation of the Market and ensures Vendor compliance with the Market's Vendor Handbook.

2. Vendor Compliance with Vendor Handbook

The Market Manager reports all violations of Vendor compliance with the Vendor Handbook to the Chairperson of the Board of Directors. The Market Manager will first discuss the violation with the Vendor. If the violation continues, the Market Manager will issue a written warning to the Vendor. If the violation continues following the issuance of a written warning, the

Chairperson of the Board of Directors may approve the suspension of the Vendor for one or more Market days and/or report the situation to the Board of Directors.

3. Collection of Fees

The Market Manager collects and deposits fees. Vendors may not set up at a Market until required fees are paid. A \$50. charge applies to NSF cheques.

4. Allocation of Space

The Market Manager assigns all booth/stall space.

The Market Manager assigns space taking into consideration:

- stall availability;
- priorities listed in section #8 above;
- Vendor attendance record, including late arrivals and early departures;
- product category and its compatibility with products of nearby Vendors;
- special requirements such as hydro and large vehicle parking.

The Market Manager may move a vendor for reasons of safety, health, product compatibility or other valid reason determined by the Market Manager.

5. Removal of Persons

The Market Manager has the authority, with cause, to request any Vendor or other person to leave the Market operating area and, if necessary, to call the police for assistance.

6. Community Table

A community table is available to charity and non-profit organizations and groups, at no cost, for fund-raising, promotional and educational purposes. The Market Manager approves requests for use of the community table. A representative of the organization or group will be named as responsible for leaving the space in the same condition as received. The PPFMA does not provide tables, chairs or any display materials.

7. Buskers

The Market Manager engages and supervises buskers.

8. Complaints

See #10 below.

10. **COMPLAINTS AND CONCERNS**

Vendors

Vendor complaints or concerns regarding the operation of the Market are to be directed to the Market Manager in a timely manner that is not disruptive to the Market. If the matter is not resolved by the Market Manager to the satisfaction of the Vendor, the Vendor can communicate their concern to the Chairperson of the Board of Directors using the Vendor Concern Form.

Customers and Others

Customer complaints or concerns are to be directed to the Market Manager in a timely manner that is not disruptive to the Market. If the matter is not resolved by the Market Manager to the satisfaction of the customer, the customer can communicate their concern to the Chairperson of the Board of Directors using the Complaint Form Appendix 3).

11. **CONTACT INFORMATION**

Market Manager

Elizabeth Warner

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[portperryfarmersmarket@gmail.com](mailto:portperryfarmersmarket@gmail.com)

Chairperson of the Board of Directors

Jessica Foote

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