

Port Perry Farmers' Market

Vendors' Handbook

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PURPOSE

1. **The purpose** of this Vendors' Handbook is to describe the organization and administration of the Port Perry Farmers' Market and to detail the rules and regulations to be followed by the Steering Committee and vendors of the Market. The Market Manager or Steering Committee shall deal with any issue not covered in this Handbook.

ORGANIZATION

2. **PORT PERRY FARMERS' MARKET.** The name of the organization is the Port Perry Farmers' Market (PPFM). The mission of the PPFM is to maintain a Farmers' Market for the purpose of marketing local farm, agriculture, processed food and craft products and to improve production of, stimulate public interest in and increase consumption of local products. All vendors must be members of the PPFM.

3. **Governance.** The PPFM is governed by a 5-member Steering Committee selected from the PPFM membership.

4. **Management.** The PORT PERRY FARMERS' MARKET is managed and operated by a Market Manager and Steering Committee.

MARKET LOCATION & SEASON

5. **Location.** The PORT PERRY FARMERS' MARKET is located in the Mary Street Parking Lot on Water Street in Port Perry.

6. **Dates & Hours.** First Saturday in June to Thanksgiving – 8:00 a.m. – 1:00 p.m.

ELIGIBILITY FOR MEMBERSHIP AND VENDOR STATUS

7. **Producer-based.** The PPFM was founded on the principal of being producer-based. This means that a minimum of 70% of products sold at the Market must be grown, raised, produced or manufactured by the approved Market Vendor as defined below and the remaining 30% grown in Ontario.

8. **Market Vendor.** The Market Vendor is the owner of the business (farm, home-based business, bakery, food concession, etc.) who is growing, raising, producing or manufacturing all of the items offered for sale at the Market. The Market Vendor must complete the PORT PERRY FARMERS' MARKET Vendor Application and Agreement and be approved by the PPFM Steering Committee.

9. **Residency.** Applicants must be residents of Ontario and grow or produce the items to be sold at market within a 100 km radius of Port Perry. Exceptions may be made at the discretion of the Board.

10. Vendor Categories.

- a. Daily Vendors attend the Market on a day-by-day basis (with 2 weeks prior notice).
- b. Full Season attend for the entire summer season May to October
- c. Pro-rata Season attends for at least 5 consecutive weeks through the season.

PRODUCT CATEGORIES

11. **Product Categories.** A minimum of 70% of the products must be grown, raised, produced or manufactured by the Market Vendor and the remainder from Ontario. Such activity on the part of the Market Vendor must be an essential and important component to the production of the product. The Steering Committee reserves the right to finally determine the acceptability of any product offered for sale and their determination shall be final (see article 17). Only the following product categories may be sold at the market.

a. Agriculture

1) **Produce.** Natural products including, but not limited to, fruits, vegetables, herbs, spices, dairy products, meat, fish, honey and maple syrup. Vendors may sell single servings of their products (excluding meals), subject to Steering Committee approval. An agricultural-produce vendor who is also a bona-fide farmer and registered with Agricorp (see <http://www.agricorp.com/en-ca/>), may sell additional products that incorporate products from

the farm but are further processed on or off the farm. These products are still subject to jurying to insure they meet the criteria stated above.

2) Prepared Foods. Foods that are prepared for cooking at home, and oven-baked items, including, but not limited to, baked goods, confections, preserves, jams, jellies, vinegars, sauces, dressings, sausages, meat and vegetable pies/loaves/rolls, soups, quiches, mixes, smoked and cured meats and fish, pasta dishes. All items must be pre-packaged at point of preparation, or contained in a display case to protect from airborne or human contamination.

b. Agriculture – non-food. Including, but not limited to, plants, flowers, shrubs, trees and compost.

c. Food Concession. Ready-to-eat hot and cold food and drink for consumption at the Market. Selling bottled water is acceptable, but other beverages will be either homemade or, in the case of coffee, fairly-traded. Vendors are encouraged also to buy their produce from market vendors and to work towards a goal of providing only biodegradable disposable wares to serve food on/in.

d. Arts and Crafts. Hand-made, high quality, high value-added items using vendors' skill, artistry and training to produce a new, unique and original product.

APPLICATION AND SELECTION PROCESS

12. **Vendor Agreement.** All applicants for membership must complete a Vendor Agreement form. This agreement is made annually between the PPFM and the producer-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 this Handbook. The purpose of the Vendor Agreement procedure 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. The agreement also lists all the products approved by the Board for sale at the Market.

13. **Review & Jurying.** The completed Vendor Agreement form is reviewed by the Steering Committee. All products to be offered for sale must be juried by the Committee to ensure they 1) are indeed produced by the applicant, 2) are produced within the 100 km radius, 3) are of high quality, 4) are compatible with the other products sold at the Market, i.e. are suitable for a Farmers' Market, and 5) do not upset the balance of similar products offered by other vendors. For new members, and returning members with new products, samples, if requested, must be presented well before Market day; no jurying will take place on a Market day. In the case of arts and crafts, the following factors, in addition to those above, will be closely assessed:

a. Craftsmanship and quality.

b. Creativity and originality of concept.

c. Value added to original or natural materials used in the finished product.

14. **Approval.** The Steering Committee decides acceptance or rejection of each Vendor Agreement, and of each product to be offered for sale, but reserves the right to refuse membership to any applicant, whether a returning vendor or a new applicant, or refuse any product. The Steering Committee maintains a Master Product List of all approved products. Any decision by the Committee to reject a vendor or product will be communicated to the vendor in writing. Applicants may ask the Committee to reconsider decisions made on their admission or products. Applicants may request that any decision of the Steering Committee be reviewed one time only by submitting said request in writing to the Steering Committee for reconsideration. Such request must be in writing and made at least three weeks prior to a Committee Meeting, delivered to the Chairperson of the Steering Committee. The request must precisely state the decision being contested, the reasons 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.

15. **New Products.** If, after approval of original product lists, vendors wish to sell items which represent a major departure from the product(s) originally juried, or are accessory items that have been purchased by the vendor to make the self-produced items more attractive, they must complete an Application for New Products and have these items

juried and approved before they can be offered for sale. The Master Products List will be amended as required.

BOOTH / STALL ALLOCATION

16. **Space Limitations.** Vendors may apply for multiple spaces, but allocation depends on the space available at the time, and may be withdrawn at any time if the space is required for new vendors. Stall space maximum is 30ft.

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

18. **Space Allocations and Location.** Stall spaces are allocated in the following priority:

1st Returning full-season vendors have the right of first refusal on their previous year's location, and first choice over other vendors below for a new booth if they wish to make a change;

2nd New full-season vendors;

3rd Pro rata-season vendors; and

4th Daily vendors on a first-come first-served basis on Market day.

FEES

19. **Membership Fee.** The annual non-refundable membership fee is \$15.00.

20. **Stall Fees.** Fees are based on vendor category and the size and location of the booth/stall.

a. Daily. Fees are payable each Saturday on arrival.

b. Season

1) Full season. Payable in advance or in two installments by post-dated cheques dated May 1 & June 1

2) Pro Rata season. 5 consecutive weeks. Any daily fees already paid may not be rolled into the pro rated fee. First-time vendors who wish to apply for the daily vendor category must apply for a special one-time-only "5-week package". We believe that a new vendor needs five weeks to determine if the Market is suitable for his or her product and circumstances, and to be noticed by the regular customers of the Market. This package offers five consecutive Market days for the price of four. The total fee must be paid in advance, is not refundable

21. **Hydro Usage.** There is no fee for hydro.

22. **Vendor Signs.** All vendors are required to display a vendor sign, with their farm/business name, at the front of their booth.

23. **Refund Policy.** Market fees may be refundable, for valid reasons, on approval by the Steering Committee. Season fee refunds will be pro rated according to Market days remaining.

VENDOR RESPONSIBILITIES

24. **Compliance.** Vendors must make themselves aware of and fully comply with the PPFM Constitution and Bylaws and this Handbook. Failure to do so may be grounds for termination of the Vendor Agreement and membership. The Board reserves the right to appoint the Market Manager and/or members to visit a farm or workshop etc, to verify compliance. Vendors must inform the market manager if they are planning to miss a market. Vendors must be set-up by 7:45am on market day.

25. **Government Regulations.** It is solely the vendors' responsibility to make themselves aware of and comply with Municipal, Provincial and Federal Regulations regarding labeling, measures, health and safety, etc., for all products offered for sale at the Market. The PPFM will neither be responsible for advising vendors of these regulations nor for any dealings with government officials that may visit market for the purpose of conducting inspections.

26. **Payment of Fees.** Payment of fees must be received with the Vendor Agreement or the stall space will not be reserved. Daily fees must be paid prior to setup.

27. **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 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.

a. **Late Arrivals.** Vendors will be considered late if they have not complied with all of the following by the designated opening time: 1) arrived at market; 2) completed setting up their booth; and 3) moved their vehicle out of the customer areas 15 minutes prior to market opening. If a season vendor has not arrived at market at least 15 minutes before opening time the Market Manager has the option to rent the booth/stall to a 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. 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.

28. **Product Quantities.** Vendors must bring enough products to last for the entire hours of the market . Exceptions may be made for reasons of product supply beyond the control of the vendor; e.g. produce in season. weather

29. **Displays.** Vendors are responsible for providing all display materials (displays, tables, chairs etc), and setting up and tearing down any displays. The Market is not able to provide any materials. Booths should have an attractive and professional appearance, enhanced by good presentation and cleanliness. All materials must be removed by the end of the market day.

30. **Parking.** Vendors may park vehicles and trailers within their allocated stall space, where this is possible. Prime parking areas must be kept clear for customer parking. All vehicles must be removed from the customer areas before opening time.

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

32. **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".

33. **Farm Products Grades and Sales Act.** Produce should be sold by units or legal containers, such as bushel, 4-liter basket, quart, etc. If your product is sold by weight, the scale has to be government inspected, with a valid sticker displayed. All produce should be correctly labeled and priced.

34. **Food Safety.** Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. In fact, all vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and therefore to foods. .

35. **Refuse.** Booth/stalls must be kept free from refuse during the Market day, and at the end of the day all refuse for removal must be taken home. This is especially critical for any produce and food vendors, because of the risk of vermin, and scraps of any such material must be scrupulously cleaned up from the parking lot or surrounding area.

36. **In-booth Storage.** Storage containers and equipment shall be confined to one's Market space and kept out of sight.

37. **Alcohol.** No alcoholic beverages consumed during the opening hours of the market.

38. **Smoking.** No smoking is permitted in or near the market area, or in any stall.

39. **American Currency.** Up to the discretion of the vendor.

40. **Insurance.** While the PPFM does carry basic Public Liability and Property Damage Insurance, additional insurance coverage is the responsibility of the individual vendor. It is the responsibility of each vendor to ensure adequate liability insurance coverage for their participation in the Farmers' Market for the duration of their membership and to provide proof of their own liability insurance with their application form. A copy of local Health Department permits, if applicable, must also accompany the application form. PPFM bears no responsibility for any vendor property at the Market.

MARKET MANAGER RESPONSIBILITIES

41. **Rules and Regulations.** The Market Manager supervises the day-to-day operation of the Market, and will apply the rules of the Market as detailed in the vendors' Handbook, and report violations to the Steering Committee as necessary. The Market Manager will issue written warnings to vendors on every occasion for violations of the rules. The Manager may ask the Steering committee to suspend a vendor for one or more days for a serious violation of the rules.

42. **Collection of Fees.** The Market Manager shall collect all fees when they are due, and promptly deposit monies. Vendors may not set up until appropriate fees are paid. A \$50 charge will be levied for NSF cheques.

43. **Space Allocation.** The Market Manager shall assign all booth/stall space, taking into consideration all of the following:

- Booth/stall availability.
- Priorities established in article 18 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, outsize vehicle parking.

The Market manager may move a vendor for reasons of safety, health, product compatibility or other valid reason.

44. **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.

45. **Community Table.** A community table is available to charity and non-profit organizations, at no cost, for fund-raising, promotional and educational purposes by applying to the Steering Committee. The person applying will be held responsible for leaving the booth in the same condition as received. The Market does not provide tables, chairs or any display materials.

46. **Buskers.** Buskers are allowed at the Market at the discretion of the Market Manager.

47. **Problem Resolution.** Vendors are encouraged to approach the Market Manager or one of the Steering Committee Members if they encounter a problem. Any issue that requires further attention can be brought to a Committee meeting. Any discussion of the problems of the Market in front of customers is strongly discouraged. The agenda of every meeting includes an item headed "Members Forum", specifically for members to air their problems, suggestions, complaints etc. If Committee decisions are required, the discussion will take place in private and not with the vendor present.

APPENDIX A: FOOD SAFETY GUIDELINES

1. All foods offered for sale must be protected from airborne and human contamination, and kept covered at all times unless being prepared or served.
2. For transport and storage, keep food tightly covered in clean food containers or single-use food bags, wraps or foil.
3. Keep cold foods cold! If you are transporting cold food or cooling food from one location to another, put the covered food in a cooler with ice or frozen gel packs. Include a thermometer to check that the food stays at 4° C or colder. Meat, poultry and fish must be packaged and frozen at origin, and kept in a refrigerator or cooler. Frozen food must be kept at -18° C or colder.
4. Baking and processed foods must be pre-packaged at point of production, or contained in a display case to protect from airborne and human contamination. Items containing hazardous ingredients such as meat, cheese, dairy or eggs must be kept in a refrigerator or cooler.
5. All persons handling food must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair and skin.
6. Sampling
 - a. do not allow customers to get hands anywhere near samples to be eaten by other customers
 - b. prepare individual samples that cannot be handled by more than one person
 - c. provides toothpicks or small paper containers, or pass out each sample.
 - d. watch children very closely

N.B. Sampling is considered food preparation and therefore vendors are required to have a simple hand-washing station in their booths (i.e. large insulated container with spigot filled with hot water, soap, single use towels, bucket to catch dirty water)

7. Condiments
 - a. provide tongs, forks or spoons for each type of condiment being offered; no customer hands in the bowls.
 - b. clean up the serving area often, being especially careful to pick up food scraps that fall to the ground or floor.
 - c. watch children very closely.
8. Wash your hands often and do it well! Wash before preparing, handling, serving or eating food. Wash hands after:
 - a. Using the washroom, smoking or cleaning
 - b. Sneezing, coughing or blowing your nose
 - c. Touching your face, mouth or hair, or an animal
 - d. Handling raw meat or other uncooked foods or the surfaces they have been on
 - e. Handling dirty utensils or dishes, money, or garbage

N.B. Hand-washing stations are provided for vendors in the Latcham Centre.

9. Containers and wrappings must be single-use only.
10. Do not allow any unauthorized persons access to where food is being prepared.
11. Racks, shelves or tables must be provided for food displays, and all food must be at least 15cm (6in) off the floor/ground.
12. All canned products must be packaged in new jars and sealed with new vacuum lids.
13. Personal effects should not be stored anywhere near food products.
14. Eggs, maple syrup and honey must be graded and packed in new and sterilized containers. Eggs must be kept in a refrigerator or cooler, with only an empty carton on display.