

Appendix C

METCALFE FARMERS' MARKET 2021 RULES AND REGULATIONS

It is the responsibility of each vendor to familiarize themselves with the rules and regulations of the Metcalfe Farmers' Market (hereafter called the Market) and agree to comply with them fully.

Vendors are expected to be present each Market day to sell their own products. If you are an indoor Full/Half season vendor who knows beforehand that you cannot attend a Market day, please inform the Market Manager of your absence 24hrs in advance & then you must do one of the following:

- 1) Find/ hire a replacement sales person.
 - 2) Have a neighbouring vendor remove the slip covers off your product and have them run your booth for the day.
 - 3) Move all your product to the back of your booth and place slip covers on top of your product making the front of the booth available for a daily vendor.
- In all cases, provide adequate signage saying when you will return.

1. VENDOR COVENANTS:

- A)** The vendor agrees to abide by all rules and regulations adopted by the Market Board that are in the best interest of the Market and agree that the Market Board shall have the final decision in adopting any rule or regulation deemed necessary prior to, during and after the closing of the Market at the end of the season
- B)** The vendor agrees to observe all the rules and regulations concerning the facilities and buildings that are used in the operation of the Market, and observe all laws, bylaws, ordinances or regulations of any government or regulatory body.
- C)** The Vendor agrees to obtain at his or her own expense, any license or permits which may be required from government bodies for the operation of his or her trade or business during the season and to pay all taxes that may be levied against his or her trade or business as a result of the operation of the trade or business in the space allocated.
- D)** The vendor agrees not to conduct or be associated with a promotional contest other than the daily draws held by the market unless sanctioned by the Market Board.
- E)** The vendor agrees to obey any non-smoking regulation in effect at the facility and agrees to ensure that any officers, agents, employees and those for whom in law they are responsible for, obey any such regulations. It would be appreciated if outside vendors did not smoke in their booth while selling your product.
- F)** Vendors will be charged \$50 for NSF cheques.
- G)** Daily Vendors may be listed on the Metcalfe Farmers' Market website.
- H)** For easy identification of Vendors to customers a name tag must also be worn.
- I)** Vendors must maintain your stall and be present until the 1:00pm closing.
- J)** Vendor Conduct
In the spirit of friendship and co-operation all Vendors are to conduct themselves in a polite and professional manner, at all times, with other Vendors and Customers. Any problems arising must be brought to the Market Manager and or Board.

2. DISPLAY:

- A)** The vendor agrees to occupy the contracted exhibit space during their agreed to term-full season, half season or daily. The vendor will exhibit only those products described under the exhibitors, name which appears on the contract.
- B)** The market executive reserves the right, in its sole and unfettered discretion, to:
 - i) determine the eligibility of vendors and exhibits of the Market.
 - ii) reject or prohibit exhibits or exhibitors which the Board consider objectionable

iii) relocate exhibitors and exhibits when, in the Board's opinion, such moves are necessary to maintain the character and/or good order of the Market.

C) The booth rental includes only the space. The vendor agrees to be responsible for making arrangements at his or her expense for exhibit materials and supplies including exhibit back/side walls, lighting, floor coverings, etc. Vendors occupying the centre block may not impair vision by using tall back walls in their booth with the direction of the Market Manager.

3. ASSIGNMENT AND SUBLETTING:

A) The vendor shall not assign any rights under this agreement or sublet the space without prior written permission of the Executive, which may be arbitrarily withheld.

B) If a vendor violates section 3a), the vendor who is subletting will be required to leave the premises and will not be reimbursed for any or all expenses incurred. The vendor who violated the section may have their vendor privileges revoked. The matter is to be recorded by the secretary of the executive and the action or sanction will be made by the Board at a meeting to be called not more than seven days after the incident, where a vote will be held to determine action to be taken against the violator.

4. INSURANCE:

The Metcalfe Farmer's Market strongly recommends that every vendor carry their own liability insurance during their market season. The Market has its own comprehensive general liability policy to protect the market and its directors. Vendors are also responsible for all applicable vendor permits required by municipal, provincial and federal regulations. Food Vendors must adhere to the guidelines set by the regional health unit.

5. INDEMNITY:

A) The vendor accepts all risks associated with the use of the exhibit space or environment. The vendor shall not make any claim or demand or take any legal action whatsoever against the Market, the proprietor of the building in which the Market is held, or the Board, for any loss, damage or injury howsoever caused, to the vendor, officers, student volunteers employees, agents or property.

B) The vendor agrees to indemnify and hold harmless the Market, the Market Farmers' Market Board, the proprietors of the building and all officers, agents and employees, student volunteers, against any and all claims, losses, suits, damages, judgements, expense costs and charges for every kind resulting from occupancy of the exhibit space or its environs for any reason or personal injuries, deaths, property damages or any damage sustained by the vendor, officers, agents, employees, student volunteers, and any other vendor, the Market Board or a visitor to the Market.

6. VENDORS' PROPERTY:

All vendors' property at the Market shall be the sole risk of the vendor and the Market and the Board assume no responsibility for loss or damage to his or her property however caused thereto. Any electrical plugs must be unplugged after the Market ends and left unplugged during the week.

7. BUILDING:

The vendor is liable for any damages caused to the building or to any property of the Market or any other vendor resulting from products or displays. The vendor may not apply paint, lacquer, adhesive or any other coating to the building or surrounding property. Fasteners must be removable and be removed from the building upon vacating the premises.

8. CANCELLATION AND TERMINATION:

This contract may only be cancelled or forfeited if notice, in writing, is received by the Market Board 30 days prior to the market season start date.

A) All monies received up to the date of notice of cancellation are non-refundable. If notice of cancellation is submitted within 30 days or less prior to the first day of the Market, the vendor is liable for full payment of his or her booth rental under this contract.

B) In the event the vendor fails to make payment as aforesaid or fails to comply in any way with the terms of this contract, the Market reserves the right to cancel this contract without notice, and all rights of the vendor hereunder shall cease and terminate. Any payment made by the vendor on account hereof will be retained by the Market as liquidated damages for breach of his or her contract and the Market may thereupon rent said space. Failure to appear at the Market does not release the vendor from responsibility for payment of the full cost of the rented space.

9) REMOVAL OF EXHIBITS:

The vendor agrees that no display will be dismantled or goods removed until the market has closed for the day, but will remain intact until the end of the final closing hour of the Market day. The vendor also agrees to remove his or her display, stock and equipment by the final move out period prior to the closing for the fair and at the last Market day of the season including all Christmas shows. In the event of failure to do so, the vendor agrees to pay for such costs as they may be incurred.

10) CANCELLATION OR CURTAILMENT OF SHOW:

In the event the building in which the Market is to be held is destroyed or if, for any reason, the Market is unable to permit the vendor to occupy the space, or if the Market is cancelled or curtailed, the Market Executive will not have any liability to the vendor for any loss of business, damage or expense of whatsoever nature or kind that the vendor may suffer.

11) HOURS OF OPERATION AND LOCATION:

Every Saturday morning from 9:00A.M. to 1:00. from May 8th to October 16th, 2021 (excluding the weekend of the Metcalfe Fair, Oct 2, 2021). The Metcalfe Farmers' Market is held at the Metcalfe Agricultural Society Fair grounds, Albert Street, Metcalfe.

12) INFORMATION:

Photocopies of the Board Meetings minutes and insurance policy may be requested for \$0.50 per copy. The Secretary will make a copy of the Board Meeting minutes available to vendors in a binder at the Metcalfe Farmers' Market, information booth. Any complaints must be submitted in written form, dated and signed by vendor and given to the President.

13) EXAMPLES OF POSSIBLE ITEMS WHICH MAY BE OFFERED FOR SALE:

All products, goods, etc. sold at the Market shall be produced, grown, cooked, baked, preserved, made or raised by the vendor. Exceptions to this rule must be approved in writing by the Executive.

GROWN: garden produce, fruits and vegetables, berries, garlic, herbs, shrubs, trees, plants, flowers, etc.

PRODUCED: cheese, eggs, honey, maple syrup, compost, and manure, meat, wool, firewood, baking, preserves, confection, juices, etc.

CREATED: sewing, crafts, woodworking, wood carving, pottery, stained glass, soaps, greeting cards, weaving, tole painting, photography, furniture, metal work, jewelry, leatherwork, crochet, and knitting, etc.

The Metcalfe Farmers' market does not allow the sale of live animals. The Market may not be used as an outlet for such items as resold manufactured goods. Vendors may only offer to sell what is grown, made or created by the vendor. All Vendors are subject to a random inspection.

JURYING ITEMS

All new Vendors or returning Vendors wishing to introduce new or different products from the previous year must have them juried. New craft vendors are asked to submit a sample of their craft to the Jury Committee for the Committee's approval. The Jury Committee is independent of the Board and consists of six or more vendors who market a variety of products. Jurors will judge the prospective vendor's product by established criteria. This approval must be gained before the applicant can sell at the Market. The Jury Committee may judge the applicant's product as acceptable but place the applicant on the waiting list until such time as they feel the Market can benefit from the product. This may be necessary in order to maintain the ratio of producer/ craft vendors as set out in the charter to maintain a balance in the variety of crafts. The Market Executive reserves the right to determine the eligibility of vendor exhibits; reject or prohibit exhibit or exhibitors which the Board considers objectionable.

14) FOOD VENDORS:

Vendors may sell prepared food /ready to eat items only with prior approval of the Metcalfe Farmers' Market Board. Examples could include sausage on a bun, perogies, shish kebabs, soup, breakfast foods, etc. All vendors selling food/baked products will be inspected by the Market Manager and the City of Ottawa Health Inspector to ensure they adhere to all rules & regulation from the City of Ottawa Public Health for Farmers' Markets-for the safe vending of food.

15) STALL SPACES & CANOPIES

A single stall is 10' X 10'. A half stall is 10' X 5'. Full season vendors will select their stall first. Stalls will be allocated with the right of first refusal to a previous seasonal holder. Concession spots can only be confirmed upon payment of the stall fee. Half season vendors will have the second selection of stalls after all full season stalls have been allocated. The Board reserves the right to move any vendor's booth at any time to better serve the needs of the Market. A Daily vendor cannot expect to be in the same location each week. All Daily vendors will receive stall spaces on a first come first

serve basis as they arrive and as directed by the Market Manager. Market Manager must be advised by the vendor if they will be absent from the market. In the event that there is a lack of vendors, Vendors may spread out and share unused space only for that morning, under the Market Managers approval. Outdoor vendors are expected to observe the boundaries of their allotted stall spaces. If additional space is required, consult the Market Manager who will apply appropriate fees. Outdoor Vendors are to provide their own canopies. Canopy tie downs are mandatory for safety. (Please note the wind can be strong so we suggest adding weights to your tie down.

All Outdoor Vendors are responsible to assist in set-up and removal of tables from inside to outside and then return into building at the end of each market Saturday.

16) MULTIPLE ITEMS:

Multiple items made or produced by the same person with a business name will pay one (1) booth fee and one (1) membership fee.

17) PRICING:

A VENDOR MUST NOT PRACTICE DISTRESS PRICING.

All prices must be clearly posted as well as ingredients of food items. If not posting on actual product the list of ingredients must be readily available for customers. No 'sale' signs with decreased pricing are permitted.

18) SALES TOTALS:

Vendors are asked to submit weekly sales totals on paper provided by the Market Manager. It is completely anonymous and these totals provide information on Market growth and statistical information to be used in the application for grants from Farmers' Market Ontario. Grant money is based on Market gross sales.

19) BOOTH MAINTENANCE:

Vendors are to ensure booths are clean, tidy and safe. All garbage is to be removed and floor swept at the end of the market day. Vendors must maintain the stall and be present until Market closing at 1pm.

All vendors shall post their farm or business name and address in a prominent spot, preferably on a professional looking sign. Signage shall not interfere with neighbouring vendors. All licenses and permits will be visible to the public. Name tags will be worn by all vendors.

No alcoholic beverages are permitted on the fairgrounds or market buildings. No smoking is allowed in the Market building and outdoor vendor areas.

20) MARKET GIFT CERTIFICATES:

They will be used as a thank you to guests and entertainers at the Market. Customers cannot exchange Market Certificates for cash. Vendors can return Market Certificates to the Market Manager for a cash refund.

21) WEEKLY DRAWS. - "VENDOR OF THE WEEK":

To promote our Vendors and to thank our customers for their patronage, Vendors will be asked to contribute your product on their chosen "Vendor of the Week" time slot for our weekly Market Basket draws. There will be two Vendors participating as "Vendor of the Week" each week and each will be responsible for one draw prize. Slot dates will be chosen or suggested to you by the Manager. The Saturday Draws will be announced at noon. The customer is responsible for placing the ballot in the draw box.

Vendors and their employees are not eligible to participate in the draw. Vendors are encouraged to label their donation.

If a Vendor does not take part as a vendor of the week, we will ask for a monetary donation to a charity event. KIDS DRAW, we have a kids draw for kids 16 or under for a pizza cookie. Draw time is 12 noon.

22) ANIMALS:

Live animals must be confined and kept separate from all foods, and their wastes must be regularly and properly disposed of. They are to be kept outside the buildings in a designated area. All animals will be kept in humane conditions. Friendly pets are welcome inside the building, and only if kept under control and on a short leash at all times. The Manager has the discretion to remove any pet that is disturbing customers and vendors and/or could be a threat to safety.

23) AMERICAN CURRENCY:

We recommend that the exchange rate be consistent with local bank rates.

24) COMMUNITY TABLE:

One stall each week will be provided during the Market season to community charities and non-profit organizations, at no cost, for promotional and educational purposes. Applications for this privilege will be made and confirmed through the Market Manager. Guidelines will be provided by the Market Manager. No products are to be sold in direct competition with current Vendors.

25) BUSKERS:

Buskers are permitted and encouraged to take part in our Market. The Market Manager will be made aware of the buskers' intentions to perform prior to 7:00 am. on the Market Day. The busker will follow the directions of the Market Manager. If there is any violation, the busker will be asked to leave.

26) MARKET MANAGER:

The Market Manager will apply the Rules and Regulations of the Market as decided by the Market Executive. The Market Manager will collect daily fees and Vendor sales reports, assign market stalls, and in general, supervise the Market and shall report any violations of the rules to the Board. ***The admissibility of an item is decided by the Board, with the support of the jury.*** The Market Manager has the authority to request the police or first responders (paramedics/firefighters) at any time she feels it is necessary. Any incident reports are to be completed by the Market Manager and filed with the secretary.

The Market Manger, on direction from the Board, can do a farm/location visit. This would be done to ensure that food preparation environment respecting all health/food preparation rules & regulations; and, vendors products are being produce (made or grown) by the vendor.

27) EXPULSION:

Members who consistently ignore the Rules and Regulations may have their vending privileges revoked or suspended at the discretion of the Board. The decision is subject to an appeal at the General Meeting within a year of the suspension. Under the Market Charter, the Board will deal with any items of business not specified by these rules.

28) PARKING:

To enhance customer accessibility at the market, all indoor Vendors on the North side of the building must move their vehicle to the east or south side of the building after unloading.

29) Attendance:

Full/Half Season Vendors must be present to sell their product a minimum of 75% of the time during the season.

March 2021