

KEMPTVILLE FARMERS' MARKET RULES AND REGULATIONS 2019

1. Location

The Kemptville Farmers' Market (Market) will be located in Old Town Kemptville, Kemptville ON.

2. Hours of Operation

The Market will operate from noon to 4:00 pm every Sunday, rain or shine, from May 19 to October 27, 2019. During special events the Market hours may be altered.

3. Local Producers' Market

We are a producers' market: goods for sale must be locally grown or produced by the Vendor(s) unless otherwise approved by the Market Manager. Priority will be given to Vendors within a 50 km radius of Old Town Kemptville. In the case of food products (e.g. bread, crepes, etc), the Vendor(s) must make the product, but does not have to grow the ingredients themselves. All arts and crafts must be hand-made. The use of local ingredients/materials, where practical, is strongly encouraged.

4. Full-season & Weekly Vendors

All Vendors must apply to the Market Manager for approval to participate in the Market. Priority will be given to Vendors committed to the full season. The Market, however, welcomes and encourages Weekly Vendors as space permits.

5. Community Groups and Musicians

The Market will offer one stall per week for the use of community groups. These groups may provide information on their organizations or raise funds but are not permitted to sell food or other items that are normally available at the Market unless otherwise approved by the Market Manager. Musicians will also be encouraged to attend the Market. Arrangements for these groups will be made through the Market Community Liaison.

6. Vendor Fees for 2019

Returning Full-season Vendor	\$225	New Full-season Vendor	\$250	Half-season Vendor	\$180
Weekly Vendor	\$35 weekly	Community Groups / Musicians	No charge		

Full-season Vendor fees are due prior to May 19, 2019 and are non-refundable. Weekly Vendors fees are to be paid to the Treasurer or their designate prior to set-up at the beginning of each Market.

If the full amount is not paid by May 4, 2019, a payment plan may be possible if requested in writing and with the approval of the Board of Directors.

7. Multiple Vendors

There may be more than one Vendor per market stall provided that each Vendor is involved in production of the items for sale. Each Vendor must complete the Vendor Application Form agreeing to abide by the rules of the market and attesting that they are involved in production. At least one of these Vendors must be present at all times during the market.

8. Vendor Responsibilities

Each Vendor is responsible for supplying his/her own equipment: table, chair, awning, etc. Awnings, if used, must be sufficiently and safely anchored to the ground.

Each Vendor is responsible for helping out at the market by either assisting in set-up of the market or take down of the market. Specific tasks will be assigned on a needs basis.

Vendors may request a location with electricity access. These locations and the amount of power are limited and may only be granted by the Market Manager in situations where a genuine need exists. Vendors who are granted access to electricity are responsible for supplying their own extension cords. Extension cords must be in compliance with outdoor use and a 12 gauge minimum.

Full-season Vendors are strongly encouraged to attend every Sunday in order to maintain a cohesive Market. Vendors must advise the Market Manager **by 9 pm the Friday before** the Market if they know they will be unable to attend. If a vendor fails to provide this notification, the Market Manager reserves the right to charge the vendor a \$35 no show fee. The fee is to ensure the Market footprint is as full as possible and that weekly vendors are able to have a chance to vend in unused spaces. A Vendor who neglects to notify the Market Manager of their absence on two separate occasions will forfeit their designated spot in the Market and may be reassigned to a different location on a weekly basis.

Vendors may request a perimeter location with vehicle access. These locations are limited and may only be granted by the Market Manager in situations where a genuine need exists. Vendors who have not been given specific permission to park their vehicle beside their stall are required to park away from the Market. Vendors are required to display the pricing of all products for sale.

9. Proper Food Packaging, Handling and Labelling

Vendors are responsible for ensuring product transport, storage, packaging, labelling and handling meet all applicable

federal, provincial and municipal Health Unit requirements. Vendors may be able to show proof (i.e.: stamp and receipt from an inspected meat facility), if applicable.

10. Licensing and Taxation

Vendors are responsible for obtaining all relevant licenses, permits, inspections and certificates for the sale of their products. Compliance with both Provincial and Federal Sales Tax Regulations is also the responsibility of the individual Vendor.

11. Organic Products

The sale of organic produce and products is encouraged at the Market. Vendors claiming to be “certified organic” producers must provide a copy of their current organic certification to the Market Manager and should have a copy of their certificate with them at the Market.

12. Space allocation

Outdoor Vendors will be allocated a uniform stall space of 12’ X 12’. Vendors may only occupy a single stall. Full-season Vendors will be assigned a general location in the Market footprint, subject to the provision in Rule 8, paragraph 4; Weekly Vendors will be fit in where there is space available. The Market Manager may move a Vendor for reasons of safety, health, product compatibility or other valid reasons.

Full time vendors are not guaranteed the same spot from year to year, but attempts will be made to accommodate where possible.

Vendors may not place anything, including signs, outside of their designated areas. Vendors are also not permitted to place market-related signage on public property within the town of Kemptville.

13. Smoking

Smoking or vaping is not permitted on the Market site.

14. Animals

With the exception of service animals, Vendors are not permitted to have live animals at their stall.

15. Insurance

All Vendors are responsible for their own liability coverage, where appropriate. The Market will not be held responsible for losses, theft or accident or for the products or conduct of Vendors.

16. Complaints & Quality Issues

Vendors are expected to adhere to the highest standards of quality, service and business. The Market Manager will have final say regarding standards. Inappropriate or poor quality items may be requested to be withdrawn from sale and/or displays cleaned up.

Vendors who fail to abide by the Market Rules and Regulations, cause disturbance, make false declarations about their goods, fail to meet Health Department standards or fail to deal with customer complaints will receive a verbal warning, either in person or by telephone. Continued lack of adherence will result in the issuance of up to two written warnings at which time the Vendor will be disqualified from the Market.

Vendors are encouraged to approach the Market Manager if they encounter a problem. Complaints from Vendors must be submitted in writing to the Market Manager. If the complaint is still not resolved it must be submitted in writing to the Board of Directors.

17. Vendor Conduct

Vendors are expected to adhere to the highest standards of personal conduct, demonstrating behaviour that is respectful of customers as well as to other Vendors. Vendors who fail to conduct themselves in accordance with the Market Rules and Regulations may be disqualified from the Market as described under 16. *Complaints & Quality Issues*, above. Serious acts of misconduct, such as theft or physical violence, are cause for immediate disqualification from the Market. Please note that fees are non-refundable.

18. Market Agreement

All Vendors must complete and sign a Market Application Form stating that they have read, understood and agree to abide by the Market Rules and Regulations with no exceptions. Unsigned applications will be rejected.

These are the Rules and Regulations of the Kemptville Farmers’ Market. Changes and additions may be made at any time at the discretion of the Board of Directors.

Further details on governance are captured in a separate Constitution available to all Vendors.

Date _____ Signature _____