

Picton Town Hall Farmers' Market

Vendors' Handbook

2021 Market Season



Draft April 14 2021

Contact: farmersmarket@picrontownhall.ca

TABLE OF CONTENTS

PURPOSE

1. Purpose of the Handbook

ORGANIZATION

2. **MARKET** Association
3. Governance
4. Management
5. Market Branding

MARKET LOCATION, SEASON, and DAYS

6. Location
7. Dates and Hours

ELIGIBILITY FOR MEMBERSHIP

8. Growers and Makers Only

PRODUCT CATEGORIES

9. Farmer
10. Artisan
11. Student/New Business
12. Food Vendor
13. Non-Profit
14. Busker

APPLICATION AND SELECTION PROCESS

15. Vendor Agreement
16. Vendor Selection and Scheduling
17. Refusal
18. Sales Optimization
19. Market Product Offerings
20. New Products
21. Seniority
22. Special Markets

STALL ALLOCATION

23. Space Limitations
24. Sharing
25. Sub-letting
26. Space Allocation & Location

FEES

27. Booth/Stall Fees exclusive of HST
28. Payment of Fees
29. Booth Size
30. Refund Policy

VENDOR RESPONSIBILITIES

31. Compliance
32. Code of Conduct
33. Revenue Reporting
34. Government Regulations
35. Punctuality
 - a. Late Arrivals
 - e. Early Departures
36. Products Quantities
37. Displays
38. Parking
39. Conducting Business
40. Pricing
41. Units of Sale
42. COVID Safety
43. Food Safety
44. Refuse
45. In-stall Storage
46. Alcohol
47. Smoking
48. Insurance

MARKET MANAGER RESPONSIBILITIES

49. Rules and Regulations
50. Collection of Fees
51. Space Allocation
52. COVID Volunteers
53. Removal of Persons
54. Problem and Resolution

2021 WORKING GROUP

PURPOSE OF THE HANDBOOK

1. The purpose of this Handbook is to describe the organization and administration of the Picton Town Hall Farmers' Market (**MARKET**) and to detail the policies to be followed by the Working Group and Vendors of the market in order to create a friendly, stable and profitable environment.

ORGANIZATION

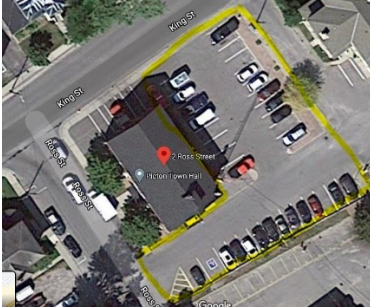
2. **Market.** The name of the organization is the **Picton Town Hall Farmers' Market** (Acronym of **PTHFM**). The mission of the **MARKET** is to maintain a Farmers' Market for the purpose of marketing locally grown and made goods and promote economic development of new, micro and small County businesses. The **MARKET** is therefore open strictly to local and bona fide producer-vendors; resellers are not eligible. All vendors must be members in good standing of the **MARKET**.
3. **Governance.** The **MARKET** is governed by a Working Group of the Picton Town Hall Board of Management. The Picton Town Hall Board of Management is an appointed Committee of the Corporation of Prince Edward tasked with the financial sustainability of Picton Town Hall as a public asset and of community benefit. The market is an economic development activity of those goals, and serves to raise funds to keep the Hall in public hands. The Farmers' Market Working Group is appointed via its Terms of Reference. See Appendix A for a list of the Working Group and Board of Management members. The Working Group meets at least monthly to conduct the business of the Market. All vendors are welcome to apply to become Working Group members. Any vendor can ask to attend a meeting by contacting farmersmarket@picrontownhall.ca.
4. **Management.** The **MARKET** is managed and operated by the volunteer Working Group.
5. **Market Branding.**



Vendors are requested to promote the Market through their social media channels. The **MARKET** logo, website, website content (including photos), Facebook Page and other intellectual property are the property of the **MARKET**.

MARKET LOCATION, SEASON, and DAYS

6. **Location.** The **MARKET** is located at: 2 Ross St, Picton, ON K0K 2T0 surrounding Picton Town Hall on two sides as illustrated below within the area bounded in yellow:



7. **Dates & Hours.**

- a) The market will operate from: Sundays starting May 16, 2021 to October 18, 2021
- b) Hours of Operation are from: 10 am to 2 pm
- c) Early closing for safety concerns will be at the discretion of the Working Group Representative on site.

MEMBERSHIP

8. **Growers and Makers only.**

- a. Applicants for membership shall produce what they sell;
- b. The products must be made in Prince Edward County or Tyendinaga Mohawk Territory
- c. All products offered for sale shall be grown or produced by the applying Vendor, their family or employee
- d. The sale of items grown or produced by anyone other than the vendor, as defined above, shall not be permitted.

PRODUCT CATEGORIES

9. **Farm:** Any grown and/or harvested product from plant or animal.
10. **Artisan:** Any processed food not grown by the vendor, or other product made exclusively by the vendor including baked goods, value added good, craft or art.
11. **Food Vendor:** Any business operating from Prince Edward County which sells ready to eat food and beverages.
12. **New/Student:** Any vendor who is a full-time student OR operating for less than one year and does not have a retail outlet
13. **Non-profit:** Any organization operating specifically for the benefit of Prince Edward County residents which is a non-profit or charitable organization.
14. **Musician's Buskers:** At the discretion of the Working Group, buskers may be engaged.

APPLICATION AND SELECTION PROCESS

15. **Vendor Agreement.**

- a. All vendors must be registered and confirmed.
- b. Confirmed vendors must pay their applicable fee once confirmed by the deadlines provided to be a vendor in good standing
- c. Payment of the vendor fee indicates agreement with this Handbook
- d. Fees and Agreements are not transferrable
- e. A vendor may change product category, but shall conform to all rules pertaining to that category and shall be approved by the Working Group.

16. **Vendor Selection and Scheduling:**

- a) Vendors are selected based on those in attendance at markets in 2020, then then a recruitment call.
- b) The Picton Town Hall Farmers' Market is an economic development activity. As such, vendors are selected to create the maximum economic activity. Farmers are prioritized at a minimum of 51% for that reason.
 - Other selection criteria: Beyond the vendor categories and definitions outlined above, the Working Group selects vendors based on: craftsmanship and quality, creativity and originality, value added to original or natural materials used in the finished product, reasonable and fair pricing.

17. **Refusal:** The Farmers' Market Working Group reserves the right to refuse acceptance of any applicant or product that is not in keeping with the rules, regulations or standards of the **MARKET**. Applicants may ask the **BOARD/EXECUTIVE** to reconsider decisions made on their admission or products.

18. **Sales Optimization:** The Working Group reserves the right to a) place vendors in locations to and b) reduce the number of a specific type of producer/artisan vendor frequency to optimize sales for all vendors.

19. **Market Product Offerings:** Vendors are asked to sell products which are their primary business activities to reduce competition between weekly vendors.

20. New Products: If, vendors wishing to sell items which fall into a different product category or wish to add new products from the product(s) they shall have these items approved before they can be offered for sale, display or sampling. The original application shall be amended as required. A database shall be created for each vendor product list and shall be amended.

21. **"Seniority"**. Seniority within the **MARKET** is defined as a member in good standing:

- a) is a Working Group or operational volunteer
- b) attending the market as a full season paid vendor
- c) New members applying to the **MARKET** requesting full season status shall be granted seniority in the order applications and payments are received and approved.

One "seniority" list will be maintained. Stalls that become available shall be offered all members based on that list. If no existing members are interested in the stall space it would be offered to new full season members as they applied, or to block or occasional vendors in that order.

22. **Special Markets.** Any Special Market (Christmas, Easter, etc.) may have its own application and selection process.

STALL ALLOCATION

23. **Space Limitations.**

- a. Vendors are normally limited to a single booth/stall space of 10x10 space.
- b. 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.
- c. Vendors will be provided with a static space as much as possible for all regular markets

24. **Sharing.** Two Vendors may share a stall, provided that they meet the following criteria:

- a. Products of both shall be on display at all times;
- b. Their products are deemed compatible;
- c. Both vendors shall be present at the stall

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

26. **Space Allocation and Location.** For the season, vendor spaces are allocated in the following priority:

- a. 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;
- b. New full-season vendors;
- c. Partial season vendors; and
- d. Daily vendors on a first-come first-served basis on Market day.

FEES

27. **Booth/Stall Fees.** Fees are based on the size and location of the booth/stall. Options available:

	Rate	Seasonal	Bi-Weekly	Occasional
Farmers	20	480	240	30
Artisans	24	576	288	50
Food Vendors		0	0	50
Non Profit	13	312	156	13
Student/New Business	13	312	156	13

- a. Seasonal: 24 markets
- b. Bi-weekly: 12 Markets
- c. Occasional: Less than Bi-weekly, when available
- d. Special Markets: Special off-season markets will be priced consistent with the regular season. The Working Group reserves the right to alter the fee if there are costs associated with the specific special market.

28. **Payment of Fees.** Payment of membership and Season fees must be received by the deadline outlined in electronic communications or the booth space will not be reserved. Fees must be paid as prescribed, by e-transfer only, to treasurer.pictontownhallbom@gmail.com.
29. **Booth Size:** All booths shall be approximately 10x10, and identified by On-site Market Volunteers.
30. **Refund Policy.** Fees will only be refunded if COVID restrictions prevent the market from operating, or if a vendor supplies in writing, a request for refund deemed critical by the Working Group.

VENDOR RESPONSIBILITIES

31. **Compliance:** Vendors must make themselves fully aware of, and comply with, the **MARKET** Vendor Handbook.
32. **Code of Conduct:** All vendors will be respectful of each other and the Working Group, and customers. All vendor issues, concerns or grievances will be directed to the Working Group by email, or the on-site Working Group volunteer. If the situation cannot be resolved by the Working Group, the vendor will be requested to submit a detailed letter of complaint to the Board of Management, has the authority to make the final decision on the outcome of the grievance.
33. **Revenue Reporting:** Vendors in good standing agree to report their weekly sales to the Farmers' Market Working Group in confidence via an anonymous on-line form. The total sales of the weekly market will be used to demonstrate the economic activity of the Market. No individual results will be shared.
34. **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 **MARKET** 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.
35. **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 verbally and then by email copying the Working Group on each occasion. Vendors who are warned three times will be required to provide a full explanation for each instance and may risk losing their space and balance of fees paid.
- a. **Late Arrivals.** Vendors will be considered late if they are not full set up, ready to receive customers and removed unnecessary equipment or vehicles by 9:45 am.
 - Early Departures.** Vendors must keep their spaces open for the entire market until 2 pm. If the vendor must leave early because of exceptional circumstances notify the on-site Market volunteer.

36. **Product Quantities.** Vendors must bring enough products to last for the entire day. Exceptions may be made for reasons of product supply beyond the control of the vendor; e.g. produce in season.
37. **Displays.** Vendors are responsible for providing all display materials (displays, tables, chairs, etc), and setting up and tearing down any displays. The market does not provide vendors with tables or chairs. All booths should have an attractive and professional appearance, enhanced by good presentation and cleanliness. The Working Group may ask unsightly or unsafe materials be removed. The **MARKET** accepts no responsibility for damage to or loss of these materials. No materials may be left behind, stored or affixed in the market location.
38. **Parking.** Vendors may park **temporarily** at their stall space for unloading purposes, but must NOT leave engines running during this time. Vendors must remove their vehicles no later than 15 min. prior to the start of the market. Please park in free public parking areas located on King Street and Elizabeth Street, leaving paid parking areas for for customer parking.
39. **Conducting Business.** Vendors must remain in their own booths/stalls when selling, and maintain professional behaviour.
40. **Pricing.** All items offered for sale must have prices prominently and clearly displayed. Vendors can't sell below cost of production. Pricing should be fair to you, the customers and to your colleagues. 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".
41. **Units of Sale:** 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.
42. **COVID Safety:** The Market will operate in accordance with current legislation, orders by-laws, and practices as established by [The Corporation of Prince Edward](#), [The Province of Ontario](#), and [Hastings Prince Edward Public Health](#). All steps necessary will be taken and enforced to ensure a safe market, including mandatory mask wearing, distancing, traffic flow and contract tracing. Both customers and vendors will be asked to leave if these measures are not maintained. Vendors who participate in the market and do not participate in all required measures will be asked to leave for the season and their fee will not be refunded. Any market dates which must be cancelled due to COVID will be refunded to vendors.

Vendors are expected to help enforce COVID Safety by:

- a. Following COVID requirements
- b. Directing customers to the single entrance
- c. Requesting customers keep their masks on unless eating or drinking
- d. Asking customers not to walk with their masks off to consume market food

43. **Food Safety:** [Food Vendors must register individually](#) with Hastings and Prince Edward Public Health prior to their attendance at market. Any other food-related vendor must ensure they follow [food handling best practices](#).
44. **Refuse.** The Picton Town Hall Farmers' Market is a zero-waste initiative. No refuse bins will be provided. Any vendor who creates waste as a result of the products they offer are required to provide their own bins to take away at the end of the day, and inform their customers of their use. No garbage is to be left behind.
45. **In-stall Storage.** Storage containers and equipment shall be confined to one's market space and kept out of sight.
46. **Alcohol.** No alcoholic beverages consumed during the opening hours of the market.
47. **Smoking.** No smoking is permitted in or near the Market.
48. **Insurance.** While the **MARKET** does carry basic Public Liability and Property Damage Insurance through Farmers' Markets Ontario, any additional insurance coverage is the responsibility of the individual vendor. **MARKET** bears no responsibility for any vendor property at the market.

MARKET RESPONSIBILITIES

49. **Handbook Policy:** Market Working Group volunteers will be present and identify themselves to vendors. Rules and Regulations, supervising the operation of the market, and will apply the rules of the market as detailed in the Vendors' Handbook. On-site Market Working Group Volunteers have the power to issue warnings to vendors on every occasion for violations of this Handbook. Serious or continued warnings may result in vendor suspension or termination of their involvement in the Market, and any part of fees paid will not be refunded. Such suspension or termination will be communicated in writing to the vendor.
50. **Collection of Fees.** All funds are due as communicated by the Working Group, and deposited by e-transfer only, to the Board of Management's bank account. There may be fees associated with NSF payments.
51. **Space Allocation.** The Market Working Group Manager shall assign all booth/stall space, taking into consideration all of the following:
 - a. Priority vendors as described above.
 - b. Booth/stall availability.
 - c. Sales Optimization as described above.
 - d. Vendor attendance record, including late arrivals and early departures.
 - e. Product category and its compatibility with products of nearby vendors.
 - f. Special requirements.

The Market Manager may move a vendor for reasons of safety, health, product compatibility or other valid reason and may insist vendors remove any objects that do not appear to be safely secured or fastened; e.g. banners.

52. **COVID Volunteers:** Volunteers will be on-hand for customers to screen them, enforce mask-wearing and sanitizing and remind them of distancing on entry. Volunteers will

remain at the entrance and exit to maintain market customer capacity. A COVID Safety Plan will be available at the volunteer desk at the entrance.

53. **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.

54. **Problem Resolution.** Vendors are encouraged to approach the on-site Market Volunteer or any of its members if they encounter a problem needing immediate action and/or for discussion at a Working Group meeting. Vendors should not discuss market issues in front of customers.

Picton Town Hall Farmers' Market Working Group

POSITION	NAME
Chair Liaison	Elis Ziegler, South Marysburgh farmersmarket@picrontownhall.ca
Farmer Vendor	Natalie Comeau, South Marysburgh
Farmer Vendor	Amina Haghighi, Hillier
Farmer Vendor	Lucas Sorbara, Sophiasburgh
Community Member	Devon Williamson