



WINGHAM

FARMERS' MARKET

**WINGHAM FARMERS' MARKET WILL BE
HOMEGROWN, VIABLE AND VIBRANT AND
WILL HELP BUILD A HEALTHIER, WELL
CONNECTED AND MORE NEIGHBOURLY
COMMUNITY**

**Wingham Farmers' Market Association
Vendor's Handbook of Rules & Regulations**

2015 Market Season

Wingham Farmers' Market Association Vendor's Handbook of Rules & Regulations

PURPOSE

1. The purpose of this Vendor's Handbook is to describe the organization and administration of the Wingham Farmers' Market and to detail the rules and regulations to be followed by the Board of Directors, vendors and staff of the market. The Market Manager or Board of Directors shall deal with any issue not covered in this handbook.

ORGANIZATION

2. **Wingham Farmers' Market Association (WFM).** The name of the organization is the Wingham Farmers' Market Association. The Vision of the Wingham Farmers' Market Association is to develop a market that is homegrown, vibrant and viable, one which will help build a healthier, well-connected and neighborly community. The mission of the Wingham Farmers' Market Association is to maintain a sustainable and viable Farmers' Market for the purpose of marketing local farm, agriculture and craft products and to improve production of, stimulate interest in and increase consumption of local products and to support where possible community initiatives. The Wingham Farmers' Market is therefore open strictly to local and bona fide producer-vendors that meet the vendor criteria as outlined in this document and have been approved by the WFM Board of Directors. All vendors must be members of the Wingham Farmers' Market Association.
3. **Governance.** For the 2015 season, the Wingham Farmers' Market Association is governed by a Steering Committee led by 2 Vendor representatives, 1 BIA representative, up to 2 members of various community/social service organizations and the remainder members of the community at large – not to exceed 10 members in total. The Board consists of a Chairman/Secretary, Vice-Chairman, Treasurer, and Directors-at-Large (See Appendix A for a list of current Steering Committee members). Steering Committee meetings will be held regularly in Wingham on a day/place to be determined by current committee members. Governance will shift to an elected Board of Directors following the first or second successful market season (TBD). This Board will also include the appointment of representatives from the BIA and community members.
4. **Management.** The Wingham Farmers' Market is managed and operated by a Market Manager, contracted and directed by the 2015 Steering Committee.

MARKET LOCATION & SEASON

5. **Location.** The 2015 Wingham Farmers' Market is located on the Municipal Parking Lot located on Farley Lane (between Victoria Street and David) for the period indicated below.
6. **Dates & Hours of Operation.** The 2015 season consists of 19 market days:
 - Regular season: from June 3rd to October 7th, from 3:30 to 7:00 p.m.

ELIGIBILITY FOR MEMBERSHIP

7. **Eligibility.** The vendor is defined as the applicant or the applicant's spouse, sibling, child, parent or domestic partner, who assists substantially in the cultivation of the crops or in the production of the agricultural, baking or craft product.

The sale of items grown or produced by anyone other than the vendor, as defined above, is only permitted by special provision. These items shall not exceed 25% of a vendor's weekly display and must be grown or produced within a 75 km radius of the Town of Wingham. Such items must be approved by the Board in advance of selling at the market and cannot be in competition with items for sale by other market vendors. These items will be identified as to their originating producer.

8. **Residency.** Applicants must be residents of Ontario and grow or produce the goods within a 75 km radius of the Town of Wingham. Applicants outside of the 75 km radius may be approved as vendors at the discretion of the Board.
9. **Vendor Status.** There are two types of vendor status at the market:
 - Daily vendors attend the market on a day-by-day basis
 - Season vendors attend the market full-time for the entire market season June 3rd to October 7th

PRODUCT CATEGORIES

10. **Agriculture.** Products include, but are not limited to: fruit and vegetables, plants, shrubs, trees, flowers, honey, maple syrup, preserves, sauce, vinegar, meat, fish, poultry (quota) and eggs (graded), soap, dried soup and other mixes, soils (black muck), manure, firewood, fleece, wool, fence posts, animal feed, grains, etc.
11. **Baking.** Products include, but are not limited to: breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc.
12. **Ready to Eat products.** Vendors may offer ready to eat foods if they utilize local foods from other WFM members or other local producers. Anyone offering ready to eat foods for sale at the farmers' market must maintain proper standards for preparation, storage and service as outlined by Ministry of Health guidelines. Vendor must provide own hand wash facilities and refuse containers.

13. Arts and Crafts. Arts and Crafts must be hand-made by the vendor using his/her own skill, artistry and training to produce a new, unique and original product – Arts and Crafts vendors will be limited to 1 of every 4 food vendors. Arts and Crafts will be juried by the board to determine best use of Arts and Crafts spaces. Arts and Crafts vendors maybe rotated in and out of the market to provide best mix of products. The following factors will be closely assessed:

- Craftsmanship and quality
- Creativity and originality of concept
- Availability of product within the region
- Value added to original or natural materials used in the finished product
- Reasonable and fair pricing

APPLICATION AND SELECTION PROCESS

14. Vendor Agreement. All applicants for membership must complete a “Vendor Agreement” form. This agreement is made annually between the Wingham Farmers’ Market Association 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 of products; to ensure fairness to all vendors and to ensure vendors abide by the rules of the market. The agreement also lists all the products approved by the Board for sale at the market.

15. Review & Jurying. The Board will review the completed Vendor Agreements. All products to be offered for sale must be juried by the Board to ensure they are indeed produced by the applicant, are produced within the 75 km radius, are of high quality and are compatible with the other products sold at the market. For returning members with new products and new members, samples must be presented well before market day; no jurying will take place during the market.

16. Approval. The Board will recommend acceptance or rejection of each Vendor Agreement and each product to be offered for sale, based on a majority vote. The Wingham Farmers’ Market Association reserves the right to refuse the acceptance of an applicant or product that is not in keeping with the rules, regulations or standards of the Wingham Farmers’ Market Association. Applicants may ask the Board to reconsider decisions made on their admission or products.

17. New Products. If, after approval of original product lists, vendors wish to sell items which fall into a different product category or which represent a major departure from the product(s) originally juried, the items must be juried and approved before they can be offered for sale. The original application will be amended as required.

BOOTH/STALL ALLOCATION

18. **Stall Fees.** Stall fees are determined annually by the Board of Directors and are listed in the vendor packages distributed before the beginning of the market season. A stall is equivalent of the width of a parking space (see #22 below). A vendor may rent up to but no more than 2 stalls. A stall will be available each week for a non-profit community group. This stall will be available free of charge. The group must be an associate member of the Wingham Farmers' Market Association.

19. **Space Allocation & Location.** For the regular season, stall spaces are allocated in the following priority:

- a. Returning full season vendors have the right of first refusal on their previous year's location (not applicable Season 1).
- b. Full season vendors; those who have seasonal fees paid receive first priority.
- c. Daily agriculture, baking or food concession vendors.
- d. Daily craft vendors.

20. **Sharing.** Two vendors may share a stall provided that they meet the following criteria:

- Both must hold individual memberships
- Products of both must be displayed at all times
- Their products are deemed compatible
- Both vendors must attend full-time

21. **Sub-letting.** Vendors may not sell, sub-let or rent stall space to other vendors unless approved by the WFM association board.

FEES

22. **Membership Fee.** The annual non-refundable membership fee is \$20.

23. **Stall Fees.** Fees are based on vendor status and size of the stall.

- Daily. Payable each day of the market on arrival.
- Season. Full season fees are discounted from daily fees and payable in advance.

Stall Size	Price	
10 x10	Daily - \$15.00	Season - 19 weeks @ \$13.50 - \$256.50
2 nd Stall	Daily - \$11.50	Season - 19 weeks @\$10 - \$190

24. **Refund Policy.** Membership and daily stall fees are non-refundable. Season fees may be refundable, for valid reasons, on approval of the Board of Directors. Refunds will be pro rated according to the market days remaining. A \$25 administration fee is applicable.

VENDOR RESPONSIBILITIES

25. **Compliance.** Vendors must comply with the following; failure to do so may be grounds for termination of the Vendor Agreement and Membership:

- The Wingham Farmers' Market Association Rules and Regulations as outlined herewith.
- Municipal, Provincial and Federal Regulations regarding labeling, measures, safe food handling, health and safety, liability etc. for all products offered for sale at the Market. Compliance is the responsibility of the individual vendor and not the Wingham Farmers' Market Association.

The Board reserves the right to appoint members to visit a farm or workshop, etc. to verify compliance.

26. **Payment of Fees.** All applicable fees must be paid on Market Day prior to stall setup.

27. **Booth Sitters.** Vendors and/or their qualified and knowledgeable staff are expected to attend the market in person to sell their own products. Occasional use of booth sitters is permitted and vendors are encouraged to arrange a sitter rather than not opening the stall for the day. Vendor to notify the Market Manager by cell phone or in person (Notification on market day is acceptable).

28. **Punctuality.** Late arrivals and early departures disrupt the market and can be a safety issue. Vendors who arrive late or leave early will be warned by the Market Manager and, if late or depart early six (6) times, risk termination of their Vendor Agreement and vendor status.

- **Late arrivals.** Vendors must arrive at the market in time to unload, move products into the stall, park vehicles, setup their stall and open for business at the designated open time (see article 6 for times). If a Season Vendor has not arrived at least 15 minutes before opening time, the Market Manager has the option to rent the stall to a Daily Vendor for the day. Season Vendors are encouraged to notify the Market Manager if they will be late or absent.
- **Early departures.** Vendors must keep their stalls open for the entire market day and not begin to tear down before the designated closing time. All vendors must leave the market no later than 1 hour after the market closes.

29. **Products.** Vendors must bring enough product to last the entire day. Exceptions may be made for reasons of product supply beyond control of the vendor, ie. produce in season.

30. **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. Stalls should have an attractive and professional appearance, enhanced by good presentation and cleanliness. **THE NAME OF THE INDIVIDUAL AND/OR BUSINESS MUST BE PROMINENTLY DISPLAYED AT THE BOOTH.** Vendors are encouraged to seek the advice and assistance of the Board or Market Manager. The Market Manager may ask that unsightly or unsafe materials be removed.
31. **Parking.** Vendors are required to park in the designated areas after unloading their products.
32. **Conducting business.** Vendors must remain in their own stalls when selling. Sales must be conducted in an orderly and business-like way and no shouting or other objectionable means of soliciting trade are permitted.
33. **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 "distress sale" image, ie. "Year-end Sale," "Buy two get one free" or "Discount."
34. **Farm Products Grades and Sales Act.** Produce should be sold by units or legal containers such as bushel, 4-litre baskets, 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.
35. **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. Please adhere to the following guidelines:
- All Vendors must register with the Huron County Health Unit as a Farmers' Market Vendor and follow mandated regulations and guidelines
 - The Huron County Health Unit will visit the market at least once during the season and each vendor is responsible for following the Health Unit regulations and suggestions. If the vendor is found in fault of the Health Unit regulations, the vendor is responsible for correcting the problem and paying any fines issued.
 - All foods offered for sale must be protected from contamination.
 - 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.
 - 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.

- All vendors **MUST** wash hands thoroughly with warm water and soap after visiting the washroom.
 - Containers and wrappers must be single-use only.
 - Do not allow any unauthorized persons access to where food is being prepared.
 - Racks, shelves or tables must be provided for food display and all food must be at least 15 cm (6 in) off the ground/floor.
 - All canned products must be packaged in new jars and sealed with vacuum lids.
 - Personal effects should not be stored anywhere near food products.
 - Sampling and condiments.
 - Do not allow customers to get hands anywhere near samples to be eaten by other customers; prepare individual samples that cannot be handled by more than one person; provide toothpicks or small paper containers or pass out each sample.
 - Provides tongs, forks or spoons for each type of condiment being offered; no customer hands in the bowl.
 - Clean up the serving area often, being especially careful to pick up food scraps that fall onto the ground or floor.
 - Watch children very closely.
36. **Refuse.** Stalls must be kept free from refuse during the market day. At the end of the day, all refuse for removal must be placed in the bins provided except cardboard boxes, which must be broken down for recycling and placed beside garbage bins, not in them. This is especially critical for any produce and food vendors because of the risk of vermin. Scraps of any such material must be scrupulously cleaned up from the ground or floor. Only cans and bottles may be put in the blue recycling containers.
37. **In-booth storage.** Storage containers and equipment shall be confined to one's market space and kept out of sight.
38. **Alcohol.** No alcoholic beverages may be consumed, served or sampled on the market site. Sales are limited to Ontario/locally produced VQA products as outlined in Ontario Alcohol and Gaming Commission guidelines and approved by the WFM Board.
39. **Smoking.** No smoking is permitted on the market site.
40. **Live animals.** Live animals may not be sold at the market. Pets are permitted in the market if on a leash and under control by the owner, guide dogs accepted.
41. **Insurance.** It is good business practice to ensure you have adequate liability insurance. This insurance can protect you in the event a customer has an adverse reaction to your product (product liability insurance) as well as for other events that may happen at your farmers' market stall such as a customer injury. Individual vendors are not covered under the Wingham Farmers' Market Insurance Policy.

You may be able to get an additional rider placed on your home or farm insurance. While the Wingham Farmers' Market Association does carry basic Public Liability and Property Damage Insurance, any additional insurance coverage is the responsibility of the individual vendor. The Wingham Farmers' Market Association bears no responsibility for any vendor property at the market.

MARKET MANAGER RESPONSIBILITIES

42. **Rules and regulations.** The Market Manager supervises the day-to-day operation of the market. He/she will apply the rules and regulations of the market and report any violations to the Board of Directors as necessary. The Market Manager may ask the Board of Directors to suspend a vendor for one or more days for serious violation of the rules.
43. **Collection of fees.** The Market Manager shall collect all fees when they are due and deliver to the Treasurer to deposit promptly. Vendors may not set up until appropriate fees are paid. A \$35 charge will be levied for NSF cheques.
44. **Space allocation.** The Market Manager shall assign all stall space taking into consideration:
- Priorities established in article 20 above.
 - Vendor attendance record including late arrivals and early departures.
 - Stall availability.
 - Product category and its compatibility with products of nearby vendors.
 - Special requirements (late arrivals, early departures, proximity to hydro)
45. **Removal of persons.** The Market Manager has the authority, with cause, to request any vendor or other persons to leave the market operating area and, if necessary, to call the police for assistance.
46. **Community space.** A community stall space is available to charity and non-profit organizations, at no cost, for fund-raising, promotional and educational purposes by applying to the Market Manager at least one week in advance. Any products to be offered for sale must be approved by the Market Manager and must not be in competition with the market vendors. All Wingham Farmers' Market Rules and Regulations apply. The person applying will be held responsible for ensuring that the stall space is staffed and left in the same condition as upon arrival. The market does not provide tables, chairs or display materials. Community groups using the stall must be associate members of the Market and pay the membership fee.
47. **Buskers.** Buskers are welcome at the Wingham Farmers' Market and must be pre-approved by the Market Steering Committee/Board.
48. **Complaint:** A formal complaint should first be submitted in writing to the Board of Directors with a request to address the issue. Verbal complaints must be recorded and signed and dated by both complainant and receiving Board Member. The board may request additional information from complainants (i.e. in a pricing issue –

Ontario average prices, etc.) All complaints will be dealt with by a minimum of 2 Board Members accompanied by the Market Manager when possible and appropriate.

49. **Negotiation:** Inform the individual(s) involved in the complaint of the complaint and the behavior causing concern. This may be simply a conversation between the Directors designated by the Board and the individual(s) causing concern once the complaint has been submitted in writing, or it may require a formal meeting with all parties involved, depending on the nature of the complaint. Allow the individual(s) to explain or elaborate on their perspective. Determine a timeline for correction of the behavior or withdrawal of the complaint by the party involved. Guidelines and specific directions will be documented with copies issued to all parties involved in the resolution, including the Board of Directors, and where deemed necessary, to the General Membership.

**The Market Board retains the right as outlined in the rules and regulations to ask anyone to leave the market site, at anytime, depending on the seriousness of the behavior causing concern, i.e. Where such behavior may be detrimental to the safety of visitors attending the market. (see #45 above)

50. **Final Authority:** In the event that the complaint is not withdrawn and/or the behaviour is not corrected to the satisfaction of the party issuing the complaint then the Board of Directors, will make a decision based on their judgment of what will be best for continued operation of the Wingham Farmers' Market. The Board of Directors has the right to revoke the application of the individual(s) causing concern and exclude the individual(s) from attendance at the Wingham Farmer' Market for the remainder of the season.

APPENDIX A

Wingham Farmers' Market Steering Committee

Chair:	Archie McKean	Phone 519-357-9176 e-mail archie.norma@hurontel.on.ca
Vice Chair:	Matt Armstrong	Phone 519-441-0931 e-mail feedme@winterstonefarm.com
Secretary:	Archie McKean	Phone 519-357-9176 e-mail archie.norma@hurontel.on.ca
Treasurer:	Lorraine Poulin	Phone 519-357-3723 e-mail lorraine_poulin@hotmail.com
Steering Committee Members:		
	Pat Campbell	Phone 519-357-2970 e-mail patti200901@hotmail.com
	Tania Gollan	Phone 226-622-0887 e-mail taniagollan@gmail.com www.gollansheep.com
	Robert Deforest	Phone 519-357-2573 e-mail rob.deforest@hotmail.ca
	Bob Middleton	Phone 519-357-1232 Email bobmiddleton46@gmail.com
	Jim Snyder	Phone 519-357-1381 e-mail snyderconcepts@gmail.com
Market Manager	Matt Armstrong	Phone 519-441-0931 e-mail feedme@winterstonefarm.com
Municipal Support:	Connie Goodall	Phone 519-357-1096 e-mail cgoodall@northhuron.ca
Supporting Consultant:	Joan Brady	Phone 519-237-3108, Cell: 226-237-3108 e-mail jbrady@hay.net