

OTTAWA STREET FARMERS' MARKET

RULES and REGULATIONS - 2010

1. NAME

The Market shall be known as the Ottawa Street Farmers' Market and will be owned and operated by the Crown Point Farmers' Market of Ottawa Street Association.

2. PURPOSE

Purpose.

The purpose of this Vendors' Handbook is to describe the organization and administration of the Ottawa Street Farmers' Market, and to detail the rules and regulations to be followed by the Board of Directors, vendors and management of the Market. The Market Manager or Board of Directors shall deal with any issue not covered in the Handbook.

Mission.

To establish and maintain a Farmers' Market to provide producers with a profitable, well organized retail marketplace; to stimulate public interest in and increase consumption of local products; to strengthen the ties between our rural and urban communities and to foster partnerships with the City of Hamilton and other community groups.

Use.

Any producer residing within a 100KM radius of the market who supports the objectives and philosophies of the Market.

Association.

Each vendor becomes a member and is entitled to one vote at all general meetings. The membership as a whole should feel free to comment to the Ottawa Street Farmer's Market Board of Directors with respect to:

- * The overall management, operation and administration of the Market
- * The improvement of the Market site and associated area; the layout of vendor space, and other physical improvements
- * The regulations of the Market, including the hours of operation; designation of stall space; charging of market fees; housekeeping rules; sanitation and posting of signs and other matters
- * The advocacy and support of the Market and development of advertising and promotional programs for the Market.

In order to take part in the voting process, the member must be in good standing within the association.

3. MARKET LOCATION & SEASON

Location.

The Ottawa Street Farmers' Market location will be in municipal car parks lots known as 2C and 2D located behind Ottawa Street North between Cannon Street and Edinburgh Avenue.

Dates and Hours.

The Ottawa Street Farmers' Market will operate year round on Fridays and Saturdays from 7AM to 3PM. Vendors must be on market and in their assigned stalls by 7AM. Vendors shall not leave before 3PM, unless sold out of product and without interfering with safe operation of market.

4. MEMBERSHIP.

The Board of Directors may, by a majority vote, admit to Membership any person who:

* Is a grower, producer or artisan resident within 100km of the market. Five existing members of the association (**as identified by the Market Manager and the Board of Directors**), will be allowed to resell produce that was not produced by them. These vendors will be encouraged by the executive and Market Manager to purchase products for resale which have been grown or produced by a relative, a neighbor farmer, and/or a member of an approved association. Vendors who resell product, will not be permitted to import and sell items which are in abundant supply and grown locally by producers who are members of the association.

* In their opinion is a responsible advocate or supporter and a person whose business will contribute to the betterment of the Market. Agrees to abide by the Rules and Regulations of the association and has paid the prescribed annual membership fee.

Producers-only.

New applicants for membership must produce what they sell; resellers are not eligible for membership. 75% of products offered for sale must be grown or produced by the applying vendor. The remaining 25% must be produced by a relative, a neighbor farmer, and/or a member of an approved association. The vendor is defined as the applicant or the applicants spouse, sibling, child, parent or domestic partner, who assists substantially in the cultivation of crops, or in the production of the agricultural, baking or craft product.

Exceptions.

Exceptions to the "**producers only**" regulation will be considered for vendors, who in the opinion of the executive, sell products which promote the overall objectives of the market but are unlikely to be produced by the vendor. Examples include cheese, spices, and fish. Vendors who apply for membership in the association who fall into this category will be considered on a case by case basis.

5. FEE SCHEDULE. There are two types of vendor status available at the Market:

Membership Fees.

The annual non refundable membership fee is \$25.00 plus GST.

Annual Stall fees - \$600.00 per stall/per year and includes hydro where needed.

Annual stall holders are present at the market a minimum of four months per year.

Monthly Stall fees - \$200 per stall/per month and includes hydro where needed.

Monthly stall holders are present at the market a minimum of one month up to a maximum of three months.

Should the monthly vendor wish to apply for annual status, any monthly fees paid will be applied toward annual stall fee. Monthly vendors would pay the \$25.00 membership fee in addition to the monthly stall fee.

Refunds

Membership fees are not refundable. Annual and monthly fees may be refundable, for valid reasons, on approval by the Executive. Refunds will be pro-rated according to market days remaining. A \$25.00 administrative fee is applicable.

6. PRODUCT CATEGORIES.

Agriculture

Products include, but are not limited to: fruits and vegetables, plants, shrubs, trees, flowers, honey, maple syrup, preserves, meat, fish, poultry & eggs, grains, cheese, spices etc. Agriculture vendors may sell pre-packaged individual servings for take-home, and a reasonable charge may be applied for small sample

Baking

Products include, but are not limited to: breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies etc. all baked goods producers must abide by City of Hamilton Public Health and Food Safety bylaws.

New Products

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

7. SELECTION PROCESS

All applicants for membership must complete a vendor "Application/Agreement" form. 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 the vendors abide by the rules of the Market.

Review and Jurying.

All products to be offered for sale must be approved by the Market Manager to ensure they are indeed produced by the applicant; are produced within 100km of vendors location and are of high quality and compatible with the other products sold at the market. The Market Manager reserves the right to refuse acceptance of any applicant or product that is not in keeping with the rules, regulations or standards of the Ottawa Street Farmers' Market.

8. BOOTH/STALL ALLOCATION

Existing Vendors who are growers (as of March 2008).

Priority will be given to existing vendors who are producers, and can range in size from 10 frontage feet (1 stall) to a maximum of 40 feet (4 stalls). These vendors will be located in lot 2C.

Existing Vendors who are resellers (as of March 2008).

Existing vendors who are resellers will be permitted up to thirty feet booth space, which is three (3) stalls. If new annual producers are accepted to the Association, the location of reseller booths may change subject to the discretion of the Executive Committee.

New vendors.

New vendors will be permitted up to twenty feet booth space, which is two (2) stalls in the first year of membership.

Subletting.

Vendors may not sell, sublet or rent stall space to other vendors. Any vendor engaging in such activity will risk the loss of their stall without refund.

Space Allocation and Location.

Priority will be given to members who are producers, and have paid the annual fee. Remaining space is given to monthly producers, and "resellers".

9. VENDOR RESPONSIBILITIES

Compliance.

Vendors must fully comply with the following and failure to do so may be grounds for termination of the Vendor Agreement and membership:

* The Ottawa Street Farmers' Market Association Memorandum of Association and/or Bylaws and/or Constitution and this Handbook.

* Municipal, Provincial, and Federal Regulations regarding labeling, measures, health and safety, etc for all products offered for sale at the Market. Compliance is the responsibility of the individual vendor.

Payment of Fees.

All applicable fees must be paid prior to setup.

Punctuality.

Vendors shall be open for business at 7 AM. **A vendor shall make every effort to notify the Market Manager as soon as possible if they are not going to be in attendance that week.** Vendors must keep their booths/stalls/tables open for the entire Market Day, and not begin to tear down before designated closing time, unless they are out of product. Late arrivals and early departures are frowned upon and the Market Manager will issue warnings. After a total of three (3) such warnings have been recorded, the vendor will be asked to explain to the Board of Directors why the Vendor Agreement and membership should not be terminated.

Products.

Vendors must bring enough product to last for the entire day. Exceptions may be made for reasons of product supply beyond control of the vendor, e.g. produce in season. All vendors must remove their tables and products after every Market day.

Displays.

Vendors are responsible for providing all display materials (displays, chairs etc) and setting up and tearing down any displays. **Vendors must keep within appointed stall guidelines, not interfering with walkways or driveways etc. Shelters, umbrellas etc. must be properly fastened together and anchored immediately. Any ropes, poles etc used in the shelter construction must not interfere with customer traffic.** Every vendor participating in the market must have their name/business name prominently displayed.

Parking.

Vendors must park their vehicles within their allotted stall space. All other vehicles are to be parked in spaces to allow customers to have priority .

Conducting Business.

Vendors must remain in their own booth/stalls when selling. Sales must be conducted in an orderly and business-like way. No shouting or other objectionable means of soliciting trade are permitted.

Pricing.

All items offered for sale must have prices prominently and clearly displayed. Shoppers prefer and expect this. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Each vendor will be responsible for his or her own sales tax collection, where applicable.

Permits.

Vendors are responsible to obtain all necessary licenses, permits, inspections and certificates for the sale of their products.

Farm Products Grades and Sales Act.

Produce should be sold by units or containers. 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.

Refuse.

Booth/stalls/tables must be kept free from refuse during the Market days, and vendors are responsible for ensuring their stalls are left clean at the end of the day. Waste water cannot be dumped down storm drains. It must be flushed or taken away with you.

Alcohol.

No alcoholic beverages are permitted on the Market site.

Smoking.

Smoking is only allowed at the rear of your stand, away from products and customers.

Insurance.

While OSFMA does carry basic Public Liability and Property Damage Insurance, any additional insurance coverage is the responsibility of the individual vendor. OSFMA bears no responsibility for any vendor's property at the market.

10. MARKET MANAGER RESPONSIBILITIES.**Rules and Regulations.**

The Market Manager supervises the day-to-day operation of the market including public relations, advertising, promotions, special event co-ordination, liaison between market, BIA and city hall, recruitment of new vendors, and strategic planning. He/she will apply the rules and regulations of the Market as detailed in the Vendors Handbook, and report violations to the Board of Directors, as necessary. An annual review of the Manager and his/her duties will be held with the Market Executive to determine rates of pay and new job responsibilities if required. At this time, goals, objectives and expectations will be set in order to determine rates of pay.

Collection of Fees.

The Market Manager shall collect all fees when they are due. Vendors may not set up until appropriate fees are paid. A \$20 charge will be levied for NSF cheques.

Space Allocation.

The Market Manager shall assign all booth/stall/table space, taking into consideration:

- * Priorities established under Article 8 above.
- * Booth/stall/table availability
- * Product category and its compatibility with products of nearby vendors

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

Removal of Persons.

The Market Manager has the authority, with cause, to request any vendor or other person to leave the market operation area, and if necessary, call the police for assistance.

Problem Resolution.

Vendors are encouraged to approach the Market Manager, or one of the Board of Directors 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 and should be avoided at all times.

Buskers.

Buskers, musicians, entertainers etc. present at the Market must have prior approval of the Market Manager and/or Board of Directors.

11. INCIDENTS/ACCIDENTS

All market vendors must report any incidents or accidents at the market to the Market Manager on the day the incident occurred.

12. AMMENDMENTS

This document may be amended at any time at the discretion of the Board of Directors and will be reviewed annually by the Membership at the Annual General Meeting.

13.GENERAL**Community Table.**

A community table will be 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. The group's philosophy must be consistent with the OSFMA. 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 OSFMA rules and regulations will apply. The person applying will be held responsible for ensuring that the booth is staffed, and left in the same condition as received. The Market does not provide tables, chairs, or any display materials. Tentative location for the community table will be stall #1 on lot 2D.