

INNISFIL FARMERS MARKET RULES AND REGULATIONS 2022

Mission Statement:

The purpose of our Market is to provide the community with a place that cultivates culture through locally farmed, baked, or hand-made items unique to Innisfil and surrounding Simcoe County.

NAME:

The Market shall be known as the Innisfil Farmers Market.

The Innisfil Farmers Market name and Logo are the property of the market and may only be used with written consent.

MAIN LOCATION:

Innisfil Recreation Complex; 7315 Yonge Street, Innisfil, Ontario

Market Outdoor Season: Thursday June 2nd to Thursday October 27th 2022

GOVERNANCE:

The Innisfil Farmers Market was an initiative of the Town Council to be run by a Farmers Market Committee;

The Farmers Market Committee will comprise of willing market vendors who will sit for a period of one year after which elections will be called. Should a position become available prior to the end of the Market season, the runner up from the election process for that position will be contacted to participate on the Committee;

The Committee shall consist of a minimum of 3 vendors from Primary and Secondary Producers, one Market Manager, with volunteers as needed. A Chair and Co-Chair will be nominated annually. The Farmers Market Committee will be responsible for reviewing the rules and regulations annually to ensure that the Innisfil Farmers Market is self sustaining with help from Council;

Market Management: The Market Manager, Chair, and Co-Chair are the only authority to implement and when necessary, enforce the Market Rules and Regulations / Code of Conduct as directed by the Committee decisions;

PRODUCTS:

Vendors must grow or produce a minimum of 70 % of what they sell in season and be defined as local which is set out under the eligibility criteria; Produce vendors must fill in the separate Produce form on the website,

Hand crafted items must be original in nature and be locally produced in whole by the seller. No crafts shall be permitted from kits;

While the Market does not offer exclusive rights to any one vendor to sell any one product, the Committee may exercise their right to limit the number of vendors to avoid excessive duplication. In many cases there just is only enough customer support to host one vendor to a specific type of item.

VENDOR ELIGIBILITY:

- All vendors must reside or do business in the Town of Innisfil, or the County of Simcoe, however consideration may be given to vendors outside this area if a suitable vendor in a category is not presented.

VENDOR RESPONSIBILITIES:

- Compliance with all conditions laid out in these Rules/ Regulations and Code of Conduct;
- Knowledge and compliance with health and safety regulations;
- Obtaining all appropriate permits; licences and or certificates with respect to the sale of goods offered;
- Arranging for a site visit as requested by the Committee for producers and growers;
- Display of an attractive, easy to read sign with their farm or business name;
- You must post prices for all items meeting with Ontario Regulation 119/11 for produce, honey, and maple products. Pricing must be visible to the customer and there will be no distressed selling.
- Point of origin MUST be on the product if you did not produce it! There should be very clear labels of what farm or company has made or produced any items you did not.
- Prices for all products should be visible and fair market value/ competitive in nature;
- Vendors must provide their own canopy (Fire Retardant certified CAN/ULC- S109 or NFPA701) their own tables/ chairs/ tablecloths, displays, signs, bags, waste disposal containers, sanitation supplies etc;
- Weights for canopies are MANDATORY! 10 lbs per leg , tying down to vehicle counts as 2 legs.
- Maintain a tidy area throughout the market day, - leaving the area clean at the end of the day;
- For the safety of the vendors and patrons, booths must be set up 30 minutes prior to the start of the business day: This means you must be ready for business at this time and once your booth is set up, you may not leave it unattended. Booths must be taken down immediately after the business day, unless otherwise previously arranged;

- Take down prior to market closing time is prohibited and this means that there is no removal of tables or viable product until 6.00 p.m.;
- Sales are not permitted prior to the opening of the Market. Our Market starts at 1:00 p.m. and no sales are permitted prior to 12.45 p.m. This ensures that the market is set up and that the other vendors are ready to sell their goods when customers arrive. This also ensures that our visitors are not showing up early causing a safety Hazard and nullifying our insurance coverage;
- The Market is open rain or shine. Your safety is your first priority; prepare for the weather, and if you do not feel it is safe to attend it is up to you to decide on your participation for the day we only ask that you notify the market manager prior to 11.00 a.m. so spaces may be moved;
- Vendors are required to provide 3 hours throughout the season of volunteer time for set up of events, tables/ chairs/ and the market tent when needed. A schedule of volunteer dates/ times will be made available prior to Market start date. If you cannot make your slated date to assist please find a vendor replacement. Understand this keeps our rates reasonable;
- You agree that photos taken at the Marketplace can and will be used to advertise the Market collective online, in paper format or in paid advertisements. If you do not wish to have photos taken or be used, please inform the Manager prior to the start of the season.
- All Full season vendors are expected at Market each week. If there is an emergency, please notify the Market Manager as soon as possible as this affects the layout greatly. If 2 weeks are missed, without exception from the Manager for emergencies or predetermined dates you will be removed from the market with no refund on fees.

Insurance and Indemnity:

Vendors are encouraged to carry their own insurance outside of the insurance that covers the Farmers Market for their own personal protection;

Vendors agree to indemnify and hold harmless the Innisfil Farmers Market, its employees, elected officials, representatives, committee members, and agents from and against any and all claims arising out of Vendors participation, in whole or in part, in the Innisfil Farmers Market;

Non-Compliance with market rules; Conflict Resolution and Code of Conduct

Any vendor who fails to abide by the market rules and regulations is subject to the immediate cancellation of their participation in the market without refund at the direction of the Committee. Conflicts will be addressed as set out in the Vendor Conflict Resolution Process and the Code of Conflict;

Fees: - Full schedule of fees is outlined on the application form

Refunds will not be issued for weeks paid but not attended by the vendor

Refunds will be issued for cancellation of the Market due to Extreme Circumstance

Not for Profit organizations will not be charged a fee, however a vendor application does need to be filled in and approved. These vendors are required to carry their own insurance and are not covered by our policy.

Covid 19

Vendor responsibilities:

You are to self screen yourselves/ your staff/ volunteers each market day. If you have symptoms of COVID 19 you are not to attend market and public health requires that you self isolate for 5 days and you must be symptom free for 24 hours before returning to market if you are vaccinated, 48 hours symptom free if you are unvaccinated. These rules are subject to change with the evolving pandemic. Should a change in our health unit requirements occur, we will send out a group email. Please ensure we have your current information on file.

Vendor Conflict Resolution Process and Code of Conduct 2022

- All vendors will be respectful to the Innisfil Farmers' Market (IFM) Committee members, the Market Manager, fellow vendors and customers.
- All vendor issues/concerns/grievances will be directed to the Farmers' Market Manager who will attempt to resolve the situation. If the Market Manager is unavailable the matter will be brought to the Chair or Co- Chair.
- If the situation cannot be resolved by the Farmers' Market Manager, Chair/Co-Chair the vendor will be requested to submit a detailed description of the incident or issue in writing within 10 days of it occurring. The letter is to be submitted to the Farmers' Market Manager with copy to the Chair or Co-Chair. All issues escalating to this point will be brought before the Farmers' Market Committee at their next meeting. A vendor may request to attend to add information.
- The Committee may request a meeting with the vendor to further discuss the issue at the next IFM meeting.
- The Committee has the authority to make the final decision on the outcome of the grievance and the penalties for non-compliance.
- Vendors will respect the privacy and confidentiality of others. Personal vendor information (for example: illness, personal hardship) will only be shared by the IFM Committee upon receipt of verbal or written consent from the affected party.
- All vendors are required to review the Vendor Conflict Resolution Process and Code of Conduct document prior to submission of their vendor application and fees.
- There is to be no smoking of legal or non legal substances. There is additionally to be no drinking of alcohol on site.

- All vendors are to keep up to date on current labour laws/ health safety measures for their business while at the market and adhere to these laws that pertain to them.
- All vendors are to maintain hand hygiene via hand washing or sanitizer after exchanges with customers when physical distancing is not available. I.e: accepting cash.

Penalties for Vendor Non-Compliance:

Category # 1:

- Verbal Threatening /Abuse/Racist/ Sexist or otherwise derogatory remarks
- First Offence: reported to the Committee, reviewed and response/warning letter from the Committee issued to the vendor and placed on file up to and including dismissal from market depending on circumstance.
- Second Offence: Your membership will be revoked

Category # 2:

- Smoking/Drinking on Market Permit Spaces
- First offence : The Market Committee can decide to revoke your membership or issue warning however if an illegal act has happened law enforcement will be notified and you will be removed.

Category # 3:

- Physical Threatening/ Abuse
- Zero tolerance resulting in immediate termination from the Innisfil Farmers' Market.
- Law Enforcement will be notified.

Note: If any vendor does anything at the market that would make them a hindrance to the goal of the market continuing, they risk removal from the market by vote of the committee at their discretion even for items not listed above if it is deemed detrimental to the market.

Signature of acknowledgement on Rules / Regulations/ Code of Conduct for the IFM
2022

NAME of Owner/ Operator

Dated