



# Guelph Farmers' Market

Refreshing our local tradition



# Vendor Handbook 2022 Edition



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## **Purpose of the Handbook**

This Vendor Handbook describes the organization and administration of the Guelph Farmers' Market (the "Market") and outlines the City's rules and standard operating procedures for day-to-day operations of the Market. The rules and procedures set out in this Vendor Handbook must be followed by the Executive Committee Members, Vendors and City staff to ensure a welcoming and safe environment for everyone.

## **Organization**

### **Mission**

The Guelph's Farmers' Market provides a diverse range of quality local and other fresh foods, unique arts and crafts and valued knowledge that promotes healthy living. With service excellence, the Guelph Farmers' Market continues a tradition of pride and community building since 1827 supporting the local economy, sustainability and entrepreneurship.

### **Vision**

The Guelph Farmers' Market will be a community cornerstone and destination of choice for the best our region offers year-round.

### **Governance**

Market operations are governed by the Guelph Farmers' Market By-Law (2009) – 18874.

### **Role of Market Clerk**

The operation of the Market is under the direct charge, care and management of the Market Clerk. The clerks are responsible for the administration of the Market, enforcement of the Vendors' License Agreements, the By-law, this Vendor Handbook, and all other applicable City policies. Additionally, the Market Clerk is responsible for the day-to-day operations of the Market, enforcing the rules and regulations of the by-law & vendor handbook, issuing non-compliance notices, processing, and approving Vendor applications, assigning licensed spaces, entering into annual license agreements with Vendors, collecting Vendor license fees, and all other general Market administration. In accordance with the Bylaw, the Market Clerk holds an advisory role on the Executive Committee but does not participate in Executive Committee voting. The Market Clerk reports to the City's General Manager of Economic Development and Tourism. The Market Clerk can delegate their authority to other City staff, and the City may change the name of the Market Clerk position from time to time.

### **Vendor Executive**

Market Vendors are represented by a six (6) member volunteer Executive elected from the market membership. Executive Committee meetings are held four (4) times per year. Vendor suggestions or concerns may be brought forward to the Executive Committee by speaking with an elected Vendor representative or in writing. Otherwise, a vendor may make a presentation at an Executive meeting by

providing a minimum of forty eight (48) hours advance written notice to the Market Clerk to include the matter on the next agenda.

All Market Vendors are encouraged and welcome to attend the meetings. Meeting dates will be set at the beginning of each calendar year. Meeting minutes are posted on the vendor bulletin board and will be distributed by email.

## **Role of Executive Committee**

- a. Considers and makes recommendations relating to all disputes concerning the decision of the Market Clerk to refuse, in whole or in part, any application, in accordance with the By-law.
- b. Act as the official liaison and representative for Vendors by seeking feedback, fielding concerns and bringing that information to the Market Clerk for consideration in a respectful manner.

## **Management**

The Market is operated by the Corporation of the City of Guelph through the City's Tourism Services department. Day-to-day Market operations are managed by the Market Clerk and Market staff

## **Market Branding**

The City logo, the Market social media accounts and all other intellectual property are the property of the City of Guelph. Use of these logos, the content published on the Market webpage (including photos) and/or intellectual property shall only be used with written permission from the City of Guelph.

## **Location, Season and Dates**

### **Location**

Guelph Farmers Market is located at 2 Gordon Street, at the corner of Wilson Street and Gordon Street in Guelph.

### **Dates & Hours**

- a. The indoor area of the Market operates year-round.
- b. The outdoor area of the Market in the Market Lot operates from April 1 to Nov 30. The outdoor season may be extended at the discretion of Market staff.
- c. Market Hours of operation are Saturdays from 7:00 a.m. to 12:00 p.m.
- d. The Market may be closed due to health and safety concerns at the discretion of the Market Clerk.
- e. Additional Market days and occasional extended hours may be added at the discretion of the Market Clerk and Executive Committee, taking into account notice and Vendor participation (at least 1 months' notice and 60% Vendor participation will be required).

## **Vendor Eligibility**

### **Vendors**

A Vendor is a person, partnership, or corporation approved by the Market Clerk to provide, distribute, advertise or demonstrate any product at the Market in accordance with the Bylaw and approved Vendor categories.

### **Residency**

Vendors shall reside in Ontario, with preference held for Guelph and Wellington County residents.

## **Vendor Categories**

### **Farmers**

A Farmer is a person who grows or produces and sells their own farm products (fruit, vegetables, meat, poultry, dairy, fish, grains & seeds, honey, maple products, plants/flowers and wool). A minimum of 65% of the products sold must be homegrown. Prepared foods made from farm produce are allowed for sale but must meet all Public Health requirements as laid out for Prepared Food Vendors. Farmers are permitted to resell products from other farms to supplement product volumes outside of season. Refer to OMAFRA labelling requirements for farmers' markets: <http://www.omafra.gov.on.ca/english/food/inspection/mkt-opt3.htm>

### **Food Reseller**

A Food Reseller is a person or who sells food purchased from a third party, and/or farm products where less than 65% of the products are home grown. Resellers are not permitted the sale of non-food products (ie/ items related to their products like kitchen tools or cook books) Resellers must offer a specialized product that is unique and improves the Market product mix, or fills a product gap not represented by Farmers and Prepared Food Vendors. Refer to OMAFRA labelling requirements for farmers' markets: <http://www.omafra.gov.on.ca/english/food/inspection/mkt-opt3.htm>

### **Prepared Food Vendor**

A Prepared Food Vendor is a person or who sells food prepared by the Vendor. This category can include local breweries, distilleries, wineries and cideries.

### **Arts and Crafts Vendor**

An Arts and Crafts Vendor is a person/business who sells arts and crafts made by the Vendor. Arts and crafts are handmade goods produced or created by the Vendor from raw or basic materials which are changed into a significantly different shape, design, form or function using a special skill or manual act. These items must be unique, handmade, and add value to the market offerings. Please refer to the By-law for more information about the Arts and Craft Jury process.

## **Other**

Not-for-profit groups/organizations may be approved by the Market Clerk to display community-based information on a case-by-case basis.

## **Ideal Composition of Market Vendors**

The Market has been operating since 1827 and will maintain its significance in Guelph and Wellington County by offering quality, diverse and authentic mix of Vendors and products. Ideally, 100% of the outdoor Licensed Spaces at the Market are intended to be occupied by Farmers. When this percentage cannot be met, the Market Clerk may assign other Vendor categories to these spaces to ensure a full and interesting market atmosphere.

## **Variety and Limitations of Products.**

- a. The maximum number of Vendors approved to sell the same product is three (3), regardless of what Vendor category they each fall within. For example: a Farmer, a Prepared Food Vendor and Food Reseller are all permitted to sell turkey meat. Until one of these Vendors removes turkey from their product list, no other Vendor at the Market can sell turkey meat. The exception to this is made for farm produce (fruits and veg), plants and flowers. A vendor's Manage My Market profile will be utilized in order to ensure the quota system is followed. It is the vendor's responsibility to keep their product list on their profile up to date and active with as specific category descriptions as possible. For example: Meat as a product category choice is less useful than poultry from a quota perspective, and chicken is more useful than both for specificity's sake.
- b. The Market Clerk will review all product lists submitted with the Vendor applications through their Manage My Market profile and may approve or deny products on the list. Where an appeal is made by the applicant, the Market Clerk will consult with the Executive Committee.
- c. Any existing Vendors wishing to add a product that is already sold by at least 3 Vendors must submit a request to the Market Clerk and the request will be reviewed by the Market Clerk and the Executive Committee Members at the next scheduled Executive Committee Meeting. Market Clerks will provide the Vendor with a written notice of decision. Until a decision is reached, the Vendor is not permitted to sell the product that is subject to the request.
- d. The sale of live animals, tobacco, cannabis or ticket sales of any kind (raffle, lottery, events, etc.) is not permitted at the Market.

## **Application Process**

### **Vendor Agreement**

All approved Vendors will sign the City's License Agreement before they can begin vending at the Market. The License Agreement is made between the City of Guelph and the Vendor (Licensee) and sets out the terms and conditions of the Vendor's use of the Market and their Licensed Space. Some of the terms of the License

Agreement may include the length of the License, the Vendor's License fee, the rules that the Vendor must follow, as well as the assigned location of the Vendor's Licensed Space within the Market, and all their rental dates. The License Agreement also extends to a Vendor's Manage My Market profile which lists all the products approved for sale by the Vendor at the Market.

The maximum term for a License Agreement is 1 calendar year, and a Vendor must re-apply and sign a new License Agreement every year. Only Vendors in good standing will be considered for further terms.

The Vendor's License term can be for the full calendar year, for a season (i.e. from April to November), or for as little as one week.

## **Transfer of Business Ownership**

A transfer of business ownership includes the following:

- a. An unauthorized assignment of the License Agreement
- b. An unauthorized sublet by the Vendor
- c. Sharing possession of the Licensed Space with another unauthorized Vendor
- d. The sale or other disposition of the Vendor's business, including without limitation a change in shareholdings which results in a change in beneficial ownership, an asset/bulk sale of the business, or any other transfer of the business whatsoever.
- e. A transfer of business ownership is a breach of the Vendor Agreement and as such, the new Vendor will be required to re-apply and if approved, enter into a new Vendor Agreement. The new owner is not guaranteed the original owner's Licensed Space upon renewal.
- f. However, when not in default under the License Agreement, a transfer to a related party within the meaning of the Income Tax Act (i.e. an immediate family member, related corporation, or spouse) will not be considered a breach of the Vendor Agreement, and any new Vendor may continue to operate under the existing Vendor Agreement until the end of the Term, so long as adequate payment and insurance are provided by the new Vendor, and the new Vendor complies with all other terms of the License Agreement, the Bylaw and the Vendor Handbook.
- g. Any vendor considering a transfer of their license agreement should contact the Market Clerk or Market Coordinator before any commitments are made.

## **Vendor Code of Conduct**

All Vendors will conduct themselves in a respectful manner to maintain a safe, courteous and welcoming environment for the public. All Vendors must abide by the rules set out in this Vendor Handbook

- a. Vendors shall not be confrontational with other Vendors, customers, staff or others. If a Vendor has a conflict, it should be dealt with in a calm and professional manner outside of the Market day hours.



- b. All Vendors must be respectful to City of Guelph employees, fellow Vendors and customers. If a situation cannot be resolved between Vendors with support from their elected representative on the Executive Committee, the Vendors may request a meeting with the Manager of Economic Development. The City of Guelph has the authority to make the final decision on the outcome of the grievance and the penalties for non-compliance.
- c. In addition to compliance with the terms of their License Agreement, the Bylaw, and all applicable municipal, provincial, and federal legislation and regulation, Vendors must comply with the following:
  - i. Smoking and/or vaping shall not be permitted in the Market Building or on City property including the Market Lot.
  - ii. Unauthorized alcohol and illegal drug use not permitted in the Market Building or the Market Lot.
  - iii. Vendors shall remain within their Licensed Space during Market Hours and will not block aisles or high traffic areas.
  - iv. Sales shall be conducted in an orderly business manner. No shouting, calling, or other objectionable vending is permitted within the Market.
  - v. Vendors who bring their children to the Market will ensure that they are supervised at all times and not disrupting customers or other Vendors.

## **Approval**

The Market Clerk approves or rejects Vendor applications and accompanying product lists through the Manage My Market system. The Market Clerk reserves the right to refuse acceptance of any application or product that is not in keeping with the rules, regulations or standards of the Market as set out in the Bylaw, the Vendor's License Agreement, or in this Vendor Handbook.

## **New Products**

If a Vendor wishes to add new products to their approved items for sale, they must submit their new products to their Manage My Market profile. Vendors **must** wait for approval in writing from Market staff before the new product(s) can be offered for sale, display or sampling. New products must fit within and comply with the vendors current approved Vendor Category. Please send a detailed description of the requested product, with photographs of the item(s).

## **Definition of Good Standing**

A Vendor in good standing is a Vendor who is not or has not been in breach of their License Agreement, including consistent attendance, on time payment of License Fees, compliance with public health regulations, compliance with the Bylaw, and compliance with this Vendor Handbook. Any non-compliance notice(s) issued to a Vendor will be reviewed when determining whether a Vendor is in good standing.

## **Special Markets**

Any Special Markets will be managed at the direction of the Market Clerks.

## **Space Allocation**

### **Size of Vending Spaces**

The size of licensed space allocated to a Vendor is determined by the Market Clerk who will regard each approved Vendor's needs, space availability within the Market, and Vendor Category. The maximum amount of outside stall spaces assigned to each approved Vendor is three (3). Existing Vendors or new applicants may apply for multiple spaces, but allocation will depend on the space availability at the time of assignment. In accordance with Public Health Regulations, Vendors requiring hand washing sinks and access to electricity will be given priority for Licensed Spaces containing these amenities.

### **Sub-letting**

Vendors may not sell, assign, sub-let, license, or rent their assigned Licensed Space anyone else, including other approved Vendors.

### **Allocation**

The Market Clerk shall assign all Licensed space, taking into consideration the following:

#### **Table space**

The minimum assigned table space is four (4) feet. Assignment is at the discretion of the Market Clerk based on the following priorities in no particular order:

- a. Table layout and availability
- b. Vendor Category
- c. Length of the approved Vendor's Term; and,
- d. Uniqueness of the applicant's product list

#### **Booth space**

When assigning booth space, the Market Clerk will give preference to approved full-time, year-round Vendors. Assignment is at the discretion of the Market Clerk based on the following priorities in no particular order:

- a. Vendor Category
- b. Amenities required by the Vendor to comply with Public Health Regulations (hand washing, sink, electricity, etc.)
- c. Length of the approved Vendor's Term; and,
- d. Uniqueness of the applicant's product list

#### **Outdoor Stalls**

From April 1 to November 30, outdoor booth/stall spaces are allocated to approved Vendors by the Market Clerk in the following priority:

- a. Farmer Vendors
- b. Returning Vendors in good standing
- c. New full-season outdoor Vendors
- d. New partial-season outdoor Vendors; and,

- e. New occasional Vendors as previously arranged with the Market Clerk before Market Day.

## **Fees and Market Access**

### **Booth/Stall/Table Fees**

All License Fees are set annually by the City of Guelph

- a. Indoor License Fees are charged per linear foot of the booth/table, at a minimum of four (4) feet.
- b. Outdoor License Fees are charged per stall, to a maximum of three (3) stalls per Vendor.
- c. Electrical fees are calculated by on and off-peak usage and total kilowatt hours per appliance per week times the current hydro rate the City pays.
- d. Monthly Invoices/ License Fees will be issued on the last market day of the preceding month-Payment is due 2 weeks after receiving the invoice. For example: Invoices for March will be delivered the last week in February.
- e. All occasional and daily Vendor License Fees are due at the time of reservation, and prior to the applicable Market Day, with no exceptions.
- f. Payment can be made on-line with the City of Guelph or in person at the Market office with cash, cheque, debit or credit. If you choose to pay by cheque, please do not mail your payment to the City of Guelph. Cheques should be given in person to the Market clerk to avoid lost payments.
- g. If one (1) Vendor cheque is returned by the Vendor's financial institution (i.e. for non-sufficient funds), the City will accept only certified cheque, credit card, debit card or cash for all future payments.
- h. Non-payment or late payment of License Fees constitute a breach of the Vendor's License Agreement and may result in termination of the Vendor's License.
- i. A \$50.00 cancellation fee will be automatically charged to a Vendor's account should they not staff their Licensed Space during Market hours without sufficient notice given. This is in addition to the responsibility of the Vendor for the fee pertaining to that Market Day's Licensed Rental Space.
- j. Invoice cycles may be adjusted for seasonal vendors at the discretion of the Market Clerk.

### **Discount**

Full time year-round (indoor) and full time seasonal (outdoor) Vendors who pay their License Fee in advance will receive a 5% discount on their License Fees at the time of payment.

### **Access to Market Building, Vendor Identification and Swipe Cards**

Vendors can request to obtain a City of Guelph/Farmers Market access card issued by the City of Guelph. Based on good standing and length of rental attendance, Market Staff can choose to fulfill the request. If an access card is issued to a

Vendor, the card is mandatory for access and identification by those Vendors and their employees for access to the Market Building during the Vendor. Lost or damaged access cards must be reported to the Market Clerk immediately to ensure Market Building security. Failure to report a lost or damaged access card could result in a breach of the Vendor's License Agreement.

Access cards de-activate after 45 days of non-use. Vendors issued access cards are responsible for using their cards on the keypad at least once every 45 days to keep them active. Access cards requiring replacement due to vendor negligence or abuse may be charged a replacement fee of \$25.00

Access cards can be revoked at any point for reasons of non-compliance and non-good standing. Only one (1) access card is to be issued to each vendor listed on a License Agreement. Requests for additional access cards being issued for a vendor staff will be assessed and approved or denied by Market Staff.

Vendors with access cards have access to the Market Building on Thursday from 8 a.m. to 7p.m and on Friday starting at 8 a.m. overnight to Saturday (Market Day) at 2 p.m. Vendors must have their access cards with them for identification purposes. In the event a Vendor who has been issued an access card does not have it present with them and needs access to the market building, they will be let into the building providing they use the sign-in and sign-out form upon entry and exit. Lost access cards will be at a replacement fee of \$25.00 and will be added to the Vendor's account.

Vendors without access cards have access to the Market building according to the Market Clerks posted scheduled days. All Vendors without access cards must sign in and sign out upon entry and exit to the Market building. Only approved staff members listed on a Vendor's Manage My Market profile will be allowed entry to the market. Market Staff reserve the right to ask for identification upon entry.

All Vendors are expected to have vacated the building by 2 p.m. on Market Day. Vendors who remain in the Market Building after 2 p.m. on Market Day will be in breach of their License Agreement.

Vendors that require access to the Market building outside of Vendor Hours must request access in written form at least 48 hours in advance to Market staff for approval and to schedule an aggregable time for access. In an emergency outside of Market Hours, the Vendor may call the City's Bylaw Enforcement staff, who may provide access into the Market Building upon providing proof of identification and verification of the Vendor's access card.

**Bylaw Enforcement contact number: 519 822 1260 ext. 2345**

No Vendor shall open the Market building to the public or close the Market Building to the public. This includes the propping open of doors while at the Market. Any Vendor who leaves a door open and unattended is responsible for those that enter during any hours outside of 7am and 12pm on Market Day.

## **Refund Policy**

In accordance with the terms and conditions of the Vendor's License Agreement, if the License Agreement is terminated early by either the Vendor or the City, the Vendor may be entitled to a refund of any prepaid License Fees.

A Vendor is not entitled to a refund of any prepaid License Fees for any unapproved missed or absent Market Days during the Term of their License Agreement. A Vendor is not entitled to a refund should their Licence Agreement be terminated for reasons of conduct or non-compliance.

All approved refunds will be provided via cheque to the Vendor named in the Vendor's License Agreement.

## **Vendor Responsibilities**

### **Compliance**

Vendors are responsible for complying with the rules set out in this Vendor Handbook, the terms of their License Agreement, the Bylaw, and all other applicable municipal, provincial, and federal legislation and regulation (including Health and Safety regulations). Failure to do so may be grounds for immediate termination of the Vendor's License Agreement by the City, and immediate eviction of the Vendor from the Market Building.

Vendors are encouraged to seek clarification from the Market Clerk to better understand the compliance requirements.

The Market Clerk performs regular compliance checks and records the following:

- a. Health and safety regulations (including municipal and provincial health requirements)
- b. Compliance with approved product list
- c. Vendor attendance (including punctuality, set up and tear down)
- d. Vendor conduct
- e. Late payments

In the event of non-compliance, a Vendor will be issued a written Letter of Non-Compliance detailing the incident and the details, and may have a penalty fee applied directly to their account, should one be applicable to the infraction (i.e. lateness, non-scheduled absences, etc.). A Vendor may receive a maximum of two (2) written non-compliances prior to the termination of their License Agreement, depending on the nature and severity of the non-compliance(s). If any single non-compliance is judged to be of a serious nature (i.e. a serious safety concern), the Market Staff may immediately terminate the Vendor's License Agreement and remove the Vendor from the Market Property.

The City of Guelph reserves the right to appoint the Market Clerk, a Bylaw Enforcement Officer, a Public Health Inspector, or a Provincial Agriculture Inspector to visit not only the Vendor's Licensed Space, but also the Vendor's off-site farm, kitchen or workspace, etc., to verify compliance. Compliance is the responsibility of the individual vendor and not the City of Guelph.

## **Attendance and Punctuality**

Late arrivals and early departures disrupt the Market, are inconvenient for customers and can become a safety issue. Vendors that arrive late, set up late, depart early or tear down late will be in breach of their License Agreement.

**Set up/ Tear Down.** Vendors must be fully set up and ready to vend by 7:00 a.m. Removal of product cannot commence until the end of Market Hours (12 p.m.). Vendors must vacate the Market by 2:00 p.m. on Market Day. No vendor will be granted access to the market after 2 p.m. on Market Day, and any Vendor who has not vacated the building by 2 p.m. will be in non-compliance. No Vending activities may take place outside of approved Market Hours.

**Late Arrivals.** Vendors will be considered late and in non-compliance if they have not complied with the following by the designated opening time (7:00 a.m.) when attendance is taken:

- a. arrived at market
- b. completed setting up their booth; and
- c. moved vehicle out of parking lot. (Market Lot is reserved for customers from Jan 1 – Mar 31)

**Early Departures.** Vendors must keep their Licensed Space open for the entire Market Day and may not begin to tear down before designated closing time, regardless of product shortages or sell-outs. All vendors must leave the market area no later than 2:00 p.m. but no earlier than 12 p.m. If the Vendor must leave early because of exceptional circumstances notify the Market Clerk as soon as possible. The Market Clerk may or may not approve an early departure.

**Staffing.** Vendors must ensure that their Licensed Space is staffed and operating for the term of the License Agreement. Failure to staff and operate the booth will result in non-compliance and a \$50 cancellation fee applied to the Vendor's account.

## **Attendance Compliance**

At the discretion of the Market Clerk, a late or absent Vendor may receive up to two (2) written warnings prior to the termination of their License Agreement, and the Vendor's removal from the Market.

- a. Vendors must provide a minimum of seven (7) days' notice in writing to the Market Clerk for absences which are one (1) or more consecutive market days. Where applicable and at the discretion of the Market staff, vendors may be asked to clear and vacate their booth to allow for an alternate rental.
- b. Vendors are responsible for fees for reserved dates.
- c. If absence is not communicated with proper notice it may result in termination of the agreement.
- d. In the event where the leave is greater than two (2) weeks in length, Vendors must also provide their return date in writing. If a return date is not supplied, or the vendor fails to return on the date give, the license agreement may be terminated.

- e. In the event of a sudden illness or unforeseen emergency causing an absence, Vendors will be provided one instance where a rental can be removed, no non-compliance be issued nor a penalty fee.
- f. A vendor who requests a leave from the market due to sickness or otherwise, will be required to remove their items from their rented space in order to facilitate an alternate vendor. A Vendor who takes a leave of any kind will not have a spot reserved, held or guaranteed in any way should they request to return to the market at a later date.
- g. Vendors shall set their requested rental dates at the time of their Market Application. A Vendors requested space requirements and rental dates are then reviewed by the Market Clerk and through discussion with the Vendor, a set of rental dates are agreed upon and included in the Vendor's Licence Agreement. Should a Vendor require or request an alteration of rented dates or space allocation during their Licence Agreement, they need to submit a request to the Market Clerk in writing with a minimum of seven (7) days notice for any changes to be considered. Depending on space allocation and/or vacancy, a Market Clerk will determine if the changes can be made to the Vendor's scheduled dates. An amendment to a Vendor's contract is then produced, which is required to be signed by both the Market Clerk and the Vendor.
- h. A Vendor who requests to amend their Licence Agreement is required to have a meeting with market clerks for review.

## **Parking Lot Vending**

The Market Lot is identified in the By-Law as a reserved outdoor vending area between April 1 – Nov 30 on Saturday mornings from 7 a.m. to 12 p.m.

- a. **From December 1 to March 31** in accordance with the City's Traffic Bylaw (2002)-17017, as amended, the Market Lot is open on a first come, first serve basis for customer parking and is not considered an official vending space. A limited number of outdoor Vendors may be permitted to vend in the Market Lot between December 1<sup>st</sup> and March 31<sup>st</sup> at the Market Clerk's discretion. Applicants wishing to vend outdoors between December 1 and March 31 must provide a written request to the Market Clerk at least 48 hours in advance of the Market Day and make full payment of their License Fees at the rate of an outdoor stall if approved. Approved Vendors will be assigned outdoor space on a first-come-first-serve basis.
- b. **From April 1 to Nov 30:** To maintain pedestrian safety, the Market Lot is closed to all vehicular traffic between 6:45 a.m. and 12:15 p.m.

## **Electrical Appliances**

Vendors are responsible for supplying, maintaining, and repairing their own approved electrical appliances. Vendors will notify the Market Clerk if they are installing a new or replacing an existing electrical appliance in advance of its usage at the Market. All electrical appliances must be CSA or CLU and ESA compliant and

pre-approved by the City of Guelph prior to installation and use. Vendors must work with the Market Clerk to set-up an inspection time.

Every appliance must be approved by Market Staff prior to use at the Market. Failure to get an approval on appliance use prior to use will result in immediate non-compliance and the Vendor being asked to remove the appliance indefinitely.

At the beginning of each market year, an electrical appliance audit is conducted at which point all Vendor appliances are reviewed and inventoried. Revisions and adjustments to electrical fees are made at the same time.

All approved electrical appliances will be inspected by the City's Joint Health and Safety Team monthly to ensure continued compliance with all relevant regulations and legislation.

All improvements to existing wiring and plumbing for the benefit of the Vendor must be approved and coordinated by the City of Guelph, at the expense of the Vendor. The City of Guelph is not responsible for vandalism or damages to Vendor's equipment, and this should be included in the Vendor's policy of insurance.

## **Product Labeling**

- a. All pre-packaged food products must comply with the Nutrition Labeling requirements stipulated by Canadian Food Inspection Agency. All pre-packaged food products, not sold by the individual who prepared and processed the product, must comply with the Nutrition Facts Table requirements as stipulated by Canadian Food Inspection Agency.
- b. A Vendor selling meats, produce, honey and maple syrup must comply with Ontario Ministry of Agriculture Food, and Rural Affairs (OMAFRA) labeling requirements. It is the Vendor's responsibility to understand and implement the OMAFRA labeling for these products and not the responsibility of the City or City Staff. If these products are not labeled correctly, Vendors run the risk of heavy fines issued by OMAFRA compliance officers.

If a concern or complaint is issued to the City with regards to a Vendor's labeling standards, the Market Clerk will contact the appropriate organization and possible inspection of the product by the agency.

## **Vending Space Standards**

Professional product presentation, attractive displays and cleanliness are very important factors to consider when vending at the Farmers' Market. The following required standards are intended to enhance the customer experience and leave a lasting positive impression with customers and visitors. In addition, Farmers' Markets Ontario offers excellent tips and tools [www.farmersmarketsontario.com](http://www.farmersmarketsontario.com)

- a. Vendors are responsible for providing all display materials.
- b. Licensed table space includes the table surface area only.
- c. Merchandise and/or materials shall not be hung from ceiling, on walls or left on ledges or window frames without permission from Market staff.



- d. Any unsightly, unprofessional, or unsafe materials may be removed by the Market Clerk at their discretion and to ensure compliance with City of Guelph Health & Safety regulations.
- e. Electric coolers and refrigerator units are not permitted in the center section of the Market unless specifically requested in writing and approved by the Market Staff. Only under these approved circumstances can an appliance be used in the table section of the market and restrictions to this include only the use of refrigerators, and only those that do not exceed the height of the table when placed behind a Vendor's table. Under no circumstances can these appliances or any other appliances be situated on a table.
- f. Height of display shelving and/or fixtures can be no more than three (3) feet from table surface.
- g. Vendors are only permitted to use the Licensed Space assigned to them. No encroaching or extensions (i.e. Vendor-owned tables) will be permitted, and the Market Clerk reserves the right to remove any unauthorized tables. Regardless of vacant space next to a rented Vendor's Licensed Space, no Vendor allowed to use any additional open space that they have not rented.
- h. Vendors are responsible for all expenses associated to any improvements to their Licensed Space. No alteration or changes to the Market Building, Market Lot or other City property are permitted without prior written authorization from the Market Clerk.
- i. Vendors are able to decorate their assigned table by affixing objects to the table utilizing temporary tools and/or devices (i.e. tape or clamps).
- j. Vendors are responsible for ensuring all canopies and tents utilized for vending activities, are securely fastened. Umbrellas can easily become airborne and are not permitted as a shade source unless attached to a vendor vehicle. All approved tents must be weighted down with appropriate tent weights which are properly affixed to the tent. An appropriate/standard weight would be 20-40 lb per tent leg. During inclement weather vendors are responsible to make appropriate decisions with regards to setting up or taking down their tents for safety. Taking down a tent during Market hours should be avoided unless its an emergency and it presents a safety hazard to other vendors, customers or Market staff. A vendor will be asked to take down their tent/canopy should they not have weights for their tent on each Market Day, regardless of the weather.
- k. No product, garbage, organics or recycling (cardboard) to be left at the end of Market Day. Cardboard boxes may not be left for disposal by City Staff and must be removed by each Vendor and disposed of off-site. No garbage can be left in any Vendor space at the end of the day. If any garbage or recycling produced directly by a Vendor is left, that Vendor may be charged a standard disposal fee directly to their Vendor account.
- l. All food products are to be removed by the Vendors at the end of each Market Day, unless stored within an approved and operational refrigerator unit. As per regulations dictated by Public Health, any food product left in an approved refrigerator or freezer must have an

operational lock on it, ensuring that food product is not tampered with. A Vendor is responsible for the electrical fees for the running of their appliance.

- m. The City of Guelph is not responsible for a Vendor's lost, stolen or damaged product, including refrigerated products and rental equipment. This includes instances of power outages, breaker tripping, and routine maintenance on the electrical infrastructure performed by any City Staff. A Vendor assumes complete responsibility of product and potential product losses if and when they leave any product at the Market at any time.

## **Signage**

All full-time year round and seasonal Vendors are required (and encouraged) to display professional looking signs indicating their business name. All signage must be pre-approved in writing by the Market Clerk prior to installation, including alterations to existing signage. To obtain such approval, the Vendor must submit drawings and/or samples along with their written request for approval by the Market Clerk prior to installation. Signs shall not be permanently affixed to the Market Building, walls or tables. If a Vendor wishes to affix or alter the placement of a sign or banner to the Market Building walls or ceiling, they must obtain prior written approval from the Market Clerk, and such approved signs must be installed by City of Guelph staff.

## **Cleaning**

Vendors must maintain the cleanliness of their Licensed Space and are responsible to ensure that no garbage or waste material is deposited on or around the Licensed Space. This includes providing and utilizing refuse containers and emptying them at end of Market Day, as well as disposal of all cardboard off site. If a Vendor does not clean their Licensed Space and/or remove garbage or cardboard prior to leaving the Market, then the City will undertake to clean the Vendor's space and dispose of the garbage and cardboard, however all charges associated with such cleaning or garbage removal will result in additional fees charged to the Vendor as part of their License Fees.

- a. Vendors are supplied with food-grade cleaning supplies to be used to clean their Licensed Space by the City and are expected to follow instructions for their proper use. Vendors are responsible for following the Wellington-Dufferin-Guelph Public Health guidelines for the proper cleaning of all countertops, equipment, shelving and utensils.
- b. Vendors are responsible for sweeping any floor refuse into the center aisle, to be collected by City of Guelph cleaning staff. Vendors are responsible for mopping behind their Licensed Space, and cleaning sinks and counters of any food product, spills or marks.
- c. Licensed Space is inspected monthly by the City of Guelph Joint Health and Safety representative. Unsafe and/or unclean licensed spaces will be documented, and vendors will be notified by email detailing the specific action required to fix the issue. Vendors that do not comply within the timeframe given will be issued a non-compliance and the licensed space

will be temporarily shut down until the action is completed and inspected by the Market Clerk.

## **Conducting Business**

Vendor Spaces must be separately staffed, and a Vendor may not oversee more than one Licensed Space at a time. Asking other Vendors to oversee a booth and conduct sales in their absence is not permitted unless each booth is separately staffed.

## **Pricing**

All items offered for sale must have prices prominently and clearly displayed. Pricing should be fair to customers and fellow Vendors.

## **Farm Products Grades and Sales Act**

Vendors are responsible for compliance with the Farm Products Grades and Sales Act. Vendors must ensure that produce is sold by units or legal containers, such as bushel, 4-liter basket, quart, etc. If your product is sold by weight, the scale must be government inspected, with a valid sticker displayed. All produce should be correctly labeled and priced. Contact OMAFRA for more information [OMAFRA - Requirements for Farmers' Markets](#)<

## **Insurance**

All Vendors must obtain and maintain throughout the term of their License Agreement, a commercial general liability insurance policy with minimum general liability coverage of TWO MILLION (\$2,000,000) DOLLARS per occurrence to protect the Vendor and the City. The Insurance policy must be in the name of the Vendor, and must name the City of Guelph, 2 Gordon St., Guelph, Ontario, N1H 4G7 as an additional insured. While the Guelph Farmers' Market does carry basic Public Liability and Property Damage Insurance for the market building through the City of Guelph, any additional insurance coverage for the Vendor's Licensed Space is the responsibility of the individual Vendor. The City of Guelph bears no responsibility for any Vendor property at the market. Vendors are responsible for providing and ensuring their insurance is accurate, up to date and provided to Market Staff. Vendors will receive one (1) warning notification about expiring or incomplete insurance certificates before a non-compliance is issued should no Vendor action be taken to remedy the situation. No Vendor shall vend at the market under any circumstances without an accurate and current insurance certificate made to the above specifications.

## **Food Safety**

With the intent to prevent food-borne illness, every Vendor handling food products must maintain high standards of food safety and must comply with applicable Provincial and Federal Legislation. Wellington-Dufferin-Guelph Public Health is responsible for routine inspection of the Market to ensure compliance with the Ontario Food Premises Regulation 562 under the Health Protection and Promotion Act. Further information on food safety requirements at farmer's markets can be obtained by calling Wellington-Dufferin-Guelph Public Health at 1-800-265-7293 ext. 4753 or by visiting [www.wdgppublichealth.ca](http://www.wdgppublichealth.ca)

- a. **In-stall Storage.** Storage containers and equipment shall be confined to each Vendor's Licensed Space and should be kept out of sight.
- b. **High-Risk Foods.** No meat, poultry or any other high-risk food products shall be prepared onsite, in accordance with all CFIA, OMAFRA and Public Health regulations.
- c. **Alcohol.** No unauthorized alcoholic beverages may be consumed during Market Hours. Vendors authorized to sample VQA wines, craft beers, cider and fruit wines are exempt. [Alcohol Gaming Commission of Ontario - Farmers' Market](#)
- d. **Smoking.** No smoking or vaping is permitted in the Market or Market Lot.
- e. **Live Animals.** Pets and live animals are not permitted in the Market or the Market Lot under any circumstances with the exception of documented service animals.

## Resources

### Social Media Accounts

[Guelph Farmers Market Facebook](#)

[Guelph Farmers Market Instagram](#)

[Visit Guelph Facebook](#)

[Visit Guelph Twitter](#)

### Important Links, Policy & Contacts

City of Guelph – Farmers' Market webpage on Guelph.ca

[www.guelph.ca/farmersmarket](http://www.guelph.ca/farmersmarket)

City of Guelph Farmers' Market Bylaw (2009)

[Guelph Farmers' Market Bylaw document](#)

Electrical Safety Authority (ESA)

<https://www.esasafe.com/consumers/productsafety/marks>

[https://www.esasafe.com/assets/files/esasafe/pdf/Electrical\\_Product\\_Safety/ESA-ProductApprovalCard-Final-web.pdf](https://www.esasafe.com/assets/files/esasafe/pdf/Electrical_Product_Safety/ESA-ProductApprovalCard-Final-web.pdf)

Farmers' Market Ontario

<http://www.farmersmarketsontario.com/>

Ontario Ministry of Agriculture, Food and Rural Affairs

<http://www.omafra.gov.on.ca/english/food/inspection/mkt-opt3.htm>

Taste Real – Guelph Wellington Local Food

[www.tastereal.ca](http://www.tastereal.ca)

Visit Guelph – Tourism Services

[Visit Guelph](#)