

Guelph Farmers' Market

Vendor Handbook 2019 edition



Established in 1827
Operated by the City of Guelph



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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

1. 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.

2. Governance. **Market operations are governed by the Guelph Farmers' Market By-Law (2009) – 18874, as amended (the "By-law") as follows:**
 - a. Market Vendors are represented by a six (6) member volunteer Executive elected from the market membership. Executive Committee meetings are normally 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.
 - b. 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.
 - c. Role of Market Clerk. The operation of the Market is under the direct charge, care and management of the Market Clerk who has responsibility for the **administration of the Market, as well as 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, 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 Manager** of Culture 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.

d. Role of Executive Committee:

- i. 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.
- ii. At the request of the Market Clerk, makes recommendation relating to applications for similar or identical products or services which exceed the ideal market composition percentages as set out in this Vendor Handbook.
- iii. 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.

3. Management. The Market is operated by the Corporation of the City of Guelph **through the City's Public Services department.** Day-to-day Market operations are managed by the Market Clerk.

4. 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

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

6. 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.
- 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. 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

7. Vendors. A Vendor is a person, partnership, or corporation approved by the Market Clerk to provide, distribute, advertise or demonstrate any product or service 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. Exceptions may be made at the discretion of the Market Clerk.

Vendor Categories

8. Farmers – a Farmer is a person or farm company 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>
9. Food Reseller - a Food Reseller is a person or company who sells food purchased from a third party, and/or farm products where less than 65% of the products are home grown. Resale of non-food products is not permitted at the Market. 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>
10. Prepared Food Vendor – a Prepared Food Vendor is a person or company who sells food prepared by the Vendor.
11. Arts and Crafts Vendor – an Arts and Crafts Vendor is a person or company 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.

12. Other – not-for-profit groups/organizations may be approved by the Market Clerk to display community-based information on a case-by-case basis.
13. 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. The Market Clerk is responsible for maintaining a fair ratio within each Vendor category, with a priority given to Ontario Farmers. 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.
14. 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.
 - b. The Market Clerk will review all product lists submitted with the Vendor applications 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, and 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, or ticket sales of any kind (raffle, lottery, events, etc.) is not permitted at the Market.

Application Process

15. Vendor Agreement. **All approved Vendors shall 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. The License Agreement also 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.

16. Transfer of Business Ownership

A transfer of business ownership includes the following:

- i. An unauthorized assignment of the License Agreement;
 - ii. An unauthorized sublet by the Vendor;
 - iii. Sharing possession of the Licensed Space with another unauthorized Vendor;
 - iv. **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.
- b. 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.
- c. 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.
- d. Any vendor considering a transfer of their license agreement should contact the Manager of Culture and Tourism BEFORE any commitments are made.

17. Vendor Code of Conduct - Rzone. All Vendors will conduct themselves in a professional 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, as well as the City of Guelph's Rzone Policy found here:

<http://guelph.ca/living/recreation/facilities/rzone/>

- a. The Rzone is an operating procedure that identifies a code of conduct which applies to all City of Guelph recreation and cultural centres, facilities, parks and programs.
- b. The Rzone procedure enforces a set of expectations around violence, vandalism and inappropriate behaviour of participants and the general public.
- c. 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 Market hours.
- d. 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 Culture and Tourism. The City of Guelph has the authority to make the final decision on the outcome of the grievance and the penalties for non-compliance.
- e. 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 shall not be permitted in the Market Building or on City property including the Market Lot.
 - ii. Unauthorized alcohol and illegal drug use is 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.

18. Approval. The Market Clerk approves or rejects Vendor applications and accompanying product lists. 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.

19. **New Products.** If a Vendor wishes to add new products to their approved lists, they must submit a written request to the Market Clerk and wait for approval before the new product(s) can be offered for sale, display or sampling. New products must fit within and comply with the current approved Vendor Category. Vendors wishing to sell items which fall into a different Vendor Category, or if the addition of the proposed new products will put them in non-compliance with the currently approved Vendor Category, must submit a new Vendor Application for review by the Market Clerk. The new Vendor Application will not be considered an addition to the currently approved Vendor Application.
20. **Definition of Good Standing.** A Vendor in good standing is a Vendor who has contributed positively to the market community and customer base over the length of their License Agreement and 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.
21. **Waiting List.** Where there is no space for all approved Vendor Applications within the Market (including approved Vendor Applications from existing Vendors), the Market Clerk maintains an annual waiting list for applicants wishing to become a full time indoor Vendor or a full time outdoor seasonal Vendor. As space becomes available, approved Vendors will be offered a Licensed Space in accordance with the Licensed Space allocation process. Each approved Vendor will be added to the waiting list and offered a Licensed Space in the order that they submitted their Vendor Application. If an approved Vendor on the waiting list declines the Licensed Space offered to them, then the Licensed Space will be offered to the next approved Vendor on the waiting list. Approved Vendor Applications will be placed on the waiting list only during the calendar year in which they apply. The Market Clerk will begin a new waiting list at the beginning of every calendar year. All applicants remaining on the waiting list at the end of the calendar must re-apply for the following calendar year and will not be charged until their first booking.
22. **Special Markets.** Any Special Markets may separate application and selection process.

Space Allocation

23. **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). Farmers may be assigned up to twenty (20) feet of space indoors (booth or table) whereas all other Vendor Categories may be assigned a maximum of twelve (12) feet. 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.

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

25. Allocation. The Market Clerk shall assign all Licensed space, taking into consideration all of the following:

Table space: The minimum assigned table space is 6 feet [with the exception of occasional 4 foot tables]. 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. **Uniqueness of the applicant's product list; and,**
- d. **Length of the approved Vendor's Term**

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. **Uniqueness of the Vendor's product list; and,**
- d. **Length of the approved Vendor's Term.**

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.
- f.

Fees and Market Access

26. 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 six (6) 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 License Fees are due by the first day of the preceding License month for full time Licensed Spaces.
 - 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. **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.**
 - g. **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.**
 - h. A \$50.00 cancellation fee will be charged to any Vendor who does not staff their Licensed Space during Market Hours.
27. 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.
28. Vendor Identification and Swipe Cards. Full time year round vendors must obtain and wear a City of Guelph/Farmers Market access card issued by the City of Guelph. Access cards are required by all Vendors and their employees for access to the Market Building during the Vendor Hours using the swipe pad located at the two (2) main entrances. 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.**
29. Access to the Market Building. 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 without access cards have access on the Market Clerks scheduled days of work of Thursday and Friday from 8:30-4:30 when the office is open to the public. All Vendors are expected to have vacated the building by 2 p.m. 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 at least 48 hours in advance. If access is approved outside of Market Hours, the Vendor must 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

30. 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.

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

Vendor Responsibilities

31. Compliance. Vendors are responsible for complying with the rules set out in this **Vendor Handbook, the terms of their License Agreement, the City's Rzone Policy, 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 weekly 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, at the discretion of the Market Clerk, a Vendor may receive a maximum of two (2) written warnings prior to termination of their License Agreement, depending on the nature and severity of the non-compliance. If, at the discretion of the Market Clerk, the non-compliance is judged to be of a serious nature

(i.e. a serious safety concern), the Market Clerk 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.

32. 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.

a. Set up/ Tear Down

Vendors must be set up 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 Vending activities may take place outside of approved Market Hours.

b. Late Arrivals. Vendors will be considered late if they have not complied with all of the following by the designated opening time (7:00 a.m.) when attendance is taken:

- i. arrived at market;
- ii. completed setting up their booth; and
- iii. moved vehicle out of parking lot. (Market Lot is reserved for customers from Dec 1 – Mar 31)

c. 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. All vendors must leave the market area no later than 2:00 p.m. If the Vendor must leave early because of exceptional circumstances notify the Market Clerk as soon as possible, and the Market Clerk may or may not approve an early departure.

d. 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 a \$50 cancellation fee **applied to the Vendor's** account.

e. 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.

- i. 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. The rental space must be clear and vacated for other rentals.
- ii. Vendors are responsible for fees for reserved dates.
- iii. If absence is not communicated with proper notice it may result in termination of the agreement.
- iv. 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.

33. Parking Lot Vending

- a. 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. Vendors who have reserved outdoor space have first priority in the lot, and Vendors moving their product inside must work around them. A sign clearly stating the parking regulations is posted at the entrance of the Market Lot.
- b. 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 1st and March 31st **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.
- c. 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.

34. Electrical Appliances. Vendors are responsible for supplying, maintaining and repairing their own approved electrical appliances. Vendors will notify the Market Clerk if they are replacing an 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. Please allow up to two weeks for approval of new equipment. Vendors must work with the Market Clerk to set-up an inspection time.

All approved electrical appliances will be inspected by the City's Joint Health and Safety Team on a monthly basis 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.

35. 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 in regards to a Vendor's labeling** standards, the Market Clerk will contact the appropriate organization for advice and possible inspection of the product by the agency. The City takes no responsibility for advising or failing to advise Vendors on appropriate labeling practice.

36. 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

- 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.

- 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.
- 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.
- 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. All approved tents must be weighted down and blocks are to be painted a bright colour to prevent a tripping hazard.
- k. No product, garbage, or recycling (cardboard) to be left at the end of Market Day in any Vendor's Licensed Space. Cardboard boxes may not to be left for disposal by City Staff and must be removed by each Vendor and disposed of off-site.
- 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 which the Vendor is pays electrical fees for.
- m. **The City of Guelph is not responsible for a Vendor's lost, stolen or damaged product, including refrigerated products and rental equipment.**

37. 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 a sign to the Market Building walls, they must obtain prior written approval from the Market Clerk, and such approved signs must be installed by City of Guelph staff.
38. 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.
39. 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.
40. Pricing. All items offered for sale must have prices prominently and clearly displayed. Pricing should be fair to customers and fellow Vendors.

41. 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<](#)
42. 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 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.
43. 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**
- 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. Alcohol. No unauthorized alcoholic beverages may be consumed during Market Hours. Vendors authorized to sample VQA wines, cider and fruit wines are exempt. [Alcohol Gaming Commission of Ontario - Farmers' Market<](#)
 - c. Smoking. No smoking is permitted in the Market or Market Lot.

- d. 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

2017 – 2019 Vendor Executive:

Farmer: Dana Thatcher – Thatcher Farms

Farmer: Matthew Carere – Cedarvale Farms

Prepared Food: **Andrew Crawford -C3 Culinary 2018/2019**

Food Reseller: Mary Ann Kenny – **Kenny's Produce**

Arts & Crafts: **Lisa Byers - LJ Turtle Aromatherapy**

Other - Vacant

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

www.guelph.ca/farmersmarket

City of Guelph Farmers' Market Bylaw (2009)

[Guelph Farmers' Market Bylaw document](#)

City of Guelph RZone Policy

[RZone Policy](#)

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

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

Visit Guelph – Tourism Services

[Visit Guelph](#)