



## - 2019 VENDOR RULES & REGULATIONS -

### 1.0 NAMES AND DEFINITIONS

- 1.1 The name of the market is the "Junction Farmers Market" and may be referred to as "the Market" within these rules and regulations "the rules".
- 1.2 The Junction Farmers Market "Board of Directors" ("BOD") is a group of local community organizers deemed with governing the Market as inscribed by the Market incorporation by-laws.
- 1.3 The "Market Manager" is either a person appointed by the Junction Farmers Market Board of Directors, or a member of said Board, who manages the Market site before, during and after Market operating hours on each Market day.
- 1.4 A "Vendor" is a farmer or processor of locally-sourced goods who has applied for and been granted permission to participate in the Junction Farmers Market by the Market Board of Directors.
- 1.5 A "Space" refers to the 10 (ten) foot frontage area occupied by a Vendor within the Market site.

### 2.0 LOCATION

- 2.1 The Junction Farmers Market shall operate in a site occupying the space at 2960 Dundas Street West, Toronto, Ontario, commonly referred to as the "Junction Train Platform".

### 3.0 DATE AND TIME

- 3.1 For the duration of the 2019 season, the Junction Farmers Market shall operate from 9:00 am to 1:00 pm each Saturday from May 25, 2019 to November 2, 2019.
- 3.2 The site shall open at 8:00 am for setup.
- 3.3 The site must be vacated by no later than 2:00 p.m.

### 4.0 APPLICATION PROCESS

- 4.1 Participation is by invitation only.
- 4.2 Any person, farm or company wishing to apply for a Vendor space to participate in the Junction Farmers Market shall submit an application to the Market Board of Directors.
- 4.3 Vendor applications will be reviewed by the BOD to determine the quality of products in addition to ensuring diversity and compatibility of products weekly and throughout the market season. **Only complete applications will be considered.** The Junction Farmers Market Board of Directors has full discretion in approving applications.

- 4.4 The Junction Farmers Market Board of Directors has the right to refuse any Vendor application or product.
- 4.5 Approved Vendors will be issued a vendor agreement and agree to remit \$40.00 per Market day (\$960.00 per season) for a space measuring no greater than 10 (ten) feet wide. The fee must be submitted together with a signed copy of the Rules and Regulations and Code of Conduct, no later than May 25, 2019.
- 4.6 Vendors must supply the Junction Farmers Market with a complete list of products to be sold and at what times of the season. This information must be completed in the application process. The Junction Farmers Market Board of Directors must be informed, in writing, of any additions or deletions to that list as the season progresses.
- 4.7 Vendors that sell products advertising or requiring specific certification (organic, prepared food, gluten-free) must submit a copy of their certification papers along with their application for filing and carry copies each week that the Vendor participates.
- 4.8 To keep Market Patrons informed, growing methods must be clearly designated and advertised as:
  - Certified Organic
  - Non- Certified Organic
  - Conventional
  - If other, Vendor must specify in the application.
- 4.9 The Junction Farmers Market reserves the right to consider one time exceptions to these rules on an ad hoc basis. Vendors who are concerned that they may be in breach of one or more of the rules are obligated to notify the Market Manager or Board of Directors. The decision of the Junction Farmers Market will be final.

## 5.0 PRODUCTS

- 5.1 The Junction Farmers Market is open for the sale of approved locally grown, produced or processed products from approved growers, producers or processors whose name, address (farm registration number, if applicable) and signature appear on an approved Vendor application.
- 5.2 All food products must be grown or produced in Ontario.
- 5.3 All Vendors are open to inspection by the Ontario Ministry of Agriculture, Food & Rural Affairs or the Toronto Public Health Department at any point during the season. All produce must be labeled according to provincial and federal regulations.
- 5.4 Primary products must be identified on application and an adequate supply must be brought each week the Vendor participates to ensure participation until the end of the Market day.
- 5.5 70% of produce presented for sale must come directly from the Vendor's farm, or land directly under their management. Additional (supplementary) produce/food products sold must be local, in season and included in the Vendor application. Any supplementary products not indicated in the application must be approved in advance, in writing, by the BOD or Market Manager. All supplementary products must be clearly labeled with the name or company that they came from. All supplementary products are subject to the same rules and regulations as Vendor products.
- 5.6 It is understood that not all ingredients in processed foods can be obtained from a known local source, but the main ingredients of processed goods should be grown or produced in Ontario, (i.e. strawberries in strawberry jam, blueberries in a blueberry pie, meat in a sausage).
- 5.7 No produce and/or prepared foods sold at the Market can originate from any Food Terminal or retail outlet.

- 5.8 Representatives from the Junction Farmers Market have the right to visit any Vendor's place of business and/or farm, where all required documentation must be supplied and Market protocol be met. Visitation will be mutually arranged between the Board of Directors and the Vendor.
- 5.9 No Vendor shall bring to or offer or expose for sale in the Market any tainted or unwholesome products, or anything marketable or marketed weighing less, counting less or measuring less than what the Vendor asserts the same to weigh, count or measure.
- 5.10 The Junction Farmers Market will not allow a monopoly of a single product or product category. The Market will endeavour to protect the interest of all vendors by permitting the sale of similar products by different vendors while not oversaturating any one product or product category.

## 6.0 TENANCY AND OPERATIONS

- 6.1 It is the Vendor's responsibility to ensure all staff and/or help working the Market Space reads, understands and complies with the Rules & Regulations of the Junction Farmers Market.
- 6.2 Pre-paid stall assignments will be guaranteed until 9:00 am on Market day. After this time, vacant spaces will be allocated on a first come, first served basis to other vendors and usage.
- 6.3 Vendor spaces will be allocated by the Market Manager on the first Market day (Saturday, May 25, 2019). Spaces allocated on the first Market day will remain the same for the rest of the 2019 season, though are subject to change at the discretion of the Market. Any vendor preferred shifts or changes of Vendor space location must be approved by the Junction Farmers Market.
- 6.4 Missed Days: The Market Manager must receive notification of cancellation by Friday at 12:00 pm before Saturday's Market. Refunds are not available for market days missed. Vendors who do not show up for the market, and were not pre-paid, will not have spaces held for them for future markets without pre-payment.
- 6.5 Space Size: All vendors must confine their presentation to within the contracted Vendor space. **Additional space may be requested well in advance of the market and may be subject to additional fees.**
- 6.6 Vendor spaces can be shifted at the discretion of the Market Manager.
- 6.7 Vendors are required to provide their own tables, shelters and any other equipment required for the operation of their space.
- 6.8 Electricity: Electrical outlets are limited. Please notify the Market Manager regarding your needs. Vendors must apply for electricity use, though it is not guaranteed.
- 6.9 Vendors are required to have well-maintained, up-to-date signage clearly indicating their business name and products.
- 6.10 The Market will operate in rain or shine. The Junction Farmers Market does not have weather provisions for Vendors.
- 6.11 Each Vendor may be subject to inspection by the Market Manager at any time.
- 6.12 It is the Vendor's responsibility for compliance with all applicable laws, by-laws, ordinances, regulations, requirements, codes and standards, including those with respect to fire, safety, health and environmental matters and shall ensure that all equipment, materials and goods used by the Vendor so comply.
- 6.13 It is the Vendor's responsibility to comply with all applicable Provincial and Federal Sales Tax laws.
- 6.14 The Vendor agrees to accept full responsibility for any loss, damage or accident occurring on the Market as the

result of negligence or willful default on part of the Vendor.

- 6.15 Insurance: The JFM has limited liability insurance coverage. This does not cover incidents that are directly attributed to a Vendor's product or actions. We suggest and encourage that all Vendors carry their own insurance in addition to the coverage provided by the Market. Prepared Food Vendors must have liability insurance or sign a waiver not holding the market responsible for any associated liability.
- 6.16 No Vendor shall transfer or assign their permit or sublet or allow any other person(s) to occupy their Space without the approval of the Market Manager.
- 6.17 The Market Manager may require the closure and or vacation of the Market premises by any Vendor or Vendor staff member for any reason without notice at any time during Market operation hours.
- 6.18 The Junction Farmers Market may at any time, at its sole discretion and without notice, cancel any or all Vendor spaces should the BOD consider it necessary to do so.

## **7.0 PARKING AND VEHICLES**

- 7.1 The market site does not include space for parking Vendor vehicles. It is the Vendor's responsibility to park in an adequate location off the Market site. There are several parking options in the vicinity of the Market site, including a Green P parking lot and street parking.
- 7.2 The Junction Farmers Market will provide, when possible, aid to Vendors in carrying products between vehicles and the market site. The Junction Farmers Market will not be held responsible for any damaged products or equipment that may result from a Vendor accepting this support.
- 7.3 The Junction Farmers Market will not be held responsible for parking fees, parking tickets or any other parking infractions incurred by the Vendor.

## **8.0 CLEANING AND SANITATION PRACTICES**

- 8.1 Vendors must comply with all Public Health and safety regulations independently and provide the applicable certificates of inspection related to the type of products sold. Certificates can be included with application or presented upon request.
- 8.2 Waste - The market is striving to become zero-waste, and we greatly appreciate your support and contribution to these efforts. Vendors are encouraged to offer reusable, compostable or recyclable packaging that are within [City of Toronto waste guidelines](#).
- 8.3 A waste container is required in front of your booth if you are selling or giving out products that will result in immediate waste (i.e. sample cups, plates). Please take time to sort these items into the appropriate waste bins.
- 8.4 Every Vendor shall be responsible for the condition of the area around their space during Market operation hours and shall clean their space prior to vacating the premises each Market day. No items or waste shall be left in the Market site at the end of each Market day.
- 8.5 Smoking is prohibited in the designated Market site.
- 8.6 The use of sound/audio amplification of any kind is prohibited, unless specifically permitted by the Market Manager.