



GENERAL MARKET RULES & REGULATIONS

CORPORATION OBJECTIVE

To provide a venue where local farmers, producers, and artisans come together to provide a variety of fresh produce and related products directly to the consumer. The market encourages direct communication between consumers and growers, fosters social gathering and community building, and promotes nutritious food choices.

CATEGORIES OF VENDORS

“FARMER” means a farmer who sells product, 100% of which they have grown or raised. No “FARMER” may sell produce or food items that has been purchased for resale.

“FARMER/RESELLER” means a farmer who sells produce which they have grown or raised and in addition sells NO MORE THAN 50% of Annual Market Sales of agricultural products grown in Ontario which have been purchased for resale. All produce NOT grown in Ontario must be identified with a label of origin.

“FOOD PRODUCER/BAKED GOODS” means a Vendor who sells food items that they have personally made. No Vendor in this category may sell produce or food items that have been purchased for resale.

“ARTISAN” means a Vendor who sells works of art or handcrafted items that they have created. No Artisan may sell items that they have purchased for re-sale unless that item has additional **creative** work done to it by the vendor. If in question, the acceptance of “additional creative work” will be determined by the Vendor Selection Committee.

“SPECIALTY VENDOR” means a Vendor not included in the categories of Farmer, Farmer/Reseller, Food Producer/Baked Goods or Artisan who can be considered an asset to the market.

“GUEST VENDOR” means a Vendor whom the Board feels would be an asset to the Market who only attends the market occasionally.

“CHARITABLE GROUP VENDOR” means a charitable organization wishing to raise monies for a non-profit or charitable activity. The groups must be non-partisan and are prohibited from selling any products or raffle tickets unless authorized.

“RESELLER VENDOR” means a Vendor that has been accepted to the market to add produce and food products that are NOT AVAILABLE at the market. Resellers are seen as complementing the market and not as competition to existing local vendors. See “Reselling Policy”.

RESELLING POLICY

- a) The Market Coordinator and the Board of Directors will conduct periodic reviews of the produce/product list being offered for sale in the market. If local produce or food products become available, then the right to resell that item may be withdrawn from the Reselling vendor at the beginning of the next lease period.
- b) Applications to resell must include specific item-by-item descriptions of produce and products for sale. No new items can be added after the application has been approved.
- c) Packaging must clearly identify the name of the producer and the location of the producer in addition to all other provincial and federal labeling regulations.
- d) All Resellers and Farmer/Resellers must display the OFFM-provided “Reseller” sign at the front of their booth with lists all items being resold and the producer’s name.

FULL-DISCLOSURE

Our Market is founded on being honest with our customers. Our Farmers, Farmers/Resellers and Resellers must display Market-provided signage that fully discloses what is grown on their farm and what is resold. Please refer to our Reselling Policy for details.

USE OF THE WORD “ORGANIC”

To maintain the spirit of Full-Disclosure at Our Market, Vendors are only allowed to use the word “organic” on their products, signage, packaging and/or labels if they are “certified” by a third party agency. OFFM reserves the right to ask for and view documentation.

ADMISSION TO THE MARKET

- a) Any person wishing to have a stall and/or table at the market must submit to the Vendor Selection Committee a fully completed Vendor Application Form. Photos of their products and the production facility may be requested from New Vendors.
- b) The Vendor Selection Committee may, in their discretion, approve or deny any application for status as a Vendor and shall provide the applicant with an explanation for any refusals. Applications may be approved in full or in part.
- c) Once you are accepted as a Vendor, you will be issued an Invoice for fees. Any payment towards your Invoice will constitute Acceptance of all Market Rules & Regulations; Code of Conduct; and Hold Harmless Agreement.
- d) No Vendor may set up unless fees have been paid.

SITE AND PRODUCT INSPECTION

Production sites of all Vendors are subject to inspection at the discretion of the Board.

CORPORATION MEMBERSHIP

Membership in the Corporation of the Orillia Fairgrounds Farmers’ Market is mandatory for eligible Farmers’ Market vendors.

Membership entitles vendors who attend a minimum of 13 Farmers’ Markets during the Outdoor Season to the following:

- a) Voting privileges at that year’s Annual Meeting; and
- b) Opportunities for Board positions (after 2 full outdoor seasons).

Participation on Board Committees and Access to Board Meeting minutes is available and encouraged for all vendors, regardless of Membership status.

All vendors are entitled to Limited liability insurance coverage but all vendors are strongly encouraged to carry their own liability insurance.

VENDOR PRIORITIES

Vendors may come from anywhere in the Market Region. Preference will be given to Farmers who farm within 50 km of the Market.

In order to maintain OFFM status as a Farmers’ Markets Ontario Verified Farmers Market, priority for Vendor acceptance is given in the order of Vendor Categories: Farmer, Farmer/Reseller, Food Producer/Baked Goods and Artisans.

The frequency with which Specialty Vendors, Guest Vendors and Charitable Group Vendors have access to a stall is at the discretion of the Vendor Selection Committee.

It is the intention of the Board to create a thriving commercial environment for all Vendors. Therefore, each Vendor application is accepted only after assessing its possible impact on the existing vendorship and product ratio.

SITE ALLOCATION (OUTDOOR BOOTH SPACES ARE 10' x 10')

- a) Limited space is available for vendors requiring power. Market management reserves the right to re-assign stalls at their discretion, i.e. to permit a vendor requiring power to be allocated to another stall when the stall is being used by a vendor whose product does not require a power supply.
- b) All vendors must respect the booth size and not interfere with walkways, customer access to neighbouring stalls or the flow of customers through the market.
- c) Every effort will be made to give Vendors the same location each week.
- d) Occasionally attending vendors will be situated as deemed appropriate by the Market Coordinator on the day of the market. Allocated stall space priority is given to farm products.
- e) Vendors must keep their stall space and surrounding area clean and remove all debris at the end of the day. Vendors must take their garbage home with them at the end of each market day.

SIGNAGE

- a) Vendors must have a sign identifying their business name and location.
- b) Signage must remain within a reasonable area outside of their stall. For example, no signage shall impede a clear walking path.
- c) Sandwich boards may not protrude beyond 18" from the front edge of the tent and must not interfere with pedestrian and/or vendor traffic.
- d) All Farmer/Resellers must display the OFFM-provided "Reseller" sign at the front of their booth with lists all items being resold and the producer's name.

ATTENDANCE

- a) Vendors are expected to arrive in a timely fashion at least **30 minutes** before the start of the market. No vehicular traffic will be allowed within the field after this time.
- b) All vendors must be in attendance and remain set up for the full duration of each market day.
- c) There can be no early knock-down or departure before the end of the market day, except where dictated by extreme weather conditions or by permission of the Market Coordinator.

CANCELLATIONS

Unavoidable events happen! Please let the Market Coordinator know if you cannot attend a scheduled day due to unforeseen circumstances. Credits to your season Invoice must be requested by a vendor to be considered.

APPLICATION SUBMISSION

The Vendor applicant agrees that by submitting the Market Application form, they agree to the Rules and Regulations of the market and will abide by the Market's Code of Conduct.

The rules, regulations and procedures for the Orillia Fairgrounds Farmers' Market have been developed to provide the best possible environment for vendors to sell their products in a friendly and professional setting. We appreciate your cooperation in meeting this objective and welcome your written suggestions for improvement at any time.

When the vendor application has been accepted and approved for current season membership, the Vendor further agrees that they shall not hold the Market, the Orillia District Agricultural Society (ODAS), the Township of Severn or their officers, directors, members and/or employees responsible for any loss or damage, however incurred.