



The 2nd Annual Butter Tart Festival

Saturday, May 18, 2019

ODAS Park • 4500 Fairgrounds Road • Severn, ON • L3V 0Y2
Saturdays • 8:00 a.m. to 1:00 p.m.

Tell us about yourself: Farmer Farmer/Reseller Food Producer/Baked Goods Artisan Reseller

Name: _____ Business Name: _____

Address: _____ City: _____ Postal Code: _____

Phone: _____ Cell: _____ Email: _____

Stall Space Requested: 1 stall = \$50 2 stalls = \$75 3 stalls = \$100

Payment Calculation:

Stall Fee: \$ _____

+13% HST: \$ _____

TOTAL PAYMENT: \$ _____

Payment Options:

Cash

Cheque made to:
Orillia Fairgrounds Farmers' Market

Email Money Transfer sent to:
ManagerOFFM@gmail.com

Applications (and cheques) can be mailed to:
Orillia Fairgrounds Farmers' Market
4500 Fairgrounds Road
Severn, ON L3V 0Y2
Attn: Nadia
Or emailed to ManagerOFFM@gmail.com
Or dropped off any Saturday from 8 a.m. to 1 p.m.

Product List: Please be very specific. If you would like to add more items to your list after your application has been accepted, this request will need to be made in writing to the Market Manager.

VENDOR PRODUCE LIST: PLEASE SPECIFY ALL OF THE ITEMS THAT YOU PRODUCE AND WOULD LIKE TO SELL AT YOUR BOOTH. EACH ITEM WILL BE INDIVIDUALLY CONSIDERED:

PLEASE LIST ALL OF THE ITEMS THAT YOU DO NOT PRODUCE AND WOULD LIKE TO RESELL AT YOUR BOOTH. EACH ITEM WILL BE INDIVIDUALLY CONSIDERED. ADD ANOTHER PAGE IF NEEDED: (SEE FARMERS/RESELLER, RESELLER AND RESELLING POLICY)

Applicant's Signature verifies that the above is true and correct:

Signature

Accepted by Market Manager/ Board Date: _____

NOT Accepted by Market Manager/Board Date: _____

Do you operate in a Health-Inspected Kitchen? Yes / No

If Yes, provide documentation.

Egg Grading Station # _____

Are you licensed to sell chicken/dairy? Yes / No

If yes, provide documentation.

License # _____



SIGNATURE PAGE

I, and any staff representing me have read and agree to abide by the Orillia Fairgrounds Farmers' Market Rules and Regulations, The Orillia Fairgrounds Farmers' Market Code of Conduct. I have also read, understand and agree to the terms of the Orillia Fairgrounds Farmers' Market Hold Harmless Agreement.

Name: _____

Signature: _____

Business Name: _____

Dated: _____



RULES & REGULATIONS

CORPORATION OBJECTIVE

To provide a venue where local farmers, producers, crafters 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

- a) **"FARMER"** means a farmer who sells product, 100% of which he or she has grown or raised him or herself. No "FARMER" may sell produce or food items that he or she has purchased for resale.
- b) **"FARMER/RESELLER"** means a farmer who sells produce which he or she has grown or raised him or herself and in addition sells NO MORE THAN 50% of Annual Market Sales of agricultural products grown in Ontario which he or she has purchased for resale. All produce **NOT** grown in Ontario must be identified with a label of origin.
- c) **"FOOD PRODUCER/BAKED GOODS"** means a Vendor who sells food items that he or she has personally made. No Vendor in this category may sell produce or food items that he or she has purchased for resale.
- d) **"ARTISAN"** means a Vendor who sells works of art or handcrafted items that he or she has made him or herself. No Artisan may sell items that he or she has 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 Board and the Market Manager.
- e) **"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.
- f) **"GUEST VENDOR"** means a Vendor whom the Board feels would be an asset to the Market who only attends the market occasionally.
- g) **"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 by the Market Manager.
- h) **"RESELLER VENDOR"** means a Vendor that has been accepted to the market to add produce and food products that are NOT AVAILABLE on the market. Resellers are seen as complementing the market and not as competition to existing local vendors. See "Reselling Policy".

RESELLING POLICY

To reduce the cross-competition potential, the following rules are to be followed:

- a) The Market Manager 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 until the next meeting of the Vendor Committee of the Board of Directors.
- 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-approved "Reseller" sign at the front of their booth with lists all items being resold and the producer's name.

FULL-DISCLOSURE

Our Market prides itself 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. The Market Manager reserves the right to ask for and view documentation.

VENDOR STATUS

Status for all Vendors (except Guest Vendors /Casual or Charitable Groups) lasts from the date of acceptance of the Vendor's Application through to December 31st of that year. Status as a Guest Vendor or Charitable Group Vendor lasts only for the designated day(s) approved by the Market Manager and/or Board.

CORPORATION MEMBERSHIP

Membership in the Corporation for the Orillia Fairgrounds Farmers' Market is mandatory for vendors. Membership entitles vendors who attend a minimum of 13 markets to the following:

- a) Voting privileges at the Annual General Meeting
- b) Opportunities for Board positions
- c) Participation on Board Committees
- d) Access to Board Meeting minutes

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

ADMISSION TO THE MARKET

- a) Any person wishing to have a stall and/or table at the market must submit to the Market Manager a fully completed Vendor Application Form, Hold Harmless Agreement, Product List, and Photos of their products and the production facility, together with the required fees.
- b) A screening committee consisting of the Market Manager and at least three Directors shall screen applicants and products to be sold. Those applications approved by the screening committee must then be ratified by the Board on an annual basis. Any amendments to the product list are subject to approval by the Market Manager.
- c) The Manager and Board 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.
- d) Stall and membership fees for applications that are not approved shall be returned or, if already deposited, the funds will be reimbursed. The cashing of an applicant's cheque does not necessarily mean that your application is approved.
- d) Once you are accepted as a Vendor, there will be no refund of any fees unless decided otherwise by the Board.
- e) No Vendor may set up unless fees have been paid.

SITE AND PRODUCT INSPECTION

Production sites of all Vendors are subject to inspection, with or without notice at the discretion of the Market Manager and/or Board.

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.

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 Market Manager and/or Board.

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

- a) All Vendors are to provide their own 10' x 10' tent(s). 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 10'x10' stall 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 who attend 13 consecutive weeks or more the same location each week
- d) Occasionally attending vendors will be situated as deemed appropriate by the Market Manager 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. Market garbage containers are for the convenience of customers only. Vendors must take their garbage home with them at the end of each market day.
- f) All tents must be safely secured. Vendors may not set up a tent if not securely anchored.

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 Resellers and Farmer/Resellers must display the OFFM-approved "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. (7:30 a.m.)
- 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 Manager.

CANCELLATIONS

Please email (ManagerOFFM@gmail.com) or Phone/Text (249-385-5549) the Market Manager by the Wednesday prior to Market Day so that your stall can be reassigned. Please be advised that vendors who do not notify the Market Manager by this deadline on more than two occasions during a season may forfeit their regular Vendor Spot and may be relocated within the Market.

APPLICATION FEE – Vendor applications must include a \$10.00 + HST application fee.

INSURANCE FEE – A MANDATORY \$25.00 + HST an insurance fee is due from every Vendor who sets up at the Market.

TODS SIGNAGE FEE – Since 2015, every Vendor will be charged \$1.00 (no HST) for every week of market set-up to pay for TODS (Tourist-Oriented Directional Signs). These are the blue way-finding signs posted by the government on highways and ramps.

Please combine the Administration Fee, Hydro Fee (if applicable) and your Table Fee in one cheque.

NOTE: There is a \$50.00 fee for NSF cheques. Signed and completed copies of vendor applications (and supporting materials) must be submitted to the Market Manager or mailed to the address on the Vendor Application or emailed to the Market Manager. Emailed Applications will only be accepted if all supporting documents are included and are followed by an email money transfer to the Market Manager.

The Vendor applicant agrees that in signing the Market Application form(s), he/she agrees 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.



CODE OF CONDUCT

The **Orillia Fairgrounds Farmers' Market** provides a dynamic opportunity for the sale of local farm produce, food products and artisan products. The primary purpose of the Code of Conduct is to ensure the market environment is enjoyable, safe and secure for the public, vendors, and all market participants.

As a vendor of the Orillia Fairgrounds Farmers' Market, I will:

- Conduct myself in a courteous and respectful manner towards the public and all market participants;
- Comply with all Health Department rules and regulations and observe provincial and federal food legislation;
- Refrain from using language which is offensive, threatening or intimidating to others and/or any behaviour that interferes with the rights or working/selling opportunities of other vendors;
- Refrain from participating in the market under the influence of alcohol or drugs;
- Operate vehicles or equipment in a safe and responsible manner;
- Follow a no-smoking policy;
- Respect and adhere to the Rules and Regulations established by the Orillia Fairgrounds Farmers' Market.

A report of failure to comply with any component of the Code of Conduct or the Rules and Regulations will be assessed and investigated by the Market Manager. Violations of the code will result in the Market Manager and/or the Board taking disciplinary action appropriate to the severity of the violation.

REVOCAION OF VENDOR STATUS

All vendors must adhere to the Vendor Code of Conduct. **Anyone who fails to do so may have his or her status as a Vendor revoked for the balance of the year and may result in a permanent ban from the market.**

Vendors will be given a verbal warning for a first offense and a written warning for a second offense. For a third offense, the Vendor will be asked to leave the market immediately and will be given written notice of the revocation of their status as a Vendor. Fees will not be reimbursed to a Vendor whose status has been revoked.

All warnings will be given by the Market Manager, together with a member of the Board acting as witness. Warnings do not need to be for the same offense to add up to three.

By way of my signature on the Vendor Application Form, I indicate my understanding and acceptance with this Code of Conduct and the Rules and Regulations of the Orillia Fairgrounds Farmers' Market and agree to comply with the intention of these documents.



HOLD HARMLESS AGREEMENT

By signing the Vendor Application, you agree that you, your family, business, farm, club, or organization will be responsible for its own security at all times while in attendance at the Orillia Fairgrounds Farmers' Market. You indemnify and hold harmless the Orillia Fairgrounds Farmers' Market and the Orillia District Agricultural Society (ODAS), their board of directors and representatives, and the Township of Severn and its representatives, from any damage, loss, or theft to you, your representative(s) or your property, which might occur during your participation at the Orillia Fairgrounds Farmers' Market.

You further agree to accept sole liability for the consequences, legal or otherwise, of any injury or loss to persons, whether vendors or market visitors; or any injury, damage, or loss to the property of vendors or market visitors; that results from your failure to properly guard and secure your tent, or which results from your failure to guard and secure any other item constituting your setup or display or possessions; and you, therefore, indemnify and hold harmless from all claims the Orillia Fairgrounds Farmers' Market and the Orillia District Agricultural Society (ODAS), their board(s) of directors and representatives, and the Township of Severn and its representatives.

All vendors (including guest and specialty vendors), directors, and people holding positions with or representing the Orillia Fairgrounds Farmers' Market are required to sign this waiver yearly, even if they have their own private insurance, which we encourage you to obtain.