

OTTAWA STREET  
**FARMERS'**  
M · A · R · K · E · T  
FROM OUR FIELD TO YOUR TABLE

STALL HOLDER'S HANDBOOK

2021



# Stall Holder's Handbook – 2021

## 1. Handbook Purpose

The purpose of this Handbook is to describe the organization and administration of the Ottawa Street Farmers' Market (OSFM) and to detail the rules and regulations to be followed by the Vendors and Staff of the market in order to create a friendly, stable and profitable environment. These rules and regulations have been determined by the Ottawa Street Farmers' Market Board of Directors and are part of the application form. The OSFM is operated by the Crown Point Farmers' Market of Ottawa Street Association Inc, and will be subject to the bylaws for this organization.

## 2. Stallholder

A stallholder is an applicant who is approved to use a stall or stalls at the OSFM. All Stall Holders must reside within a 100KM radius of the OSFM and support the objectives and philosophies of the OSFM.

## 3. Market Location & Seasons

### a) Location

The Ottawa Street Farmers' Market will be located in municipal car park 2C. Lot 2C is located between Britannia Ave and Edinburgh Ave, and is utilized year round.

### b) Dates and Hours

The Ottawa Street Farmers' Market will operate year round on Saturdays. Stall Holders must be at market and set up in their assigned stalls by **8AM**. If late arrival cannot be avoided, stall holders are to contact the Market Manager with an anticipated arrival time. Stall Holders shall not leave before **2PM**, unless sold out of product AND without interfering with the safe operations of market. During the winter months (Nov 6 – April 10), stall holders may leave earlier than **2PM** through communication with Market Manager, who will ensure that they can leave the market safely.

## 4. Stall Holders Types

- Growers and Producers
- Secondary Producers
- Added Value Producers & Artisans
- Food Concessions

**The OSFM will maintain a minimum of 51% Grower/Producer Stall Holders ratio annually.**

### a) Growers and Producers

The Stall Holder is defined as the applicant, and any employees or family members hired or assigned by the applicant to operate their stall. Any employees of the applicant will be held to the same standards and bound by the same agreements as the applicant themselves.

Products include but are not limited to: fruit and vegetables, plants, shrubs, trees, flowers, honey, maple syrup, preserves, sauces, vinegar, herbs and spices, meat, fish, poultry and eggs, dried soup and other cooking mixes, soil, firewood, fleece, wool and grains. **Applicants for Grower/Producers must grow/produce 75% of the products offered for sale themselves. It must be grown or produced by the applying Grower/Producer Stall Holder.** The remaining 25% must be produced by a relative or a neighboring and/or other local farm.

**Stall Holders must properly post a sign for any produce that is not grown on their own farm as “locally sourced” and include the name of the region/county where the product has been sourced.** There must be full honesty and clarity from the grower/producer.

b) Secondary Producers (i.e. Bakery Items)

Products include but are not limited to: breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, candy, those who sell Ontario produce but does not grow/produce it themselves, etc. All baked good MUST be packaged at point of baking or point of sale. It is understood that not all ingredients in processed food can be obtained from a known local source, but the main ingredients of processed goods should be grown or produced in Ontario. The Market Manager has the ability to grant exceptions.

c) Added Value Vendors & Artisans (i.e. Handmade Crafts, Musicians)

Applicants for Added Value Stall Holders are those who bring a product to OSFM, which adds value to the overall objectives of the OSFM but is not necessarily produced through primary products. Arts and Crafts shall be hand-made by the vendor using as much local material as possible and his/her own skill, artistry and training to produce new, unique and original product appropriate for a farmers’ market. Added Value Vendors and Artisans must have a sample of their product presented to the Market Manager when applying and will receive written notification on the status of their application.

d) Food Concessions

The goal of the OSFM is for Food Concession vendors to provide food that is of high quality, prepared by the vendor either on site or at a certified kitchen, using local products that offer customers a varied and interesting selection. All Food Concession applications must be reviewed and vetted by the Ottawa Street Farmers’ Market Board of Directors and Manager.

e) Other Vendor Types – Non Profit Community Groups

FREE space will be provided for fundraising, promotional and educational community initiatives or events at the discretion of the Ottawa Street Farmers’ Market Manager. Community booths are capped at 1 group per Saturday.

**Please Note:**

The Market Manager reserves the right to allow paid Stall Holders the following exceptions:

1) Emergency Replacement Product – produce that is not grown by the Stall Holders, and is used as a temporary replacement to an identical product that is typically grown and sold by the Stall Holder. In the case of unusual weather conditions, replacement product can be used for up to two weeks or in the case of extreme weather conditions, exceptions can be made. It must be signed as “locally sourced” including the name of the region/county where the product has been sourced.

2) Absent Requested Product – product that is in demand by the customer, whether it be a grown or non-grown product, and is not available at the OSFM.

3) Insufficient Represented Product – Produce needed to supply demand. This is product that existing Stall Holders have been unable (on a consistent basis) to meet consumer demand. If the OSFM is unable to find a Stall Holder who grows that product, the market manager may appoint an OSFM Stall Holder willing to sell it who does not grow it him or herself.

## 5. Selection Process

All applicants for OSFM must complete a Stall Holder Application/Agreement form which includes this handbook. The purpose of the Stall Holder application procedure is to maintain a high quality, producer-based market, to provide a variety and balance of products, to ensure fairness to all Stall Holders and to ensure the Stall Holders abide by the rules of the OSFM. **No exclusivity will be given to any vendor in their product category, in order to provide variety for all customers.** Once approved, this application becomes a binding agreement, and Stall Holders who are signed up for at least one full session will be considered voting members of the Association.

### a) Review and Jurying

All products on all stands to be offered for sale must be included in the Stall Holders Application/Agreement form and approved by the OSFM Board with consultation from the Market Manager to ensure they are indeed produced by the applicant; are produced within 100km of the Stall Holder's location and are of high quality and compatible with the other products sold at the OSFM. The Market Manager and the OSFM Board reserve the right to refuse acceptance of any applicant or product that is not in keeping with the rules, regulations or standards of the OSFM.

In the case of arts and crafts, the following factors will be assessed:

- Craftsmanship and quality
- Creativity and originality of concept
- Value added to original or natural materials used in the finished product
- Reasonable and fair pricing

### b) Farm Verification

By applying to sell at the OSFM as a Grower/Producer, the applicant agrees to a farm verification when or if the Market Manager or Ottawa Street Farmers' Market Board of Directors deems it necessary.

## 6. Booth/Stall Allocation

A stall is the unit of allocation to the Stall Holder. Vendors are guaranteed 10 feet of frontage and the ability to park their truck behind their stall or wherever possible. Parking allocation is based on the locations and size of the stall. A parking spot behind the stall will be approximately 10ft x 13ft spot.

### a) All Stall Holders

The Ottawa Street Farmers' Market Board of Directors in consultation with the Market Manager will determine Stall locations, with no priority given to any specific Stall Holder. Locations will be chosen based on the needs of the Stall Holder, size of stall, product variety and what is in the best interest of the market to make a successful and lucrative day for all market Stall Holders.

### b) Subletting

Subletting of spaces of stalls **will not be permitted** at the Ottawa Street Farmers' Market.

### c) Relocating

The OSFM shall compress as necessary to fill-in vacant spaces at those times of the year when a small number of stallholders are on the market. This will be coordinated through the Market Manager, based on known vacancies and is NOT at the discretion of any single OSFM Stall Holder. When requested to "fill-in", stallholders are only entitled to the number of stalls they have originally

paid for.

## 7. Vendor Responsibilities

### a) Compliance

Stall Holders must fully comply with the following and failure to do so may be grounds for termination of the Stall Holder Application/Agreement form:

- The Ottawa Street Farmers' Market Association Bylaws and Stall Holders Handbook.
- Municipal, Provincial, and Federal Regulations regarding labeling, measures, health and safety, for all products offered for sale at the Market. Compliance is the responsibility of the individual Stall Holder.

**When a Stall Holder breaks any of the rules or regulations they will first be given one written warning and a second infraction may be grounds for immediate termination. The Farmers' Market Executive reserves the right to terminate any stallholder at any time based on public health and wellness of other stallholders.**

### b) Payment of Fees

All fees must be paid in full one week before the applicant intends to start. Any Stall Holder who has not paid their stall fees will not be allowed to stand at OSFM. No exceptions. Cash will NOT be accepted as a form of payment. Details of payment deadlines are outlined in the Stall Holder application process. Any stall holder who owes fees from a previous session will not have their application approved for additional sessions until the account is brought to good standing.

### c) Public Health

All Stall holders are required to understand and comply with all the Municipal/Provincial Public Health requirements of Farmers' Markets. A copy of Ontario Food Safety Guidelines are available at the OSFM Office.

### d) Punctuality

Late arrivals and early departures disrupt the market, annoy customers and can become a safety issue. Stall Holders must be open for business by **8AM**. If a Stall Holder will not be present at OSFM, they **MUST** notify the Market Manager no later than noon on Fridays. Any Stall Holders not set up by **8AM** could result in Stall Holder relocation for the day. Stall Holders must keep their booths/stalls/tables open for the entire Market Day, and not begin tear down before the designated closing time, unless they are out of product AND able to safely vacate their stall. They must notify the Market Manager for approval before leaving early. **If an OSFM Stall Holder misses more than 3 consecutive weeks their contract with the OSFM may be terminated without refund.** A formal leave of absence can be requested to accommodate foreseeable circumstances.

### e) Stalls

Stall Holders are responsible for providing all materials (displays, chairs etc) and setting up and tearing down all stalls. Stall Holders must keep within appointed stall guidelines, not interfering with walkways or driveways etc. Shelters, umbrellas etc. must be properly fastened together and anchored immediately. Any ropes, poles or other items used in securing the shelter construction must not interfere with customer traffic.

**Stall Holders at the OSFM MUST have their business name PROMINENTLY displayed at their booth.** Stall Holders are required to properly **sign all of their products according to Grade of product** and *if not grown on their own farm*, they must clearly sign which farm the product

**was sourced from.** Blank Foodland Ontario signs are available at the OSFM office.

f) Parking

Stall Holders must park their vehicles within their allotted stall space, if available. All other vehicles must be parked in the Municipal car park.

g) Conducting Business

Stall Holders must remain in their own booth/stalls when selling. Sales must be conducted in an orderly and business-like way. No public drunkenness or consuming alcoholic beverages on site of the OSFM. No shouting or other objectionable means of soliciting trade are permitted. The Stall Holders interaction with both the customer and other Stall Holders is to be a positive one. There will be no negativity, fighting, degrading, or bullying tolerated at the OSFM, and those who do not comply will be subject to immediate termination, without refund.

h) Pricing

Stall Holders are responsible for determining their own product pricing, taking into account competition at the market and fair product pricing. The Market Manager is available to advise on product pricing when necessary. Each Stall Holder will be responsible for his or her own sales tax collection, where applicable.

i) Permits

Stall Holders are responsible for obtaining all necessary licenses, permits, inspections and certificates necessary for the sale of their products.

j) Farm Products Grades and Sales Act

Produce should be sold by units or containers. If your product is sold by weight, the scale has to be government inspected, with a valid sticker displayed. **All produce should be correctly labeled and priced.** Products that do not meet quality standards or are not listed on the application and approved on the stand will be removed.

k) Garbage

Booth/stalls/tables must be kept free from garbage during the OSFM days. Stall Holders are responsible for ensuring their stalls are left clean at the end of the day. Wastewater cannot be dumped down storm drains. It must be taken away with you. Garbage must go home with each Stall Holder.

l) Smoking

All Stall Holders and Employees **ARE NOT** allowed to Smoke on the OSFM site, this includes e-cigs and vaping. Those who wish to smoke must leave the OSFM property to do so. Cigarette butts must be disposed of properly.

m) Insurance

While the OSFM does carry **BASIC** Public Liability and Property Damage Insurance, any additional insurance coverage Stall Holders require is the responsibility of the individual Stall Holder. OSFM bears no responsibility for any Stall Holder's property at the OSFM. **All Stall Holders are required to carry insurance for their own stall.** Those who do not show proof of insurance will not be granted approval to be a Stall Holders. **Copy of insurance must be submitted prior to setting up at the OSFM.**

n) Market Manager

The Market Manager and their duties are left at the discretion of the OSFM Board of Directors. Vendors are to comply with the Market Manager at all times. Any disputes with the Market Manager should be brought to the attention of the OSFM Board of Directors and will be dealt with at the discretion of the Board.

o) Communication

The Farmers' Market Manager's main method of communication to all Stall Holders will be through Email. If any Stall Holder does not have an email, it is incumbent on that individual to ascertain information on his or her own. It is recommended that they remain in touch with staff or the other Stall Holders to keep informed, and the Board may designate a point of contact on request.

**8. Incidents/Accidents**

All market Stall Holders must report immediately any incidents or accidents at the OSFM to the Market Manager and other appropriate authorities and complete an incident report.

I, the undersigned, have read and am fully aware of the specific rules & regulations governing the Ottawa Street Farmers' Market. I agree to comply with these rules and regulations, and all other federal, provincial and local regulations that apply, knowing that I'll forfeit my rights to being a vendor & selling at the Ottawa Street Farmers' Market if I am found to be in non-compliance.

Vendor's signature: \_\_\_\_\_ Date: \_\_\_\_\_

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_