



Springwater-Elmvale Farmers' Market  
2231 Nursery Road  
Minesing, ON L9X 1A8  
Joanna Sutton - 705-220-7878  
[farmersmarket@springwater.ca](mailto:farmersmarket@springwater.ca)

---

## 2019 Vendor Application Package

### Welcome and Thank You for participating in the Springwater-Elmvale Farmers' Market!

The market will operate every Friday, rain or shine, June 14<sup>th</sup> through September 27<sup>th</sup>, 2019, from 9:00 am to 2:00 pm. The Market will be located in the municipal parking lot on Queen Street West, in Elmvale (next to the Elmvale Community Hall).

For all vendor, community table and entertainment inquiries please contact Joanna Sutton by email at [farmersmarket@springwater.ca](mailto:farmersmarket@springwater.ca) or by phone at 705-220-7878.

### Mission Statement

"To support our local agricultural community and promote a healthy community while attracting visitors to the Elmvale commercial district for the purpose of business expansion and retention."

## Policies, Procedures and Guidelines

### Membership Eligibility

- All vendors selling at the market must be paid in full and shall live and produce their goods within Simcoe County.
- Arts and Crafts items shall be 100% original and hand-produced.
- Vendors of prepared food must follow the Simcoe County Health Unit Regulations.
- All Vendors must pay an annual administration fee of \$25, which includes insurance coverage under the Ontario Association of Farmers' Markets Insurance.

### Fees for 2019

- Every vendor will be charged an annual administration fee of \$25.00
- The annual fee of \$320.00 is for 16 weeks of the season, which is non-refundable. This is an annual fee savings of \$80.00.
- Otherwise, a weekly rate for each space is \$25.00 per week.
- Fees will be paid in advance by cash or cheque to cover the term requested.
- Subletting of space is **not** permitted.
- Failure to show up on your scheduled week will result in a \$25.00 fine per week.
- Each vendor is invited to participate in an additional advertising opportunity for the cost of \$20.00. Please see the Market Manager for details.

## Allocation of Space

- Each vendor space will consist of 10ft X 10ft, additional spaces must be purchased if more room is needed.
- For the regular season, booth space is allocated using the following priority:
  - Spaces are allocated on a first come, first serve basis
  - Only paid seasonal vendors will receive designated vendor spaces
- Vendors anticipating not being able to attend the Market are requested to give prior notice early in the week in which they do not expect to be present. A \$25 fine will be levied if you fail to provide adequate notice.
- Washroom facilities are located through the side door in the Knox Building on the east end of the parking lot.

## Set Up of Vendor Booths

- Vendors must be set up **before** 8:30 am and close **no earlier** than 2:00 pm each Friday. Exceptions will need to be known in advance and discussed with the Market Manager. A \$20 fine will be incurred for any vendor who is late setting up or who leaves early.
- Vendors must show up on time unless they have notified the Market Manager that they will be late or not coming. If the vendor fails to show by the time of opening, the Market Manager may give away their designated spot to a casual vendor for that day. There will be no refunds issued.
- Vendors are required to assure their area is free from garbage and left clean. **Vendors must remove all of their garbage from the Market and dispose of it off site.**
- Vendors must stay within the space allocated to them.
- No Vendor shall make any change or alteration to Municipal Property.
- Vendors shall not block walkways, fire exits or other Vendors' spaces.
- The Springwater-Elmvale Farmers' Market (SEFM) or management shall not be held responsible for items destroyed by fire, vandalism, theft or any other cause.
- The Market Manager, or their designate, shall have the right to approve or disapprove any signs, decorations, or displays in the Vendors space and to request changes or removal.
- Canopies, tents, umbrellas, etc. must be anchored by weights to insure the safety of the public, as well as compliance with the fire and safety standards. The tent legs are not to penetrate the asphalt.
- The Market does NOT supply electrical extension cords
- Vendors with on-premise prepared food and baked goods are required to have a full canopy covering their booth. An umbrella is satisfactory if it is sufficiently weighted and covers the entire food area. Food products are to be wrapped a list ingredients must be available on request.

**Community Table:** A community table is available free of charge to groups, individuals and organizations providing education and community outreach, with a maximum of three different groups participating to promote their organizations. Use of the Community Table for political campaigning or religious proselytizing is deemed inappropriate. Any products offered for sale must be approved by the Manager Market and must not be in competition with market Vendors. All Springwater-Elmvale Farmers' Market rules and regulations will apply. The person applying for the community table on

behalf of their organization will be held responsible for insuring that the booth is staffed. The Market does provide a table and tent if requested by the organization.

## **Range and Origin of Products**

- The Vendor application must clearly signify what produce and/or products are intended to be sold.
- The Vendor shall sell from their space only those produce and/or products which have been pre-approved by the SEFM. Produce and/or products not pre-approved may be removed as required.
- Produce coming directly, or indirectly from a Food Terminal will not be approved and must be removed.
- Flea market or commercially manufactured items are not allowed and must be removed as required.
- All fruits and vegetables must be produced, grown, and processed within Simcoe County or within a 100km radius of Elmvalle (Springwater vendors will take priority).
- Specialty items, such as artisan cheese, are permitted from outside of Simcoe County, in order to increase variety at the market, and will be permitted at the discretion of the Market Manager.
- Supplementary produce will be permitted, but must not exceed 15% of the total available goods per booth, and are subject to the approval of the Market Manager. These items MUST be marked with their point of origin.
- There will be no livestock for sale at the market.
- It is the intent of the Market to offer a diversified selection of commodities. Therefore, we invite prospective Vendors when making their application for space, to please list completely their produce and products, allowing the SEFM managers to select a broad range of Vendors to enhance the success of the market.
- Spaces are limited and the Market Committee has the right to use their discretion as to which vendors would provide the most appropriate range and offering of local fare.

## **Vendor Responsibility**

- Vendors agree to accept full responsibility for any loss, damage, or accident occurring at the Market as a result of negligence or willful default on the part of the vendor or their employees.
- The Springwater-Elmvalle Farmers' Market will carry comprehensive liability and volunteers' accident insurance under Ontario Farmers' Market Association. Should vendors require additional insurance, including product insurance it will be at their own discretion/responsibility.
- Vendors shall label their items and produce clearly by type and price. A certificate must be shown for all organic produce.
- Vendors agree not to practice distress selling, as it is unfair to the balance of the Vendors.
- No hawking, calling attention to produce or selling products in an aggressive manner.
- Vendors are responsible for keeping their space clean and neat at all times.
- Visually Attractive Presentation is appreciated and plays a large role in the success of our market

- All samples offered must meet the following criteria; stored in rigid, covered containers until serving, pre-cut away from sales unit under clean and sanitary conditions (toothpicks provided); the vendor must provide a waste container.
- Vendor is to supply their own folding table or table of choice, table cloths, folding, canopy, umbrella, tarp, waste containers etc. Two Tables and Two Tents are available for rent on a first come first served weekly basis. Terms of rental include dismantling the tent and returning it to the Market Manager.
- No vendor shall play any radio or other sound instrument at a sound level which may disturb or annoy vendors or customers.
- Pets and live animals are prohibited for vendors and buyers with the exception guide/service dogs.
- No smoking on the market premises.
- Behaviour which is threatening, abusive or harassing shall constitute a violation of the market policies and is grounds for immediate dismissal from the Market at the sole discretion of the Market Manager.

### **Regulatory Agencies**

- Vendors are responsible for obtaining all permits required in the production and sale of their goods.
- Compliance with both Provincial and Federal Sales Tax is the responsibility of the Vendor.
- All Vendors must abide by and all products must comply with federal and local regulations governing health, packaging, labeling, etc. and adhere to the highest standards in safe food production and handling.

### **Penalties**

- Any Vendor who contravenes the provisions of these Guidelines and Regulations is subject to the cancellation of their permit without refund.

### **Managing the Market**

- The Springwater-Elmvale Farmers' Market may employ or select a Market Manager whose duty will be to supervise the Market and carry out the above guidelines.
- All incidents should be directed immediately to the market Manager located on the grounds.
- The Market Manager shall have the right to inspect booths to see that the area meets health and safety guidelines and product legitimacy.



Springwater-Elmvale Farmers' Market  
 2231 Nursery Road  
 Minesing, ON L9X 1A8  
 Joanna Sutton- 705-220-7878  
[farmersmarket@springwater.ca](mailto:farmersmarket@springwater.ca)

## 2019 Vendor Application Form

Market Operation Dates: Fridays, June 14<sup>th</sup> through September 27, 2019  
 Market Hours: 9:00 a.m. to 2:00 p.m.  
 Market Location: Municipal Parking Lot on Queen Street West, Elmvale

- Business  Community Group

### Market Fees

Please check all that apply:

- Booth Full Season (16 Weeks) \$320.00  
 Booth Weekly \$25.00  
 Tent Rental (Weekly) \$10.00  
 Table Rental (Weekly) \$10.00  
 Administration Fee (Annual) \$25.00

**\*Please make cheques payable to Springwater-Elmvale Farmers' Market.**

### Contact Information

Contact Information	Fill In the Area Below
Contact Name:	
Name of Farm/Business/Community Group:	
Municipal Address:	
Mailing Address (if different):	
Phone Number:	
Cell Phone Number:	
Fax Number:	

Contact Information	Fill In the Area Below
Email Address:	

### Product Information

Product Information	Fill In the Area Below
List of Products for Sale:	

**\*Please note, products must be produced in Simcoe County. Please refer to the 2019 Vendor Application Package for details.**

### Booth Information

Does your booth require hydro:  Yes  No

**\*Please note, access to hydro is limited and will be provided on a first come, first serve basis.**

Please detail the related Federal and/or Provincial health inspection requirements for your operation (i.e. temperatures for hot and cold foods, etc.):

### For Community Groups Only

Purpose of booth:  Promotion/Education  Fundraising

Purpose of Funds:

## **Agreement of Compliance and Hold Harmless**

I, having read and am fully aware of current Springwater-Elmvale Farmers' Market Rules and Regulations. I hereby agree to comply with these regulations and all other Federal, Provincial and local regulations and apply knowing full well I will forfeit my right to sell at the Springwater-Elmvale Farmers' Market if I am found to be in non-compliance.

Furthermore, I shall indemnify and hold-harmless, the Springwater-Elmvale Farmers' Market, its members, agents, and employees, from and against all claims, demands, losses, damages, actions, suits of proceedings by any third parties that may arise out of, or may attribute to all operations performed by or carried out by his/her agents, employees, or anyone for whose acts he/she may be held liable, howsoever caused.

Vendor also agrees that information gathered by the Springwater-Elmvale Farmers' Market may be disclosed to Focus Elmvale and the Township of Springwater for the development of a business database.

Vendor agrees to the release of his/her name and/or photograph for use in current or future promotional publications, articles, website in connection with the Springwater-Elmvale Farmers' Market, Focus Elmvale and the Township of Springwater.

---

Signature

---

Date