



## Policy Statement #1

# ST. JACOBS FARMERS' MARKET & FLEA MARKET

### General Policies

(Revised April 2018)

#### **1. Management**

The Market shall be under the direct charge, care and management of a manager who shall have full responsibility for its administration and the enforcement of all policies. Wherever reference is made in these policies to the manager, it shall be deemed to include an assistant or assistants.

#### **2. Permit**

No person shall sell or offer to sell at the Market, directly or indirectly, any produce articles or goods without first having obtained a permit from and paid the required fee to the manager. Wherever reference is made to the term permit in these policies, it shall refer to the permit issued by the manager and wherever reference to the Market it shall include all indoor and outdoor Market areas and all parking lot areas.

#### **3. Hours of Business**

The Market shall be open for business during those hours and on those days from time to time established by the Manager and each permit holder shall be present and opened for business according to these times and dates. It is understood that the present Market dates are every Thursday and Saturday from 7am to 3:30pm and Tuesdays from 8am to 3:00pm from June to Labour Day. All permit holders are required to have their booth open and staffed on all Market days, without exceptions. A penalty fee up to \$250.00 per each 10ft of booth space may be issued if a booth is not open and staffed during regular hours. In case of an emergency the vendor must notify the Market Manager of his / her absence at the Market. Penalty fines for unopened booths will be at the Managers sole discretion, and may be increased should issues of lateness and/or absenteeism continue to occur. If a permit holder does not have their Market booth open for 5 consecutive market dates, without express permission from Market Management, such permit holders shall forfeit their designated booth and any fee for the unexpired portion of the invoice term shall be forfeited.

#### **4. Term**

The permit holder's right to operate at the Market shall be for the term stated in the permit. The term of the permit may be automatically renewed for a further term of equal duration, provided that the Market Management (acting in its sole exclusive and arbitrary discretion) has issued an invoice for such further term and the Permit-holder has paid the invoice. This shall apply to each successive renewal. The fees that will apply on each renewal shall be the current rates, which may increase from time to time. Invoices will be delivered to your Market booth.

#### **5. Payment of Fees**

Fees shall be paid one week prior to the beginning of the term stated on the permit including renewals thereof and payment shall be delivered directly to the Market Office. If payment is not received on time the Manager shall be entitled to rent the space to a new vendor. If a vendor planning to renew for another rent term is late with payment,

without express permission from Market Management, a late penalty fee may be applied. The penalty fee will be applied to each successive Market day until payment is received, or the Management in its sole, exclusive and arbitrary discretion may decide not to renew the permit. The charge for an NSF cheque is \$30.00 and cash or certified cheque is required to replace the NSF cheque.

## **6. Items Permitted To Be Sold**

The permit holder shall sell from his / her booth(s) only those items which are set out on the face of the permit. If a permit holder wishes to change or add an item to his / her permit they must apply in writing to the Market Manager for written approval. Items that have not been approved will have to be removed immediately from the permit holder's booth.

## **7. Boundaries**

The permit holder shall stay strictly within the bounds of the booth(s) allocated to him / her. All partitions between booths are not to exceed seven feet. The height of partitions between booths may be restricted for certain booths in the Market at the Managers discretion.

## **8. Signs and Displays**

The Market manager shall have the right to approve any signs, decorations or displays in the permit holder's booth and to request changes or removals in them if, in the Market Manager's sole discretion, they are considered to be unsuitable for the Market. All signs and displays are to be contained within the boundaries of the booth.

## **9. Adequate Stock and Staffing**

The permit holder shall stock his / her booth adequately with a supply of good quality product in an amount reasonably expected to be sufficient for the Market day and shall staff his / her booth adequately.

## **10. Parking of Vehicles**

It is important to the operation of the Market that parking spaces close to the building be available to the general public. All inside permit holders and their employees shall park their vehicles along the fences on the periphery of the parking lot along King Street or at other locations that may be specified in writing from time to time by the Market Manager, with the exception of persons with a handicap parking permit. The Manager shall have the right to tow away cars that are in contravention of this policy. A parking fine may be issued by the management if you are in violation of this policy. No permit holder or their employees may park vehicles in outdoor vending spaces. No vehicles may be left on site before 5am on a market day or after market closing unless arrangements have been made through the market office.

## **11. Unloading & Loading**

Permit holders shall have their vehicle unloaded and parked in approved vendor spaces by 6:45am on each Market day. For the purposes of unloading, these vehicles may be parked in front of the entrances to the Market buildings for a period not exceeding one-half hour. Not only is this essential for the general public but also out of consideration for outside vendors who have rented spaces situated near buildings. Permit holders may not block traffic lanes or parking spaces during a market day for the purpose of loading or unloading additional product. No vendor or their employee shall drive on to the outdoor vendor aisles prior to 3:35pm on a market day and 3:45pm on a long weekend. If customer traffic is still heavy, you must wait until it is deemed safe to do so.

## **12. Security**

Permit holders will be allowed access to the Market on non-Market days-Wednesdays and Fridays between

12:00pm to 4:00pm, by obtaining a key from the Market office. Monday afternoon access from 12pm-4pm will be granted during the time period of mid-June to Labour Day when the Tuesday market begins. In order to obtain a key, the permit holder will be required to provide a cash deposit in the amount of \$20.00 and if the key is not returned within the required time period this deposit will be forfeited. If the permit holder or one of their employees does not return the key, the permit holder may be assessed the further sum of \$650.00 or the invoiced amount if higher to cover the cost of changing of the locks. When in receipt of a key on a non-market day, a permit holder should not let anyone else in the buildings and shall ensure that the doors are locked upon leaving. If anyone enters a door that you have open, it is your responsibility to ask them to leave and obtain a key for themselves. Failure to abide by this policy will result in the permit holder forfeiting his / her right to enter the buildings on non-market days. Vendor access may be limited/adjusted from time to time by Management due to holiday schedules or building maintenance.

### **13. Acceptance of Deliveries**

The Manager/ Market Staff are unable to accept deliveries on behalf of the permit holders and it is the responsibility of permit holders to be present and available to accept deliveries. Deliveries should be made during regular set-up times. All delivery vehicles must use regular parking spaces to stop and deliver on Market days, before or after the Market day begins/ends. Delivery of product during Market hours is not permitted. Absolutely no vehicles may stop in traffic lanes, aisles or next to buildings on Market days.

### **14. Garbage and Clean-up**

The permit holder is responsible to remove all garbage from his / her booth area and to take it to the garbage compactor at the end of the day located at the south east-end of the livestock buildings and feed the garbage into the compactor. Outside garbage barrels are not to be moved. There are two compactors, one for garbage and one for cardboard. Please ensure they are used properly and items are placed in the correct compactor. A service charge of \$50.00 per infraction will be assessed to any permit holder who does not follow policy. If permit holder is found to be dumping items other than what is generated at the market, their right to use the compactor will be revoked and any fines associated with unauthorized dumping may apply. The garbage compactor is provided as a courtesy, if vendors are dumping more than a couple of garbage bags a fee may be charged or you may be asked to use the regional landfill site. Produce vendors must use compost containers.

Permit holders are responsible to keep their booths neat and clean at all times. If, in the opinion of the Market Manager, a booth is not clean, the Manager may have it cleaned and bill the permit holder for the cost of such cleaning including a service fee. All vendors are required to do a thorough cleaning at the end of each Market day, including cleaning under refrigeration units, tables, cupboards etc. Failure to comply with this will result in the revoking of your permit.

### **15. Transfer or Sale of Permits**

The permit holder shall not transfer or assign a permit or allow any other person to operate from his / her booth(s). (See #31 Sale of Businesses for more information)

### **16. Utilities, Equipment and Safety Standards**

For those permit holders whose operations require the use of gas, hydro or water, the Market shall be entitled to charge an additional fee to cover such utility consumption.

In the event that additional work is required to change or provide new services to a booth, a vendor must use the service companies specified by the Market Manager. The Market will invoice the vendor accordingly for work done by the service company.

Permit holders must comply with CSA, ESA and Ontario Fire Code Regulations, including specific guidelines for temporary electrical connections as laid out in Policy Statement #3 - Electrical Safety Standards and Requirements which forms part of this policy.

Absolutely no small appliances are permitted in vendor booths that are not specifically designated for the sale of

food.

All appliances or equipment in fast food booths must meet current standards and specifications. Small appliances such as frying pans (with lid), electric grills, and electric burners should be under an exhaust hood. Grills, ovens, fryers, exhaust filters and exhaust ducts/chimneys must be maintained in clean condition as per current regulations to avoid becoming fire hazards.

Using faulty equipment or failing to follow standards may result in your permit being revoked.

Any new equipment must go through the proper approval and inspection process.

**17. Criers and Callers**

All criers and callers of small wares and any other items are prohibited from practising their calling within the Market.

**18. Handbills and Pamphlet, etc.**

No person shall sell, offer to sell, display, distribute or hand out, within the Market or throughout the parking lot, during Market operating hours, any handbills, flyers, pamphlets, brochures or advertising matter of any kind except for permit holders who have such materials to promote product they sell at the Market. These permit holders shall be allowed to display such materials in their booth area only. A fine may be issued for violation of this policy.

**19. Pets**

No member of the public shall bring, lead or direct any pet into the Market Buildings apart from those instances which the Manager considers to be exceptional such as a guide or service dog for the blind. No permit holder shall be allowed to bring their pets to the Market unless written permission from the Manager is given to do so. In the case of written permission, the Manager shall at any time have the right to withdraw such written permission if, in the Manager's discretion it is no longer feasible to allow such pets to be at the Market.

**20. Alcohol, Drugs or Intoxicants**

The use of alcohol, illegal drugs or intoxicants at the Market is strictly prohibited. If a permit holder or an employee of a permit holder is found to be in possession of any alcohol or drugs while at the Market, the permit may be forfeited immediately.

**21. Smoking**

Permit holders, their employees and the public are not permitted to smoke in any of the Market buildings, nor at the entrances of the buildings.

**22. Weights and Measures**

Any permit holder who offers to sell any produce, article of goods, usually sold by weight, count or measurement, by false or deficient weight, count or measure, shall be liable to have such produce, articles or goods seized by the Manager and forfeited and shall not by reason of such seizure or forfeiture have any claim of damages. All such produce, articles or goods so seized and forfeited may be donated to a charity in the discretion of the Manager. It shall be lawful for the Manager at any time to weigh, count or measure any produce, articles or goods brought to or sold at the Market for the purpose of ascertaining whether the same was light weight or short count or short measure. Such weights and measures shall be visible to the customer.

### **23. Removal of Person**

The Market is committed to providing a respectful and safe environment for its employees, customers and vendors.

Any person may be removed from the Market by order of the Manager for the remainder of the Market day where, in opinion of the Manager, the conduct of that person threatens the safety of the Market as a whole or any person therein, or where the conduct of that person disrupts or interferes with the use and enjoyment of the Market by any other person.

Examples of prohibited behaviour include the following: inappropriate or foul language, insults, disparaging comments, and behaving in an overtly aggressive manner (such as yelling, arguing, stepping in close to another person and encroaching on their personal space).

If such behaviour is directed towards a Market employee, vendor or employee of a vendor, it is also prohibited under Ontario law as workplace harassment. "Workplace harassment" means "engaging in a course of vexatious comment or conduct against a worker in a workplace that is known or ought reasonably to be known to be unwelcome."

Repeated incidents of prohibited behaviour may result in any or all of the following: a workplace harassment investigation, formally banning the person from entering the Market through notice of trespass, and/or revocation of a vendor permit.

### **24. Sale of Cats and Dogs**

No one shall sell cats, dogs or small animals at the Market unless the Manager has provided written permission to do so, which permission may be arbitrarily withheld. Any person selling such animals shall comply with the Provincial Statutes and Regulations pertaining to the sale of such animals.

### **25. Licences**

Each permit holder shall be responsible to produce at his / her own expense any licence or permits from the Municipal and Provincial authorities which may be required in order to operate. This includes Region of Waterloo By-law 05-062 which requires sellers of used and second-hand goods as listed in the By-law to be licensed prior to selling any goods as listed in the By-law. Examples: collector coins, stamps, paper currency, used video games and gaming units, jewellery watches, precious metals and gemstones.

### **26. Mail and Correspondence**

Permit holders may not have mail addressed to the Market on their behalf.

### **27. Liability**

Each permit holder agrees to save the Market owner and Manager harm from any liability for any act of commission or omission arising from the permit holder's use and occupancy of the booth(s).

### **28. Contravention**

The Market Manager has the authority to revoke a permit and thereby terminate the privileges for any permit holder who, in his / her opinion, has not fulfilled or has violated any aspect of these policies and the conditions related to the issuance of the permit to such permit holder. The Market Owner and the Market Manager shall not be liable for any damages, whether direct or consequential, resulting from the revocation of a permit.

### **29. Insurance**

Each permit holder is responsible for obtaining insurance coverage. The Market does not insure for the permit holder. All vendors are required to carry a liability insurance policy at a minimum amount of \$2,000,000.00 and

must produce a certificate of insurance on an annual basis showing Schlegel Urban Developments Corp. o/a St. Jacobs Farmers' Market as an additional insured. All policies must clearly show that the coverage is specific to the location of the St. Jacobs Farmers' Market at 878 Weber St. N., Waterloo, Ontario.

### **30. Requirements for Food Vendors**

All vendors who sell food products, including produce, must submit a form to the Regional Health Unit and be approved before a permit will be issued. These forms may be obtained from the Region of Waterloo Public Health Department or the Market Office.

All food vendors who handle/serve food are required to have at least one person who has successfully completed the Region of Waterloo Public Health Food Safety Certification course at your booth during market hours and on off Market days for food preparation. A copy of the certificate must be supplied to the market office. Certificates are renewable every 5 years from date of issue. Course registration information is available at Region of Waterloo Public Health Dept. It is the responsibility of the vendor to ensure that you have a certified person on site, failure to do so may incur fines or your permit may be revoked.

### **31. Labelling**

It is the vendors' responsibility to make sure they understand and adhere to any government mandated regulations and requirements surrounding the sale of packaged food goods, as specifically stated and set forth by the Canadian Food Inspection Agency.

Any pre-packaged food product sold at the St.Jacobs Farmers' Market must contain a label.

Pre-packaged product refers to any item that would typically not be consumed at the Market, but taken home to be consumed at a later time. A product label lets your customer know where to find you should they wish to purchase the product again or if there is any issue with the quality of the product.

Minimum requirements are: vendor name, contact information-website, phone number or address and product name-ie. "Red Pepper Jelly", "BBQ Sauce"

Additional labelling information and regulations can be found under the Government of Ontario

"Consumer Packaging and Labelling Act" (<http://laws-lois.justice.gc.ca/eng/acts/C-38/>) or

through the Canadian Food Inspection Agency website.

<http://www.inspection.gc.ca/food/labelling/food-labelling-for-industry/eng/1383607266489/1383607344939>

### **32. Sale of Businesses**

Policy statement #2, Vendor Permits and Proposed Sales of Market Vending Businesses, governs the approved sale of a vendor's business. Not all vendor businesses are allowed to sell under this policy. The Market Manager must approve the sale of any vendor business, and approval may be withheld arbitrarily. Any vendor considering the sale of a business is encouraged to contact the Market manager well in advance.

### **33. Memos and Newsletters Delivered to your Booth**

Management will use these memos and newsletters to relay pertinent information to you on policy changes, market events and various news items. It is your responsibility to read the memos and newsletters so that you are informed and up to date on all business proceedings at the St. Jacobs Farmers' Market and Flea Market. It is imperative that you inform all your employees of these memos, as it pertains to their jobs.

### **34. Reputable Business Practises**

All permit holders are expected to follow fair and reputable business practises. Failure to do so may result in your permit being revoked.

**35. Cooler Rental**

Management rents coolers for the purpose of selling refrigerated product. These coolers are to be monitored by the permit holder to insure that accurate temperature settings are being held for their products. It is the responsibility of the permit holder to check temperatures each market day to insure proper temperatures. If proper temperature is not being maintained you may have to remove product until a service technician arrives to correct a problem. Product may not be stored in coolers from Thursday to Saturday. Any vendor who leaves refrigerated products whether it be in their own cooler or ours does so at their own risk. This includes all products that are left in Fast Food Trailers. Public Health regulations apply and it is the responsibility of the permit holder to know regulations.

**36. Vendor Contact Information**

In order to be a new or existing vendor at St Jacobs Farmers' Market, we ask that every permit holder have a current phone number and/or email address whereby customers can reach you and that you respond to regularly. The phone number and/or email address chosen or any subsequent changes to either must be communicated to the Market Office.

**37. Emergency Procedures**

The Market shall, from time to time, conduct fire drills to monitor and ensure preparedness in the event of an emergency. Although these fire drills and evacuations would not normally take place during a Market day, all permit holders may be required to participate in a fire drill should the timing and circumstances dictate it.

**38. Sprinkler Heads and Lines**

Under no circumstances shall a vendor hang or attach anything to a sprinkler line or sprinkler head in any location.