

# Memorial Centre Farmers' Market

## Vendor's Handbook of Rules and Regulations



## 2023 Market

Farmers' Market Association of Kingston (FMAK) a member of  
Farmers' Market Ontario (FMO)

## I. Purpose

1. The purpose of this Vendors' Handbook is to describe the organization and administration of the Memorial Centre Farmers' Market (MCFM), and to detail the rules and regulations to be followed by the Farmers' Market Association of Kingston (FMAK) which runs the market, the MCFM Manager, and the Vendors of the market.
2. MCFM is in the Williamsville neighbourhood of Kingston Ontario. Initiated by Williamsville Community Association, MCFM through FMAK is a member of Farmers' Markets Ontario, and a Sustainable Kingston partner. Key goals of the market are
  - *building food security of Kingston ON*
  - *offering a uniquely producer-run market*
  - *creating an opportunity for local farmers to market products*

## II. Organization

1. Memorial Centre Farmers' Market (MCFM) is operated by the Farmers' Market Association of Kingston (FMAK) a non-profit organization. As a 100% producer-run market, one of MCFM's goals is to expand the market share of sustainably-produced food in Williamsville and surrounding neighbourhoods. MCFM was established to market and stimulate public interest in local (Region 9) farm, agricultural and craft products.

## III. Governance

FMAK's board is voted in annually at the AGM. Minimum 4 farmers sit on the board comprised of: 1-2 Chairs; Treasurer; Secretary; Members at-large including a Community Representative and a Crafter Representative.

**Market Operations Manager** takes care of day to day market running, addresses vendor concerns and resolves conflicts on market day. Complaints may be given in writing or in person to a board member.

**Juries** oversee 4 categories of vendor applications:

1. Agricultural
2. Prepared/Baked Foods
3. Craft
4. Food Court

**Market Promotions Manager develops and coordinates market promotions, sponsorships, and special events at market.**

**\*Farmers' Market Definition:** "a seasonal, multi-vendor, community-driven (not private) organization selling agricultural, food, art and craft products including home-grown produce, home-made crafts and value-added products where the MAJORITY OF vendors are primary producers (including preserves, baked goods, meat, fish, dairy products, etc.) Each FMAK member has one vote at General

Membership meetings. “**Producers**” includes vendors who grow their own produce, excludes re-sellers.”

#### IV. Eligibility:

1. **Producers-only: The Market is only open to local, *bona fide* producers whose products are wholly self-produced within a 100km radius of Kingston city limits** All products offered for sale must be grown or produced by the applying Vendor. The Vendor is defined as the invitee, their family members, or employees who assist substantially in the production of the agricultural, baking/making beverage, or craft product. Vendors who are members of a provincially registered legal producer-based agricultural co-operative, who substantially assist one another in the cultivation of the crops, or in the production of the agricultural, baking, or craft product, may share a booth. The sale of items grown or produced by anyone other than the Vendor, as defined above, shall not be permitted.
  - Vendors must become FMAK Members and pay the annual fee.
  - Types of membership: Full Season (required for Food Vendors), and daily
  - Food and drink vendors are asked to join our five-year plan to source over 60% dry weight of product as produced within 100km of Kingston city limits, sourcing as much material as possible at MCFM

2. **Residency:** Invitees must reside and grow or produce the goods within a 100km radius of Kingston. Exceptions may be made at the discretion of the FMAK Board.

#### V. Recruiting and Jurying

Jurying policy is outlined below. MCFM employs vendor recruitment. And, in keeping with the goals above, makes space for and seeks out vendors who will contribute to local food security by advancing their business at this market.

1. **Review and Jurying:** All products to be offered for sale will be juried by the FMAK Board to ensure they are produced by the applicant within the 100km radius, and are compatible with the other products sold at the Market. For **returning members with new products, and new members**, samples and/or descriptions of new products must be presented to the MCFM Manager prior to bringing them to market; no jurying will take place during the Sunday Market. New products are reviewed by the FMAK Board at a board meeting.

2. **Approval:** The FMAK Board reserves the right to refuse acceptance of any applicant or product. No product that is not in keeping with the rules, regulations or standards of the MCFM will be considered. Applicants may *write* to the FMAK Board to reconsider decisions made on their admission or products.

New applications must be accompanied by a cheque for the FMAK membership fee. If the application is accepted, the cheque will be cashed. If the application is not accepted, the cheque will be void, and destroyed by the market manager.

## Categories

**a) Agricultural:** meet FMO criterion, pass farmer jury (Board Members)

**b) Prepared/Baked Foods:** pass Prep/Baked jury (Board Members); demonstrate annual increase in sourcing of ingredients from member farmers and local food wholesalers - Board can advise / support

**c) Craft:** meet FMO criterion, pass craft jury,

- natural materials sourced as locally as possible
- unique products
- high quality
- hand made by the seller
- favouring products which contribute to market goals

**d) Food Court:** must be season members;; encourage annual increase in sourcing of ingredients from member farmers and local food wholesalers - Board can advise / support

### 3. Market Booth Size

1. Full Season 10 X 10
2. Full Season 10 X 20
3. Daily- 10 X 10
4. Daily-10 X 20

## 4. Seniority

A seniority number is assigned to new Full Season Vendors upon approval. Returning Full Season Vendors retain seniority unless

- a) FMAK Fees are unpaid by deadline
- b) Vendor is removed from market.

**VI. Management** is the jurisdiction of MCFM **Market Manager** who handles

- day-to-day operation
- all market-day complaints

**Vendor Compliance:** Vendors must fully comply with the following:

- The rules laid out in this handbook
- Municipal, Provincial, and Federal Regulations regarding labelling, measures, health and safety, etc., for all products offered for sale at the Market. Compliance is the responsibility of the individual Vendor and not of the Memorial Centre Farmers' Market.

**Booth Sitters:** It is preferred that the Vendor attend in person but if they are not able to, an occasional booth sitter—who has a comprehensive knowledge of the products for sale and the means of production—is permitted. A booth sitter is preferred to not opening for the day.

**Vendor Attendance:** Full Season Vendors are expected to attend the Market full time. Daily Vendors are expected to attend the Market on the dates that they have indicated to the Market Manager. Those who are absent must notify the Market Manager at least 48 hours in advance of their absence (preferably by Wednesday). Those who are absent one Market day without notification, or three Market days with notification, may

be asked to present an explanation to the Board, and risk the loss of their designated booth space and scheduled Market dates. Those who are not present by 8:30am Sunday forfeit the right to their designated booth space for that day. It may be assigned to another daily vendor if necessary. **No refunds will be granted on the occasion of vendor absence.**

**Punctuality:** Late arrivals and early departures disrupt the Market, and can be bothersome to customers and other Vendors. Market set-up is scheduled between 7:30 and 8:30am each Market day. **Vendors must arrive at the Market by 8:30 am** on the day of the market, or risk forfeiting their booth (for that day only) to another vendor. Vendors must keep their booth/stall open for the entire market day, until 2pm, and not tear down before this time.

**Products:** Vendors must bring enough products to last the entire day. Exceptions may be made for reasons of product supply beyond the control of the Vendor. Products may be delivered during market hours, and must be taken to the Vendor's booth from the parking area by hand or cart. All produce must be fresh and of acceptable quality. The MCFM Manager will check each vendor on Market days to ensure that the produce available for sale agrees with the list of products included in the vendor's the application form. Contact the MCFM Manager prior to Market day to modify your product list and submit products for jury if necessary. Vendors must remove all products at the close of the Market day.

**Displays:** Vendors are responsible for providing all display materials (displays, tables, chairs, etc), and setting up and taking down any displays. The Market is not able to provide any materials. Booths should have an attractive and professional appearance, enhanced by good presentation and cleanliness. The Market Manager may ask that unsightly or unsafe materials be removed. All materials must be removed at the end of the Market day. The MCFM and FMAK accepts no responsibility for loss or damage to any property. Trailers will be allowed in booth/stall space if they are absolutely needed for the operation of the booth/stall, and they must be aesthetically pleasing. Motor vehicles may be parked within the limits of a 10x20 booth space. Booths must have a clear visibility above table displays in the first 5 feet of the booth.

**Canopies:** Are not provided. Must be in good condition, and sufficiently secured.

**Parking:** All Vendors should unload promptly. **Vehicle engines must not be left running during this time.** All Vendors should park non-essential vehicles in the designated Vendor parking lot, before 9am.

**Pricing:** All items offered for sale must have **prices prominently and clearly displayed.** Volume buying sales incentives such as \$2 each or 3 for \$5 are permitted.

**Signs:** All Vendors are required to display an identification sign within their booth. Vendor identification should identify producers' name and may identify address, website, slogan, product description etc. Product, pricing, and menu signs must be clearly displayed.

**Sales:** Sales record chits to be turned in to Operations Manager weekly.

### **Health and Safety**

Safety at the Market is of the utmost importance.

- Design of market layout has been completed with due attention to traffic flow, pedestrian safety, accessibility, and competent handling of power supply in order

to minimize risk of physical harm for market vendors, attendees and other Memorial Centre users.

- Food booths are not located adjacent to animals, livestock or contamination hazards.
- Power is provided to make possible correct food handling using fridges, freezers, and heating/hold-warm devices.
- MCFM Manager has up-to-date First Aid training, and is aware of vendors on site with similar. The market manager performs a daily check for potential dangers prior to setup. Presenting safety issues must be brought to the attention of the MCFM Manager immediately.
- Vendors who have any form of heating source and/or generator must have a certified fire extinguisher on hand at their booth/stall.
- Vendors are responsible for providing weights to tie down their canopies. Strong winds can pick up a canopy tent, which is hazardous to customers and other vendors.
- Vendors are responsible for power supply within market area.
- Vendors are responsible for following all Federal, Provincial, and Municipal Health regulations and guidelines concerning food and safety. Food Safety DVD, guide are available to all vendors. Vendors are required to use checklists provided (see Appendix) and refer to Market Manager and/or KFL&A for guidelines.

#### **Food Safety:**

1. Every person handling food products must maintain a high standard of personal hygiene and cleanliness. All Vendors and staff must practice the standards cited below to prevent the transfer of pathogens between Vendors/staff to food.
  - All foods for sale must be protected from contamination
  - Baking and processed foods must be pre-packaged at point of production, or contained in a display case to protect from airborne and human contamination.
  - All persons handling food must wear clean clothing, wash hands often, be free from infectious diseases, not smoke, and avoid touching nose, mouth, and hair.
  - All Vendors must wash hands thoroughly with warm water and soap after visiting the washrooms.
  - Containers and wrappings must be single-use only.
  - Do not allow any unauthorized persons access to where food is being prepared.
  - Racks, shelves, or tables must be provided for food display, and must be at least 6in. off the ground.
  - All canned products must be packaged in new jars and sealed with vacuum lids.
  - Personal effects should not be stored anywhere near food products.
  - Sampling and Condiments: prepare individual samples that cannot be handled by more than one person, provide toothpicks or small paper containers, or pass out samples. For condiments that are being offered, provide tongs, forks, or spoons for each type of condiment being offered, no customer hands in the bowl. Clean up the serving area often, as well as any food scraps that fall on the ground.

**Refuse:** Booths/stalls must be kept free from refuse during the Market day. At the end of the day handfuls of refuse can be placed in the bins provided, except for cardboard

boxes which must be broken down and placed in recycling bins. Garbage in excess of 1 grocery bag must be taken home with the vendor.

**Smoking:** No smoking is allowed in or near any of the booths/stalls at the Market

**LIVE ANIMALS:** Pets and livestock are not permitted in or near the booths/stalls. Guide dogs excepted.

**Insurance:** FMAK does carry basic Public Liability and Property Damage Insurance through Farmers' Market Ontario, but any additional insurance coverage is the responsibility of the individual Vendor. MCFM and FMAK bears no responsibility for any Vendor property at the Market.

### **Formal Complaint Policy**

**Grievances:** All grievances which cannot be resolved by the parties involved (5. below) will be resolved by the Board using a Grievance form (Attached, below).

**Disciplinary Action:** The Manager or Board will follow three (3) steps for anyone found to have contravened MCFM Handbook AND/OR Code of Conduct.

1. Verbal
2. Written
3. Removal from market

### **Market Manager's Responsibilities:**

1. **Rules and Regulations:** The MCFM Manager will supervise operation of the Market. S/he will be available to answer questions and provide support to vendors. The MCFM Manager will also apply the rules and regulations of the Market detailed in the Vendors handbook, and immediately report any violations to the FMAK Board.
2. **Space Allocation:** The FMAK Board will assign booth/stall spaces once the applications have been submitted, but will take into consideration product compatibility of other Vendors.
3. **Removal of Persons:** The MCFM Manager and FMAK Board have the authority, with cause, to request any Vendor or other persons to leave the Market operating area, and if necessary, to call the police for assistance.
4. **Community Table:** A community table will be available for charity and non-profit organizations from the Williamsville Neighbourhood, and for organizations whose mandate is compatible with that of the Kingston Sustainability Plan. This space will be provided at no cost, and can be used for fund-raising, promotional and educational purposes. Sales of any products which fall into regular market categories must be juried. Interested parties must apply to the Market Manager at least 1 week in advance - including samples of any products for fundraising sale. The applicant must ensure that the booth is staffed at all times, and in the same condition as when received. The applicant must provide their table, chairs and display materials.
5. **Problem Resolution:** Vendors are encouraged to approach the MCFM Manager if they encounter a problem. Discussion of problems about the Market in front of customers is prohibited and is grounds for removal without recourse to Steps one and two of Disciplinary Action.

**If a problem arises between vendors:**

Step 1: The Vendors in question must make attempts to resolve the issue on their own.

*Success in this first step is strongly encouraged.*

Step 2: If the Vendors cannot come to an agreement, they will submit a "Grievance Form," including payment, to the Market Manager.

Step 3: The Board will consult as needed and come to a final decision (this process may involve calling the parties together for a meeting). The Board's decision is final.

**VII. Location, Hours and Season****Location**

Grass in front of Memorial Centre main entrance (303 York street)-May-October

Bennett Barn at the Memorial Centre (303 York street)-November-April

**Hours & Season 2023**

Sundays May-October 9am-2pm

Sundays November-December

10am-2pm

**VIII. Insurance**

The market is insured through the FMO.

**IX. Budget**

Made available by request in writing to Treasurer or [memorialcentremarket@gmail.com](mailto:memorialcentremarket@gmail.com)

**Payment** - All vendors must be paid-up FMAK members.

**Refunds** - Booth/stall fees are not refundable unless under special circumstances as determined by the FMAK Board.

**X. Layout (next page)**

**To be added shortly**

**XI. Contact**

Market Manager, Emma Barken

[info@memorialcentremarket.com](mailto:info@memorialcentremarket.com)

613.572.7059

**MAILING ADDRESSES:**

FMAK

c/o Emma Barken

159 Casterton Ave

Kingston, ON

K7M 1R9



## **XII. Attachments**

### **1. Grievance Form**

Grievances will be processed when accompanied by this form. Grievance forms must be entirely filled out and accompanied by the fee to be processed.

### **2. Code of Conduct**

Vendor Applications must be accompanied by a signed Code of Conduct to be processed

## Memorial Centre Farmers' Market Grievance Policy and Form

The Market Manager and Board members have the right to deny or restrict any vendor or vendor representative's access to the market for failure to follow the Memorial Centre Farmers' Market (MCFM) Handbook. Problems, complaints or concerns on market day must be directed immediately to the Market Manager or representative. Any grievance that cannot be resolved between a vendor and the Market Manager may be submitted in writing to the Farmers' Market Board for settlement. The MCFM strives to provide a fair and equal opportunity for all participants to sell and purchase only quality products at a fair and reasonable price. All vendors and the MCFM Market Manager have received a copy of the MCFM Handbook and understand the importance of their cooperation. The grievance procedure is in place to help ensure this policy is followed. Incomplete Grievance forms may not be processed. If you feel a vendor or any other participant has acted in a way that contravenes the MCFM Handbook, or Code of Conduct, please supply the following information:

Your name : \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of the vendor or person in question:

\_\_\_\_\_

Infraction(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of occurrence: \_\_\_\_/\_\_\_\_/\_\_\_\_

Please attach a cheque in  
the amount of \$25.00  
made out to FMAK and  
mail to: FMAK  
c/o Emma Barken  
159 Casterton Ave  
Kingston, ON  
K7M 1R9

If the FMAK Board validates your claim, your cheque will be returned to you. All grievances will receive a written response within two weeks of submission. I have read the MCFM rules and regulations and the grievance policy. I agree to all terms and conditions of the MCFM.

Your signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Date received: \_\_\_\_/\_\_\_\_/\_\_\_\_

Received by:

