



**HORTON**  
**FARMERS' MARKET**  
ST. THOMAS • ESTABLISHED 1878

**ST. THOMAS HORTON FARMERS' MARKET**  
**St. Thomas, Ontario**

Operated by the Horton Farmers' Market Board of Management, under the auspices of the Corporation of the City of St Thomas

**Making Memories since 1878**

The Horton Farmers' Market is a community-driven market committed to providing fresh products from local producers to St. Thomas and area since 1878.

# 2020 HFM Vendor Rules and Regulations

## 1. Location

Located in the heart of downtown St. Thomas, the Horton Farmers' Market is located on Manitoba Street, one block north of Talbot Street. There is ample parking at this location for both vendors and customers.

## 2. Hours of Operation & Season Duration

The official advertised hours of the market are Saturday's, 8:00 am to 12:00 noon, from Mother's Day Weekend (May 9, 2020) until October 31, 2020. For special events, longer hours and additional market days occasionally may be offered to participating vendors. The timing of these unique dates of operation will be determined by the Market Manager in collaboration with the Board of Management (herein referred to as the Board).

## 3. Mandate of the Horton Farmers' Market

The Horton Farmers' Market is a community-driven market committed to providing fresh products from local, producer-based vendors.

a) The percentage of farmer vendors will be at least 51%

b) 'Local' will be defined as:

i) Products and producers from Elgin County

ii) Products and producers within a 60-km radius of the Horton Market site

iii) Products and producers within 100 km radius of the Horton Market site (may be admitted at the discretion of the Market Manager)

## 4. Set-up

a) Set-up time will be from 6:00 am to 7:45 am.

b) The daily stall fee must be paid to the Market Manager before each day either by cash or cheque.

c) Vendors must occupy their space by 7:45 am or their stall may be given to another vendor that day at the discretion of the Market Manager. No refunds will be given if an alternative space is unavailable.

d) A vendor may not leave before 12:00 noon unless previous arrangements have been made with the Market Manager or designate. **In the event a vendor sells out of product, they must remain at their stall until 11:30 am.** In any case, a vendor may only leave if it can be done with minimal disruption and in a safe manner.

e) All vendors must be off the premises by 1:00 pm unless previous arrangements have been made with the Market Manager.

f) Vendors may park their vehicles adjacent to their stall provided it does not block pedestrian alleyways or obstruct other vendor vehicles.

g) Indoor vendors shall move their vehicles to a designated area after they have completed their set-up to allow maximum parking for the public. The Market Manager will decide where this area should be located.

## 5. Allocation of Vendor Stalls

Vendor Stalls will be allocated by the Market Manager as follows:

- a) All vendors must apply each season for stalls.
- b) Renewing seasonal vendors with **20 or more weeks' payment in advance** may request the same stall as they occupied at the end of the previous season. The payment must be received by a publicized date, to be determined by the Market Manager and/or the Board.
- c) Renewing seasonal vendors who wish to change to a new, unreserved stall will be given next consideration in the process of assigning available stalls. The stall must be reserved by a publicized date, to be determined by the Market Manager and/or the Board.
- d) New, seasonal vendors have third choice of remaining stalls.
- e) Daily vendors will be assigned on a first-come first-serve basis to stalls by the Market Manager.
- f) Not-for-Profit (NFP) and Community Organizations will be considered as a daily vendor, for the purpose of stall allocation, unless prior reservation arrangements have been made.
- g) The NFP or Organization may be offered one free rental space per season, and may be limited to once-per-season stall allocation. Membership fees are applicable.
- h) Delinquent vendors (i.e. Those who do not attend on market days without providing proper notification will not be guaranteed their seasonal stall selection and may lose their current stall allocation).
- i) The final stall allocation will be at the discretion of the Market Manager.

## 6. Vendor Policies and Procedures

- a) For rates and membership fees, please refer to 'Horton Farmers' Market Rate Card'.
- b) Vendors must let the manager know what date/dates they are planning to attend the market. If a vendor has confirmed attendance and does not show, without communication to the market manager by Wednesday before market day, the vendor will be responsible for paying for that week's stall and will not be able to attend another market day until the missing rental fee is paid. Vendors who have pre-paid will not receive a refund and the missing week will count as one of the weeks attended.
- c) Stall Appearance
  - i) Vendors are to post their name/name of their business and address prominently in their stall. Letters to be not less than 2 inches high and ¼ inch thick.
  - ii) Vendors shall honour all Horton Farmers' Market promotions, special events, etc.
  - iii) Vendors shall maintain their stalls in a neat, clean and orderly fashion.
  - iv) All vendors are expected to dress neatly and in clean attire.
  - v) Smoking and/or vaping is not permitted on the market premises as per St. Thomas by-law #89-2004 as amended.
- d) Garbage and Storage
  - i) Vendors must place their own refuse in a suitable container at their stall and remove refuse when they leave.
  - ii) General garbage containers are for the use of customers only.

iii) There will be no storage of tables, benches, signs, coolers, etc. in the main building for outdoor vendors.

iv) Interior vendors wishing to leave personal property in the main building will be required to provide proof of comprehensive liability insurance, at their own expense, satisfactory to the Board.

v) Equipment belonging to vendors may only be left indoors if the stall has been pre-paid. If a vendor has been absent more than two weeks without notifying the Market Manager, the vendor's equipment may be removed from the market building.

#### e) Insurance

Interior vendors wishing to leave personal property in the market building (I.e. Signs, shelving, retail display items) shall, at their own expense, obtain and keep in force during the term of the market season, Comprehensive General Liability Insurance satisfactory to the City, including the following:

i) The Corporation of the City of St. Thomas shall be named as an additional insured.

ii) The policy shall contain a provision for cross liability in respect of the named insured.

iii) Owner's protective coverage

#### f) Product

i) All vendors shall comply with the requirements set by OMAFRA, as well as Federal, Provincial, Municipal and local Health Unit regulations, regarding the labelling of their product by type, price, etc.

ii) Only vendors offering goods for sale which they have produced themselves will be considered. No produce may be sold at the market which has not been grown locally, as per the Mandate outlined in section 3.

iii) Absolutely no resellers or peddlers will be allowed at the market. A farmer producer may sell additional produce grown by a relative, or a neighbouring farmer, as long as this additional produce does not exceed 25% of the vendor's product volume per market season. A vendor may not attend the market until one of their own primary products is available for sale. The intent of this exception is to increase the diversity of fresh produce offered to customers.

iv) Producers bringing additional produce must clearly label it with the name of the farm it came from. Additional produce must come from within the 60-km radius as specified.

vi) All vendors are required to indicate the source of the additional product.

vii) The need for products will be dealt with on a case-by-case basis if and when they are not available locally (I.e. coffee, cherries) with prior approval of the Market Manager.

viii) Vendors will not sell any flea market-type items.

vx) No live animals, including cats and dogs, will be allowed for sale at the market.

x) Vendors are to follow the general rule of "Don't sell anything that you would not want to buy".

#### g) Sales Reporting and Pricing

i) Vendors will provide their estimated sales totals at the end of each market day on an anonymous basis. Totals will be checked and calculated weekly for statistical purposes.

ii) Vendors agree not to practice distress pricing nor will they reduce prices at the end of the market hours.

## 7. Not-for-Profit (NFP) Organizations and Community Associations

- a) NFP's and Community Associations may be allocated stall space for the purpose of fundraising and community awareness programs.
- b) Stall allocation is at the discretion of the Market Manager.

## 8. All Other Vendors

- a) All other vendors, not listed above, will be permitted at the discretion of the Market Manager on a specific case basis.
- b) In all instances, the mandate to highlight local, producer-based vendors will be a priority.

## 9. Examples of Items Which May Be Offered for Sale

Fruits	Vegetables	Bedding plants, Herbs
Shrubs and Trees	Meat and Fish	Cheese
Maple Products	Apple Cider	House Plants, Potted Plants
Roots and Seeds	Poultry and Eggs	Honey Products
Cut and Dried Flowers	Mushrooms	Grains
Baked Goods, Preserves	Seasonings	Hand Produced Crafts
Local Artisan Work		

Vendors wishing to sell anything not listed above may request permission from the Market Manager. Please keep in mind the following:

- a) All products must be of high quality and be pleasing to the eye and taste.
- b) All home baking, jams and canning must be labelled indicating the name and city of the vendor, ingredients, and a statement of measure. Home baked goods must be wrapped to prevent contamination.
- c) Inquiries regarding health regulations are the responsibility of each vendor and may be obtained from Southwestern Public Health at (519)631-9900.

## 10. Board of Management and Market Manager

- a) The Board of Management and the Market Manager will enforce vendor rules and regulations.
- b) The Market Manager shall decide on a daily basis as to the admissibility of any item. A vendor may ask for a specific ruling by the Board of Management for future reference.
- c) Vendor Rules and Regulations will be made available to all vendors at the beginning of each market season, and with each new vendor application.

## 11. Compliance

- a) All Vendors agree to comply with the rules and regulations of the Horton Farmers' Market as set out in this document.
- b) Understanding and compliance is acknowledged by the vendor, by means of their signature on the vendor application. All vendors shall complete an application package, each market season.
- c) The Market Manager may undertake vendor compliance site visits as directed by the board.
- d) Vendor meetings may be called, at the discretion of the Market Manager, to review rules and regulations, and to provide input for market operations.

- e) Compliance with both provincial and federal sales tax regulations is the responsibility of the individual vendor.
- f) Vendors shall comply with all federal, provincial and municipal regulations regarding the sale of their merchandise. Neither the Board of Management, nor any of its designates, shall be held responsible for any non-compliance.
- g) Vendors who violate any of the rules and regulations shall receive a verbal reminder of said violation. A second offence will result in a written notice of violation and notification that further non-compliance may result in fines or status review. A third offence will result in a vendor's status being reviewed by the Board and will result in either a fine or expulsion from the market.
- h) Any items not specifically covered by these rules and regulations shall be dealt with by the Board of Management at the discretion of the members of that committee.