



2022 Vendors' Handbook of Rules & Regulations

PURPOSE

1. The purpose of the Vendors' Handbook of Rules & Regulations is to describe the organization and administration of the Prescott Farmers' and Crafters' Market and to detail the rules and regulations to be followed by the Prescott Farmers' and Crafters' Market Clerk, and the Vendors of the Market.

ORGANIZATION

2. ***Prescott Farmers' and Crafters' Market Terms of Reference:***
 - To establish ways of increasing vendor participation.
 - To organize specific events to bring residents/visitors to the Market.
 - To implement "Branding" tools to further promote the Market to the Prescott area.
3. ***Mission Statement:***
 - To maintain a Farmers' & Crafters' Market to market local farm and craft products
 - To stimulate public interest in agriculture and crafts
 - To increase the presence of local products to the consumer
4. ***Objectives:***
 - To protect and preserve our market, while supporting our vendors.
 - To display and market high quality vegetables, fruits, meats, baked goods and arts/crafts.
 - To create a unique market opportunity.
 - To build a community where knowledge and research may be shared.
 - To work together in a co-operative spirit; with producers and customers

5. **Contact:**

The Town of Prescott is responsible for the revitalization, day to day operations of the Market, and the designation of the Market Clerk(s).

Town of Prescott staff are responsible for issuing annual and daily vendor licenses in accordance with the Town of Prescott's Farmers' and Crafters' Market Bylaw, as amended from time to time.

6. **Market Administration:**

Market Clerk(s)

A person or persons designated as the Market Clerk (s) shall be contracted by the Town of Prescott to assign reserved spaces, to collect the daily market fees to pay the fees over to the Town of Prescott Treasurer and to maintain order.

Decisions rendered by the Market Clerk on Market Days shall be final. The Town of Prescott Clerk, in collaboration with Town of Prescott staff, shall be the final arbitrator on matters pertaining to the applicability and interpretation of the rules and regulations described within.

Vendor Representative(s)

The Vendor Representative(s) will act as a liaison between the Farmers' and Crafters' Market Task Group and the Vendors and will have no authority over the daily operations of the Prescott Farmers' and Crafters' Market. Any concerns on Market days should be addressed through the Market Clerk(s).

MARKET LOCATIONS AND DATES

7. **Location:** The Prescott Farmers' and Crafters' Market will be located at the Municipal Parking lot, on the south west corner of Centre and King Streets in Downtown Prescott. See Farmers' & Crafters' Market Location/Vendor Map, attached as Schedule A.

8. **Dates and Hours:** Market day(s) are every Saturday from 9:00 am until 2:00 pm. An additional day or evening market held on select Wednesdays, may also designated annually by the Farmers' and Crafters' Market Task Group, subject to the approval of the Town of Prescott. Weeknight market hours are to be set on an annual basis. Additional market days or special events may be added during or outside the regular Market season, at the sole discretion of the Town of Prescott.

MARKET FEES

10. No person shall be permitted to sell, or display for the purpose of sale, any permitted item or items unless and until he/she has paid the prescribed fee as set out annually under Prescott's Consolidated Fees & Charges By-Law.

PRODUCTS

11. Sales on Prescott Farmers' and Crafters' Market shall include all kinds of meat, vegetables, grain, fruit, poultry, eggs, dairy products and all other types of products usually sold in public markets including homemade handicrafts and shall be subject to this By-law and all applicable federal and provincial statues, acts, and regulations.
12. The majority of products sold by market vendor shall be Ontario grown or produced.
13. All non-food related products sold at the Prescott Farmers' and Crafters' Market must be new or substantially altered from their original state to be eligible for sale.
14. A portion of the wares or produce offered for sale on Prescott Farmers' and Crafters' Market should be produced or grown by the seller.
15. The sale of citrus fruits, bananas and/or vegetables or fruits grown, produced or processed outside of the Province of Ontario are prohibited in Prescott Farmers' and Crafters' Market.
16. The dispensing and sales at the Market of cooked and/or processed and held food products that can be sold heated or reheated, if necessary, shall be permitted at the Prescott Farmers' and Crafters' Market. The number of handheld food vendors will be limited to 20% of the total vendor licenses issued.
17. Alcoholic beverages, including locally-made craft beer, wine, and spirits, may be sold at the Prescott Farmers' and Crafters' Market, subject to applicable provincial laws and Health Unit guidelines.
18. Produce vendors are very important to the Prescott Farmers' and Crafters' Market. The Market actively seeks and encourages locally grown fresh produce at the market. The vendor should be the only stop between the grower and the consumer.
19. Notwithstanding other provisions, the Town of Prescott may, in its sole authority, provide for, during Market days or otherwise, the expansion of eligible goods for sale including, but not limited to, flea market-type events, antiques/collectibles, and community yard sales.

PRODUCT QUALITY

20. All products sold at the Farmers' and Crafters' Market must represent a high-quality example of its given field. The Town of Prescott, through the Market Clerk, has the sole authority to determine if products for sale do not meet this standard. Products intended for sale will be reviewed as part of the application process and periodically during the Farmers' and Crafter's Market operating days. The Market Clerk has the authority to deem vendors to be ineligible for participation in the market if products for sale are deemed to be ineligible at any time. Vendors may appeal the decision of the Market Clerk to the Farmers' and Crafters' Market Task Group within 15 days of being

notified of the Market Clerk's decision. On appeal, the Farmers' and Crafters' Market Task Group has the power to affirm or reverse the decision of the Market Clerk.

21. Ontario, perishable farm products and baked goods must be appropriately packaged and handled, complying with any applicable regulations of the Leeds, Grenville & Lanark District Health Unit.
22. Foods may not be purchased for re-sale or commercially pre-packaged. The Prescott Farmers' and Crafters' Market is committed to bringing high quality products, produce, and foodstuffs to the Community. Any goods that are not sufficient quality may be removed from sale by the on-site Market Clerk.
23. The Market Clerk has the authority to request the removal of any product that he/she deems as being offensive. (i.e. hand printed t-shirts)
24. Any vendor found selling contaminated foodstuffs or produce shall be suspended from selling at the Market until satisfactory clearance has been obtained from the Leeds, Grenville & Lanark District Health Unit and the Town of Prescott.

LIVE ANIMALS

25. The sale of pet animals, such as dogs or cats, on the Prescott Farmers' & Crafters' Market, is not permitted.
26. Vendors shall be permitted to have their pets with them at the Market as long as the following items are respected:
 - The vendors pets shall be kept within their sales space and shall not be a hindrance to customer traffic.
 - Pets will be calm and well-behaved. Aggressive or out-of-control behavior will not be tolerated.
 - All food safety rules and regulations in regards to animals present shall be followed.

A three-tiered warning system for breach of the above shall be implemented including:

- A verbal warning
- A written warning and
- A final warning and removal of the vendor's pet from the market

PRICING OF PRODUCTS

27. The Prescott Farmers' and Crafters' Market is a retail market. It is the intent that prices charged should be at fair market value.

ASSIGNMENT OF MARKET SPACES

28. There are no "reserved spaces" at the Prescott Farmers' and Crafters' Market.

29. The assignment of Market stalls will be coordinated by the Market Clerk(s), in a fair and reasonable manner. The Market Clerk(s) shall be responsible to organize a stall footprint based on the vendors confirming their participation 24 hours prior to each and every Market day.
30. It is the responsibility of the vendor to communicate to the Market Clerk regarding their attendance at the Market each and every Market Day. If a vendor does not communicate their attendance with the Market Clerk within 24 hours prior to opening, or is not set-up in their previously assigned stall within ½ hour prior to Market opening time, the Market Clerk has the discretion to re-assign his/her stall to an alternate vendor.
31. At the discretion of the Market Clerk, any vendor leaving the Market prior to Market closing time may be allocated to the “overflow area” of the market or removed from the market if subsequent incidences occur.
32. Upon payment of the prescribed DAILY fee a market space shall be assigned to a vendor on a “first come-first served” basis, by the Market Clerk.
33. The goal is to create a Market layout that is complimentary to all vendors and to the Market as a whole. In order to complement the Market layout all vendor tents shall not exceed 10 feet X 10 feet in size.
34. Market Vendors are required to provide and set-up their own displays and tents. On-site storage of vendor tents/display materials is not provided.

SPACE LIMITATIONS

35. Each Market Space shall consist of a space measuring approximately ten (10) feet by ten (10) feet square at the discretion of the Market Clerk.
36. No more than two Market spaces shall be assigned to any one vendor. No Vendor stalls shall be erected outside of the defined Market area.

STORAGE REGULATIONS

37. The Town of Prescott is not responsible to provide vendors with storage space.

COMMUNITY GROUPS AND MUSICIANS

38. One Market Space shall be made available on any market day for the use of Town of Prescott Community Organization at no charge. The space will be available for use on a "first come-first served" basis. Reservations must be made with the Market Clerk at least one week in advance. Musicians will also be encouraged to attend the Market. Arrangements for these groups will be made through the Town of Prescott. All other provisions of this by-law shall apply to any such user.

VENDOR RESPONSIBILITIES

39. It is each vendor's responsibility to obtain and maintain any licences, permits, inspections, and insurance necessary for their display and sale of products.
40. All food vendors are required to complete and submit a Vendor Compliance Checklist to the Leeds, Grenville & Lanark District Health Unit (link included under attachments list below). Vendors are also required to adhere to the Food Safety Guidelines for Farmers Markets (Attached as Schedule C).
41. Vendors must comply with all municipal regulations and licensing requirements, including all parts of the Prescott Farmers' and Crafters' Market Vendors Handbook of Rules and Regulations.
42. Upon the execution of the prescribed vendor agreement, the applicant person shall be a vendor and shall be entitled to the space so allocated on Market days from May to October. Application forms may be obtained from the Market Clerk, the Town of Prescott website, or Prescott Town Hall.
43. All vendors must be forthcoming with respect to identify any and all items that he/she are intending to sell at the Market. Should a product be added to the vendor's inventory at a later date the vendor is responsible to contact the Town of Prescott and have the application amended and approved.
44. All vendors must follow sanitary procedures.
45. Any vendor that requires electricity at their booth will be responsible to provide their own outdoor three (3) prong CSA approved extension cord (no indoor cords permitted). The Market Clerk(s) will assure that all extension cords are not damaged prior to being permitted to connect to the Town of Prescott's electrical outlets.

BOOTH APPEARANCE

46. Vendors shall keep their Market Space in a clean and orderly state during occupation of the space, and upon leaving, shall remove all refuse and litter. Town of Prescott garbage containers shall not be used for disposal of any vegetables or fruit.

VENDOR BEHAVIOUR

47. Vendors shall demonstrate professionalism and respect both in behaviour and appearance.
48. All vendors must wear shoes and shirts at the Market.
49. No vendor shall operate his/her business in a noisy manner or interrupt the general business of the Prescott Farmers' and Crafters' Market or obstruct the Market or persons attending it.

50. Smoking is not permitted within the Market Area, attached as Schedule A.

PAYMENT OF FEES

51. No person shall be permitted to sell, or display for the purpose of sale, any permitted item or items unless and until he/she has paid the applicable fee.

PARKING

52. Vendors shall park their vehicles in the assigned 'vendor parking areas' as per the direction and discretion of the Market Clerk. At the discretion of the Market Clerk, vendors may be permitted to park within their stall area in some cases where the sale of goods from a vehicle can be demonstrated as a necessary display requirement for vendors. See vendor parking area attached as Schedule A.

HEALTH AND FOOD SAFETY

53. Every person handling food products shall maintain a very high standard of personal hygiene, cleanliness, and shall adhere to all Leeds, Grenville & Lanark District Health Unit Food Safety Guidelines. (Attached as Schedule C)

As part of OMAFRA's Food Safety Monitoring (FSM) Program, produce, honey and maple syrup are collected by OMAFRA Inspectors who are appointed under the Food Safety and Quality Act, 2001 (FSQA). Section 24 of the FSQA gives Inspectors the authority to collect samples at the owner's expense. Effective February 1, 2019, producers are no longer being reimbursed by OMAFRA for produce, honey and maple syrup samples.

INSURANCE

54. Vendors are required to provide to the Market Clerk Proof of Insurance showing coverage to appear at the Prescott Farmers' and Crafters' Market. Proof of Insurance must be submitted prior to the vendor's first market date.
55. The Town of Prescott bears no responsibility for any vendor property at the Market.

FARMERS' MARKET TASK GROUP

56. The Farmers' and Crafters' Market Task Group is a committee that assists in the management and support of the Market. Meetings of the Farmers' Market Task Group are held on a needs basis only.
57. Seasonal Vendors will appoint representative(s) to the Farmers' Market Task Group.

GRIEVANCES AND CONCERNS

58. Should a vendor feel their rights as a member of the Prescott Farmers' and Crafters' Market have been violated in some way, or feel that another vendor, of someone else has acted outside of their authority with the Prescott Farmers' and Crafters' Market or

in a way that harms the Prescott Farmers' and Crafters' Market as a whole, the following steps should be taken:

The concern should be put in writing and include a clear and specific description of the problem and the name(s) of the person(s) involved, a description of the ways in which the person has attempted to resolve the matter (if appropriate), and at least two courses of action that would satisfy the writer (if appropriate). These should include, but limited to:

- Mediation between involved parties
- Forming a committee to hear all sides of the issue and recommend action to the full committee.
- Determine that the issue does not warrant formal steps to resolve it and should be handled through other channels.

Copies of this correspondence should be sent to the Town of Prescott staff and to all persons Involved with the concern. This must be a signed correspondence.

The Town of Prescott has final authority in deciding the outcome(s) of all concerns.

PENALTIES

59. Any person who contravenes any section of this document, or any policy within, shall, in the first occurrence, be so advised by the Market Clerk. In the event the contravention is not remedied to the satisfaction of the Town of Prescott, the offending party shall be summarily removed from the Market, together with their goods, provisions or other activities.
60. Any person who contravenes the provisions of this document on a subsequent occasion shall be deemed to be guilty of an offense, and on conviction, shall be liable to a fine not exceeding \$1,000, as provided for by the provisions of the Provincial offenses Act (RSO 1990, Chapter P33, as amended)

INDEMNIFICATION

61. The Farmers' Market Vendor shall indemnify and save harmless the Town of Prescott from and against any and all claims, demands, causes of action, loss, costs or damages that the Town of Prescott may suffer, incur or be liable for, resulting from the performance or non-performance of the Vendor of his or her obligations under the license whether with or without negligence on the part of the Vendor, the Vendor's employees, directors, contractors and agents.

APPLICATION FOR LICENCING

62. Any person seeking to participate as a vendor in the Farmers' Market shall complete and submit the Prescott Farmers' and Crafters' Market licensing application (Attached as

Schedule B). Any vendor seeking to sell food items shall complete and submit a Vendor Compliance Checklist to the Health Unit (Link Provided Under Attachments List).

ATTACHMENTS

- 1) Schedule A - Farmers' & Crafters' Market Location/Vendor Map
- 2) Schedule B - Prescott Farmers' and Crafters' Market Vendor Application
- 3) Schedule C - Leeds, Grenville & Lanark District Health Unit - Food Safety Guidelines for Farmers Markets
- 4) Leeds, Grenville & Lanark District Health Unit - Vendor Compliance Checklist

(Online Completion/Submission Required by all Food Vendors)

<https://healthunit.org/health-information/food-safety/special-events-farmers-markets/checklist-for-vendors/>