



SUNDERLAND FARMERS' MARKET APPLICATION

LOCATED AT THE SUNDERLAND MEMORIAL ARENA

20 PARK ST, SUNDERLAND L0C1H0

9:00AM TO 2:00PM SUNDAYS

2020 JUNE 14 TO OCTOBER 25

WEBSITE: WWW.SUNDERLANDFARMERSMARKET.COM

FACEBOOK: SUNDERLAND FARMERS' MARKET

EMAIL: INFO@SUNDERLANDFARMERSMARKET.COM

February 1, 2020

Dear Vendors:

Welcome to the first year of the new Sunderland Farmers' Market. Please submit your application and first or full payment by May 31st 2020

Priority will be given to any vendor applying for the full season and paying in advance. Second priority will be for half season vendors and lastly, to weekly vendors if space permits. You will be contacted by June 5th 2020 if you are approved as a vendor.

All Food and Farm vendors must:

- fill out and return the Durham Region Health Department Food Vendor Application Form, along with your Application to the Sunderland Farmers Market. It is your responsibility to comply with their rules.
- have access to a hand wash station. The market is not responsible for supplying these stations.
- All items or ingredients prepared outside of the market considered "Potentially Hazardous Foods" by Durham Region Health must be prepared in an inspected kitchen.
- All food vendors or vendors sampling food must have thermometers for both cooked food, and for refrigeration.

All vendors must remit payment in full at the start of the season or at the start of each month for that month.

To apply, please submit the Application pages 1, 2, 9; and pages 10 & 11 if applicable.

Sincerely,

Jordan Mount – Market Manager

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Applicant Name:	
Name of Business:	
Website:	
Facebook/Instagram:	
Address:	
City:	
Postal Code:	
Telephone #:	Home:
	Cell:
	Business:
Email Address:	
Spot Required: SINGLE [10' x 10'] DOUBLE [10' x 20']	
Requested: Full Season 20 weeks Part Time/Half Season [provide dates*] 10 weeks Part Time [provide dates*] Dates:	
<i>*NOTE: a spot is reserved for you for the dates provided. If you don't show up, then you forfeit the fee for the day. If you want a date change, please provide a 2 week notice for a new date. New date depends on availability.</i>	

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List specific items (onions, garlic, etc.) to be sold, include separate sheets if necessary.
For items not produced by vendors, please include source of origin and contact info for Board verification. These items should not exceed 25% of sellable product for the season.

Produce vendors please skip to: **“PRODUCE VENDOR’S PRODUCT CHECK LIST”**
(last two pages of application package). Other vendors please complete below.

<u>Items produced by vendor</u>	<u>Items not produced by vendor</u>

Having paid the appropriate stall and association fees and having read and understood the rules and regulation thoroughly, I hereby agree to comply fully with these and all other

Federal, Provincial and Municipal rules and regulation that apply. I may forfeit my right to sell at the Sunderland Farmers' Market if I am found to be in non-compliance.

Signature of Vendor

Date

Please attach a cheque [for the full fees of the full or part season] made payable to:
Jordan Mount

E-Transfer available to: *info@sunderlandfarmersmarket.com*

**Please include business name in comment, and e-transfer confirmation number to info@sunderlandfarmersmarket.com*

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Rules and Regulations

Location

Held outdoors, at:

**The Sunderland Memorial Arena
20 Park St, Sunderland L0C 1H0**

Hours

- Every Sunday from 9:00AM till 2:00PM (hours must be adhered to). Starting June 14, 2020 to October 25, 2020. All vendors are to be off the premises by 3:00pm.

Membership (Eligibility)

- All new members will be subjected to a two (2) week trial period before being given permanent membership in the Association.
- All Vendors selling at the Market shall be paid-up members of the Association, and shall produce within 200 km. of Sunderland, Ontario.
- Association members will be invited to the Annual Meeting and will have voting privileges: when voting is required, the registered Vendor is allowed one vote (i.e. two spots held by one registered vendor = one vote).
- Application for membership by Vendors shall be made to the Vendor Committee and approved by the Sunderland Farmers' Market Board of Directors at least one week prior to a Vendor setting up a stall at the Market. Exception may occur if the product(s) offered are unique to the Market, in which case approval may be granted for immediate setup.
- A Vendor is responsible for providing verification that all saleable products are made or produced or grown by the Vendor. Items not produced by the vendor must be documented and verifiable by the Farmer Market Board. This will be decided on a case by case basis if and when permitted. No produce will come directly or indirectly from the Ontario Food Terminal.
- Handcrafted items (i.e. jewelry, clothing, art) shall be 100% original and hand-produced. Space for craft vendors will be limited to a ratio of 5 to 1, at the discretion of the Board of Directors.
- All craft vendors shall submit a portfolio or samples of their work to the board for approval prior to acceptance as Vendors.

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Stall Fees

SINGLE spot (10' x 10')

- . **\$250 full season (20 weeks)**
- . **\$175 half season (10 weeks)**
- . **\$20 weekly**

DOUBLE spot (10' x 20')

- . **\$350 full season (20 weeks)**
- . **\$250 half season (10 weeks)**

- Weekly fees cover one market day. Payment is non-refundable if week is missed.
- Vendors must submit the application by May 31st 2020 along with a payment. Cheques to be dated no later than June 5th 2020
- Subletting of stalls **is not permitted**
- Within the first four weeks of the season, any Vendor who wishes to forfeit or cancel their full season permit may request a refund for the unexpired portion of the fee, provided that seven days' written notice is given. An administration fee of \$75 will be forfeited.
- Fees will be reviewed annually and may be subject to change. The Board of Directors shall annually set Vendor's fees to cover common Market expenses, such as advertising, rentals, and insurance.

Allocation of Space

- Stall sizes are: 10'x10', 10'x20'
- Each Vendor complying with the rules of this agreement may renew their stall(s) for the following season if done by March 31st of the Market year.
- No stall is a guaranteed weekly or half season reserved location. The market manager has the right to move vendors to any market location.
- Renewing full season vendors who wish to change to a new, unreserved spot, have first choice of remaining spots.

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- Spots that become available will be allocated or moved at the discretion of the Market Manager.
- All vendors are responsible for letting the Market Manager know in advance, early in the week if he/she is not able to sell on a specific day. Weekly fees are not refundable without 2 weeks' notice, unless approved by the Board of Directors due to personal or family emergencies.
- Non-profit groups may be permitted space at the Market by Board approval. Their products must conform to the regulations outlined in this policy (community or charity promotions).

Set-Up

- Vendors must arrive at the Market by 8:00AM on Market day, a \$10 fine will be issued for late arrivals or no show without prior notice. After 8:30 am the Market Manager shall have the right to rent his/her booth to another person for the duration of that day. The manager shall not, by such action, be deemed to have condoned the Vendor's absence, and the Vendor remains responsible for the fee pertaining to that day. If a Vendor does not show up for 2 consecutive Market dates, a review will be required by the Board and such permit holder may be required to surrender their designated spot and any fee for the unexpired portion of the term shall be forfeited.
- All Vendors must be set up before 8:30AM. No permit holder may hold a space for another permit holder. Any exceptions made on a case by case basis. Vendors must stay within the boundaries of their booth.
- No vendor should leave the Market prior to 2:00PM, unless previously arranged with the Manager; failure to comply will result on a **\$10 FINE** to the vendor.
- **ALL VENDOR DISPLAYS, TENTS, AND TARPS MUST BE SECURED BEFORE THE MARKET OPENS TO ENSURE THE SAFETY OF CUSTOMERS AND VENDORS**
- The Market Manager or designate shall have the right to approve, any signs, decorations or displays in the Vendor's space and to request changes or removals of them.
- Vendors will be requested to locate vehicles not needed in their display within an area designated by the Market Manager
- No vendor shall make any change or alteration to the arena property

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- Vendors shall remain in their own market space when selling. Sales shall be conducted in an orderly manner. A stall must always be attended by a responsible person 16 years of age or older. No objectionable means of soliciting shall be tolerated.
- The Sunderland Farmers' Market cannot be held responsible for items destroyed by fire, vandalism, theft, or any other cause.
- Stereo equipment or any other equipment which produces sound will be permitted only with the approval of the Market Manager. The market manager may request to remove any noise producing equipment deemed to be a nuisance from a vendors stall.
- Each Vendor shall be permitted to have one 12" x 12" sign, neatly displayed at their stall, to promote an additional business that they operate themselves.
- Vendors shall not block walkways; fire exits or other Vendors' stalls.
- All Vendors shall post their name and address in a prominent spot. All licenses, i.e. Health Unit, etc., should be visible to the public.

Range and Origin of Products

- The Vendor shall sell from his/her stall(s) only those items which are approved by the Market Manager. Only Ontario grown produce or meat may be sold. Any product not produced directly by the vendor must be clearly indicated by signage as to where it was produced by the farm or origin name. At the beginning of the season, each Vendor is responsible for completing the application and including first or full payment. Once approved, any changes or additions must receive the prior written approval of the Market Manager. Items not approved may not be sold at the Market and will have to be removed immediately from a vendor's booth. Nothing coming directly or indirectly from the Food Terminal will be approved.

- **Acceptable Items:**

Garden Produce (Vegetables and Fruit)	Cut and Dried Flowers
Honey	Shrubs and Trees
Bedding Plants	Grains
Poultry and Graded	Eggs
Sweets / Baked Goods	Crafts
House Plants / Potted Plants	Maple Syrup
Preserves	Meat and Fish
Animal Feed	Cheese
Herbs and Spices	Apple Cider

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- Anyone wishing to sell anything not listed above must contact the Market Manager for prior approval.
- All crafted products must not be factory made or commercially produced.
- Flea market or manufactured items are not allowed.
- All fruits, vegetables, plants, flowers and meats must be produced, grown and processed in Ontario within 200km of Sunderland.

Vendor Responsibilities

- 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. All vendors shall carry Public Liability Insurance in the amount of \$2,000,000 with the Township of Brock and Sunderland Memorial Arena named on the policy.
- All Vendors are responsible for compliance with health regulations
- All Vendors shall label their produce clearly by type and price.
- Vendors shall practice equal pricing. For example, if two vendors are selling vine tomatoes in 3-liter baskets, they should adjust their prices to be within **10%** of each other
- Vendors are responsible for keeping their stall area neat and clean at all times. At the end of the Market day, the Vendor is required to remove everything from his/her space and sweep the selling area. If a space is not clean, the Market Manager will clean it, and bill the Vendor accordingly.
- Vendors must take all garbage home that is produced by them or left at their booth by customers.
- Each Vendor is responsible for:
 - a) Bringing his/her own table, weights, and display tools
 - b) Bringing his/her own recycling garbage can/box.
 - c) Bringing his/her own containers (baskets, bags, boxes, etc.)
 - d) Bringing his/her own cash box and change
 - e) Cleaning up around his/her own area at the end of the day
 - f) Bringing his/her own tent/element protection

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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 Regulations is the responsibility of the individual Vendor.
- No person shall sell or offer for sale food that does not conform to the Public Health Act, and all regulations made thereunder. The market will conduct inspections at random or as required. The market manager has the right to request food items removed for sale if in violation of standards provided by Durham Region Health Department.
- No Vendor shall sell produce labeled “Organic” unless the produce is grown on a certified organic farm.

Penalties

- Any person who contravenes any of the provisions of these Rules and Regulations is subject to the cancellation of their permit.

Managing the Market

- The association may employ or select a Market Manager, whose duty shall be to collect fees, assign market stands, and in general supervise the market. He/she shall be responsible to the Board of Directors.

Applications to be emailed to info@sunderlandfarmersmarket.com or mailed to:

Hunter Creek Farm
c/o Jordan Mount
43 Lorne St
Sunderland ON L0C1H0

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Sunderland Farmers' Market
Code of Ethics

To assure transparency and growth on a basis of mutual respect, fairness and integrity, and ever-mindful of the public welfare, I, as a member of the Sunderland Farmers' Market have adopted and do hereby subscribe to the Code of Ethics:

- I am a producer of locally grown/raised/made products.
- I will present a well-kept display, plainly priced and described, with origin of product clearly marked. I will sell an honest pack, well filled, and meeting stated grade.
- I will NOT use false or deceptive statements in my marketing/advertising.
- I will NOT hold the Sunderland Farmers' Market, including any member of the board of directors or management, liable for any loss or damage that occurred in the market area
- I will train any staff or volunteers representing my business to conduct themselves in a respectful and courteous manner.
- I will maintain a clean, attractive market stall.
- I will bring any issues forward to the Market Manager and will not confront another vendor or create an uncomfortable working environment for fellow vendors.
- I will observe all laws of the Sunderland Farmers' Market
- I will actively promote the Sunderland Farmers' Market, recognizing that it takes all our efforts to make this market successful.

I acknowledge that I have read the Code of Ethics and agree to abide by it to the best of my ability. I understand that violation of the Code of Ethics may result in my membership being revoked should the Board of Directors feel it necessary to do so.

MEMBER

ASSOCIATION

SIGNATURE

DATE

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PRODUCE VENDOR'S PRODUCT CHECK LIST

Please check under the **SELF GROWN** or **OTHER FARM [provide name of farm]** column, next to the item you are planning on selling at the Market

VEGETABLES:	Self Grown	OTHER FARM (Name)
Asparagus		
Beans		
Beets		
Broccoli		
Cabbage		
Carrots		
Cauliflower		
Celery		
Chard		
Corn		
Cucumbers		
Eggplant		
Garlic		
Herbs		
Kale		
Leeks		
Lettuce		
Mushrooms		
Onions		
Parsnips		

Peas		
Peppers		
Potatoes		
Pumpkin		
Radishes		
Spinach		
Squash		
Tomatoes		
Turnip/rutabaga		
Zucchini		

Other: (use separate sheet if necessary)

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PRODUCE VENDOR'S PRODUCT CHECK LIST

Please check under the **SELF GROWN** or **OTHER FARM (provide Farm Name)** column, next to the item you are planning on selling at the Market

FRUITS:	Self Grown	Other Farm (Name)
Apples		
Apricots		
Blueberries		
Cherries		
Cranberries		
Currants		
Gooseberries		
Grapes		
Melons		
Nectarines		
Peaches		
Pears		
Plums		
Raspberries		
Strawberries		
Thimbleberries		
Blackberries		
Rhubarb		

Other: (use separate sheet if necessary)