

VENDORS' HANDBOOK OUTDOOR FARMERS' MARKET

COVENT GARDEN MARKET CORPORATION
2021 MARKET SEASON
REVISED VERSION: DECEMBER 2020



OUTDOOR FARMERS' MARKET

VENDOR HANDBOOK

RULES AND REGULATIONS - 2021

1. Farmers' Market Definition

The Covent Garden Farmers' Market is a true Farmers' Market, as determined by the definition outlined in the [Ontario Food Premises Regulation \(O. Reg. 493/17\)](#). In order to maintain the exemptions provided by this classification, our Market abides by certain rules.

A Food Premises is responsible for following food safety requirements to reduce the risk of foodborne illness, as outlined in the Ontario Food Premises Regulation (O. Reg. 493/17). However, "Farmers' Markets Food Vendors" who meet the definition in the Ontario Food Premises Regulation (O. Reg. 493/17) are exempt from the regulation, but must still meet any requirements outlined in the [Health Protection and Promotion Act](#).

The definition of a "Farmers' Market Food Vendor" is as follows:

"Farmers' Market Food Vendor" means the operator of a stall or other food premise that is located at a central location at which a group of persons who operate stalls or other food premises meets to sell or offer for sale to consumers products that include, without being restricted to, farm products, baked goods and preserved foods, and at which the majority of the persons operating the stalls or other food premises are producers of farm products who are primarily selling or offering for sale their own products. (O. Reg. 493/17)

The definition of a "Farm Product" is as follows:

"Farm Products" means products that are grown, raised or produced on a farm and intended for use as food and include, without being restricted to, fruits and vegetables, mushrooms, meat and meat products, dairy products, honey products, maple products, fish, grains and seeds and grain and seed products. (O. Reg. 493/17)

Therefore, colloquially speaking, if a Farmers' Market has at least 51% of its vendors as farmers, its non-farmer producers of food items are exempt from the Ontario Food Premises Regulation (O. Reg. 493/17), but must still comply with the Health Protection and Promotion Act.

2. Location

The Covent Garden Outdoor Farmers' Market is located at 130 King Street, London, Ontario, on the Market Rotary Square at the corner of King and Talbot Streets.

2. Hours

In the year 2021, the Covent Garden Market will be open as follows.

Winter Season:

- Saturdays, February 6th through to March 27th. The Farmers' Market will be located Indoors, upstairs on the Mezzanine, and will be open on Saturdays from 9:00 AM to 1:00 PM.

Summer Season:

- Saturdays, April 3rd through to October 30th. The Farmers' Market will be located Outdoors, on the Market Rotary Square, and will be open on Saturdays from 8:00 AM to 1:00 PM.
 - Thursdays, May 6th through to October 28th. The Farmers' Market will be located Outdoors, on the Market Rotary Square, and will be open on Thursdays from 4:00 PM to 7:00 PM.
- *Note: There will be no Farmers' Market on Thursday, July 1st, due to Canada Day.

Extended Season:

- Saturdays, November 6th through to December 18th. The Farmers' Market will be located Outdoors, on the Market Rotary Square, and will be open on Saturdays from 8:00 AM to 1:00 PM.

Vendors must arrive in time to ensure that their stall is open for business promptly at opening hours, and must **remain open until 1:00 PM Saturdays and 7:00 PM Thursdays**.

Weather:

It is at the **discretion of the farmers' market manager to close the market early, cancel the market, take down canopies or not set them up at all due to severe weather**, including but not limited to high winds, driving rain, extreme amounts of snow.

3. Application and Selection Process

- We strive to be a local market. We are 100% producer based and all of your product must be produced by the applicant; only applicants offering goods for sale **which they have produced themselves** will be considered. As a local market we do not accept vendors further than 250km away. We believe this encompasses important regions of Ontario and allows us to have a variety of fruits, vegetables and artisanal product.
- Absolutely no resellers or peddlers will be allowed in the Market. However, a producer that has been a vendor at the Market since before 2012 may sell additional produce grown by a relative, a neighbour farmer, and/or a member of an approved association (such as the London Area Organic Farmers' Association,) as long as it is within a 100-mile radius of The Covent Garden Market. The additional produce will be **limited to 25% and maximum four different items** of the vendor's product line- in quantity, please see attached list. **This additional produce must be labeled with signs that state who and where the product is from.**
- Absolutely no terminal purchases will be allowed, including the Elmira Produce Auction. Market Management will visit farms and businesses of vendors when required.

- Signs that claim an unregulated method of production are **not allowed**; this includes: spray-free, pesticide-free, herbicide-free, chemical-free. Regulated terms include: Biodynamic, Certified Naturally Grown, Certified Organic, Local Food Plus and MyPick.
- All vendors that sell a prepared food (baking, preserves, etc.) must provide a current Safe Food Handler Certificate to have their application considered.
- If there is a violation of these rules the vendor that is in violation may be required to leave the market and may not be permitted to return.

All vendors must have an application form on file with the Farmers' Market Manager to be considered for space rental. Seasonal and other long-term vendors should have their **applications and fees (cheques) at the Covent Garden Market office before March 15th, 2021** (see Fee Schedule below). Applications for the Winter 2021 Market Season must be at the Covent Garden Market office before January 18th, 2021.

A limited number of Market tables, benches, canopies are available for seasonal stall rentals.

All products being sold in the Market must comply with applicable Provincial and Federal regulations regarding labeling, measures, safety, etc. **Compliance with these regulations is the responsibility of the individual vendor.**

- Producers shall sell at the Market only high-quality, wholesome products.
- Live animals cannot be sold at the market.
- Poultry may not be sold at market, unless part of the artisanal chicken program.
- Eggs may only be sold at market if they are graded and kept in a cooler.
- *Foraged wild mushrooms are allowed at this time, with producer adhering to attached guidelines.

In the year 2021, the Farmers' Market Manager or their designate shall allocate vendor spaces that include an appropriate product mix, and will be at the discretion of the Farmers' Market Manager. Farmers' Market Management reserves the right to reassign stall locations based on the expected increase in vendors in the year 2021, to achieve the most appropriate vendor mix and vendor locations.

It is up to the Farmers' Market Manager's discretion which applications will be accepted and which applications will be denied.

4. Fee Schedule

Any fees collected by the Market are for the purpose of promoting and operating the Farmers' Market. Fees are accepted as cash, cheque, or e-transfer. E-transfer information will be provided upon request.

All cheques are to be made payable to Covent Garden Market Corporation. N.S.F. cheques will be charged an administration fee of **\$50.00**.

Parking for Farmers' Market vendors will be included in the stall rental fee and is available below the public square. For vehicles exceeding 7 ft. in height, an alternative parking arrangement will be made.

The following fees apply to the **Summer Season**, operating from April through October, and apply to a 10ft x 10ft stall space: 1 Canopy, 1-2 tables and 1-2 benches. If you need additional tables the fee is \$5.00 per table upon request, only if they are available.

- **Saturday only: \$30.09/day + HST (\$3.91) = \$34.00.** Payment due one week before start of vending.
- **Thursday only: \$15.05/day + HST (\$1.95) = \$17.00.** Payment due one week before start of vending.
- **Thursday & Saturday: \$30.09/for both + HST (\$3.91) = \$34.00 (pay only for Saturday).** Payment due one week before start of vending.
- **Two Stall Spaces: \$45.14/Saturday + HST (\$5.86) = \$51.00.** No extra charge for Thursdays. Payment due one week before start of vending.
- **Seasonal Saturdays, and Thursdays if applicable (31 Saturdays/25 Thursdays, April to end of October)**
 - **\$520.00 + HST (\$67.60) = \$587.60.** Full season members may make their payment in three postdated cheques (April 3rd, June 15th, September 1st) to be provided at time of application acceptance. Payable in three installments of \$195.86. This is a discounted rate (you save \$466.40), so there is no further reduction to stall fees that will be considered.
 - **Two Stall Spaces: \$870.00 + HST (113.10) = \$983.10.** Full season members may make their payment in three postdated cheques (April 3rd, June 15th, September 1st) to be provided at time of application acceptance. Payable in three installments of \$327.70. This is a discounted rate (you save \$597.90), so there is no further reduction to stall fees that will be considered.
- **Seasonal Thursdays Only (25 Thursdays, May to end of October)**
 - **\$270.00 + HST (\$35.10) = \$305.10.** Full season members may make their payment in three postdated cheques (May 6th, July 1st, September 1st) to be provided at time of application acceptance. Payable in three installments of \$101.70. This is a discounted rate (you save \$119.90), so there is no further reduction to stall fees that will be considered.

If you choose to pay by the week, the seasonal rate does not apply.

The following fees apply to the **Winter Indoor Season**, operating from February through March, and apply to a 10ft x 10ft stall space: 1 Canopy, 1-2 tables and 1-2 chairs. If you need additional tables the fee is \$5.00 per table upon request, only if they are available.

- **Saturday \$25.66/day + HST (\$3.34) = \$29.00.** Payment due one week before start of vending.
- **No Seasonal Discount available.**

The following fees apply to the **Extended Season**, operating from November through December, and apply to a 10ft x 10ft stall space: 1 Canopy, 1-2 tables and 1-2 benches. If you need additional tables the fee is \$5.00 per table upon request, only if they are available.

- **Saturday \$20.36/day + HST (\$2.64) = \$23.00.** Payment due one week before start of vending.
- **Two Stall Spaces: \$30.09/day + HST (\$3.91) = \$34.00.**
- **No Seasonal Discount available.**

These fees are for stall rentals during the 2021 Farmers' Market season, and there is to be no carry over to fees incurred for programs with the Covent Garden Market Corporation. All payments are non-refundable.

5. Vendor Requirements

All vendors must comply with the following regulations to operate at the Covent Garden Farmers' Market. Non-compliance with these regulations may result in the vendor being required to leave the market and they may not be permitted to return.

- A vendor must be familiar with the Rules and Regulations of the Covent Garden Farmers' Market and must comply fully with them.
- Vendors will post their names, farm location, and products prominently in their stall. Vendors are encouraged to personalize their stalls with stories and pictures, and to share their farming background with customers.
- Vendors agree to make their stall and products as attractive and pleasing to the eye as they can. Market Management reserves the right to request a vendor's display be changed.
- Vendors must agree to bring an adequate supply of their primary product that will allow them to operate for the full duration of market.
- Vendors will adhere to the highest standards of quality, service and business.
- Vendor set up **must be completed by 8AM Saturdays and 4PM Thursdays.**
- **No vehicles are allowed on the market square.**
- Subletting and sharing of stalls is not permitted.
- Vendors shall honour all Covent Garden Outdoor Farmers' Market promotions, e.g. basket of the season, cooking demonstrations and sampling programs.
- Vendors agree not to practice distress pricing.
- Vendors shall maintain their stalls in a neat, clean and orderly fashion. Vendors must keep their own refuse in a suitable container at their stall and remove the refuse when

they leave. General garbage containers are for the use of customers only. **Please sweep your stand before leaving.**

- Smoking is not permitted in the building nor at any vendor's stall, or anywhere on the market square.
- All vendors must comply with the requirements set by Canadian Food Inspection Agency and local Health Units (labeling produce by type, quantity and price, cooling, sanitation, etc.)
- Vendors are responsible to obtain all necessary licenses, permits, inspections and certificates for the sale of their product.
- Compliance with both Provincial and Federal Sales Tax Regulations is the responsibility of the individual vendor.
- Any producer being represented as organic must be "certified organic" or "in transition". The certification sign should be prominently displayed.
- Vendors may not distribute, display, or verbally present materials that are political, religious, and/or socially controversial in nature.
- **No dogs** (except service dogs) are allowed in the farmers' market area during farmers' market hours.
- Vendors must not make disparaging comments about the market to customers.
- Vendors must not be under the influence of drugs or alcohol.

In response to COVID-19, Vendors have additional responsibilities. Non-compliance with these regulations may result in the vendor being required to leave the market and they may not be permitted to return.

- Sick vendors must stay home and not attend the Farmers' Market.
 - Anyone who has any of the following symptoms should stay home and self isolate for 14 days after symptom onset:
 - Fever, cough, difficulty breathing, or shortness of breath
 - Sore throat, hoarse voice, or difficulty swallowing
 - Runny nose, sneezing, or nasal congestion (without a known underlying cause, such as seasonal allergies)
 - Nausea, vomiting, diarrhea, or abdominal pain
 - Vendors who begin to experience symptoms while attending the market should immediately remove themselves.
- Vendors who prepare food must have access to handwashing facilities. Vendors who do not prepare food must have access to handwashing facilities OR a supply of alcohol-based hand sanitizer. The Market will provide a hand-washing facility for Vendor use. Vendors are required to bring their own sanitizing products for hands and high-touch areas.
- Where possible, promote contactless payment (tap and pay, mobile payment) to limit the handling of cash and touching of pin pads.
- Disinfect any payment devices between customers.
- Clean and disinfect high-touch surfaces within the vendor booth site at least twice per market day and when visibly dirty.
- Implement measures to reduce customer contact with food.

- Food sampling for direct sales is prohibited. Food samples for customers to take home and consume away from the market are permitted at this time.
- Use of customer-supplied containers for food is prohibited.
- Limit contact with customer-provided shopping bags.

6. Cancellation Policy

Farmers' markets are a unique way of shopping for many people. It is a chance for customers to meet the producers behind the products and feel good about where their purchases are coming from. We strive to create an excellent customer experience so that we stand out against traditional grocery outlets.

Our market is only open 1-2 days a week, limiting customers' chances to access our product and reducing the convenience factor that is found at conventional grocery stores. In order to compensate for this, we aim to ensure good communication via newsletters and social media about which products will be available each week so shoppers can plan their trip accordingly.

Lack of consistency and reliability of these resources, damages customer relationships and ultimately the market customer base.

We understand that being small independent business owners, things come up that are out of your control, and many do not have the staff to assist you. However, we do ask that you respect our cancellation policy as follows for the overall health of the market.

If we receive a notice of cancellation less than 24 hours in advance more than 3 times a season, you will be removed from our regular weekly vendor list. Serious emergencies will be exempt from this policy.

7. Harvest Bucks, Gift Certificates, Downtown Dollars, Construction Dollars

Our market accepts a variety of certificates that have monetary value and can be used by customers to purchase items at the Farmers' Market. Vendors must accept these certificates if they are applicable to them, for redemption from the Market Manager. These certificates are not to be re-used by vendors.

Harvest Bucks

Harvest Bucks are the main certificate we see at our market. They involve the distribution of vegetable and fruit vouchers redeemable at various London Farmers' Markets. Harvest Bucks vouchers are valued at \$2 each and expire at the end of each calendar year. They are intended to be distributed as part of a community program that includes food and healthy eating.

The primary goals of the Harvest Bucks program are to:

- Increase access to and consumption of vegetables and fruit
- Increase the comprehensiveness of local community programming through reducing barriers to participants' vegetable and fruit access

- Increase awareness, knowledge and comfort/familiarity with local farmers' markets

Who can accept Harvest Bucks?

Harvest Bucks can only be applied to the sale of fresh fruits and vegetables, **therefore only a vendor that sells fresh fruit and/or vegetables is included in this program.**

How are Harvest Bucks redeemed?

All vendors that sell fresh fruit and vegetables are part of the program and must accept the Harvest Bucks. No change is given for the bucks, so if a customer spends \$5 on fruit and vegetables and gives you \$6 in Harvest Bucks, they do not get any cash change. Please encourage the customer to get the full value from the bucks. Give the redeemed Harvest Bucks to the market manager at the end of the market day, and the market manager will give you cash for the bucks. Note: Harvest Bucks do expire each year. Please check the date before redeeming Harvest Bucks.

This is an important program for our market.

Four years into the program, over \$50,000 of Harvest Bucks have been redeemed at our market – inside and out.

For more info: www.healthunit.com/harvest-bucks

Covent Garden Market Gift Certificates, Downtown Dollars, Construction Dollars

These certificates can be used by customers to purchase any product from any vendor at the market, and vendors must accept these certificates. Covent Garden Market Gift Certificates do not expire, but Downtown Dollars and Construction Dollars do expire. Please check the date before redeeming.

How to redeem?

Change IS given for Covent Garden Market Gift Certificates and Downtown Dollars, so if a customer spends \$5 and gives you \$6 in certificates, they get \$1 in change. Please encourage the customer to get the full value from the certificates before giving change.

Change IS NOT given for Construction Dollars, so if a customer spends \$5 and gives you \$6 in certificates, they do not get any cash change. Please encourage the customer to get the full value from the certificates.

Give the redeemed certificate to the market manager at the end of the market day, and the market manager will give you cash for the full value of the certificate.

8. Foraged Mushrooms – Policy and Guide for Vendors

We recognize that having foraged mushrooms at our farmers' market is a very positive thing. In general, commonly picked and sold wild mushrooms in Canada are very safe. However, with the increasing popularity of foraged mushrooms being sold at our farmers' market, it is necessary to have guidelines in place to ensure minimum risk to the customer.

All vendors that are selling foraged mushrooms must:

- Show proof of liability insurance to market management.

- List the types of mushrooms that will be sold on market application.
- Provide full information and a picture of the mushroom from a trusted source, for the customer.
- Post a sign that advises the customer that consumption of these wild mushrooms is at their own risk.
- Consumers should be told to never store mushrooms in plastic: Fresh mushrooms can contain spores of Clostridium botulinum bacteria. In the absence of oxygen, as when packaged with a hermetic seal or in a non-oxygen permeable film, Clostridium botulinum can grow and produce toxin before visible signs of spoilage appear. Clostridium botulinum is the bacterium responsible for botulism, a life-threatening illness in humans.
- Consumers should be told they should always thoroughly wash and cook wild mushrooms prior to eating.

9. Acknowledgments

These are the rules and regulations established for the Covent Garden Farmers' Market in 2021. There may need to be modifications of these rules and regulations at any time.

The Farmers' Market Manager shall deal with any items of business not specifically covered by these rules, at their discretion.

Covent Garden Market reserves the right to amend this policy at any time, and reserves the right to cancel, amend, and/or alter Farmers' Market operations during the year of 2021, as new updates regarding the COVID-19 pandemic and any other issue arise.