

**DEFINITIONS - General:**

**CFM** - Creemore Farmers' Market.

**Entity** - an incorporated or unincorporated business, individual or family (all members of whom reside within the CFM boundary definition) meeting one or more of the definitions below.

**"Example"** - the use of 'Example' in this document shall be construed as indicative of broad intent not as an absolute and all encompassing definition.

**Full-time Market Participant 'Classes':**

- **CFM - Full-time Market Participant** - an entity from any of the following classes which has pre-paid for the full season and which does not miss more than 4 market days during that season. Voting rights within the CFM are only available to those vendors meeting these criteria.
- **CFM - Farm Producer** - an entity propagating fruits, vegetables, herbs, honey or flowers on a farm or smallholding owned or rented by the entity within the boundaries covered by the CFM bylaws.
  - Example - a farmer growing produce which they propagate on their owned or leased farm located within the boundaries set for the CFM
- **CFM - Producer** - an entity creating secondary farm products (Jams, Preserves, Pickles et al) from primarily Ontario Grown produce or a wishing to sell a mix of home-grown and processed products.
  - Example - an entity producing preserves in a kitchen located within the boundaries set for the CFM and seasonal vegetables from a home garden.
- **CFM - Crafter** - an entity crafting products with 100 % of their products locally produced.
  - Example - A woodcrafter designing and manufacturing products in their own workshop located within the boundaries set for the CFM
- **CFM - Public Service Vendor**- a 'vendor' invited by CFM (at its sole discretion) to attend the market for the purpose of fund raising for a local Creemore charity or service.
  - Example - The Creemore Boy Scouts offering hot dogs and cold drinks for sale with all proceeds going to the named charity or service
- **CFM - Unique vendor**- a vendor from outside or inside of the boundaries set in the bylaws selling a 100% unique product not currently being grown/made by a market participant and for which no local vendor can be found to participate in the CFM. Creemore Coffee Company

**Part time and seasonal market participant 'Classes':**

- CFM - Seasonal vendor - a vendor located within the boundaries set for the CFM paying by the week and selling a single specific Ontario Grown product or group of Ontario Grown products of a seasonal nature
  - Example - an entity selling only Ontario Apples for the short season

**BROAD INTENT FOR THE CREEMORE FARMERS' MARKET**

The Creemore Farmers' Market is intended to provide healthy, fresh produce and other assorted nutritional non-commercial foods and locally manufactured crafts to the residents of, and visitors to, Creemore and surrounding area.

To this end, a proportional mix of vendor types as set down in the bylaws will determine the numbers of primary, secondary, craft, seasonal, unique and public service vendors forming the makeup of the CFM.

Both small and large vendors of produce and non-commercial food items will find a supportive outlet for the sale of their goods. The Market will encourage commerce, entertainment and trade in Creemore, and help display the town's history, uniqueness, charm and potential.

**Membership:**

Application for membership in the CFM is restricted to those entities meeting the published definitions and boundaries.

The probationary period for new market vendors shall be one full market season (May through October, in a given year). The voting in of new farm market vendors by the current Registered Voting Vendors shall occur at the next recognized meeting of the CFM, on a date set by the Executive.

Voting rights within the CFM are only available to those vendors meeting all criteria outlined in the Constitution and Bylaws of the CFM.

All membership applications require approval by the executive.

**Boundaries:**

Market participation is open to vendors having their residence/production facilities located within a boundary extending from Nottawa to Wasaga to Angus to Mansfield to Honeywood to Nottawa and meeting the production criteria for product source and content. Consideration of vendor applications from marginal locations on/around this boundary shall rest with the CFM executive committee.

**Market Composition:**

- It is the target of the market to maintain a ratio of 4 primary/secondary producers for each crafter.
  - Example: For each craft producer, there shall be 4 or more primary or secondary growers.
- It is the target of the market to maintain a ratio of 10 local primary/secondary/crafter vendors for each Unique Vendor.
  - Example: Under the current 2002 membership, there would be a limit of two Unique Vendors
- Where a single vendor offers a mix of primary/secondary grown/produced products and craft products the determination of standing shall be made from the ratio (in numbers) constituting the make-up of that vendor's products.
  - Examples: If a vendor sells more grown/secondary produced products than craft products (by number NOT value) then they shall be considered to be a primary/secondary producer. If a vendor sells more craft products than home grown or prepared products then they shall be considered to be a Crafter.
- There will only be one invited Public Service Vendor at each market.
- Any number of Seasonal vendors are allowed as long as they meet the Ontario-grown, location and types of products criteria given in definitions for seasonal vendors.

**VENDOR EQUIPMENT and SUPPLIES**

Each vendor is responsible for providing and removing any and all equipment and supplies he or she requires to do business on the Market site. This includes signs, tables, chairs, products and equipment utilized for clean-up purposes.

**Safety Equipment:**

Stallholders using any kind of gas or electrical appliance must have a suitable fire extinguisher or fire blanket.

**Signs:**

Vendors must prominently display a sign on their booth showing their entity name, address and telephone number (as per their application to the CFM). Optionally the sign may include other contact information such as a web site address or Email address

All signs must remain within the allotted vendor's exhibit space and must not block traffic or pedestrian ingress or egress, or interfere with other vendors' display or views.

**Exhibit Space:**

Each vendor is provided with a 15-foot-wide exhibit space allowing accommodation of a 10-foot awning and 2' 6" of space on either side. One regular sized vehicle or a small trailer may be parked either across the space or in line with the space as long as the vehicle does not obstruct access to the vendor or their neighbours. "Cargo vans" and trailers (or the vehicle-used to pull a trailer when the trailer is parked in lieu of a vehicle at the vendor location) must be unloaded and then parked off premises for the duration of the market.

The Market Manager has full authority to assign exhibit space. Requests for a particular site will be given consideration but management reserves the right to assign and locate all vendors.

**Hours of Operation:**

The Market shall operate every Saturday from 8:30 am - 12:30 during the season (\*\*Please note the times have changed from last year.) All vendors must remain at the Market site until the 12:30 closing, and must vacate the Market site by 1:30 pm.

**Set-Up, Clean-Up and Breakdown:**

- Set-up starts at 7:00 am and must be completed by 8:15 am,
- Breakdown starts at 12:30 p.m. and must be completed, and stalls vacated, by 1:30 pm.
- Vendors are responsible for removing all garbage from their stall space area. Stall spaces are to be left in the same condition as when rented.

**Sublet or Lease of Market Space:**

Vendors may not sublet or lease their space at the CFM whether paid for by the season or on a weekly basis.

**Garbage and Refuse:**

Each vendor is responsible for supplying their own garbage container for use by them and their customers and is required to remove and dispose of garbage collected in such containers at the end of each market. Garbage containers owned by the Station on the Green are provided for the use of the general public using the facility and **MUST NOT** be used for the disposal of garbage created by or from a vendor station.

## ITEMS SPECIFICALLY EXCLUDED FROM SALE AT THE CFM

### General:

- Primary producers must grow/produce/make at least 70 % of their wares. The remainder must be clearly defined as to origin.
- Secondary producers and Crafters must manufacture 100 % of their wares.
- Each vendor, at time of application, is required to list all of the types of products they wish to sell. Where a vendor lists a product that, in the opinion of the Market Executive, fails to meet the stated intent of the CFM for a Farmers' Market, they will be informed in writing and are expected to agree not to sell such items at the CFM.
- Where a vendor adds products to their stall which have not been listed on the Market Application, the market manager has the initial sole right on market day to have those products removed from sale by the vendor.
- A vendor may appeal in writing to the Market executive for permission to add those products for sale, and any appeal will be dealt with at the next executive meeting. Until an appeal is considered, the vendor may not sell those items on market day at the CFM.
- Vendors are expected to follow the INTENT inherent within the following list. Where a vendor consistently pushes the envelope " to subvert that INTENT, the market manager may request that the vendor be suspended from the CFM until the matter is resolved, first by the executive committee and upon a failure to do that, by the full membership at the AGM.

### Specific Exclusion:

- Any items for which the purchasers is required to present a permit or prescription.
  - Example: Guns, certain types and sizes of knives, crossbows, ammunition, prescription drugs.
- Any item covered under Federal, Provincial or Municipal laws of an illegal or restricted nature.
  - Example: drugs, alcohol, tobacco products
- Any items of produce, meat, poultry or eggs that are currently banned or restricted for sale either within an area, or because of the chance of an infection or through mandate of a government or marketing board supported by legislation.
  - Example: Ungraded products such as eggs and poultry.
- Any items which do not comply with the stated intent of the CFM acting as a Farmers' Market.
  - Example: Knives, electronic games, slingshots, BB guns, ammunition for same, products not made by the vendor or their immediate family.

- Vendors cannot offer for sale or "for free" any livestock including any live animals, birds or 'pets'.
  - Example: The offering of a Cat, even if at no charge would not be allowed.
- The markets will- not allow the dissemination of any form of political, religious or environmental information excepting menu and nutritional information provided by Farmers Market Ontario or Foodland Ontario distributed at the CFM booth.
  - Example: Position papers for political factions, National, Provincial or local in nature. Ballots, draws or any form of lottery excepting any presentations organised by the CFM for the purposes of advertising the products or services of its vendors.

## **VENDOR RESPONSIBILITIES**

- All edible products must be sold, displayed and stored from a surface above the ground. All vendors must utilize tables, shelves, cases or other structures for these purposes.
- Vendors are responsible for collecting and remitting their own sales taxes when appropriate.
- Vendors are responsible for obtaining and paying for all permits required by National, Provincial or local authorities and to comply with all laws in respect of every aspect of their production, promotion, sales and operation.