



Email: [apply@sgbfarmersmarkets.com](mailto:apply@sgbfarmersmarkets.com)  
Website: [www.sgbfarmersmarkets.com](http://www.sgbfarmersmarkets.com)

## Summer Market 2023

9am – 1pm May 21 – October 8

### Applicant Information

Farm or Business Name: \_\_\_\_\_

Applicants Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Website/Social Media: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

Market Location: Municipal Parking lot at 526 Bay St.

**Please check one:**  New Application  Returning Application

### **Indicate which category:**

Grower/Farmer/Producer 10 x 10 space Season \$360.00 or \$25/ week

Farmer/Grower/Producer may request a double space 10 x 20 \$540.00 or \$37.50/week

Baker/Prepared Foods Season \$420.00 or \$30/ week

Artisan/Artist Season \$420.00 or \$30/ week

Guest/ Charity group may have up to 2 events maximum per season No Charge

**Tent, Weights and tables are vendors responsibility.**

**\*\*Please note: Fees paid are non-refundable after application has been accepted\*\***

**Cheque payable to: Southern Georgian Bay Farmers Markets (NSF fee: \$25)**

**Payments Due Prior to first market day** (cash payments are also accepted)

Please mail application to: Southern Georgian Bay Farmers Markets  
P.O. Box 321, Station Main  
Midland, ON, L4R 4L1

(You can also scan and email to [apply@sgbfarmersmarkets.com](mailto:apply@sgbfarmersmarkets.com) )

**Note:**

- **Producers** – you may bring in a maximum of 30% of products you don't produce  
Products not produced by you must have a sign identifying source.
- **Artisans** – all products must be your own creation
- **Food Safety** - All Vendors selling food products MUST adhere to Public Health Standards  
**Are your products prepared in a certified kitchen? Yes\_\_\_\_\_ No\_\_\_\_\_**  
Any vendor providing prepared or preserved foods must, as described in this Application, must also apply directly to the local health unit with the form downloadable from our website  
**DO NOT SEND THIS FORM TO US, Send this directly to the Health Unit Office.**

**I Agree to allow a representative of the market to have access to my farm and/or production facilities (including home kitchens) at any time upon request, to verify my claims of production and vendor category/type**

**Please list all items you wish to sell: (More space? Use a separate page)**

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**I, and any staff representing me, have read the attached pages and agree to abide by the Southern Georgian Bay Farmers' Market Rules and Regulations, The Southern Georgian BayFarmers' Market Code of Conduct. I have also read, understand and agree to the terms of theSouthern Georgian Bay Farmers' Market Hold Harmless Agreement.**

**Name:**\_\_\_\_\_ **Date:**\_\_\_\_\_

**Business:**\_\_\_\_\_

**After reading and agreeing to the following pages. Submit the first two pages and keep therest for your reference**

## RULES & REGULATIONS

### CORPORATION OBJECTIVE

To provide a venue where local farmers, producers, crafters and artisans come together to provide a variety of fresh produce and related products directly to the consumer. The market encourages direct communication between consumers and growers, fosters social gathering and community building, and promotes nutritious food choices.

### CATEGORIES OF VENDORS

- a) "FARMER" means a vendor who sells produce, 100% of which he or she has grown or raised him or herself. A "FARMER" may sell no more than 30% of produce or food items that he or she has purchased for resale. All produce NOT grown in Ontario must be identified with a label of origin. You can not resell an item that another vendor produces for sale.
- b) "BAKED GOODS" means a Vendor who sells food items that he or she has personally made. No Vendor in this category may sell produce or food items that he or she has purchased for resale.
- c) "ARTISAN" means a Vendor who sells works of art or handcrafted items that he or she has made him or herself. No Artisan may sell items that he or she has purchased for resale unless that item has additional creative work done to it by the vendor. If in question, the acceptance of "additional creative work" will be determined by the Board and the Market Manager.
- d) "GUEST VENDOR" means a Vendor whom the Board feels would be an asset to the Market who only attends the market occasionally.
- e) "CHARITABLE GROUP VENDOR" means a charitable organization wishing to raise monies for a non-profit or charitable activity. The groups must be non-partisan and are prohibited from selling any products unless authorized by the Market Manager.

### RESELLING POLICY

To reduce the cross-competition potential, the following rules are to be followed:

- a) The Market Manager and the Board of Directors will conduct periodic reviews of the produce/product list being offered for sale in the market. If local produce or food products become available, then the right to resell that item may be withdrawn from the Reselling vendor at the beginning of the next market day.
- b) Applications to resell must include specific item-by-item descriptions of produce and products for sale. No new items can be added after the application has been approved until the next meeting of the Vendor Committee of the Board of Directors.
- c) Packaging must clearly identify the name of the producer and the location of the producer in addition to all other provincial and federal labeling regulations.
- d) All Resellers and Farmer/Resellers must display the SGB-approved "Reseller" sign at the front of their booth with lists all items being resold and the producer's name.

### MEMBERSHIP

Vendors should take pride in their market and membership entitles vendors who attend a minimum of 10 markets in the previous season to the following:

- a) Voting privileges at the Annual General Meeting.
- b) Opportunities for Board positions
- c) Participation on Board Committees
- d) Access to Board Meeting minutes

All vendors are entitled to Limited liability insurance coverage but all vendors are strongly encouraged to carry their own

## FULL-DISCLOSURE

Our Market prides itself on being honest with our customers. Our Farmers, Farmers/Resellers and Resellers must display Market-provided signage that fully discloses what is grown on their farm and what is resold. Please refer to our Reselling Policy for details.

## USE OF THE WORD "ORGANIC"

To maintain the spirit of Full-Disclosure at Our Market, Vendors are only allowed to use the word "organic" on their products, signage, packaging and/or labels if they are "certified" by a third-party agency. The Market Manager reserves the right to ask for and view documentation.

## VENDOR STATUS

Status for all Vendors (except Guest Vendors /Casual or Charitable Groups) lasts from the date of acceptance of the Vendor's Application through to end of Market season. Status as a Guest Vendor or Charitable Group Vendor lasts only for the designated day(s) approved by the Market Manager and/or Board.

## ADMISSION TO THE MARKET

- a) Any person wishing to have a stall and/or table at the market must submit to the Market Manager, or board of directors, a fully completed Vendor Application Form, Hold Harmless Agreement, Product List,
- b) A screening committee consisting of the Market Manager and at least three Directors shall screen applicants and products to be sold. Any amendments to the product list are subject to approval by the Market Manager.
- c) The Manager and Board may, in their discretion, approve or deny any application for status as a Vendor and shall provide the applicant with an explanation for any refusals. Applications may be approved in full or in part.
- d) Once you are accepted as a Vendor, there will be no refund of any fees unless decided otherwise by the Board.

## SITE AND PRODUCT INSPECTION

Production sites of all Vendors are subject to inspection, with or without notice at the discretion of the Market Manager and/or Board.

## VENDOR PRIORITIES

Vendors may come from anywhere in the Market Region. Preference will be given to Farmers who farm within Simcoe County.

Priority for Vendor acceptance is given in the order of Vendor Categories: Farmer/Producer, Food Producer/Baked Goods and Artisans.

The frequency with which Specialty Vendors, Guest Vendors and Charitable Group Vendors have access to a stall is at the discretion of the Market Manager and/or Board.

It is the intention of the Board to create a thriving commercial environment for all Vendors. Therefore, each Vendor application is accepted only after assessing its possible impact on the existing vendor ship and product ratio.

## SITE ALLOCATION

- a) All Vendors are to provide their own 10' x 10' tent(s). Market management reserves the right to re-assign stalls at their discretion,

- b) All vendors must respect the 10'x10' stall size and not interfere with walkways, customer access to neighbouring stalls or the flow of customers through the market.
- c) Every effort will be made to give Vendors who attend 10 consecutive weeks or more the same location each week
- d) Occasionally attending vendors will be situated as deemed appropriate by the Market Manager on the day of the market. Allocated stall space priority is given to farm products.
- e) Vendors must keep their stall space and surrounding area clean and remove all debris at the end of the day. Market garbage containers are for the convenience of customers only. Vendors must take their garbage home with them at the end of each market day.
- f) All tents must be safely secured. Vendors may not set up a tent if not securely anchored.

### SIGNAGE

- a) Vendors must have a sign identifying their business name and location.
- b) Signage must remain within a reasonable area outside of their stall. For example, no signage shall impede a clear walking path.
- c) Sandwich boards may not protrude beyond 18" from the front edge of the tent and must not interfere with pedestrian and/or vendor traffic.
- d) All Farmer/Resellers must display the SGB-approved "Reseller" sign at the front of their booth with lists all items being resold and the producer's name.

### ATTENDANCE

- a) Vendors are expected to arrive in a timely fashion at least 30 minutes before the start of the market. (8:30 a.m.)
- b) All vendors must be in attendance and remain set up-for the full duration of each market day.
- c) There can be no early knock-down or departure before the end of the market day, except where dictated by extreme weather conditions or by permission of the Market Manager.

### CANCELLATIONS

Please email ([manager@sgbfarmersmarkets.com](mailto:manager@sgbfarmersmarkets.com)) by the Wednesday prior to Market Day so that your stall can be reassigned. Please be advised that vendors who do not notify the Market Manager or board by this deadline on more than two occasions during a season may forfeit their regular Vendor Spot and may be relocated within the Market.

### HOLD HARMLESS AGREEMENT

By signing the Vendor Application, you agree that you, your family, business, farm, club, or organization will be responsible for its own security at all times while in attendance at the Southern Georgian Bay Farmers' Market. You indemnify and hold harmless the Southern Georgian Bay Farmers' Market, the board of directors and representatives, and the Town of Midland and its representatives, from any damage, loss, or theft to you, your representative(s) or your property, which might occur during your participation at the Southern Georgian Bay Farmers' Market.

You further agree to accept sole liability for the consequences, legal or otherwise, of any injury or loss to persons, whether vendors or market visitors; or any injury, damage, or loss to the property of vendors or market visitors; that results from your failure to properly guard and secure your tent, or which results from your failure to guard and secure any other item constituting your setup or display or possessions; and you, therefore, indemnify and hold harmless from all claims the Southern Georgian Bay Farmers' Market and the boards of directors and representatives, and the Town of Midland and its representatives.

All vendors (including guest and specialty vendors), directors, and people holding positions with or representing the Southern Georgian Bay Farmers' Market are required to sign this waiver yearly, even if they have their own private insurance, which we encourage you to obtain.

## CODE OF CONDUCT

The Southern Georgian Bay Farmers' Market provides a dynamic opportunity for the sale of local farm produce, food products and artisan products. The primary purpose of the Code of Conduct is to ensure the market environment is enjoyable, safe and secure for the public, vendors, and all market participants.

As a vendor of the Southern Georgian Bay Farmers' Market, I will:

- Conduct myself in a courteous and respectful manner towards the public and all market participants; • Comply with all Health Department rules and regulations and observe provincial and federal food legislation; • Refrain from using language which is offensive, threatening or intimidating to others and/or any behaviour that interferes with the rights or working/selling opportunities of other vendors;
- Refrain from participating in the market under the influence of alcohol or drugs;
- Operate vehicles or equipment in a safe and responsible manner;
- Follow a no-smoking policy;
- Respect and adhere to the Rules and Regulations established by the Southern Georgian Bay Farmers' Market. A report of failure to comply with any component of the Code of Conduct or the Rules and Regulations will be assessed and investigated by the Market Manager. Violations of the code will result in the Market Manager and/or the Board taking disciplinary action appropriate to the severity of the violation.

## REVOCATION OF VENDOR STATUS

All vendors must adhere to the Vendor Code of Conduct. Anyone who fails to do so may have his or her status as a Vendor revoked for the balance of the year and may result in a permanent ban from the market.

Vendors will be given a verbal warning for a first offense and a written warning for a second offense. For a third offense, the Vendor will be asked to leave the market immediately and will be given written notice of the revocation of their status as a Vendor. Fees will not be reimbursed to a Vendor whose status has been revoked.

All warnings will be given by the Market Manager, together with a member of the Board acting as witness. Warnings do not need to be for the same offense to add up to three.

By way of my signature on the Vendor Application Form, I indicate my understanding and acceptance with this Code of Conduct and the Rules and Regulations of the Southern Georgian Bay Farmers' Market and agree to comply with the intention of these documents.