



VENDOR REGISTRATION PACKAGE
2016 SEASON

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The Bolton Farmers' Market

About us

The Bolton Farmers' Market is operated by the Bolton Business Improvement Area (BIA), for the purpose of providing local producer-based, Ontario-grown, farm fresh fruits, produce and homemade handicrafts to visitors and residents of Caledon. The Bolton Farmers' Market has been in operation since 2009. The Market used to be called the Caledon Farmers' Market until its name change in January 2014. From its inception to the end of the 2014 season the Bolton Farmers' Market was operated by the Town of Caledon. At the end of the 2014 season the Market was transferred to the Bolton BIA.

What is Local?

For the purpose of the Market, local food^① is a product that is grown or harvested in Ontario. In addition, prepared foods and beverages made in Ontario are considered local^① if they include one or more ingredients produced or harvested in Ontario.

Special Events

A weekly schedule of activities are planned to promote local arts, culture and food. These may include (but not limited to): buskers, car shows, children's crafts, cooking demonstrations, etc.

Date and Time (rain or shine)

Opening Day: June 4, 2016

Last Day of the Market: October 8, 2016

Day: Saturday

Time of Market: 9:00 a.m. to 1:00 / 2:00 p.m.

① Definition of "local" as per classification under the Local Food Fund by the Ministry of Agriculture and Food: http://www.omafra.gov.on.ca/english/about/local_food_guidebook.pdf.

The Market – Rules and Regulations

Location of Market

The Bolton Farmers' Market will operate in the green "p" parking lot at the corner of Sterne St. and Ann St. in Bolton (Caledon). Ample parking, exposure/visibility, and accessibility complement the Market.

Requirements for Participation

In order for the Applicant to participate in the Market, this registration form and agreement must be completed and submitted to the Bolton BIA, all required payments to the Bolton BIA must be made, and the Market Manager must have approved the Applicant's participation and space allocation, in accordance with this Agreement. Incomplete applications will not be accepted.

Cancellation Deadline

The Applicant agrees that, if he/she wishes to cancel his/her application to participate for the season at the Market, he/she must do so by May 31, 2016, after which time there will be no refund of the fee for participation. An exception to this rule is: if the Applicant registers and is unable to attend the Market permanently for the rest of the season because of illness or dissolution of business or shortage of product/produce due to disease or environmental conditions, the Market Manager reserves the right to provide a pro-rated refund of the application fee back to the Applicant, as the Market Manager sees fit with sufficient proof.

Eligibility

NOTE: Throughout this document, "Market Manager" refers to either the Market Manager or his/her designate.

To maintain the integrity of the "Farmers' Market", a minimum of 51% of all Vendors must be farmers, with at least 70% of what they sell having been produced on their own farm and 100% must be grown/produced in Ontario.

The following Vendors are eligible to participate in the Market:

- **Qualified Primary Producers** – Producers who will, in their season, sell products, which they have produced. Outside of the "home grown/made" products, these producers may, if they receive approval from the Market Manager, sell other fresh produce and products. This also includes those Vendors selling processed foods such as baked goods, jams, cured meats. At a minimum, 70% of all produce/products sold are to be grown/made by the Vendor, 100% is to be grown/produced in Ontario and it should include one or more ingredients produced or harvested in Ontario.

- **Resellers** – Resellers may be allowed as the Market Manager deems appropriate to the Market. To maintain the integrity of the “Farmers Market” primary producers will be given priority over resellers. See below for further details.
- **Qualified Artisan/Craftsperson** – Either artists or persons who make crafts and who will sell products that are self-produced and can easily be identified as handicrafts.
- **Qualified Community Groups** – Only non-profit groups fundraising for their own organizations. No sales, except for fundraising.
- **Qualified Entertainers** – Only musicians and street performers (buskers) who perform their art themselves or as part of a group.
- **Other** – Other situations, not conforming to the above criteria, for which people have received individual consideration and approval by the Market Manager.

Farmers’ Market and Reselling

To maintain the integrity of the Market as a “Farmers’ Market”, more than 51% of the Vendors must be producers of farm products who are primarily selling or offering for sale their own products.

Resellers may be allowed in the Market on a conditional basis by the Market Manager.

If a Vendor receives permission from the Market Manager, the Vendor may sell additional produce/product, preferably grown or made by a relative, and/or a neighbor farmer. The additional produce/product will be limited to 30% of the Vendor’s product line. The intent of this exception is to increase the diversity of fresh produce & local product offered to customers.

Unless a reseller, at a minimum, 70% of all produce/products sold are to be grown/made by the Vendor, 100% is to be grown/produced in Ontario and it should include one or more ingredients produced or harvested in Ontario.

If a reseller, all produce/products sold are to be 100% grown/produced in Ontario. In cases where resellers’ products duplicate a primary producers’ product, priority will be given to the primary producer to sell at the Market.

The Market Manager reserves the right to disallow the inclusion of a product in a Vendor’s product line if the Manager deems that it undermines the authentic social and cultural experience of the market.

Space & Booth

- The location, size and allocation of space will be based on an appropriate product mix, and shall be at the discretion of the Market Manager.

- When the Applicant is purchasing a “season pass”, generally the Applicant will be allocated the same space for the entire season. However, the Market Manager reserves the right to move a Vendor during the market season, if necessary.
- The Applicant acknowledges that the Bolton BIA will retain control over the appearance of the space and the booth that is erected by the Applicant. The Applicant agrees to make every reasonable attempt to make his/her stall, canopy and products as aesthetically pleasing as possible.
- The Applicant agrees that the Bolton BIA is in no way responsible for providing any items or equipment in connection with the Market.
- The Applicant shall contain himself/herself, his/her product displays and solicitation within their allocated space.
- The Applicant must display their farm/business location prominently at their booth and any information, contact information, registration number as required.
- The Applicant agrees to maintain his/her allocated space in a clean, orderly and safe fashion, and keep it free of garbage and debris, during the operating hours of the market and before leaving at the close of the Market. 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 the customers only.
- The Applicant agrees to erect and maintain his/her stall and space in a safe and secure manner. The safety of the Applicant’s space and stall is the responsibility of the Applicant. Please note that as a security measure all canopies must be anchored to the ground or secured with weights at all times.
- The Applicant acknowledges that one of the factors in determining whether he/she may rent a space at the market depends on availability.
- The Bolton BIA shall have the right to limit the scope and nature of the activities that are carried on at the Market, particularly with respect to community groups and musicians.

Gross Sales Reporting

The Vendor shall provide the Market Manager or Market Staff with approximate sales figures at the end of each market day. The Bolton Farmers’ Market recognizes the sensitivity around gross sales reporting by Vendors, but requires this information for statistical, budgeting, and forecasting purposes.

In order to maintain the highest confidentiality the Bolton Farmers’ Market staff will follow these procedures:

- Vendors are requested to submit their gross sales as accurately as possible
- Vendors are to submit their estimated sales each week to the Market Manager

- Only the Market Manager is privy to the original form
- Raw data is put into a spreadsheet
- Forms are destroyed after they are compiled into a spreadsheet

Market Attendance & Timing

- The Market will be open to the public from 9:00 a.m. to 1:00 / 2:00 p.m. with 90 minutes before opening (7:30 a.m.) for set-up and an hour after closing (2:00 / 3:00 p.m.) for tear-down;
- Seasonal Applicant will make every effort to come out to the market every week in order to provide consistency for the customers attending the market;
- The Applicant agrees to have their booth set-up and product ready to sell by the opening of the Market at 9:00 a.m.;
- No Applicant is to leave the market prior to 1:00 / 2:00 p.m., unless an agreement is made with the Market Manager. Only under extenuating circumstances will this be allowed. This is a safety issue and is required to be followed to reduce any risk of injury to person attending the market. The Applicant agrees to leave the Market by 2:00 / 3:00 p.m.;
- The Applicant agrees to keep his/her stall open for the entire time between the hours of 9:00 a.m. and 1:00 / 2:00 p.m. unless otherwise requested by the Market Manager.
- If the Applicant is unable to attend a market day, as planned, he/she must notify the Market Manager by 4:30 p.m. on the Friday before the Market day.
- If the Applicant is unable to attend a market day in the event of an emergency (e.g. vehicle breaking down) he/she must notify the Market Manager or Market Staff on site as soon as he/she is safely able to do so.

Vendor Roster Publication

The Bolton Farmers' Market supports an open policy in regards to publishing the Vendor roster. The roster is posted on the Bolton BIA/Bolton Farmers' Market Website and Farmers' Markets Ontario website with business names, contact information and product listings. The roster will be promoted on all Marketing channels used by the Bolton Farmers' Market, including (but not limited to) Facebook, Twitter, Newspapers and Signage.

Photography and Video

The Bolton BIA reserves the right to photograph, or have photographed, or video or have videoed any items or space or booth or person in connection with the Market, and to use any such photographs or video footage for Bolton BIA related purposes in the future.

Signage

Ontario's fruit, vegetable, honey and maple syrup industries have a reputation for producing safe, high quality food for the consumers. Providing accurate information to buyers as required by law is an important part of upholding the reputation.

Requirements are outlined in the *Farm Products Grades and Sales Act*, Regulation 378, which is administered by the Ontario Ministry of Agriculture, Food and Rural Affairs.

Price cards must be displayed for all products and must include price of the product and whatever is applicable for the products (variety, product name, etc.) and such signs shall be clearly visible to the buyers. Price cards will be distributed to the Vendors by the Market staff for their use.

Markings on the retail display signs should be:

- Easy to read
- Of a permanent nature
- Of a size reasonable in proportion to the retail display signs
- At least one-quarter inch (1/4") in height

The sign must have the following information:

- **Origin Requirement**

For Canadian Grown Produce: either "Product of Canada" or "Product of (province)." For the Bolton Farmers' Market, all produce/products must be 100% grown/produced in Ontario.

- **Grade Requirement**

For the applicable produce indicate the grade of the produce immediately above, below or beside the origin in the same size lettering.

- **Weight Requirement**

The price per unit weight, if sold by weight, must be stated.

- **Variety name Requirements**

Variety name of apples and pears must be included.

- **Peppers, Sweet or Hot Requirement**

For peppers the word "Sweet" or "Hot" must be specified.

The Applicant must display their farm/business location prominently at their booth and any information, registration number as required.

For additional information about signage requirements, please contact:

Food Inspection Branch, Ministry of Agriculture, Food and Rural Affairs
1 Stone Road West, 5th Floor
Guelph, Ontario N1G 4Y2
Telephone (519) 826-4180
fpo@omafra.gov.on.ca
www.omafra.gov.on.ca

Indemnity

Insurance

The Applicant acknowledges and agrees that the Bolton BIA will not be responsible for any injury incurred by a person or persons, vehicle, equipment or otherwise on the site of the Market.

The Applicant agrees to indemnify and hold harmless and defend the Bolton BIA, its elected board members and any other person for whom it is in law responsible, from any kind of liability, suit, claim, demand, fine, action, or proceeding of any kind which may be brought against it, and from and against any and all losses, costs, damages, or expenses (and shall pay for all of the Bolton BIA's reasonable legal fees) suffered or incurred by the Bolton BIA (the "Claims and Losses"), howsoever caused, including by reason of any damage to property, delay, or injury (including injury resulting in death) to any person, in any way connected with this registration form and agreement or the participation of the Applicant (or those for whom it is in law responsible) in the Market, or arising from any breach of or non-performance by the Applicant (or those for whom it is in law responsible) of any provision of this Agreement, unless such Claims or Losses are caused directly by the negligence or willful misconduct on behalf of the Bolton BIA. This indemnity shall survive the term of the 2015 Bolton Farmers' Market.

Lost, Damaged or Stolen Goods

The Applicant acknowledges and agrees that the Bolton BIA shall in no way be responsible for the loss, theft or damage to any goods or equipment (or claims related thereto) belonging to the Applicant in the space during the Market.

Selling at the Market

- The Applicant agrees to comply with all statutes, by-laws and orders, and other laws respecting the production, distribution, labeling, safety and sale of their products. Compliance with both Provincial and Federal Sales Tax regulations is the responsibility of the individual Vendor. The Applicant must comply with the requirements set by the Canadian Food Inspection Agency and local Health Units (labeling produce by type, quantity and price, cooling, sanitation, etc.).

- The Applicant agrees that he/she is responsible for obtaining all necessary permits, approvals, licences, et cetera, required for the Applicant's sale of goods.
- Price cards must be displayed for all products and must include price of the product and whatever is applicable for the products (e.g. variety, product name, etc.) and such sign shall be clearly visible to the buyers. Price cards will be distributed to the Applicants by the Market staff, for their use.
- The Applicant agrees that, at a MINIMUM, 70% of all produce/products sold are to be grown or produced by the Applicant selling them and that 100% is to be grown or produced in Ontario and there must be signage to indicate this. An exception to this rule is resellers who, however, must sell produce/products that are 100% grown/produced in Ontario and must have signage to indicate this. All food Applicants have to sell products or produce that include one or more ingredients produced or harvested in Ontario
- The Applicant agrees not to practice distress pricing and to price their produce/products competitively.
- Live animals shall not be sold at the Market.

Conduct

The Applicant, and all people associated with him/her, shall conduct themselves in an orderly fashion. The Applicant agrees that the Market Manager is permitted to remove any participant in the Market, including the Applicant, from the Market if, in the Market Manager's opinion, the Applicant, or any people associated with him/her behaves in a manner unsatisfactory to the staff member or that may in any way conflict with the image of the Market or the Bolton BIA or that is a threat to the health and safety of others.

No Smoking

The Applicant agrees that there shall be no smoking whatsoever in the spaces or booths.

Applicant Responsible for Others

The Applicant acknowledges and agrees that he/she shall be responsible for explaining all of the rules and terms herein to all those participating in the market along with the Applicant, and shall be responsible for the conduct and safety of anyone he/she invites to participate or visits with him/her during the market.

General

- **Prohibition on Assignment** – The Applicant agrees that he/she may not assign this agreement nor any rights or obligations hereunder to anyone, or sublet the space

allocated, without the prior written consent of the Bolton BIA, which consent may be unreasonably withheld.

- **Entire Agreement** – This agreement constitutes the entire agreement between the parties pertaining to the subject matter of this agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties or other agreements, whether oral or written, between the parties in connection with the subject matter of this agreement except as specifically set out in this agreement.
- **Matters not addressed in agreement** – The Market Manager shall have the right to deal with matters not addressed in this agreement at his/her discretion.
- **Amendments** – The Applicant acknowledges that any amendment, supplement, or modification of this agreement by the Applicant will not be accepted.
- **Compliance with laws** – The parties shall promptly observe and comply with all laws now or hereafter in force, which pertain to or affect the use of the Town lands.
- **Waiver** – No waiver of any provision of this agreement by the Bolton BIA shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. No forbearance by any party to seek a remedy for any breach by any other party of any provision of this agreement shall constitute a waiver of any rights or remedies with respect to any subsequent breach.
- **Applicable law** – This agreement shall be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario and shall be treated in all respects as an Ontario contract.
- **Currency** – Unless otherwise indicated, all dollar amounts referred to in this agreement are in lawful Canadian funds.
- **Invalidity** – If any provision of this agreement or any part of any provision of this agreement is held to be invalid, illegal or unenforceable by court of competent jurisdiction, such provision or part shall not affect the validity, legality or enforceability of any other provision of this agreement or the balance of any provision of this agreement absent such part and such invalid, illegal or unenforceable provision or part shall be deemed to be severed from this agreement and this agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision or part had not been included in this agreement at the time it had become invalid, illegal or unenforceable.
- **Binding effect** – This agreement shall ensure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.

- **Signing Authority** – If this agreement is signed by the Applicant in the name of a corporation, partnership, business, association, club or society, the person or person, signing represents and warrants that, in the case of a corporation, the corporation is a corporation in good standing and duly organized under the laws of Ontario, and in any case, that she/he has full authority to sign this agreement and to bind such organization, and that in the event she/he is not so authorized, (or if she/he is signing as an individual) she/he will be personally liable for the faithful and full performance of this agreement.

Compliance with Agreement

The Applicant agrees that should he/she (or any of his/her invitees) not comply with any of the conditions of this Agreement, or Bolton BIA staff has reason to believe that he/she is not complying, consequences for such breach or infraction shall be at the sole discretion of the Market Manager, and such consequences may involve immediate termination of this agreement and the prohibition of the Applicant from participating in the market, or any market in the future.

Management

The Applicant acknowledges that the Market is managed and operated by staff of the Bolton BIA. The Applicant agrees to abide by the rules made by such staff and that the staff may take actions and make rules at any time, particularly to ensure the safety and integrity of the Market.

Management Contact Information:

Jimmy Pountney
Bolton Farmers' Market Manager
Bolton Business Improvement Area
P.O. Box 887
Bolton, Ontario
L7E 5T5
Phone: 905.857.1847
Email: boltonbia@gmail.com

2016 Season Rates

Producer Rates (includes resellers) (All Prices are in Canadian Currency and include HST)

Early Bird Registration Rate (Must be paid on or before April 1, 2016)

- \$275 per season Maximum of two (2) adjacent 10' x 10' spaces (based on the manager's discretion) or
- \$325 per season for 10' x 30' space.

Seasonal Rate (Available from April 4 to July 1, 2016 thereafter the daily rate will apply)

- \$325 per season Maximum of two (2) adjacent 10' x 10' spaces (based on the manager's discretion) or
- \$375 per season for 10' x 30' space.

Daily Rate

- \$25 per day
- Limited to one (1) 10' x 10' space

Artisan/Craftsperson Rates (All Prices are in Canadian Currency and include HST)

Seasonal Rate (Available until July 1, 2016 thereafter the daily rate will apply)

- \$175 per season
- Limited to one (1) 10' x 10' space

Daily Rate

- \$25 per day
- Limited to one (1) 10' x 10' space

Community Group/Entertainer Rates (Registration Required)

Community Group

- No Charge
- Limited to one (1) 10' x 10' space, pursuant to availability

Entertainment (including Musicians)

- No Charge
- Limited to one (1) 10' x 10' space, pursuant to availability

2016 Registration Form

Please check off the appropriate box (only one):

Producer/Reseller

Artisan/Craftsperson

Community Group

Entertainer

Business Name _____

Contact Person _____

Street and No. _____

Address Line 2 _____

City _____

Postal Code _____

Business Phone _____

Home Phone/Cell _____

Email Address _____

Website Address _____

Start Date _____

End Date _____

Farm Registration # or OFA # (if applicable) _____

Organic Growers Registration # (if applicable) _____

I wish to rent (#)_____stall(s) on a seasonal basis

I wish to rent (#)_____stall(s) on a daily basis for the following dates _____

_____ (dates are pending availability, to be confirmed by the Market Manager)

Producer Rates (includes resellers)

Early Bird Rate:

\$275 (incl. HST) for up to 10' x 20' space (on or before April 1, 2016, availability of space is based on the manager's discretion)

\$325 (incl. HST) for 10' x 30' space (on or before April 1, 2016)

Seasonal Rate:

\$325 (incl. HST) for up to 10' x 20' space (from April 1 to July 1, 2016, availability of space is based on the manager's discretion) or

\$375 (incl. HST) for 10' x 30' space (available until July 1, 2016)

Daily Rate* \$25.00 incl. HST

Artisan & Craftsperson Rates:**

Seasonal Rate \$175.00 incl. HST/season (Available until July 1, 2016)

Daily Rate \$25.00 incl. HST

Other**

Community Group No Charge

Entertainer No Charge

* Limited to a 10' x 10' or up to a 10' x 20' space based on the Market Manager's discretion

** Limited to one (1) 10' x 10' space

Total amount due \$_____

Payment: rates are in Canadian dollars. Payment and a copy of the Registration Form and Agreement must be received at least one week prior to the desired market date(s).

To be eligible for Early Bird rates, producers (including resellers) must submit payment and a copy of the Registration Form and Agreement on or before April 1, 2016.

Refunds will not be issued after May 31, 2016. An exception to this rule is: if the Applicant is registered and is unable to attend the Market permanently for the rest of the season because of illness or dissolution of business or shortage of product/produce due to disease or environmental conditions or lack of supply, the Market Manager reserves the right to provide a pro-rated refund of the application fee back to the Applicant, as the Market Manager sees fit.

Method of Payments

- In-person at Market Manager's Office** (Monday to Friday, 9:00 a.m. to 5:00 p.m.) – cash or certified cheque (bank draft);

- In-person at the Market** – cash or certified cheque (bank draft) only with prior agreement from the Market Manager;

- Mail** – certified cheque (bank draft) only.

Please make certified cheque payable to the Bolton Business Improvement Area

Mailing Address: P.O. Box 887
Bolton, Ontario
L7E 5T5

By signing this form, you agree that you have read, understood and accept all the rules and regulations; and rates listed in this package and you agree to comply with them.

In consideration for the Bolton BIA's permission for me to participate in the Bolton Farmers' Market, I agree that I have read the above agreement carefully and understand, accept and agree to all of its terms.

Signed this _____ day of _____, 2016
(day) (month)

Signature of Applicant

Print name of Applicant

This application will not be considered unless the attached agreement has been read, dated and signed by the Applicant.

List of Produce/Products Sold at the Bolton Farmers' Market

All produce/products sold by the Applicant MUST be listed. All produce/products are subject to the approval of the Market Manager/Market Advisory Committee. Any product available from the Vendor but not listed may be required to be removed.

Foods MUST be 100% Ontario grown/produced and a MINIMUM of 70% grown/produced by the Vendor, unless a reseller. If a reseller the produce/products sold must be 100% grown/produced in Ontario. Signage indicating price and where the product/produce is from is required.

Business name:

PRODUCT	MONTH AVAILABLE	PRICE RANGE	GROW/MAKE OR BUY	IF BOUGHT – FROM WHERE
PRODUCE				
Apples				
Apricots				
Asparagus				
Beans – green				
Beans – yellow				
Beets				
Blackberries				
Blueberries				
Broccoli				
Brussels Sprouts				
Cabbage				
Cantaloupe				
Carrots				
Cauliflower				
Cherries – sour				
Cherries – sweet				
Cooking Onions				
Cucumbers				
Currants				
Eggplant				
Garlic				
Grapes				
Horseradish				
Leek				
Lettuce – leaf				
Lettuce – romaine				
Muskmelon				
Nectarines				
Onions				
Parsley				
Parsnip				
Peaches				

Pears				
Peas				
Peppers – green				
Peppers – hot				
Peppers – red				
Peppers – sweet				
Plums				
Potatoes				
Pumpkins				
Radishes				
Raspberries				
Rhubarb				
Spinach				
Squash				
Strawberries				
Sweet corn				
Swiss chard				
Tomatoes				
Watermelon				
Zucchini				
PLANTS				
Annuals				
Cut flowers				
Garden plants				
Perennials				
Potted herbs				
MEATS				
Pepperoni				
Kolbossa				
Salami				
Pepperettes				
BAKED GOODS				
Bread				
Cookies				
Muffins				
Pies				
Tarts				
Perogies				
Strudel				
Pretzels				

