

Policy Statement #1

St. Jacobs Farmers' Market & Flea Market

General Policies

(-Revised March 3, 2011-)

1. Management

The Market shall be under the direct charge, care and management of a manager who shall have full responsibility for its administration and the enforcement of all policies. Wherever reference is made in these policies to the manager, it shall be deemed to include an assistant or assistants.

2. Permit

No person shall sell or offer to sell at the Market, directly or indirectly, any produce, articles or goods without first having obtained a permit from and paid the required fee to the manager. Wherever reference is made to the term permit in these policies, it shall refer to the permit issued by the manager and wherever reference to the Market it shall include all indoor and outdoor Market areas and all parking lot areas.

3. Hours Of Business

The Market shall be open for business during those hours and on those days from time to time established by the Manager and each permit holder shall be present and opened for business according to these times and dates. It is understood that the present Market dates are every Thursday and Saturday from 7am to 3:30pm and Tuesdays from 8am to 3:00pm from June to Labour Day. If ~~the an~~ outdoor permit holder is not open for business by 6:45am on these days or any other Market Days established by the Market manager, the manager shall have the right to rent his or her booth to another person during that particular day. The manager shall not by such action be deemed to have condoned the permit holder's absence and the permit holder remains responsible for the fee pertaining to that day. All indoor/Colony House permit holders are required to have their booth open and staffed on all Market days, without exceptions. A penalty fee up to \$200.00 may be issued if a booth is not open and staffed. In case of an emergency the vendor must notify the Market Manager of his / her absence at the Market. To rent a space, all daily vendors must be in line no later than 6:30am that day.

4. Term

The permit holder's right to operate at the Market shall be for the periods stated in the permit subject to the provision that the term shall be automatically renewed for a further term of equal duration, provided that the Market Management, acting in its sole, ~~and~~ exclusive and arbitrary discretion, has chosen to ~~issued~~ an invoice for such further term and the Permit-holder has paid the invoice. This shall apply to each successive renewal. The fees that will apply on each renewal shall be the current rates from time to time.

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5. Payment of Fees

Fees shall be paid one week prior to the beginning of the term stated on the permit including renewals thereof and shall be delivered directly to the Market Office. If payment is not received on time the Manager shall be entitled to rent the space to a new vendor. If a vendor planning to renew for another rent term and is late with payment, a late penalty fee may be applied. **The charge for an NSF cheque is \$30.00 and cash or certified cheque is required to replace the NSF cheque.**

6. Items Permitted To Be Sold

The permit holder shall sell from his / her booth(s) only with those items which are set out on the face of the permit. If a permit holder wishes to change or add an item to his / her permit they must apply in writing to the Market Manager for written approval. Items that have not been approved will have to be removed immediately from the permit holder's booth.

7. Boundaries

The permit holder shall stay strictly within the bounds of the booth(s) allocated to him / her.

8. Signs and Displays

The Market manager shall have the right to approve any signs, decorations or displays in the permit holder's booth and to request changes or removals in them if, in the Market Manager's sole discretion, they are considered to be unsuitable for the Market. All partitions between booths are not to exceed seven feet. All signs and displays are to be contained within the boundaries of the booth.

9. Adequate Stock and Staffing

The permit holder shall stock his / her stock booth adequately with a supply of good quality product in an amount reasonably expected to be sufficient for the Market day and shall staff his / her booth adequately.

10. Parking Of Vehicles

It is important to the operation of the Market that parking spaces close to the building be available to the general public. All permit holders and their staff shall park their vehicles along the fences on the periphery of the parking lot or on other locations that may be specified in writing from time to time by the Market Manager. The Manager shall have the right to tow away cars that are in contravention of this policy. In the case of outside vendors, we will try to provide parking spaces near to your rented area. A parking fine may be issued by the management if you are in violation of this policy.

11. Unloading

Permit holders shall have their vehicle unloaded by 6:45am on each Market day. For the purposes of unloading, these vehicles may be parked in front of the entrances to the Market buildings for a period not exceeding one-half hour. Not only is this essential for the general public but also out of consideration for those outside vendors who have rented spaces under the overhang.

12. Security

Permit holders will be allowed access to the Market on non-Market days, Wednesdays and Fridays between 12:00pm to 4:00pm, by obtaining a key from the Market office. In order to obtain a key the permit holder will be required to provide a cash deposit in the amount in effect from time to time and if the key is not returned within the required time period this deposit will be forfeited. If the permit holder does not return the key, they will be assessed the further sum of \$200.00 to cover the cost of changing the locks. When in receipt of a key on a non-market day, a permit holder is not allowed to let anyone else in the buildings and shall ensure that the doors are locked upon leaving. If anyone enters a door that you have open, it is your responsibility to ask them to leave and obtain a key for themselves. Failure to abide by this policy will result in the permit holder forfeiting his / her right to enter the buildings on non-market days.

13. Acceptance of Deliveries

The Manager is unable to accept deliveries on behalf of the permit holders and it is the responsibility of permit holders to be present and available to accept deliveries. Deliveries should be made during regular set-up times. All delivery vehicles must use regular parking spaces to stop and deliver on Market days. Absolutely no vehicles may stop in traffic lanes, aisles or next to buildings on Market days.

14. Garbage and Clean-up

The permit holder is responsible to remove all garbage from his / her booth area and to take it to the garbage compactor located at the south east-end of the livestock buildings and feed the garbage into the compactor. Outside garbage barrels are not to be moved. The compactor is not equipped to receive cardboard and accordingly all permit holders must take cardboard home with them at the end of the day. A service charge of \$50.00 per infraction will be assessed to any permit holder who leaves cardboard at the Market. Permit holders are responsible to keep their booths neat and clean at all times. If, in the opinion of the Market Manager, a booth is not clean, the Manager may have it cleaned and bill the permit holder for the cost of such cleaning including a service fee. All vendors are required to do a thorough cleaning at the end of each Market day, including cleaning under refrigeration units, tables, cupboards etc. Failure to comply with this will result in the revoking of your permit. Outside vendors may not leave anything in their booths at the end of the Market day. This includes tarp frames, tables etc.

15. Subleasing

~~Permits are strictly personal to the Vendor named on it. The permit holder Vendors~~ shall not transfer or assign a permit or sublet or allow any other person to operate from his / her booth(s).

16. Utilities

For those permit holders whose operations require the use of gas, hydro or water, the Market shall be entitled to charge and additional fee to cover such utility consumption. In the event that additional work is required to change or provide new services to a booth, a vendor must use the service companies specified by the Market Manager. The Market will invoice the vendor accordingly for work done by the

service company. Unauthorized work will be disconnected and a fine may be issued.

17. Criers and Callers

All criers and callers of small wares are prohibited from practising their calling within the Market.

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18. Handbills and Pamphlet, etc.

No person shall sell, offer to sell, display, distribute or hand out, within the Market or throughout the parking lot, during Market operating hours, any handbills, flyers, pamphlets, brochures or advertising matter of any kind except for permit holders who have such materials to promote product they sell at the Market. These permit holders shall be allowed to display such materials in their booth area only. A fine may be issued for violation of this policy.

19. Pets

No member of the public shall bring, lead or direct any pet into the Market Buildings apart from those instances which the Manager considers to be exceptional such as a guide or service dog for the blind. No permit holder shall be allowed to bring their pets to the Market unless written permission from the Manager is given to do so. In the case of written permission, the Manager shall at any time have the right to withdraw such written permission if, in the Manager's discretion it is no longer feasible to allow such pets to be at the Market.

20. Alcohol, Drugs or Intoxicants

The use of alcohol, illegal drugs or intoxicants at the Market is strictly prohibited. If a permit holder or an employee of a permit holder is found to be in possession of any alcohol or drugs while at the Market, the permit will be forfeited immediately.

21. Smoking

Permit holders, their employees and the public are not permitted to smoke in any of the Market buildings. Neither should they smoke at entrances to the Market buildings.

22. Weights and Measures

Any permit holder who offers to sell any produce, article of goods, usually sold by weight, count or measurement, by false or deficient weight, count or measure, shall be liable to have such produce, articles or goods seized by the Manager and forfeited and shall not by reason of such seizure or forfeiture have any claim of damages. All such produce, articles or goods so seized and forfeited may be donated to a charity in the discretion of the Manager. It shall be lawful for the Manager at any time to weigh, count or measure any produce, articles or goods brought to or sold at the Market for the purpose of ascertaining whether the same was light weight or short count or short measure.

23. Removal Of Person

Any person may be removed from the Market by order from the Market by order of the Manager for the remainder of the Market day where, in opinion of the Manager, the conduct of that person threatens the safety of the Market as a whole or any person therein, or where the conduct of that person disrupts or interferes with the use and enjoyment of the Market by any other person.

24. Sale of Cats and Dogs

No one shall sell cats, dogs or small animals at the Market except upon written receipt of a written permit therefore from the Manager and upon compliance with the Provincial Statutes and Regulations pertaining to the sale of such animals.

25. Licences

Each permit holder shall be responsible to produce at his / her own expense any licence or permits from the Municipal and Provincial authorities which may be required in order to operate.

26. Mail and Correspondence

Permit holders may not have mail addressed to the Market on their behalf.

27. Liability

Each permit holder agrees to save the Market owner and Manager harm from any liability for any act of commission or omission arising from the permit holder's use and occupancy of the booth(s).

28. Contravention

The Market Manager has the authority to withdraw a permit and thereby terminate the privileges for any permit holder who is in his / her opinion has not fulfilled or has violated any aspect of these policies and the conditions related to the issuance of the permit to such permit holder.

29. Insurance

Each permit holder is responsible for obtaining insurance coverage. The Market does not insure for the permit holder. All vendors are required to carry a liability insurance policy at a minimum amount of \$2,000,000.00 and must produce a copy of the policy if requested by the Market Manager.

30. Requirements For Food Vendors

All vendors who sell food products (with the exception of produce) must submit a form to the Regional Health Unit. These forms may be obtained from the Market Office.

31. Market Logo

Permit holders may not use the Market logo or any advertising jingles or tags lines without the written consent of the Market Manager.

32. Workplace Health and Safety

Permit holders are required by law to know and follow all Workplace Health and Safety Policies. It is up to the permit holders to ensure that their employees are properly trained.

323.- Sale of Businesses

Policy statement #2, Vendor Permits and Proposed Sales of Market Vending Businesses, governs the approved sale of a vendor's business. Not all vendor businesses are allowed to sell under this policy. The Market Manager has sole, exclusive and arbitrary discretion for the approval of a sale of a business.