

Caledon

Farmers' Market

VENDOR REGISTRATION PACKAGE 2010 SEASON



Caledon Farmers' Market 2010 Season

Opening Day **June 17, 2010**

Last Day of the Market **October 7, 2010**

***The Market on September 23, 2010 will be set up on the soccer field due to the Fall Fair**

Time of Market **Thursdays – 3:00pm to 7:00pm – rain or shine**

Market Location **150 Queen Street South, Bolton
(Albion Bolton Agricultural Society & ABCC site)**

Prior to July 1, 2010

All prices include insurance and GST

Seasonal Cost (Producer) \$325.00 /season/space (maximum of 2 spaces)

Early Bird Registration \$275.00 /season/space (on or before March 19, 2010)

Seasonal Cost
(Artisan/Craftsperson) \$175.00 season/space (maximum of 1 space)

Daily rate \$26.02

Community Group No Charge

Musician No Charge

July 1, 2010 Onward

All prices include insurance and HST

Seasonal Cost (Producer) \$349.76 /season/space (maximum of 2 spaces)

Seasonal Cost
(Artisan/Craftsperson) \$188.34 season/space (maximum of 1 space)

Daily rate \$28.00



2010 REGISTRATION FORM

Please check off the appropriate box:

- PRODUCER
- ARTISAN/CRAFTPERSON
- MUSICIAN
- COMMUNITY GROUP

Business Name _____

Contact Person _____

Mailing Address _____

City/Town _____ Postal Code _____

Farm Address _____

Home Phone _____ Business Phone _____

Email Address _____

Website Address _____

Start Date at 2010 Market (approximate) _____

End Date at 2010 Market (approximate) _____

Farm Registration #/OFA # _____

Organic Growers Registration # _____



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)

Prior to July 1, 2010

Artist and Craftsperson	\$150.00 incl. GST/season/space (maximum of 1 space)
Producer	\$300.00 incl. GST/season/space (maximum of 2 spaces)
Early Bird Registration	\$250.00 incl. GST/season/space (on or before March 19, 2010)
Daily rate	\$23.23 incl. GST + \$2.79 insurance fee
Community Group	No Charge
Musician	No Charge

Plus the \$25.00 fee for insurance/vendor/season as described in clause 8 of this agreement.

July 1, 2010 Onward

Artist and Craftsperson	\$161.43 incl. HST/season/space (maximum of 1 space)
Producer	\$322.85 incl. HST/season/space (maximum of 2 spaces)
Daily rate	\$25.00 incl. HST + \$3.00 insurance fee

Plus the \$26.91 fee for insurance/vendor/season as described in clause 8 of this agreement.

Total amount due _____

Payment: Rates are in Canadian dollars. Payment and a copy of the Registration Form and Agreement must be received on or before June 4, 2010. Refunds will not be issued after June 11, 2010. To be eligible for Early Bird rates Producers must submit payment and a copy of the Registration Form and Agreement on or before March 19, 2010.

Payment may be made by Visa, MasterCard, or cheque. Payments can also be made by debit by visiting Town Hall during business hours (9:00 am to 4:30 pm, Monday to Friday). No cash payments accepted.

Visa MasterCard

Card No. _____ Exp. Date _____

Name on Card _____

Signature _____

Please make cheque payable to the Town of Caledon

Mailing Address: 6311 Old Church Road
Caledon, Ontario
L7C 1J6

Any personal information collected by the Town is for the purpose of administering the Farmers' Market and such information is governed and protected pursuant to the *Municipal Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. N-56. Questions regarding the Town's application of the Act can be directed to the Town's Freedom of Information Coordinator.

In consideration of participating in the Caledon Farmers' Market (the Market), _____
(the Applicant) covenants and agrees as follows. print name

1. **Intent of Market** –The Market is operated by the Town of Caledon, for the purpose of providing local producer based, Ontario grown, farm fresh fruits, produce and homemade handicrafts to the visitors and residents of Caledon. No resellers or peddlers will be allowed in the Market. A producer may sell additional produce preferably grown by a relative, and/or a neighbor farmer. The additional produce will be limited to 30% of the vendor's product line and a sign must be posted indicating where the product is from. The intent of this exception is to increase the diversity of fresh produce offered to customers. It is the provision of this service by those who produce these goods, which makes the market an authentic social and cultural experience.
2. **Operation of Market** – The applicant acknowledges and agrees that the Market will operate outdoors on the parking lot at 150 Queen Street S, Bolton from 3:00pm to 7:00pm, on Thursdays from June 17, 2010 to October 7, 2010.
3. **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 Town, all required payments to the Town must be made, and the Market Manager must have approved the Applicants participation and space allocation, in accordance with this Agreement, all on or by June 4, 2010. Incomplete applications will not be accepted.
4. **Cancellation Deadline** - The Applicant agrees that, if he/she wishes to cancel his/her application to participate in the Market, he/she must do so by June 11, 2010, after which time, there will be no refund of the fee for participation.
5. **Eligibility** – The Applicant acknowledges that the following people or businesses are eligible to participate in the Market, and warrants that the Applicant falls into one of the following categories:
 - a) **Qualified Primary Producers** – Producers who will, in their season, sell products, which they have produced. Outside of the "home grown" products, these producers may, if they receive approval from the Market Manager, sell other fresh products and by-products. This also includes those vendors selling processed foods such as baked goods, jams, cured meats. Absolutely no resellers or peddlers.
 - b) **Qualified Artisan/Craftsperson** – Either artists or person who make crafts and who will sell products that are self produced and can easily be identified as handicrafts.
 - c) **Qualified Community Groups** – Only non-profit groups fundraising for their own organization. No sales, except for fundraising.
 - d) **Qualified Musicians** – Only musicians who perform the music themselves (eg. No solely CD, or solely pre-recorded performances).
 - e) **Other** – Other situations, not conforming to the above criteria, for which people have received individual consideration and approval by the Market Manager.

6. Space Rental

- a) The Applicant will be allocated a space, and the location and size of the space and the final stall allocation will be based on appropriate product mix, and shall be at the discretion of the Market Manager.
- b) 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.
- c) The Applicant permits the Town to have 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.
- d) The Applicant agrees that the Town is in no way responsible for providing any items or equipment in connection with the Market.
- e) The Applicant shall contain him/herself, his/her produce displays and solicitation within their allocated space.
- f) The Applicant must display their farm/business location prominently at their booth and any information, registration number as required.
- g) The Applicant shall provide the Market Manager or Market Staff with approximate sales figures for each market day. This information is confidential and will be used for market statistical purposes only.
- h) 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.
- i) 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 secured with weights at all times.
- j) The Applicant acknowledges that one of the factors in determining whether he/she may rent a space at the market depends on availability.
- k) The (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.
- l) The Applicant agrees to have their booth set up and product ready to sell by the opening of the Market at 3:00pm.
- m) The Applicant agrees to be ready to leave the market by 7:00pm. No applicant is to leave the market prior to 7:00pm, unless a prior agreement is made with the Market Manager or Market Coordinator. 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 persons attending the market.

- n) The Applicant agrees to keep his/her stall open for the entire time between the hours of 3:00pm and 6:55pm, unless otherwise requested by the Market staff.
- o) The Town 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.
- p) If the Applicant is unable to attend a market day, as planned, the Applicant must notify the Market Manager or Market Coordinator by 4:30pm of the previous day. In the event of emergency (ie. Truck breaking down, etc.), please contact the Market Manager or Market Coordinator on site as soon as you are able to do so safely.

7. RULES AND REGULATIONS FOR SALE OF GOODS

- a) 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 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).
 - b) The Applicant agrees that he/she is responsible for obtaining all necessary permits, approvals, licenses, etc. required for the Applicant's sale of goods.
 - c) 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 sign shall be clearly visible to the buyers. Price cards will be distributed to the Applicants by the Market staff, for their use.
 - d) The Applicant agrees that, at a minimum, 70% of all produce sold is to be grown by the farmer selling the products and 100% is to be grown in Ontario and there must be signage to indicate this.
 - e) The Applicant agrees not to practice distress pricing.
 - f) Live animals shall not be sold at the Market.
8. **INSURANCE** – The Applicant acknowledges and agrees that the Town of Caledon 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 also agrees to pay an additional \$25.00 (\$26.91 July 1, 2010 onward) per season or \$2.79 (\$3.00 July 1, 2010 onward) per day for daily rate rental towards the cost of the Farmers' Markets Ontario insurance coverage purchased by the Town of Caledon.
9. **INDEMNITY** – The Applicant agrees to indemnify and hold harmless and defend (at the Town's discretion) the Town, its elected officials 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 Town's reasonable legal fees) suffered or incurred by the Town (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 Lease Agreement, unless such Claims or Losses are caused directly by the negligence or willful misconduct on behalf of the Town. This indemnity shall survive the term of the 2010 Market.

10. **LOST, DAMAGED OR STOLEN GOODS** – The Applicant acknowledges and agrees that the Town 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.
11. **MANAGEMENT** – The Applicant acknowledges that the Market is managed and operated by staff of the Town of Caledon. 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.

12. **MANAGEMENT CONTACTS**

Sandra Dolson – Economic Development Officer / Market Manager
Town of Caledon
6311 Old Church Road
Caledon, Ontario
L7C 1J6
Phone: 905-584-2272 x4152
Cell: 416-460-4177
Fax: 905-584-4325
Email: sandra.dolson@caledon.ca

Jennifer Clark
Market Coordinator
Cell: 647-500-6117
Jennifer@caledoncountryside.org

When this agreement refers to the Market Manager or Market Coordinator, such reference shall also imply his/her designate.

13. **PHOTOGRAPHY & VIDEO** – The Applicant acknowledges and agrees that the Town reserves the right to photograph, or have photographed, or video or have video any item or space or booth or person in connection with the Market, and to use any such photographs or video for Town related purposes in the future. The Applicant hereby waives any and all rights in connection with such photographs and/or videos indefinitely.
14. **CONDUCT**- The Applicant, and all people associated with him/her, shall conduct themselves in an orderly fashion. The Applicant agrees that the Market Manager or Market Coordinator 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 is behaving in a manner unsatisfactory to the staff member or that may in any way conflict with the image of the Market or the Town or that is a threat to the health and safety of others.
15. **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 Town 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 or Market Coordinator, 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.

16. **NO SMOKING** – The Applicant agrees that there shall be no smoking whatsoever in the spaces or booths.
17. **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.
18. **GENERAL**
 - a) **Prohibition on Assignment** – The Applicant agrees that he/she may not assign this agreement nor any rights or obligations here under to anyone, or sublet the space allocated, without the prior written consent of the Town, which consent may be unreasonably withheld.
 - b) **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.
 - c) **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.
 - d) **Amendments** – The Applicant acknowledges that any amendment, supplement, or modification of this agreement by the Applicant will not be accepted.
 - e) **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.
 - f) **Waiver** – No waiver of any provision of this agreement by the Town 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.
 - g) **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.
 - h) **Currency** – Unless otherwise indicated, all dollar amounts referred to in this agreement are in lawful Canadian funds.
 - i) **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.

- j) **Binding effect** – This agreement shall ensure to the benefit of and shall be binding upon the parties and their respective successors and permitted assigns.
- k) **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.

In consideration for the Town's permission for me to participate in the Caledon 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 _____, 2010

Signature of applicant

Please print name

This application will not be considered unless the attached agreement has been read and executed by the applicant.

Products Sold at the Caledon Farmers' Market – 2010

All products sold by the vendor **MUST** be listed. All 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.

Produce **MUST** be 100% Ontario grown and a minimum of 70% grown/produced by the vendor. 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				
Brussel sprouts				
Cabbage				
Cantaloupe				
Carrots				
Cauliflower				
Cherries – sour				
Cherries – sweet				
Cooking onions				
Cucumbers				
Currants, black				
Eggplant				
Garlic				
Grapes				
Horseradish				
Leek				
Lettuce – leaf				
Lettuce - romaine				
Muskmelon				
Nectarines				
Onions				
Parsley				
Parsnip				
Peaches				
Pears				
Peas				
Peppers – green				
Peppers – hot				

PRODUCT	MONTH AVAILABLE	PRICE RANGE	GROW/MAKE OR BUY	IF BOUGHT – FROM WHERE
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				
OTHER				
Honey				
Maple syrup				
Preserves				
Jams				
Jellies				

