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Background & Purpose

The 2026 Guelph Farmers' Market Vendor Handbook describes the organization and administration of the Saturday Guelph Farmers' Market (the "Market") and outlines standard operating procedures for day-to-day operations of the Market.

The procedures set out in this Vendor Handbook must be followed by all Vendors and Staff of Vendors to ensure a welcoming and safe environment for everyone.

The Guelph Farmers' Market has been a community cornerstone since 1827. One of Guelph's oldest and most-loved community spaces offers fresh local food, artisanal products and a friendly, welcoming atmosphere year round. The Guelph Farmers' Market continues a tradition of pride and community building supporting the local economy, sustainability and entrepreneurship.



As of March 1st, 2022, 10C Shared Space, a non-profit organization with a main office at 42 Carden Street, assumed the operations and activation of the Farmers' Market programming, including operating the building, grounds and all events and activities therein as part of a Community Benefit Agreement with the City of Guelph. 10C has a 17+ year history of placemaking and community programming, with a focus on food collaborations and supporting social enterprises. We are excited to be on this journey of collaboration with the Guelph-Wellington community!

Contact

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Market Staff Team

All Guelph Farmers' Market Staff are also staff of 10C Shared Space.

- Market Operations Lead is responsible for the day-to-day operations and administration of the Market, including Vendor management, the smooth and safe running of the Market building, establishment of the Vendors' Licence Agreements, and all other applicable policies and relevant documents.
- Market Community Engagement Assistant supports the day-to-day operations and administration of the Market as well as additional Market events.
- Market Attendants are responsible for on-site support on Market days including site set-up and preparation of all areas of the facility, the maintenance and cleanliness of the space, and to respond to both Vendor and customer concerns.
- Facility Cleaner supports the maintenance and cleanliness of the Market building and grounds.
- **Volunteers** will join the Market Staff team on market and special event days to support various day-of tasks.
- Other 10C Staff support Market operations, improvements, and promotion in a variety of capacities including resource development, new programming, financial administration, and data management and measurement.



Location & Hours

Location: 2 Gordon Street, at the corner of Wilson Street and Gordon Street in Guelph. The Farmers' Market building, parking lot area behind the Market building and Freshfield Street are used for 10C and Market activities daily/weekly throughout the year.

Saturday Customer Hours: 8:00am to 1:00pm year-round. The Market is open on ALL Saturdays throughout the year with the exception of December 25 and January 1, should they fall on a Saturday.

Thursday CSA-focused Hours: 4:00–7:00pm seasonal indoor-outdoor. Limited customer parking available on site.



Seasonality: The indoor area of the Market operates year-round. The outdoor area of the Market operates in the back parking lot from approximately April 1 to November 15, depending on weather.

Other Markets and Special Events: Additional Farmers' Market days and/or occasional extended hours may be added at the discretion of the 10C Staff team with advanced notice to Vendors. This may include a weekday evening market during the December Holiday Season or other seasonal offerings. Other themed markets, special events and community-programmed activities are regularly scheduled throughout the year.

Closures: The Market may be closed due to serious health and safety concerns, or emergency issues at the discretion of the 10C and Market Staff team, and on the advice of Public Health, City Staff and/or emergency services. These concerns may include inclement and unsafe weather or public health considerations. Notice to Vendors and the general public will be given as far in advance as possible using email, social media, signage posted at the entrances, and phone communication as needed. While we aim to give advance notice of emergency closures, unexpected situations may arise and the Market may have to be closed with little or no notice.

Emergency Contact List: Full-time and regular part-time Vendors will be emailed an emergency contact list for use at any hour of the day should an emergency at Market arise. This list is also posted at the Market office window.

Office Hours

In addition to Saturday Market hours, the Market office is generally staffed on Thursdays and Fridays between **9:00am and 4:00pm**, but this is subject to change . Contacting Market Staff ahead of your planned visit is the best way to ensure building access.

Important External Requirements

All Market Vendors must maintain any external certifications relevant to their area of business or community offering, including:

Insurance

All Vendors must obtain and maintain, throughout the term of their Licence Agreement, a commercial general liability insurance policy with minimum general liability coverage of two million (\$2,000,000) dollars per occurrence to protect the Vendor. The Insurance policy must be in the name of the Vendor, and must name both: 10 Carden Shared Space o/a The Guelph Farmers' Market (2 Gordon St., Guelph, Ontario); and City of Guelph (1 Carden St, Guelph, Ontario N1H 3A1) as additionally insured. While 10C carries General Liability and Property Damage Insurance for the Guelph Farmers' Market facilities through its insurance policy, 10C Shared Space bears no responsibility for any Vendor property or inventory at the Market and any additional insurance coverage for the Vendor's Licensed Space or contents therein is the responsibility of the individual Vendor. Vendors are responsible for providing and ensuring their insurance is accurate, up to date and provided to Market Staff. No Vendor will be permitted to vend at the Market under any circumstances without an accurate and current insurance certificate made to the above specifications.

Public Health & Food Safety

It is a Vendor's responsibility to make sure they are following appropriate guidelines in the preparation and storage of their food products for sale. Market Staff are well-versed in Public Health guidelines and can support Vendors in maintaining a safe food handling space.

WDG Public Health (WDGPH) is responsible for routine inspection of the Market to ensure compliance with the Ontario Food Premises Regulation 562 under the Health Protection and Promotion Act. Further information on food safety requirements at Farmers' Markets can be obtained by calling **WDG Public Health at** 1-800-265-7293 ext. 4753 or by visiting www.wdgpublichealth.ca.



Market Staff receive periodic reports from Public Health, noting concerns or infractions, and the follow-up actions required. These are noted on a Vendor file and Market Staff will ensure that infractions are corrected in a timely manner.

New vendors should await approval from Market management before contacting WDG Public Health about attending the market. All returning food and drink vendors (including farmers) will need to re-apply through WDG Public Health each year after their application is approved by the Guelph Farmers' Market. Vegetable and fruit vendors may list their products as 'fruit', 'vegetables' or 'produce' on their WDG Public Health form rather than listing the individual items.

Vendor Categories

The aim of the Market is to support and feature a diverse range of products for customers at the Guelph Farmers' Market. Only with advanced written requests and permission from Market Staff may Vendors sell products that do not fall within their primary Vendor category.

Interested vendors may apply within **one** of the following categories that describes their primary offering. For food vendors in categories 1–3, there may be other products in secondary categories that a vendor wishes to include. These must be documented in Manage My Market and must be approved by market management prior to vending. Also, secondary offerings **must be less than 25%** of the overall Vendor's market offering.

- **1. Farmer or Primary Producer:** A person or business <u>who grows or produces and sells their own farm products</u> (fruits, vegetables, meat, poultry, dairy, fish, grains & seeds, honey, maple products, plants, flowers and wool). Farmers and primary producers are prioritized Vendors for access to vending space at the Market, subject to the following guidelines:
 - A minimum of 75% of the products sold must be homegrown or raised.
 - Prepared foods made from farm products (produced by the Vendor) are allowed for sale, but must meet all Public Health requirements as laid out for Prepared Food Vendors and may not make up more than 25% of the Vendor's products for sale.
 - Any meat sold at the Market must be processed in a federally-inspected facility.
 - Farmers are permitted to resell products from other local farms to supplement product volumes outside of their season. Products must be from Ontario and may not make up more than 25% of the Vendor's products for sale on a given Market day.
 - Farmers or primary producers may not sell non-food products (i.e. items related to their products like kitchen tools or tote bags) without express permission from Market Staff through a product listing amendment in Manage My Market.
 - Co-operative or collective farmer Vendors selling products produced from more than one local farm will be considered on a case-by-case basis, where 50% of the items must be produced by the Vendor applicant. Market Staff will need to verify contact information and products produced by each of the individual farmers.
- **2. Prepared Food Vendor:** A person or business who sells <u>food prepared by the Vendor</u> according to the following guidelines:
 - Products may include jams and sauces, take and bake items, and can also include take-out, ready-to-eat items such as sandwiches, soups, donuts and pastries.
 - Vendors are responsible for ensuring they are meeting required WDG Public Health guidelines (i.e. safely preparing food in an inspected commercial kitchen such as the <u>Nourish Kitchen</u>) and providing up to date documentation of any and all kitchens used, along with their Vendor application prior to being permitted to sell any food items.

- **3. Food Reseller:** A person or business who sells food purchased from a third party and/or farm where **less than 75%** by number of individual products and/or by volume of the products are homegrown or prepared by the Vendor, according to the following guidelines:
 - Resellers should offer a specialized product that is unique and improves the Market product mix, or fills a product gap not represented by Farmers and Prepared Food Vendors.
 - Priority will be given to resellers with Ontario products whenever possible.
 - Resellers may not sell non-food products (i.e. items related to their products like kitchen tools or cookbooks) without express permission from Market Staff through a product listing change through Manage My Market.
- **4. Arts & Crafts:** A person or business who sells arts and crafts made only by the Vendor according to the following guidelines:
 - These items must be handmade goods produced or created by the Vendor from raw or basic materials which are changed into a significantly different shape, design, form or function using a special skill or manual act.
 - Co-operative or collective arts and crafts vending, whereby one Vendor sells a
 collection of locally made handmade items will be considered on a case by case
 basis, where 50% of the items must be made by the Vendor applicant. Market Staff
 will need to verify contact information and products produced by each of the
 individual artisans.
- **5. Alcohol & Specialty Beverage Vendor:** A person or business selling locally produced alcohol including wine, cider, beer, distilled spirits, bottled or canned cocktails and/or specialty non-alcoholic beverages, including juices and artisanal soda according to the following guidelines:
 - All products should be produced locally with a commitment to sourcing and highlighting local and seasonal ingredients whenever possible.
 - Alcohol and Specialty Beverage Vendors may not sell non-food products (i.e. items related to their products like glassware or t-shirts) without express permission from Market Staff through a category amendment through Manage My Market.
 - All Vendors selling closed alcohol are required to provide, and keep up to date, the following documentation:
 - Manufacturer's Limited Liquor Sales Licence
 - Notification and Authorization of Intended Sales at a Farmers' Market Summary
 - Smart Serve Certificates for all staff selling product
 - Alcohol Vendors must comply with all relevant AGCO guidelines and requirements for Farmers' Markets: www.agco.ca

- **6. Community Vendor:** Local (Guelph-Wellington County) not-profit, charity and community-based service organizations or for-profit businesses (relating to food, arts, music, culture, health, wellness, education, community engagement, circular economy) may apply to be Market Vendors according to the following guidelines:
 - Community vending spaces are available in limited quantities, to support the overall
 variety of new, local, independent offerings at the market. Vendor categories 1–5 and
 non-profit and charity organisations will be prioritised and market staff will curate the
 decisions on community vendors based on fit with overall market goals.
 - Any items for sale or processes for soliciting donations must be approved by Market Staff (For example, tickets to a community theatre show may be permitted for sale).
 - Promotional giveaways of food items are not permitted.
 - Political groups/parties: All political parties may apply to be a community Vendor. We
 maintain a transpartisan approach to political engagement. We will not endorse a
 specific political party, and present a transpartisan forum for political parties and
 elected representatives and candidates to engage the community.

Variety of Products

Market Staff will work with Vendors to determine product lists and offerings, with a focus on the overall quality, variety and selection of products at the Market.

Whenever possible, products offered for sale by farmers and primary producers will be prioritised. Generally, the maximum number of Vendors approved to sell the same product item is three (3), however, this is subject to assessment of the demand, availability and variety of the products by Market Staff. A more common exception to this is made for farm produce (fruits and vegetables), plants and flowers sold by primary producers or farmers.



Prohibited Sales

The sale of live animals, tobacco/vape items, cannabis or unapproved ticket sales of any kind (raffle, lottery, events, etc.) is not permitted at the Market.

Vendor Selection & Ongoing Quality Review

All vendors and vendor renewals are reviewed annually by 10C Shared Space and Market Staff. Approval in previous years does not guarantee continued participation. 10C has the sole and final authority to decide which vendors are granted a vending licence and whether annual licences will be renewed.

Market Staff will determine both subjectively and quantitatively what current booth and sales standards are, and may recommend changes to individual or all market Vendors. Market Staff has full authority to ask Vendors to remove any unsightly, unprofessional, or unsafe materials, to ensure compliance with Health & Safety regulations, and to work towards continually curating the variety, increasing the quality, and evolving the inclusiveness and local relevance of the Market experience. New perimeter booth vendors in 2026 will be asked to present a plan for product labelling, signage and appearance of their booth.

New Vendor Expressions of Interest

To support new Vendor intake and member management, the Guelph Farmers' Market uses an expression of interest process (pre-application) and market management software called Manage My Market. Those wishing to be considered as Vendors will either complete a pre-application or discuss with Market Staff, and may be able to "try the Market". All applicants who wish to sign up for more than four dates must apply to become a Vendor and complete their profile through Manage My Market (Manage My Market).

Market Staff will aim to contact prospective Vendors within two weeks of submitting an application to discuss the details of the Market offering, products and eligibility. Please be sure to review the Vendor categories prior to applying to ensure your product or services fit into a relevant primary category.

Application Review

Market Staff review and approve Vendor applications both annually and on an ongoing basis. Applications are evaluated on the following criteria:

- Preference is given to Vendors selling products grown, sourced or made locally within Guelph and Wellington County.
- The Vendor has a unique and compelling product offering.
- Products fit primarily within one of the Vendor categories.
- The product offering supports the Market to develop a curated mix of products and categories that responds to and serves evolving customer and community demand.
- There is an available booth/space that matches the Vendor's desired space and infrastructure requirements.
- Preference may be given to Vendors with full-time or regular availability.

Vendor Product Selection and New Product Approvals

As part of the Vendor Licence Agreement, Vendors will submit a complete **Product List** (through Manage My Market). In addition to review at the time of signing a Vendor Licence Agreement, product lists will be reviewed regularly throughout the year by Market Staff.

It is the responsibility of the Vendor to ensure their types of product, and main product items list, including requests for new items, is up to date and current within Manage My Market. It is also recommended that Vendors send an email or contact the Market Manager to describe changes to product offering. All products must fit within and comply with the current approved Vendor Category.

Vendors in a food category may not sell non-food products (i.e. items related to their products like kitchen tools or cookbooks) or non-prepared food items (i.e. fresh produce) without express permission from Market Staff through a product listing amendment in Manage My Market. If approved, the volume of these products may not exceed 10% of the total vendor offering as determined by factors such as # of items, volume of sales, etc.

Market Staff will review any requested changes on a bi-weekly basis. Vendors must wait for approval in writing from Market Staff before the new product(s) can be offered for sale, display or sampling. Please be aware WDG Public Health may need to review new food items or food processes as well.



Approved products must be available for sale on a regular basis unless stated as "seasonal". If a product is not available for sale for a total of four (4) consecutive weeks, other Vendors may be allowed to begin selling this product, and you may lose permission to do so, as explained in the section referencing "Variety of Products". A Vendor may reapply to add that product back to their list with approval from Market Staff.

Product Verification and Quality Review

The Guelph Farmers' Market strives to provide high quality local goods and services to our community. Before being permitted to vend at the Market (and periodically during the term of a licence agreement), all Vendors may go through an initial verification process and periodic check-in review with factors related to each category of vending that may include:

- Follow-up questions and/or phone call or in-person meetings with Vendor
- Social media and online reviews
- Periodic review of products for factors including: appearance, taste, quality, freshness, price, value review, marketability, reliability, sustainability and social responsibility

- Farmers may be asked to produce supporting documentation to indicate their farming status and information regarding their advertised practices and location (i.e. local growing, organic certification if promoted as certified organic), and may include a farm visit. We encourage farmers to register with the Farmers' Markets Ontario MyPick® Verified Local Farmer® program for additional promotion and local area differentiation. For information on this program, please visit farmersmarketsontario.com/apply-to-be-a-mypick-farmer.
- Farmers and/or Food Resellers / Prepared Food Vendors who are selling products not grown by them will be asked to provide the name and farm address of where all other products are sourced, and may include a farm, kitchen or production facility visit.
- Arts and Craft Vendors may be asked to bring in a sample of their work in addition to photo documentation, as part of the application process.

Saturday Farmers' Market Licence Agreements

The final section of the Vendor application includes an **Annual Vendor Licence Agreement**, to which both the Vendor and 10C must agree before vending can begin at the Guelph Farmers' Market. The Agreement is appended to the end of this document for review. The Licence Agreement is made between 10C Shared Space and the Vendor, and sets out the terms and conditions of the Vendor's agreement. Note that a person may only staff one licensed vending space, but may have more than one licensed space in their agreement as long as they provide appropriate staffing at each booth.

Licence Agreement Term & Renewals

The term of the Saturday Farmers' Market Licence Agreement is 1 year (January through December), and all Vendors in good standing must indicate desired dates, note any category or product changes, and sign a new Licence Agreement to renew in Manage My Market. This agreement permits a vendor to participate at the market in that calendar year. Approval for dates at the market, whether full or part-time, is a separate negotiation and is not promised by the licence agreement. **Only Vendors in good standing will be considered for Licence renewals.** During the term, Vendors with one or more written infractions may risk having their Licence Agreement cancelled, should remedies not be implemented.

Transfer of Business Ownership

A Vendor Licence Agreement is made with an individual or business owner at the time of application and agreement signing. In the event of a transfer of business ownership or leadership, the new individual Vendor will be required to re-apply and if approved, will enter into a new Vendor Agreement. The new owner is not guaranteed the original owner's Licenced Space or Agreement terms.

Vendor Booth Allocation

Booth assignments and allocations will be made by the Market Staff taking into consideration Vendor needs and preferences as well as product offerings, traffic flow and overall Market layout and experience when allocating booths.

Please note that the Licence Agreement pertains to the Vendor's approval to sell at the Guelph Farmers' Market, it does not guarantee the location of a booth, table or stall and is not to be considered rental of private space. Any full time Market Vendors who do not occupy an indoor perimeter booth may be subject to periodic changes in booth location depending on needs of the Market. Market management has full discretion to curate the Market and the Vendor booth locations in the course of their work managing the Market. Advanced notice of any changes will be given when possible.

Vendors may not make changes to their location in the Market or their assigned space without advanced approval from Market Staff. Should a Vendor wish to request a change in location, this should be done directly with Market Staff prior to Market days. No location changes will be permitted on Market days – unless there are urgent extenuating circumstances and with pre-approval by Market Staff. A Vendor **may not** sell, assign, sub-let, license, or rent their assigned booth to anyone else, including other approved Vendors.

All Vendor booth set-up, product, staffing, etc. will remain within their allocated booth area during Market Hours and will not block or encroach into the aisles, building exits, or high traffic areas. Vendors are not permitted to solicit around the Market outside of their licensed space, including calling out to Market patrons at a distance.

Market Space Changes: In the event a termination or change of the Vendor's licence is required due to a change in booth availability before the end of the calendar year, the Vendor will be given 90 days written notice.

Booth Allocation for Returning Vendors

Returning Vendors are not guaranteed the same space from year to year and Market Staff reserve the right to move Vendors to alternate locations if deemed necessary. Advanced notice will be given whenever possible. The following specific notes also apply:

Indoor Booths: The Market Staff will assign all indoor booths and tables taking into consideration the following, in no particular order:

- Booth layout and space availability
- Vendor category and product selection spaced throughout the Market
- Amenities required by the Vendor to comply with Public Health Regulations and equipment needs (i.e. hand washing, sink, electricity, etc.)
- Continuity and length of the approved Vendor term
- Accessibility requirements

Outdoor Booths: From approximately April 1 up until November 15 (depending on spring and fall weather conditions), outdoor booth spaces are allocated to approved Vendors by the Market Staff using the following criteria:

- Farmer / Primary Producer Vendors are prioritised for outdoor booth space, with full-season Vendors as top priority
- New full-season outdoor Vendors (non-farmer) and partial-season outdoor Vendors will be allocated as space allows
- Amenities required by the Vendor including access to electricity, location accessibility, direction of sun, etc. are taken into consideration
- Accessibility requirements.

Outdoor Vendors, please note:

- Space to park a vehicle behind outdoor booths is very limited and not guaranteed.
- Some Vendors may set-up in the back lot during the warmer months and then move inside for the winter, depending on space availability. As indoor space is at a premium in the shoulder seasons, Vendors should inform Market Staff at least eight (8) weeks in advance of a request to move indoors, and ideally at the time of application.

Product and Equipment Storage at Market and Liability

Perimeter Vendors may choose to set-up during Vendor access hours before the Saturday Market or, depending on the space assigned to them, be able to leave product in the booth location between Saturday Markets. Centre aisle Vendors on folding tables may **not set up before Fridays at 12:00 pm** and **may not leave items** behind after the Market.

A Vendor assumes complete responsibility of product and potential product losses if and when they leave any product at the Market at any time. While Market Staff do make every effort to ensure the safety and security of the building and the things therein, the Guelph Farmers' Market and 10C Shared Space are not responsible for a Vendor's lost, stolen or damaged product, including refrigeration equipment, and rental equipment. This includes instances of power outages, breaker tripping, and routine maintenance on the electrical infrastructure performed by any Market or maintenance Staff.

Moving Booths

From time to time, it will be necessary to move the centre aisle HUT/Rolling Booths in order to properly clean the space and/or make space for other events and markets. Vendors will be expected to secure items in HUT or Rolling Booths to allow for ease of movement. Booths will be returned to their Market location prior to Market set-up times. Market Staff will always aim to move your booths with care. If you have precariously placed products in your 'rolling booth' or 'hut' so that moving your booth may cause products to fall and break, please note, it is not the responsibility of management to compensate you for the loss of product.

Vendor Licence Fees

The fees outlined below are set annually by Market Staff and are applicable to the Saturday Farmers' Market Vendors only. A fee schedule for other markets and special events will be provided as relevant. Fees may be changed annually effective January 1st of each year and all fees are subject to HST.

Discounts		
Indigenous Makers' Discount	10C is working to reduce barriers for Indigenous community members to participate fully in the local community, including as Vendors at the Market. This discount is applicable to centre-aisle tables and 10' outdoor spaces. Please discuss qualifying details with Market Staff.	33% off licence fees
Advance Payment Discount	Full time year-round (indoor) and full time seasonal (outdoor) Vendors who pay their full season Licence Fee in advance of their first Market day will receive a discount on their Licence Fees at the time of payment. This does not apply to any other type of fee, including electrical fees and other charges.	5% discount
Farmer / Primary Producer Discount	This discount is available to farmers and primary producers per <u>category definition</u> on page 8.	10% discount
Youth Vendor Discount	This discount is available to vendors under 16 years of age in the arts and crafts and prepared food categories. Please note that youth under 16 must have a consent form signed by their parent/guardian and youth under 12 must be accompanied by an adult on Market day.	20% discount
Community Group Discount	For Non-Profit, charitable or unincorporated informal community groups. For-profit or sole-enterprises not eligible for discount.	10% discount

Booth Fees		
Booth Type	Details	Per Booth (LFT = linear foot)
Indoor Perimeter Booths	Booths of various sizes, used by the Vendor on all Saturdays per licence. Typically include a handwashing sink, and ability to have customised signage, Vendor equipment and items may be left on-site. Electrical fees applied as additional fees on a per-Vendor basis. Note: these booths are not private space, and may be used on other days of the week, including special events, in which case Market Staff will provide advance notice.	\$6.10/LFT Ex. \$48.80 per 8ft Booth Ex. \$43.92 per 8ft Booth with Farmer Discount
Flexible Indoor Perimeter Booths	Multi-Use Booths of various sizes, used by a variety of Vendors throughout the year. Booths typically include counter space with under-counter Market-day storage. All countertops and surrounding areas are to be cleared weekly - unless otherwise approved. Will usually be the same location week-to-week (but may change with advanced notice when possible, and may shift to accommodate seasonal Vendor layout changes). Electrical fees applied as additional fees on a per-Vendor basis.	\$5.80/LFT Ex. \$46.40 per 8ft Booth Ex. \$41.76 per 8ft Booth with Farmer Discount
Indoor Rolling Booth ('RB') or HUT	7' wide x 6.5' high (Rolling Booth) or 5'/6' wide x 6.5 high (Hut)- moveable multi-function display space including shelving, display racks, signage and limited built-in product storage. Vendors in this booth type are ideally attending 52 weeks per year, and if year-round attendance is not possible, vendors must commit to a minimum span of 20 uninterrupted weeks to qualify for access to this booth type. Booths must be vacated for other Vendors during absences.	\$5.25/LFT Ex. \$36.75 per 7ft Rolling Booth Ex. \$26.25 per 5ft Hut Ex. \$31.50 per 6ft Hut
Indoor Centre Aisle Table	6' table located in the centre aisle. No materials may be left between Markets, location may change week-to-week. Table size can be variable with a minimum of one 6' table. It is preferred that Vendors use provided chairs rather than bringing their own.	\$4.90/LFT Ex. \$29.40 per 6ft table

Outdoor Vendor	10', 20' or 30' space. Will usually be the same location week-to-week (but may change with the season and/or with advanced notice). No materials may be left between Markets, Vendors are required to provide their own tents and appropriate tent weights.	\$4.70/LFT Ex. \$47.00 per 10x10ft stall Ex. \$42.30 per 10x10ft stall with Farmer Discount
Popsicle Cart	Popsicle cart or bike trailer. Does not include space for a full canopy or pop-up tent.	\$30.00 per cart
Pop-up Table	2x2' pop-up table to be located either inside or outside.	\$15.00 per table

Additional Fees		
Fee type	Details	Fee
Vendor Application Fee	New Vendors may vend one time to 'try the Market' prior to paying a Vendor Application fee. Returning Vendors all pay an annual application fee which covers some costs of onboarding and supports Market Vendors listings and general promotions. This is mandatory for all Vendors.	\$25.00/year
KISI Door Access Card Deposit	For those regular Vendors needing access to the building who do not have a smartphone or prefer not to use an app, a door key card will be available with a one time, 50% refundable deposit.	\$50.00/card
Electrical Fees	Hydro fees are weekly and are charged monthly with licence fees. 2026 electrical rates will come into effect starting January 1, 2026.	
	Market Day usage - Electrical fee for usage on Market day.	\$2.80/week
	Weekly usage - Electrical fee for appliances that are left in operation during the week.	\$8.40/week
Tent Rental Fees	Includes one 10x10 canopy and four tent weights. The supply of tents is limited. Please request in advance.	\$10/day

Infraction Fees		
Cancellation Fee	Sufficient notice to cancel attendance for Market day is 28 days for Perimeter Booth, Rolling Booth and Hut vendors. All other vendors must provide 14 days notice. Upon the first no-show or last minute cancellation, the Vendor will receive a written warning and will be required to pay for their missed Market day. Subsequent no-shows or last minute cancellations will have the cancellation fee automatically added to a Vendor's account. After more than 3 cancellations in a calendar year, a Vendor may risk losing their licence.	\$50.00
Cleaning Fee	A cleaning fee will be added to a Vendor's invoice should they ignore repeated requests to maintain a clean space, e.g. on the floors, counters, or in their sink use.	\$20.00/instance
Late Payment Fee	A \$15 late fee will be charged on all items overdue by 2 weeks, and further \$15 late charges will be reissued bi-weekly until the account is brought up to date. Non-payment or late payment of 30 days or more constitute a breach of the Vendor's Licence Agreement and may result in termination of the Vendor's Licence agreement by 10C.	\$15.00 bi-weekly
Late Arrival / Early Departure Fee	Vendors must be fully set up and ready to vend by 15 mins prior to the start of Market (7:45am on Saturdays, for example). Your vending location may be reassigned to another Vendor or taken down completely at the start of Market if we have not been notified in advance of your late arrival. At 8:00 am, if a Vendor is not ready, a late arrival/early departure fee will be charged. After 9:00 am, the Vendor will forfeit their booking for the day – in addition to being charged the late arrival penalty. Vendors are required to remain until the end of the Market, even if they have sold out. Vendors who violate this policy will see this fee applied on the next invoice.	\$20.00/instance

NSF Payments	If a Vendor cheque is returned by the Vendor's financial institution (i.e. for non-sufficient funds), an NSF fee will be added to the next invoice and credit card, debit card or cash will be required for all future payments.	\$60.00/instance
Vendor Handbook Non- Compliance Fee	For all additional infractions, after one written warning, Vendors will be charged a non-compliance fee relating to each infraction. If the issue continues after the issuing of this fee, the Vendor may be in breach of Vendor Licence Agreement and risk termination.	\$50.00/instance
All other Infractions	See the Infractions and Licence Termination section for an outline of all other types of infractions. Fees for all other infractions will be established at the discretion of Market Staff.	Up to \$250.00 plus possible termination based on severity

Vendor Payment Processes & Refunds

Payment Processing

- To increase overall efficiency, we encourage vendors with predictable monthly payments to pay through pre-authorized Automatic Fund Transfer (AFT). This means that your Licence Fees will be automatically processed via your bank account/credit card on the first day of each month. We will reach out in December/January to assist you in setting up this process. In this case, your total annual fees (apart from your application fee, which will appear on your first invoice) will be calculated and divided by 12 months in recurring invoices.
- Invoices for repeat Vendors will be issued monthly on the 15th day of the preceding month. Payment is due 2 weeks after receiving the invoice (by the first of the month).
 For example: Invoices for March will be delivered on approximately February 15th and are due by March 1st, prior to the Market dates.
- All Vendor Licence Fees are due by the 1st of each month. For occasional or drop-in Vendors booking booths during the current month, fees are due at the time of reservation with no exceptions.
- For those not using AFTs, it is preferred that Vendors use the payment link at the bottom of the invoice to pay online. E-transfer payments can be made to info@10carden.ca. Please note your market booth name and invoice number in the notes, if transferring from an account in your personal name. Payment can be made in person at the Market office during open office hours Thursday to Saturday with cash, cheque, debit or credit. Please do not send payments through mail.

Refund Policy

If the Vendor Licence Agreement is terminated early by either the Vendor or 10C Shared Space, the Vendor may be entitled to a refund of any prepaid Licence Fees.

Vendor licence fees may be refundable if:

- A licence agreement is terminated or adjusted because of booth availability or renovation.
- A licence fee is adjusted because of a change in booth size,
- A Vendor gives the appropriate amount of written notice for terminating their Vendor licence due to a change in personal or business status. Please see License Termination by Vendor section.
- A Vendor has a sudden and serious illness or injury or personal tragedy.
- A licence agreement is terminated by 10C Shared Space because of Vendor non-compliance any fees paid in advance for future Markets are eligible for refund.
- In the event that 10C must cancel the Market due to inclement weather or public health measures, Vendor fees will be offered as a credit towards future Vendor fees.
 For an extended closure of the Market (more than 2 weeks) all Vendor fees would be refunded.

Access to the Market Building

Market Building Hours & Access

Vendors may access the Market building during staffed times by calling or emailing the Market office in advance. Generally, the Farmers' Market building is open for Saturday Market Vendors to load in on Thursdays and Fridays between 9:00AM and 3:00PM. These times are subject to change.

Regular Saturday Market Vendors (i.e. Vendors who are at the Market more than 50% of Saturday Markets) will be able to request building access during the following times:

- Thursdays 8:30am to 7:00pm
- Friday 8:30am to 9:00pm
- Saturdays 6:00am to 3:00pm

To request access to the Market building outside of these times, regular Saturday Vendors need to be in touch with Market Staff by email.

Thursday Pre-Order Pickup Nights

From May through December, the Market runs a CSA Pre-Order pickup from approximately 4:00PM to 7:00PM. This may affect a Saturday Vendor's ability to load in during that time frame. Market Staff will keep Vendors informed of changes and disruptions to load-in times.

Door Access Agreement & KISI

The Market building uses a cloud-based building access system, called "KISI," to control its door locks. To use KISI, Vendors may download an app on their smartphone or request a KISI access card. All Vendors requiring a KISI card will be required to pay a one-time \$50.00 deposit/usage fee.

One email address or one KISI card may be issued per Vendor listed in the Vendor agreement. Email address or KISI card for building access may be shared only with approved Staff as listed on a Vendor's Manage My Market profile. Only these Staff members will be allowed entry to the Market. Access to the Market building may be revoked at any point for reasons of non-compliance. KISI access will be removed after 30 days of non-use. Any lost KISI cards need to be reported to Market Staff as soon as possible and the \$50.00 deposit will be forfeited.

Maintaining Door Security - No Vendor may open the Market building to the public or close the Market Building to the public. This includes the propping open of doors while at the Market at any time. Leaving doors open while you are not actively loading or unloading compromises the security of Vendors and Vendor goods alike. Vendors should always use KISI access to enter and exit the building. Any Vendors who fail to comply with this guideline will be in breach of their Vendor agreement.

Attendance & Absences

Set-up & Tear Down

No on-site vending activities may take place outside of approved Market Hours.

It is in the Vendors' and Market's best interest that all Vendors are set-up by start time and do not begin removing their products or dismantling booths before the end of the Market.

Set-up:

- All vendors must be fully set up and ready to vend by 15 mins prior to the start of Market (7:45am on Saturdays, for example). Your vending location may be reassigned to another Vendor or taken down completely at the start of Market if we have not been notified in advance of your late arrival. At 8:00 am, if a Vendor is not ready, a late arrival/early departure fee will be charged. After 9:00 am, the Vendor will forfeit their booking for the day in addition to being charged the late arrival penalty.
- o **Indoor vendors** may unload from the back lot until 7:00am, after which they must remove their vehicles from the lot. **Outdoor vendors** without permission to park next to their tents must remove their vehicles by 7:20am. At 7:30, no more vehicles will be permitted to enter the back lot.
- During peak season, we ask for vendors in the back lot to cooperate with management by arriving at a time which makes it easiest to access and depart your stall location.

- **Tear down:** Vendors may begin the tear down process at the end of the Market and must vacate within **one hour** of the end of the Market. No Vendor will be granted access to the Market after this time on Market Day unless otherwise arranged in advance with Market Staff.
- Moving road barriers is strictly prohibited. Do not move barriers to let in or let out
 vehicles from the back lot at the end of Market. Doing so may result in an infraction
 notice and/or a fine.

Late arrivals and early departures disrupt the Market, are inconvenient for customers and can become a safety issue. If the Vendor must leave early because of exceptional circumstances, they should notify Market Staff as soon as possible. Vendors that arrive late, depart early or tear down late may receive written notice of this <u>infraction</u> followed by a fine and may ultimately be in breach of their Licence Agreement.

Absences

The market does not have the capacity to absorb the cost of vendor sick days and unplanned absences. The expectation is that Vendors will make every effort to staff their booth with an employee if they are not available to attend in person. Exceptions include:

- Full-time Vendors Indoor Perimeter: may take up to 4 Market days off per year as holidays with at least 28 days written notice to Market Staff. Vendors will still be charged a licence fee for their booth on these days, but this fee will be reimbursed if Market Staff is able to find a substitute Vendor for the missed days. Any Vendor wishing to take off more than 4 Market days (consecutive or nonconsecutive) may be in jeopardy of losing their perimeter booth / Hut / Rolling Booth and full-time status.
- Rolling Booth / Hut Vendors Vendors in this booth type are ideally attending 52
 weeks per year, and if year-round attendance is not possible, vendors must commit
 to a minimum span of 20 uninterrupted weeks to qualify for access to this booth
 type. Booths must be vacated for other Vendors during absences. These vendors
 must give at least 28 days written notice to Market Staff for any planned absence.
- All other Vendors: must give at least 14 days written notice to Market Staff for any planned absence. Failure to give advance notice of date changes will result in booth fees being charged and may jeopardize Vendor status and booth location.
- Emergency Exceptions: In the event of a sudden and serious illness or injury, personal tragedy causing an absence, Vendors must provide notification of their absence with as much notice as possible. Market Staff will do their best to accommodate and support through unexpected or emergency situations, including supporting removing items from a booth temporarily to allow another Vendor to use the space. Market Staff will work on a case-by-case basis with Vendors in this situation, but please note that not all cancellations due to illness will result in a refund or dismissal of the stall fees.

Booth Displays & Sales Standards

Professional product presentation, attractive displays and cleanliness are very important factors when vending at any Farmers' Market. The following standards are intended to enhance the customer experience and leave a lasting, positive impression with customers and visitors. Throughout the year, Market staff will review ALL booth displays and vendor signage and when necessary, will provide recommendations to improve the signage plan.

All Vendors:

- All Vendors are encouraged to display signs indicating their business name. Signs should not be permanently affixed to the Market Building, walls or tables. If a Vendor wishes to affix or alter the placement of a sign or banner to the Market Building walls or ceiling, they must obtain prior written approval and approved signs must be installed by Market Staff. All signage must be pre-approved in writing by Market Staff prior to installation.
- Are responsible for providing appropriate, legible and user friendly product signage.
- Vendors may not make any permanent changes to their booth space without permission from Market Staff.
- Some examples of problematic displays include: poorly drawn or printed signage, signage that is confusing to the customer, stacking appliances or other supplies too high, overcrowding in the booth, uncleanliness or untidyness, and displays that appear empty (prior to selling) or disorganized.

Indoor Vendors:

- Vendor table space includes the table surface area only. Any Vendor wishing to use a floor-standing display or add on to their space in any way should clear this with Market Staff in advance of Market day. Additional charges may apply.
- Merchandise and/or materials should not be hung from the ceiling, on walls, columns or left on ledges or window frames without permission from Market Staff.
- Perimeter booth Vendors may be responsible for expenses associated with any improvements to their Licensed Space. This is subject to approval by Market Staff.
- Centre aisle Vendors must take all of their items with them at the end of the Market day unless otherwise approved by Market Staff. In some cases, a centre aisle Vendors may make a private arrangement with a perimeter booth Vendor to store a chair or small table in between Market days.
- Electric coolers and refrigerator units are not permitted in the centre section of the Market unless specifically requested in writing and approved by the Market Staff. Portable hand wash stations are not permitted in the centre section.
- The Market will provide you with a chair and folding table. We request that no more than 2 staff persons be in your booth or at your table at a time.

Outdoor Vendors:

- Vendors are responsible for ensuring all canopies and tents used for vending activities are securely fastened. Umbrellas are not permitted as a shade source. All approved tents must be weighted down with appropriate tent weights (at least 20 lbs for each tent leg) which are properly affixed to the tent. Weights should be brought separately and not fashioned from objects found in the Market parking lot (i.e. trash cans, bricks, rocks). If you are unsure if your tent weight is adequate, please reach out to Market management. Taking down a tent during Market hours is not permitted unless it is an emergency or the tent presents a safety hazard. A Vendor may be asked to take down their tent/canopy in the event of inclement weather or should they not have weights for their tent on each Market Day, regardless of the weather.
- Outdoor space should be swept of debris from the Vendor products.

Product Pricing Competition Concerns

Market Staff does not generally monitor pricing of Vendor products. However, Vendors may make a written request to Market Staff to mediate pricing disagreements between vendors Vendors at the Market. Market Staff will look into every request with the aim of creating a Market with fair competition, diverse product selection, and a curated Market offering highlighting quality locally produced food and products for customers.

Product Labelling

As a best practice, Vendors should have clear signage indicating products available for sale and prices displayed on items. Labels can be on individual products or central signage/menus. Pricing signs should indicate units (i.e. \$/lb, \$/bunch, etc.).

Vendors are responsible for compliance with the Farm Products Grades and Sales Act from Ontario Ministry of Agriculture, Food and Agribusiness (OAFA), including:

- All products should be correctly labelled and priced.
- Produce is sold by units or legal containers, such as bushel, 4-litre basket, quart, pound, kilogram, etc.
- If a product is sold by weight, the scale must be government inspected, with a valid sticker displayed.
- Eggs sold at the Market must be graded and comply with all applicable regulations.
- **Pre-packaged foods:** All pre-packaged food products prepared by the vendor must comply with the labelling requirements stipulated by the Canadian Food Inspection Agency (CFIA). All pre-packaged food products, not sold by the individual who prepared and processed the product, must comply with the Nutrition Facts Table requirements as stipulated by the CFIA.
- Meat, produce, honey and maple syrup: Any meat sold at the Market must be processed in a federally-inspected facility. A Vendor selling meat, produce, honey and maple syrup must comply with OAFA labelling requirements. It is the Vendor's

- responsibility to understand and implement the OAFA labelling for these products and not the responsibility of the Market Staff. If these products are not labelled correctly, Vendors are at risk of receiving fines issued by OAFA compliance officers.
- Other labelling: For consumer transparency, the Market encourages vendors to label their market categories (ex. Farmer, Reseller, etc.). The Market may mandate this at a future date.
- **Complaints:** If a concern or complaint is issued to the Market about a Vendor's labelling standards and cannot be resolved internally with proper education and coaching, Market Staff will contact the appropriate organization, and the Vendor may be subject to possible inspection of the product by the agency.

Cleaning

Unsafe and/or unclean Vendor areas will be documented, and Vendors will be notified by email detailing the specific action required to fix the issue. Vendors that do not comply within the timeframe given will be <u>issued a fee</u> (see Infraction Fees) and the licensed space may be temporarily shut down until the action is completed and inspected by the Market Staff. If the issue persists, a Vendor may be in breach of their licence agreement.

Vendors must maintain a high level of cleanliness of their licensed booth space according to the following guidelines:

- Public Health strongly recommends that any food product left in an approved refrigerator or freezer have an operational lock on it.
- Vendors are responsible for following the WDG Public Health guidelines for the proper cleaning of all countertops, equipment, shelving and utensils.
- Vendors are supplied with food-grade cleaning supplies to be used to clean their booth and are expected to follow instructions for their proper use.
- Vendors are responsible for sweeping any floor debris into the centre aisle, to be collected by Market Staff.
- Vendors are responsible for sweeping behind their booth on a regular basis (before or after the Market day), and cleaning sinks and counters of any food product, spills or marks. We also encourage mopping your floors regularly. Staff will monitor the cleanliness of booths. An infraction (see <u>Infraction Fees</u>) may be applied to any Vendor who needs frequent reminders to keep maintain a clean space.
- Waste/recycling bins are prioritised for use on Market day. All garbage, organics and recycling should be removed from booths by the Vendor at the end of the Market day. Large quantities of waste and product packaging (i.e. boxes) should be disposed of off-site by the Vendor and not placed in Market receptacles. Any by-product of a Vendor's product offering created on site in advance of the Market (i.e. cartons, fruit/vegetable scraps, packaging) should be disposed of off-site by the Vendor before Market day. After 1:00pm on Market Day, Vendors should dispose of their garbage outdoors and not in the washrooms or indoor bins.

Electrical Appliances

At the beginning of each Market year (or the Market season for an individual Vendor), an electrical appliance audit is conducted at which point all Vendor appliances are reviewed and inventoried. Revisions and adjustments to electrical fees are made at the same time. Vendors that use electrical equipment will have electrical fees added to their monthly invoices. Information about rates can be found in the additional fees section of this handbook

All Vendor provided equipment must have a recognized <u>ESA mark (Electrical Safety Authority)</u>. There will be a sticker on the piece of equipment (on the inside of the door or inside the item, in fridges and coolers) or on the end of the electrical cord.

Adding new equipment: Vendors must request approval from Market Staff <u>using this online</u> form if they are installing a new or replacing an existing electrical appliance in advance of its use at the Market. Failure to receive an approval on any appliance use prior to Market use may result in the Vendor being asked to remove the appliance, a written warning or an non-compliance fee. When requesting to add a piece of electrical equipment to your Market booth, a Vendor should provide:

- A photo of the piece of equipment.
- A photo of the cord end of the piece of equipment- this is to make sure the plug is grounded if necessary and does not require a specialized outlet.
- A clear photo of the electrical sticker on the equipment this should show the ESA mark and also show the amperage/voltage/wattage of the item.

Market Staff will review and let you know if the item is approved to bring to the Market for use in your booth. When approved, your item will then get a Market sticker with the date and initials of the Staff member who inspected the item. You will be invoiced electricity fees each month according to weekly or daily status.

Any extension cords and power bars (including their safe use and placement) need to be inspected by Market Staff prior to use. Phone chargers do not need to be inspected, but should be in good repair and not frayed or damaged.

Why do we do this?

- To ensure equipment is safe to use (including good repair, ESA-approved)
- To manage the power load at individual Vendor booths to ensure you have enough electricity in your booth and are appropriately charged for electricity use.

Market Staff can provide more information about corrective measures and steps that can be taken if your appliances aren't approved.

Farmers' Market as a Multi-use Space

The Guelph Farmers' Market is a multi-use community space that is activated for events and gatherings of all kinds beyond regular Saturday hours. This may include other Farmers' Markets, types of markets (i.e. art, vintage, antique), trade shows, special events and community meetings, workshops and gatherings.

As such it is occasionally necessary for booths to be used for other purposes and for Market-owned equipment and furniture therein to be used. Vendors who occupy 'perimeter', 'hut' booths or 'flex' booths may be asked to clear their counter tops between



Markets for other event usage. Market Staff will make every effort to inform individual Vendors of any such usages in advance but cannot guarantee it. Vendors are reminded that they do not own or have property domain over the booths they rent for the Saturday Market.

Vendor-owned equipment (fridges, etc.) **will not** be used without prior consent. Market Staff will work with affected Vendors to ensure all belongings are secured. Please refer to the section <u>On-site Product Storage and Equipment Liability</u>. This does not apply to equipment belonging to 10C Shared Space but in use by vendors on market day.

When relevant, Saturday Market Vendors will be informed of any additional opportunities to vend at special events and the associated fees.

Mutual Respect & Community Guidelines

At 10C, we firmly believe in fostering a culture of respect, goodwill, and harmonious coexistence that ideally leads to collaboration. 10C is committed to a culture of diversity, free of discrimination, in which all individuals are treated with respect and are able to contribute fully. 10C strives to create safe spaces that support dialogue and will address conflict amongst its staff, members or people in this community network by acting as an intermediary during conflicts, and making sure everyone is heard and valued.

Similarly, the Guelph Farmers' Market prioritizes the safety and well-being of all who enter and use this facility. This policy applies to everyone attending the Farmers' Market or using the facility, including visitors, Vendors, contractors, employees, volunteers, and Guelph Farmers' Market Staff, Basic rules:

• Smoking and/or vaping is not permitted in the Market Building or on the Market grounds at any time.

- Alcohol and drug use is not permitted in the Market Building or grounds at any time, unless as part of a sanctioned and licensed special event.
- Documented Service Animals are permitted in the Market Building and Lot.
- Pets and live animals are not permitted inside the Market building. Well-behaved pets
 on a leash are permitted in the outdoor Market Lot so long as they are not negatively
 disrupting Market traffic, Vendor set-ups or the customer experience.

Mutual Respect

It is our commitment that harassment, violence and discrimination will not be tolerated, condoned or ignored. Examples of **acceptable behaviour** include, but are not limited to:

- Showing kindness to all community members always
- Using appropriate language, tone and volume when interacting with others
- Consideration and care for the space (i.e. being aware of your footprint in the building, informing Market Staff of any issues)
- Respecting Vendor displays and items for sale by handling with care
- Abiding by Market opening and closing hours
- Respecting differing opinions and perspectives

Some examples of **unacceptable behaviour** include, but are not limited to:

- Racist and discriminatory language and actions
- Hostile or abusive language (including yelling, threats, profanity)
- Unwanted physical contact
- Causing unsanitary conditions
- Theft of or damage to property

Any violation of these guidelines may result in a request to leave the Guelph Farmers' Market premises and/or mediation and intervention by Market Staff.



If at any time an individual feels threatened, the Guelph Farmers' Market will support the individual by first arranging a safety plan with the individual, contacting external wellness services or the Guelph Police (as desired or required). At no point are Market Vendors or Market Staff expected to put themselves at risk or jeopardize their safety or the safety of others. Market Staff will follow-up on any incident that violates these guidelines with appropriate investigations which may include seeking further information from involved parties and/or seeking support from legal counsel or law enforcement.

You may file an incident report using this online form and Market Staff will follow up ASAP.

Additional Vendor Guidelines

All Vendors will conduct themselves in a respectful manner to maintain a safe, courteous and welcoming environment for other Vendors, Market Staff and the public. All Vendors and any Staff vending on their behalf must abide by the guidelines set out in this Vendor Handbook. Additional Vendor reminders include:

- Vendors should not be confrontational with other Vendors, customers, Staff or others.
 Conflicts may be addressed outside of the Market or event hours.
- Market Staff are available to support conflicts and concerns between Vendors.
- Visiting with other Market Vendors is encouraged, as time and traffic allows.
 Market Staff are not responsible for an unattended booth during Market time unless asked for relief staffing.
- Sales will be conducted in a considerate and kind manner. Shouting, calling, and other objectionable vending is not permitted within the Market.
- Children supervised by an adult are welcome to join Vendors in their booths.



Infractions and Licence Termination

This Vendor handbook aims to outline guidelines to ensure a safe and enjoyable Market experience for all. Vendors are responsible for following and abiding by the rules set out in the Vendor Handbook, the terms of their Licence Agreement, and all other applicable municipal, provincial, and federal legislation and regulation (including Health and Safety regulations).

It is the responsibility of the Market Staff to ensure that guidelines are being followed. As part of the Vendor Licence Agreement, the Vendor is aware that 10C Shared Space and the Guelph Farmers' Market reserves the right to have the Market Staff, a WDG Public Health Inspector, or a Provincial Agriculture Inspector to visit not only the Vendor's Licensed Space, but also the Vendor's off-site farm, kitchen or workspace.

As part of the ongoing product quality review, health/safety, and guideline compliance, feedback may be provided to the Vendor from time to time. Vendors will be given opportunity to correct issues before being given notice of a potential non-compliance fees and/or licence termination. Vendors not abiding with the terms of the Vendor Handbook will be given written notice of non-compliance and/or a non-compliance fee.

Should the Vendor not comply with the terms of the Vendor Handbook, infractions may apply (noted in Fees section). Infractions include, but are not limited to:

- 1. Selling of unapproved products.
- 2. Failure to comply with the Guelph Farmers' Market's Mutual Respect Guidelines.
- 3. Failure to provide up-to-date Insurance and Public Health approval.
- 4. Failure to comply with direction from WDG Public Health regarding food safety in preparation, storage or sales.
- 5. Failure to maintain a clean, tidy, food-safe space.
- 6. Failure to produce food in a Public Health inspected facility.
- 7. Use of an unapproved electrical appliance.
- 8. More than 3 months of late payments without written approval by Market Staff.
- 9. Absenteeism without adequate notice and approval.
- 10. Late set-up, early tear down or late departure from Market.
- 11. Repeated infringements on space allocation.
- 12. Failure to keep allocated Vendor booth space clean after Market use.
- 13. Accessing the Market building outside approved hours or for unapproved activities without advanced approval by Market Staff.
- 14. Infringement of other terms outlined in the Vendor Handbook or Licence Agreement.

Licence Termination by 10C

Repeated infractions or conduct not in alignment with the Vendor Handbook will result in Licence termination by 10C during the term of the agreement. In most instances, this will be noted on the infraction document, with opportunity for the vendor to remedy. Serious safety or behavioural issues that puts others at risk may also result in immediate termination and non-compliance fees.

Licence Termination by Vendor

Perimeter booth and/or full time seasonal Vendors wishing to cancel their licence agreement must provide 90 days written notice. Temporary or part-time Vendors wishing to withdraw from the market permanently must provide at least 28 days written notice to Market Staff.

Promotions & Branding

Market Dollars and Market Bucks

Customers can purchase Market Dollars at the Guelph Farmers' Market office or front desk of 10C to be used at any Vendor booth during Market times. Please note that we only accept cash or debit payments for these certificates. Vendors may redeem the Market Dollars at the Market office at the end of each Market by cash or e-transfer.

In addition, the Guelph Farmers' Market participates in the Market Bucks program, which is issued by Wellington County to residents in need. Both types of Market currency must be accepted by all Vendors. Usage fees may be established and revised on an ongoing basis.

Market Vendor Promotion

10C is working to increase Market and Market Vendor promotion and may call on Vendors from time to time to be featured in promotions. Members may opt-out of these promotions or features by informing Market Staff. While we will try to do our best to feature as many Vendors as possible, we may not have capacity to feature all Vendors.

Throughout the year, 10C also offers social media training and photography sessions, which Vendors may wish to engage in. Farmers' Market vendors may also wish to become 10C Members. Benefits are described on this link: https://10carden.ca/membership/

Vendors are encouraged to follow the market and repost or tag us at:

<u>@10carden</u> (Instagram and Facebook).

@GuelphFarmersMarket (Instagram and Facebook)



If you have any questions about this handbook, please reach out to market@10carden.ca.



Appendix

Annual Vendor Licence Agreement

All community Vendor agreements are valid from start date until December 31, 2026. All Vendors must reapply and sign a new agreement each calendar year. As a condition of your Vendor Licence Agreement, you agree to abide by any rules or policies of 10C as outlined in the current year Saturday Farmers' Market Vendor Handbook.

BUSINESS GUIDELINES: The Vendor is responsible for obtaining the proper licences and permits. This may include Business Licences and Public Health Approvals. 10C makes no representation about whether your Market booth activities/sales comply with legal requirements and you are to satisfy yourself that your intended use of the booth is in compliance with all laws, by-laws and government rules and regulations.

LIMITATION OF LIABILITY: 10C is not responsible for any loss or damage sustained by the Vendor (or anyone for whom the Vendor is responsible) resulting directly or indirectly from the use of the Market building booth or facilities or amenities provided by 10C, or for any reason at any time whether during or after the term of this agreement.. The Vendor agrees to indemnify 10C from any Claims arising from the use of the Services, facilities or amenities provided by 10C, by the Vendor (or anyone the Vendor is responsible for), or arising from a breach of this Agreement by the Vendor. This paragraph is for the protection of 10C and will survive termination of this Agreement.

INSURANCE: 10C holds \$5,000,000 of General Commercial Liability Insurance to appropriately insure its operations at all 10C locations, including the Guelph Farmers' Market. This insurance includes general liability relating to 10C employees, members, occupants, volunteers, visitors and those working within the building. 10C does not insure or directly protect the personal equipment of Vendors, nor does it extend any liability coverage resulting from food made, services delivered or sold by members or independent businesses on Market premises or liability insurance for special events. 10C and the Guelph Farmers' Market require that you have appropriate insurance coverage on file and documented with your Vendor information. All vendors are required to carry liability insurance of \$2,000,000 coverage which must name both: 10 Carden Shared Space o/a The Guelph Farmers' Market (2 Gordon St., Guelph, Ontario); and City of Guelph (1 Carden St, Guelph, Ontario N1H 3A1) as additionally insured. Please have this documented on your policy and provide a Certificate of Insurance to Market Staff.

SERVICES & UTILITIES: 10C may need to carry out certain repairs or upgrades to the facilities/Market building ("Work"). Though 10C will always use its best efforts to minimise any interruption to you or your business, depending on the nature of the work, services may be interrupted from time to time. Every effort will be made to give notice if Market days or Vendor access will be affected.

REMOVAL & RETURN OF PROPERTY: On termination of your Vendor term and contracted booth rental, you are responsible for removing your Vendor Property and returning to 10C any KISI access cards. Vendor Property that remains after agreement termination will be considered to be abandoned and 10C will take possession of or dispose of such property if left after termination of lease agreement. You are responsible for any cost incurred by 10C for removing or disposing of Vendor Property left behind after termination of your Vendor contract. Any deposits on file will be refunded upon return of KISI access cards.

RULES & POLICIES: From time to time, there may be a need for 10C to change or add policies and guidelines regarding your use of the Market building and/or Vendor booth. 10C and the Guelph Farmers' Market will strive to provide 60 days notice regarding any changes or additions that will affect your usage.

PROMOTION & BRANDING: By signing this Agreement, you allow 10C to use the name of your business or organisation in 10C's promotion material for the Guelph Farmers' Market.

NOTICE: 10C will deliver notices to the email address provided in this agreement. Notice may be given to 10C by email (info@10carden.ca, market@10carden.ca). All notices delivered will be deemed to have been received on the date the email is sent.

NO RELEASE: You agree that termination of this Agreement does not release you from your obligation to pay any Fees or Additional Charges due under this Agreement.

NO ASSIGNMENT: This Agreement is between you and 10C o/a The Guelph Farmers' Market. You cannot assign your membership to any other person or organisation, including sub-letting, sub-tenancy or for the purpose of securing a loan.

SEVERABILITY: You understand that if any provision or portion of this Agreement is deemed to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

You acknowledge that you have read and will abide by the terms of the 2026
Vendor Handbook, valid from January 1st to December 31st, 2026 and the terms
listed in the above paragraph.
You also agree that your employees or representatives are aware of the terms of
the 2026 Vendor Handbook.
You agree you have submitted all necessary paperwork to 10C Market Staff and
comply with one of the listed Vendor categories.