

# *2021 Petrolia Tuesday Night Market*

**Rules, Regulations & Vendor Application**



*Get Real....*

*Get Fresh....*

*Get Local....*

## ORGANIZATION

1. **Petrolia Tuesday Night Market.** The name of the market is the Petrolia Tuesday Night Market. The mission of the Petrolia Tuesday Night Market is to maintain a municipal run Night Market for the purpose of marketing local farm, agriculture, craft products, breweries, wineries, and two downtown business vendors and to stimulate public interest in and increase consumption of local products. The Petrolia Tuesday Night Market is therefore open strictly to local (see Section 5) and bona fide producer-vendors; and creators, resellers are not eligible. All Vendors must be registered with the Town of Petrolia as a “Producer-Vendor” for the Petrolia Tuesday Night Market.

## MARKET LOCATION & SEASON

2. **Location.** In 2010 our permanent market opened on Fletcher Street directly behind the Petrolia Library off Petrolia Line. This location provides ample parking, easy access, and availability of public washrooms for Market Patrons.
3. **Dates & Hours.** The 2021 season will consist of 9 Market days: Tuesday, July 6th to August 31st, 2021, from 5:00 pm to 9:00 pm.

### Special Markets will be held:

\*\*To be Determined\*\*

## ELIGIBILITY FOR ATTENDANCE

4. **Producers/Creators-Only.** Applicants for a “Registration Certificate” must produce or create what they sell; resellers are not eligible for registration. All products offered for sale must be grown/produced or created by the applying Vendor. The Vendor is defined as the applicant or the applicant’s spouse, sibling, child, parent, domestic partner, or assistants who help substantially in the cultivation of the crops, or in the production of the agricultural, baking or craft product.

A Fee of \$8.85 + HST per year is required as an administration fee to obtain and hold on file the Producers registration information. This fee is not the Vendors rental fee for the actual space.

5. **Residency.** Applicants must be residents of Ontario and grow, produce, or create the goods within a 150-km radius of Petrolia or at the discretion of the Market Manager.
6. **Vendor Status.** There are two types of Vendor status available at the Night Market:
  - Daily Vendors attend the Market on a day-by-day basis.
  - Season Vendors attend the Market full time.

## PRODUCT CATEGORIES

7. **Agriculture.** Products include, but are not limited to, fruit and vegetables, plants, shrubs, trees, flowers, honey, maple syrup, preserves, sauce, vinegar, meat, fish, poultry and eggs, soap, dried soup and other mixes, soils, manure, firewood, fleece, wool, fence posts, animal feed, grains, etc.  
  
Agricultural vendors may sell pre-packaged servings for take-home, and a reasonable charge may be applied for small samples.
8. **Baking.** Products include, but are not limited to, breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc.
9. **Artist/ Artesian.** All items must be hand-made by the Vendor using his or her own skills, artistry, and training to produce a new, unique, and original product.
10. **Arts and Crafts.** Arts and Crafts must be hand-made by the Vendor using his or her own skill, artistry, and training to produce a new, unique, and original product.
11. **Licensed Downtown Business.** Two vendors per week total, with only one vendor per week in the following categories: Retail, Food, Sweets, and Services will be available each week on a first come, first served basis.
12. **Breweries and Wineries.** One Brewery and one Winery space will be available each week on a first come, first served basis.
13. **Home Based Direct Sales.** Two home-based direct sales spaces will be available each week on a first come, first served basis. Example: Tupperware

## **APPLICATION AND SELECTION PROCESS**

14. **Vendor Agreement.** All applicants for membership must complete a “Vendor Agreement” form. This Agreement is made annually between the Petrolia Tuesday Night Market and the vendor, who will agree to enter a contract for their mutual benefit and to set out the terms and conditions of their Agreement, as detailed in this plan. The purpose of the Vendor Agreement procedure is to maintain a high-quality Market to provide a variety and balance and products, to ensure fairness to all Vendors, and to ensure that Vendors abide by the rules of the Market. The Agreement also lists all the products approved by the Town of Petrolia for sale at the Market.
15. **Review.** The completed Vendor Agreement form is reviewed by the Market Manager and is approved by the council of the Town of Petrolia. All products to be offered for sale must be viewed by the Market Coordinator to ensure they are indeed produced by the applicant, are produced within a 150 km radius of Petrolia, are of high quality and are compatible with the other products sold at the Market. For future guidance, returning members with new products, and new yearly members and “day of” producers, samples must be presented

before Market Day to ensure compliance; Decision making by the Manager may take place during the Market. In the case of crafts, the following factors will be closely monitored:

- Craftsmanship and quality
- Creativity and originality of concept
- Value added to original or natural materials used in the finished product.
- Reasonable and fair pricing

16. **Approval.** The Market Manager will recommend acceptance or rejection of each Vendor Application. The results will be forwarded to the Market Coordinator. The Town of Petrolia and the Market Manager reserves the right to refuse the acceptance of an applicant or product that is not in keeping with the rules, regulations, or standards of the Petrolia Tuesday Night Market. Applicants may address, as per Town By-Laws, Council to reconsider decisions made on their admission or products.
17. **New Products.** If, after approval of original product lists, Vendors wish to sell items which fall into different product category, or which represent a major departure from the product(s) originally viewed goods, they must have these items approved before they can be offered for sale. The original application will be amended as required.
18. **Special Markets.** The Special Market will have its own application process and vendors fees.

## **BOOTH/STALL ALLOCATION**

19. **Space Limitations.** Vendors are limited to a single booth/stall space. Exemptions may be allowed.
- 19.1 **Sharing.** Two vendors may share a booth/stall, if they meet the following criteria:
  - Both must hold individual memberships.
  - Products of both must be always displayed.
  - Their products are deemed compatible.
  - Both vendors must attend full time.
20. **Sub-letting.** Vendors may not sell, sub-let, or rent booth space to any other Vendors.
21. **Space Allocation and Location.** For the regular season, booth/stall spaces are allocated in the following priority:
  - a) Farmers / Producers/crafters residing within the “Petrolia Area” will be given priority.
  - b) Farmers / Producers/ crafters residing within the adjoining municipality will be given second priority.
  - c) Farmers / Producers/ crafters residing within Lambton County and adjoining Counties will be given third priority. (150km)

- d) In the future returning full-season Vendors have the right of first refusal on their previous year's location, and first choice over all other Vendors for a new booth if they wish to make a change.
- e) New full-season Vendors
- f) Daily Vendors - on a first come, first served basis.

For Special Markets, if applicable, space is allocated to full-season Vendors who may wish to participate. The priority for remaining space is given to daily agriculture, baking and daily craft Vendors. Vendors whose applications are received after the application deadline will be accommodated last.

## FEES

- 22. **Registration Fee.** The annual non-refundable registration fee is \$8.85 + HST for all participants listed within the categories of section 7- 8- 9- 10- 11- 12.
- 23. **Booth/Stall Fees.** All fees are based on booth/stall size.
  - Daily: payable each day of market upon arrival and prior to selling, please submit payment to the Market Coordinator who will ensure your payment is applied to your A/R account
  - Season: full Season fees are discounted from daily fees and payable in advance of the 1<sup>st</sup> Market Day, payable at the Petrolia Municipal Office
  - Any Daily or Season fees that are invoiced to the Vendor will be done through the Town of Petrolia accounts receivable and are subject to monthly interest.
  - Special Markets. Payable with application at the Petrolia Municipal Office

### 2021 FEES

Booth Size	Daily	Season	Special Market
<b>10 x 15</b>	<b>\$12.00</b>	<b>\$100.00</b>	<b>TBD</b>

Fees will be reviewed yearly as per the Town's fee schedule.

### 2021 HYDRO/Water FEES

	Daily	Season	Special Market
<b>Hydro</b>	<b>\$5.00</b>	<b>\$45.00</b>	<b>TBD</b>
<b>Water</b>	<b>\$5.00</b>	<b>\$45.00</b>	<b>TBD</b>

Plus HST

- 24. **Refund Policy.** Membership, daily booth/stall and hydro usage fees are non-refundable. The Season and *Special Market* fees may be refundable, for valid reasons, on approval by the council of the Town of Petrolia. Refunds will be pro rated according to Market days remaining. No administration fee will be applied in producing approved refunds. If a Vendor is suspended or expelled from the Market, no refunds of any kind will be returned.

## VENDOR RESPONSIBILITIES

25. **Compliance.** Vendors must comply with the following: failure to do so may be grounds for termination of the Vendor Agreement and registration.
  - The Petrolia Tuesday Night Market rules, regulations, and Bylaws
  - Municipal, Provincial and Federal Regulations regarding labeling, measures, health, and safety etc. for all products offered for sale at the market.
  - Compliance is the responsibility of the individual Vendor and not that of the Petrolia Tuesday Night Market, Town of Petrolia nor its employees and or contractors.
  - The town reserves the right to appoint the Market Manager, Market Coordinator and or staff to visit a farm or workshop etc. to verify compliance.
26. **Payment of Fees.** All applicable fees must be paid prior to setup.
27. **Booth Sitters.** Vendors, and/or their qualified and knowledgeable staff are expected to attend the Market in person to sell their own products. Occasional use of booth sitters is permitted, and Vendors are encouraged to arrange a sitter rather than not opening the booth/stall for the day.
28. **Season Vendor Attendance.** Full Season Vendors are expected to attend the Market full time. Those who are absent will be required to explain their absence to the Market Coordinator.
29. **Punctuality.** Late arrivals and early departures disrupt the Market, annoy customers, and can become a safety issue. Vendors who arrive late or leave early will first be warned by the Market Coordinator, if after attempts to fix the issue the Vendor could have their agreement and membership terminated.
  - *Late Arrivals.* Vendors must arrive at the Market in time to unload, move products into the booth/stall, park vehicles, setup their booth/stall and open for business at the designated opening time (see article 5 for times). If a Season Vendor has not arrived at least 15 minutes before opening time the Market Coordinator has the option to rent the booth/stall to a Daily Vendor for the day. Season Vendors are encouraged to notify the Market Coordinator they will be late or absent.
  - *Early Departures.* Vendors must keep their booth/stalls open for the entire Market Day, and not begin to tear down before designated closing time. All Vendors must leave the Market no later than ½ hour after the Market closes.
30. **Products.** Vendors must bring enough products to last the entire day. Exceptions may be made for reasons of product supply beyond the control of the Vendor, e.g. produce in season.
31. **Displays.** Vendors are responsible for providing all display materials (displays, tables, chairs etc.) and setting up and tearing down any displays. The Market is not able to provide any

materials. Booths should have an attractive and professional appearance, enhanced by good presentation and cleanliness. Vendors are encouraged to seek the advice and assistance of the Market Manager or Market Coordinator. Vendors will be asked that unsightly or unsafe materials be removed.

32. **Parking.** Vendors are required to park in the designated areas after unloading their products or as directed by the Market Manager or Market Coordinator.
33. **Conducting Business.** Vendors must remain in their own booths/stalls when selling. Sales must be conducted in an orderly and business-like way, and no shouting or other objectionable means of soliciting trade are permitted.
34. **Pricing.** All items offered for sale must have prices prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other Vendors or dumping products at bargain or sale price. Volume buying sales incentives such as "\$2 each – 3 for \$5" are permitted, but not incentives that present a flea market image, e.g., "Year-end Sale", "Buy Two Get One Free" or "discount". Vendors are responsible for collection and reporting of applicable taxes.
35. **Farm Products Grades and Sales Act.** Produce / Goods will be sold by units or legal containers, such as, but not limited to - bushel, 4-litre baskets, or quart. If your product is sold by weight, the scale must be government inspected, with a valid sticker displayed. All produce should be correctly labeled and priced.
36. **Food Safety.** Every person handling food product must maintain a very high standard of personal hygiene and cleanliness. In fact, all Vendors and staff must practice these standards to prevent the transfer of pathogens between Vendors/staff and therefore to foods. Please adhere to the following guidelines:
  - All foods offered for sale must be protected from contamination.
  - Baking and processed foods must be pre-packaged at point of production or contained in a display case to protect from airborne and human contamination.
  - All persons handling food, must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair, and skin.
  - All Vendors MUST wash hands thoroughly with warm water and soap after visiting the washroom.
  - Containers and wrappings must be single use only.
  - Do not allow any unauthorized persons access to where food is being prepared.
  - Racks, shelves, or tables must be provided for food display, and all food must be at least 15 cm (6 in) off the floor/ground.
  - All canned products must be packaged in new jars and sealed with vacuum lids.
  - Personal effects should not be stored anywhere near food products.

37. **Sampling and Condiments:** Do not allow customers to get hands anywhere near samples to be eaten by other customers; prepare individual samples that cannot be handled by more than one person; provide toothpicks or small paper containers or pass out each sample. Provide tongs, forks, or spoons for each type of condiment being offered; no customer hands are allowed in the bowls. Please - clean up the serving area often; be especially careful to pick up food scraps that fall onto the ground or floor. Watch children very closely.
38. **Refuse.** Booth/stalls must be kept free from refuse during the Market Day, and at the end of the day all refuse/non-recyclables must be placed in the bins provided. Cardboard boxes, paper, glass, and plastics must be placed in the recycling bins provided. ***Critical for any Producer and food Vendors*** - Because of the risk of vermin and scraps of any such material must be scrupulously cleaned up from the ground or floor throughout the day and upon the end of the Market Day.
39. **In-booth Storage.** Storage containers and equipment shall be confined to one's Market space and kept out of sight.
40. **Smoking.** Smoking is restricted on the Market site—obey posted signage.
41. **Live Animals.** Live animals may not be sold at the Market. Pets are not permitted in the Market under any circumstances, guides dogs accepted.
42. **Insurance.** While the Town of Petrolia does carry basic Public Liability and Property Damage Insurance, any Vendors insurance coverage is the responsibility of the individual Vendor. The Town of Petrolia and the Petrolia Wednesday Night Market bears no responsibility for any Vendors property at the Market. It is the advice of the Petrolia Wednesday Night Market that each Vendor obtains FMO insurance for the Farmers' Market due to the specific and unique coverage provided. The Town of Petrolia will not provide coverage to Vendors under the Town's existing municipal policy but will offer insurance to a vendor on a rider for a seasonal fee of \$45.00 and a daily rate of \$5.00 (2018 rates).

## **MARKET MANAGER / COORDINATOR RESPONSIBILITIES**

43. **Rules and Regulations.** The Market Manager will oversee the Market Coordinator who in turns supervises the day-to-day operation of the Market. He/she will apply the rules, regulations and by-laws of the Market as detailed in this plan and report violations to the Market Manager, as necessary. The following shall also apply:
  - The Market Manager and the Market Coordinator will have full authority to enforce all rules and regulations, as necessary.
  - The Market Manager may ask council to suspend a Vendor for a serious violation of the rules.
  - The Market Coordinator will maintain accurate records of all Vendors.
  - The Market Coordinator will maintain accurate records of all fees collected.



44. **Collection of Fees.** The Market Coordinator shall collect all fees when they are due, and promptly deliver said fees to Town of Petrolia Finance Department. Vendors may not set up until appropriate fees are paid. A \$35 charge will be levied for NSF cheques.
45. **Space Allocation.** The Market Coordinator shall assign all booth/stall space, taking into consideration:
- Priorities established in article 19 above.
  - Vendor attendance record, including late arrivals and early departures.
  - Booth/stall availability.
  - Product category and its compatibility with products of nearby Vendors.
  - Special requirements (hydro, late arrivals, early departures)
  - The Market Coordinator or Market Manager may move a Vendor for reasons of safety, health, product compatibility or other valid reason.
46. **Removal of Persons.** The Market Manager and or Market Coordinator has the authority, with cause, to deny access to the Market and or request any Vendor or other persons to leave the Market operating area and, if necessary, to call the police for assistance.

## **GOODWILL**

47. **Community Table.** A community table is available to charity and non-profit organizations, at no cost, for fund-raising, promotional and educational purposes by applying to the Market Manager at least one week in advance. Any products to be offered for sale must be approved by the Market Manager and must not be in competition with the market Vendors, and all Petrolia Tuesday Night Market rules and regulations will apply. The person applying will be held responsible for ensuring that the booth is staffed and left in the same condition as received. The Market does not provide tables, chairs, or any display materials.
48. **Buskers.** Buskers are allowed at the Market at the discretion of the Market Manager and or the Market Coordinator. See “Buskers Policies”
49. **Problem Resolution.** Vendors are encouraged to approach the Market Manager, Market Coordinator and Administration Staff if they encounter a problem. Any issue that requires further attention will be brought to the attention of the CAO and council.

The **Market Manager, Dave Menzies** can be reached any time at the Petrolia Municipal Office, during regular business hours at:

411 Greenfield Street, Petrolia

By email at [dmenzies@petrolia.ca](mailto:dmenzies@petrolia.ca)

Or phone 519-882-2350