

Port Perry Lakefront Market Association

Vendor's Handbook

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1. **Purpose**

The purpose of this Vendor Handbook is to outline the organization and operation of the Port Perry Lakefront Market Association (PPLMA) and the rules and regulations governing the Board of Directors and Market Vendors.

Questions and matters not covered in this handbook are to be referred to the Market Manager.

2. **Organization and Operation**

The organization and operation of the PPLMA are detailed in its Constitution and By-Laws. The PPLMA is governed by a Board of Directors elected from and by Vendor Members. A Market Manager, engaged by the Board of Directors, is responsible for the day-to-day management and operation of the Market. The PPLMA is a member of Farmer Markets Ontario.

3. **Mission of the Port Perry Lakefront Market Association**

To promote and encourage the development of local small-scale agriculture and specialty products by providing a dynamic marketplace to make available their products to the consumer.

4. **Market Location, Dates, Hours of Operation, and Season**

The Market location, dates, hours of operation, and season are determined by the Board of Directors.

In 2024, the Market Season shall be Saturdays from 9:00AM to 3:00PM beginning on May 11 and ending Thanksgiving weekend.

5. **Vendor Fees**

Full-Time

Attendance at the Market for the entire season:

\$335.00 for one booth space (includes Membership Fee)

\$100 for each additional booth space to a maximum of three (3) booths

Part-Time **Attendance at the Market for a maximum of five (5) consecutive days in one season:**
\$160 for one booth space (includes Membership Fee)

Pop-Up **Attendance at the Market daily**
\$40.00 for one booth space (includes Membership Fee)

6. **Vendor Application and Selection Process**

Application

Every vendor must complete and submit to the Market Manager, a Vendor Application Form.

Selection Process

Review

A completed Vendor Application shall be reviewed by a **Vendor Approval Committee** composed of three (3) members of the PPLMA Board of Directors and the Market Manager. The following criteria will be considered by this Committee:

1. Are 70% of the items offered for sale produced by the Applicant?
2. Are the items offered for sale produced within a 100km radius of the Township of Scugog?
3. Are the items offered for sale of high quality?
4. Are the items offered for sale compatible with other products sold at the Market?
5. Will the items offered for sale upset the balance of similar products offered for sale by other vendors?

When requested, new and returning vendors that wish to sell new products must provide samples to the Market Manager for review before any Market day. No samples will be considered on a Market day.

In addition to the criteria listed above, the following criteria shall apply to the review of Arts and Crafts vendors:

1. Craftsmanship and quality;
2. Creativity and originality of concept; and
3. Value-added to original or natural materials used in the finished product.

Approval

A **Product Approval Committee**, composed of the Chair and the Market Manager shall decide whether to accept or reject any product to be offered for sale. Decisions to reject a vendor or product shall be forwarded to the vendor via email.

Appeal

Applicants may appeal a decision of the **vendor Approval Committee** or the **Product Approval Committee** to the Board of Directors via email. The appeal shall include a copy of the Committee's decision, the reason(s) for reconsideration by the Board, and any supplementary, additional, or new information that the vendor believes may have been overlooked or not considered. The decision of the Board of Directors shall be final.

If, after approval of the original products list, vendors wish to sell items that represent a major departure from the product(s) originally approved, or are accessory items that have been purchased by the vendor to make the self-produced items more attractive, the vendor must submit the item(s) to the Market Manager for referral to the **Product Approval Committee** for approval before offering them for sale at the Market.

The Market Manager will maintain a list of all products approved for sale at the Market.

7. **Vendor Responsibilities**

1. **Compliance**

Vendors shall make themselves aware of and fully comply with the PPLMA Constitution and By-Laws, this Handbook, and governing Municipal, Regional, Provincial, and Federal legislation. Failure to do so shall be grounds for termination of the vendor. The Board of Directors reserves the right to appoint the Market Manager and/or Members of the Board of Directors to visit a farm, home, or workshop to verify compliance.

2. **Market Attendance and Set-Up**

Vendors shall inform the Market Manager if they are unable to attend the Market a minimum of twenty-four (24) hours before Market day. Vendors shall complete their booth set-up by 7:45AM on Market day.

3. **Legislation**

Vendors shall make themselves aware of, and comply with all Municipality, Provincial, and Federal laws and Regulations governing the sales, packaging, labeling, measures, and health and safety of every product they are offering for sale at the Market. The PPLMA is not responsible for advising vendors of these laws and regulations, or for representing them before government officials who may visit the Market to conduct inspections.

4. **Payment of Fees**

Full-Time and Part-Time fees season shall be paid at the time the vendor Application form is submitted for approval. Booths will not be reserved until payment is received in full. Pop-Up fees must be paid a minimum of seven (7) days before a scheduled Market day.

5. **Punctuality**

Late arrivals and early departures disrupt the Market, annoy customers, and other vendors, and are a safety issue. Vendors who arrive late or leave early will receive a warning email from the Market Manager on the first occasion. If a vendor is late or departs early one additional time, they will be terminated.

Late Arrivals

Vendors shall be considered late if they have not complied with the following by the designated opening time:

- Arrived at the Market;
- Completed setting up their booth and moving their vehicle out of the Market area at least 15 minutes before the Market opens.

If a Full or Part-Time vendor has not arrived at the Market a minimum of 15 minutes before opening time, the Market Manager, at her discretion, may assign the booth to a Pop-Up vendor for the day.

Early Departures

Vendors shall keep their booths open during the hours of operation of the Market and not begin to dismantle their booth before the designated closing time. In no case shall a vehicle be permitted to move within the Market area until the Market closes. All vendors shall leave the Market area no later than one hour after the Market closes.

6. **Product Quantities**

Vendors shall bring enough product to last for the entire Market day. Exceptions may be made for reasons of product supply beyond the control of the vendor.

7. **Displays**

The PPLMA does not provide any materials or equipment to vendors. Vendors are responsible for providing, setting up, and dismantling all of their materials and equipment (tents, displays, tables, chairs). Booths are to have an attractive and professional appearance, enhanced by good presentation and cleanliness. Tents, canopies, awnings, and other portable shelters must be secured to the ground on four or more legs by sufficient weight, to ensure the tent does not cause a health and safety hazard to the public. All materials and equipment are to be removed from the Market area no later than one hour after the Market closes.

8. **Parking**

Parking spaces adjacent to the designated Market area shall remain available and clear for Latcham Centre Users and Market customer parking. Vendors may temporarily park in these parking spaces during set-up and take-down only. Vendors shall park their vehicles and trailers for the remainder of the Market day in Municipal Parking Lot #5 north of the CIBC building.

9. **Conducting Business**

Vendors shall remain in their booths when selling. Sales must be conducted in an orderly and professional manner. No shouting, calling out to passing customers, or other objectionable means of soliciting trade shall be permitted.

10. **Pricing**

All items offered for sale shall have prices prominently and clearly displayed. Vendors shall not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Volume buying sales incentives (e.g. "\$2 each – 3 for \$5") are permitted. Incentives that present a flea market image (e.g. "Year-end Sale", "Buy Two Get One Free" or "50% discount") are not permitted.

11. **Personal Hygiene and Health**
Vendors and their staff shall maintain a high standard of personal hygiene and cleanliness. Vendors shall make every effort to prevent the transfer of bacterium, virus, or other microorganism that can cause disease. Vendors shall abide by all health and safety protocols relating to a Pandemic as required by the Region of Durham Health Department.
12. **Refuse**
Booths shall be kept free from refuse during the Market day. At the end of the Market day, all refuse shall be removed from the Market area by the vendor. This is critical for produce and food vendors due to the risk of vermin.
13. **In-Booth Storage**
Storage containers and equipment shall be confined to the vendor's booth and kept out of sight.
14. **Alcohol**
Vendors shall not consume Alcoholic beverages during the hours of operation of the Market.
15. **Smoking/Vaping**
Vendors and their staff shall not smoke or vape within the Market area or Palmer Park.
16. **Currency**
The acceptance of currency other than the Canadian dollar is at the discretion of the vendor.
17. **Insurance**
The PPLMA carries basic liability and public property damage insurance through an annual policy with Farmers' Market Ontario that covers the Board of Directors, Vendors, and the Township of Scugog. Vendors may wish to acquire their own policy to cover their equipment, materials, and products.

18. **Permits**

Every vendor selling food and food products requires approval from the Region of Durham Health Department. Each vendor shall submit a copy of a certificate or a confirmation email from the Health Department with their Vendor Application Form.

8. BOOTH ALLOCATION

1. **Basic Booth Size**

The basic booth dimension is 10' x 10'.

2. **Multiple Booth Sizes**

Vendors may apply for multiple booths but the allocation is subject to available space. The maximum booth space that may be allocated to one vendor is 30' (3 basic spaces).

3. **Sub-Letting**

The sub-letting of a vendor's booth is not permitted.

4. **Booth Location**

Full and Part-Time vendors will be assigned permanent locations beginning at the entrance of the Market area. When a Full-Time vendor is unable to attend a Market day, their booth space will be offered to another vendor.

During a Pandemic, vendor vehicles may be used to separate vendors and control customer movement throughout the Market area.

Booth/Stall spaces shall be allocated in the following manner:

1. Returning Full-Time vendors shall have the right of first refusal to occupy their previous year's location, and the first choice over other vendors for relocation of their booth if they wish to make a change;
2. New Full-Time vendors;
3. Part-Time vendors;
4. Pop-Up vendors on a first-come, first-served basis.

The Market Manager or her designate, is responsible for the final allocation of booths at the Market.

5. Hydro

At this time, the PPLMA has permission to use the Township of Scugog's hydro outlet. Should this arrangement change, the PPLMA will purchase a portable generator for use by approved vendors. The Market Manager will approve and co-ordinate access should the generator become necessary. Produce and food vendors shall be given priority.

6. Vendor Signs

All vendors shall display a sign with the name of their business at their booth. Vendor signs are not permitted elsewhere in or out of the Market Area.

9. MARKET MANAGER RESPONSIBILITIES

1. Day-to-Day Operation of the Market

The Market Manager supervises the day-to-day operation of the Market and ensures vendor compliance with the PPLMA Vendor Handbook.

2. Vendor Compliance with Vendor's Handbook

The Market Manager reports all violations of vendor compliance to the Chair of the Board of Directors. The Market Manager will first discuss the violation with the vendor. If the violation occurs a second time, the Market Manager will issue an email warning to the vendor. If the violation occurs a third time, the Chair of the Board of Directors will suspend the vendor for one or more Market days and report the matter to the Board of Directors for final disposition.

3. Allocation of Booth Spaces

The Market Manager or her designate, assigns all booth spaces.

The Market Manager assigns booth spaces taking into consideration:

- Booth availability;
- Priorities listed in Section #8 above;
- Vendor attendance record, including late arrivals and early departures;
- Product category and its compatibility with products of nearby vendors;
- Special requirements such as hydro use, generator and large vehicle parking.

The Market Manager or her designate may relocate a vendor for reasons of health and safety, product compatibility, or other reasons as determined at her discretion.

4. Removal of Persons

The Market Manager at her discretion, has the authority to request any vendor or other person to leave the Market area and, if necessary, to call the Durham Regional Police for assistance.

5. Community Booth

A Community booth shall be available, at no cost, to charity and non-profit organizations and groups, for fund-raising, promotional, and educational purposes, at the discretion of the Market Manager. A representative of the organization or group shall be responsible for leaving the PPLMA's tent and weights in the same condition as received. The PPLMA does not provide any other equipment or supplies for this purpose.

6. Youth Booth

A Youth booth shall be available, at no cost, to student entrepreneurs at the discretion of the Market Manager. The student shall be responsible for leaving the PPLMA's tent and weights in the same condition as received. The PPLMA does not provide any other equipment or supplies for this purpose.

7. Entertainment

The Market Manager or her designate, shall engage, organize, and supervise those persons providing entertainment on behalf of the Market.

10. **RESOLUTION OF COMPLAINTS AND CONCERNS**

Vendors

Vendor complaints or concerns regarding the operation of the Market shall be promptly directed to the Market Manager via email. If the matter is not resolved by the Market Manager to the satisfaction of the vendor, the vendor shall promptly submit their concerns to the Chair of the Board of Directors via email for submission to, and resolution by the Board of Directors at the next available meeting. The Board's decision shall be final.

Customers and Others

Customer complaints or concerns shall be promptly directed to the Market Manager via email. If the matter is not resolved by the Market Manager to the satisfaction of the customer, the customer shall be encouraged to promptly submit their concerns via email to the Chair of the Board of Directors for submission to, and resolution by the Board of Directors at the next available meeting. The Board's decision shall be final.

11. **CONTACT INFORMATION**

Market Manager

Sam Burkus

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Chair of the Board of Directors

Jessica Foote

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Secretary/Treasurer

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