



**ST. THOMAS HORTON FARMERS' MARKET**  
St. Thomas, Ontario

**Making Memories since 1878**

The Horton Farmers' Market is a community-driven market committed to providing fresh products from local producers to St. Thomas and area.

**2024 Horton Farmers' Market Vendor Rules and Regulations**



## **1. Location**

The Horton Farmers' Market is in the heart of downtown St. Thomas at 10 Manitoba Street, one block north of Talbot Street. Onsite parking is available for both vendors and customers, conveniently located at our public parking lot, basketball court, and street parking areas.

## **2. Hours of Operation & Season Duration**

The Regular Season market operates officially from 8:00 am to 12:00 pm (noon) every Saturday for 26 weeks, beginning on Mother's Day Weekend (May 11, 2024) and concluding on November 2, 2024. \*Hours are subject to change.

The official advertised hours of Winter at Horton are Saturday's, 9:00am to 1:00pm. Starting the week following the 2024 Christmas Market. \*Hours are subject to change.

For special events, longer hours and additional market days occasionally may be offered to participating vendors. The timing of these unique dates of operation will be determined by the Horton Market Management team (HMMT).

## **3. Mandate of the Horton Farmers' Market**

The Horton Farmers' Market is a community-driven market committed to providing fresh products from local, producer-based vendors.

- a) The percentage of farmer vendors will be at least 51% during the market's "peak season" as determined in consultation with Southwestern Public Health.
- b) 'Local' will be defined as:
  - i) Products and producers from Elgin County
  - ii) Products and producers within a 60-km radius of the Horton Market site
  - iii) Products and producers within 100 km radius of the Horton Market site (may be admitted at the discretion of the HMMT)

## **4. Set Up**

- a) Regular Season
  - i) The set-up period will be from 6:00 am to 7:45 am.
  - ii) Vendors must occupy their space by 7:45 am or their stall may be given to another vendor that day at the discretion of the HMMT. No refunds will be given if an alternative space is unavailable.
  - iii) A vendor may not leave before 12 pm (noon) unless previous arrangements have been made with the HMMT or designate. **In the event a vendor sells out of product, they must remain at their stall until 11:30 am.** In any case, a vendor may only leave if it can be done with minimal disruption and in a safe manner.
  - iv) All vendors must be off the premises by 1:00 pm unless previous arrangements have been made with the HMMT.



v) All vendors must unload their vehicles then move their vehicles to an off-site parking area to maximize parking for the public. Vehicles must be moved from stalls by 7:45am.

b) Winter at Horton

i) The set-up period will be from 7:30 am to 8:45 am.

ii) Vendors must occupy their space by 8:45 am or their stall may be given to another vendor that day at the discretion of the HMMT. No refunds will be given if an alternative space is unavailable.

iii) A vendor may not leave before 1:00 pm unless previous arrangements have been made with the HMMT or designate. **In the event a vendor sells out of product, they must remain at their stall until 12:30pm.** In any case, a vendor may only leave if it can be done with minimal disruption and in a safe manner.

iv) All vendors must be off the premises by 2:00 pm unless previous arrangements have been made with the HMMT.

v) Vendors must unload their vehicles then move their vehicles to an off-site parking area to maximize parking for the public. Vehicles must be moved from market laneways by 8:45am.

## **5. Allocation of Vendor Stalls**

Vendor Stalls will be allocated by the Market Manager as follows:

a) The final stall allocation will be at the discretion of the HMMT.

b) All vendors must apply each season for stalls.

c) Renewing seasonal vendors with 20 or more weeks may submit a request for market placement, whether that be for the same stall they previously occupied or to change to a new stall. \*a request does not mean it is guaranteed

## **6. Vendor Policies and Procedures**

a) Rates and Membership

i) Please refer to 'Horton Farmers' Market Vendor Application 2024' to see the price breakdown for vendor stalls and amenities (e.g., hydro).

ii) Vendors who require additional accommodations may be subjected to a different pricing structure as determined by the HMMT.

iii) All vendors will be charged a one-time membership fee of \$35, unless otherwise determined by the HMMT.

b) Cancellation Policy

i) Vendors must notify the HMMT of any date changes, otherwise vendor attendance will be based on confirmed application date requests. Any date changes must be communicated at least 1 week prior to market day, if not the vendor will be responsible for paying for that week's stall and the cancellation fee.

- ii) Emergency cancellations will be addressed individually to provide suitable accommodation if necessary.
  - iii) Delinquent vendors (i.e. those who do not attend on market days without providing proper notification) may lose their current stall allocation.
  - iv) Vendors who cancel within the allotted timeframe can be refunded or apply the payment to a future market date.
- c) Stall Appearance
- i) Vendors are to post their name/name of their business and address prominently in their stall.
  - ii) Vendors shall maintain their stalls in a neat, clean and orderly fashion.
  - iii) All vendors are expected to dress neatly and in clean attire.
  - iv) Smoking and/or vaping is not permitted on the market premises as per St. Thomas by-law #89-2004 as amended.
- d) Garbage and Storage
- i) Vendors must place their own refuse in a suitable container at their stall and remove refuse when they leave.
  - ii) General garbage containers are for the use of customers only.
  - iii) There will be no storage of tables, benches, signs, coolers, etc. in the main building for outdoor vendors.
  - iv) Interior vendors desiring to store personal belongings within the main building must Coordinate with the HMMT beforehand to establish various aspects, including the items stored, electricity requirements, and access to the building. Vendors may need to provide proof of comprehensive liability insurance, at their own expense.
  - v) Equipment belonging to vendors may only be left indoors if the stall has been pre-paid. If a vendor has been absent more than two weeks without notifying the HMMT, the vendor's equipment may be removed from the market building.
- e) Insurance
- i) Interior vendors desiring to leave personal belongings in the market building (such as signs, shelving, and retail display items) must acknowledge liability and risk for leaving their possessions in the designated space.
  - ii) Depending on the extent of the liability, the vendor may be asked (at their own expense) to obtain and keep in force during the term of the market season, Comprehensive General Liability Insurance satisfactory to the City, including the following:
    - 1. The Corporation of the City of St. Thomas and St. Thomas Economic Development Corporation shall be named as an additional insured.



- 2. The policy shall contain a provision for cross liability in respect of the named insured.
- 3. Owner`s protective coverage

f) Product

- i) All vendors shall comply with the requirements set by OMAFRA, as well as Federal, Provincial, Municipal and local Health Unit regulations, regarding the labelling of their product by type, price, etc.
- ii) Only vendors offering goods for sale which they have produced themselves will be considered. No produce may be sold at the market which has not been grown locally, as per the Mandate outlined in section 3.
- iii) Absolutely no resellers or peddlers will be allowed at the market. A farmer producer may sell additional produce grown by a relative, or a neighbouring farmer, as long as this additional produce does not exceed 25% of the vendor`s product volume per market season. A vendor may not attend the market until one of their own primary products is available for sale. The intent of this exception is to increase the diversity of fresh produce offered to customers.
- iv) Producers bringing additional produce must clearly label it with the name of the farm it came from. Additional produce must come from within the 60-km radius as specified.
- vi) All vendors are required to indicate the source of the additional product.
- vii) The need for products will be dealt with on a case-by-case basis if and when they are not available locally (I.e. coffee, cherries) with prior approval of the HMMT.
- viii) No live animals, including cats and dogs, will be allowed for sale at the market.
- ix) Examples of Items Which May Be Offered for Sale:

|                        |                      |                  |                |
|------------------------|----------------------|------------------|----------------|
| Fruits                 | Vegetables           | Bedding plants   | Herbs          |
| Shrubs and Trees       | Meat and Fish        | Cheese           | Maple Products |
| Hand Produced Crafts   | House Plants, Potted | Seeds, Plants    | Apple Cider    |
| Cut and Dried Flowers  | Local Artisan Work   | Poultry and Eggs | Honey Products |
| Baked Goods, Preserves | Grains               | Seasonings       | Craft Beer     |

- x) Vendors wishing to sell anything not listed above may request permission from the HMMT. Please keep in mind the following:
  - 1) All products must be of high quality and be pleasing to the eye and taste.
  - 2) All home baking, jams and canning must be labelled indicating the name and city of the vendor, ingredients, and a statement of measure. Home baked goods must be wrapped to prevent contamination.
  - 3) Inquiries regarding health regulations are the responsibility of each vendor and may be obtained from Southwestern Public Health at (519)-631-9900.
- xi) Any vendor who is selling food is required to fill out and submit the "Farmers' Market Vendor Notification Form" for Southwestern Public Health at the start of every season. Approval is required to be an official vendor.

g) Sales Reporting and Pricing

- i) Vendors will provide their estimated sales totals at the end of each market day on an anonymous basis. Totals will be checked and calculated weekly for statistical purposes.
- ii) Vendors are able to provide their sales total after the market day if agreements are previously made with the HMMT.

**7. Not-for-Profit (NFP) Organizations and Community Associations**

a) Space Allocation and Commitment

- i) NFPs and Community Associations may be allocated stall space for fundraising and community awareness programs.
- ii) NFPs and Community Associations will be required to submit the “Community Partner Request Form” and commit to those terms prior to attending any market
- iii) Stall allocation is at the discretion of the HMMT.
- iv) NFPs and Community Organizations will be considered as a daily vendor, for the purpose of stall allocation, unless prior reservation arrangements have been made.

**8. All Other Vendors**

- a) All other vendors, not listed above, will be permitted at the discretion of the HMMT on a specific case basis.
- b) In all instances, the mandate to highlight local, producer-based vendors will be a priority.

**10. Market Team**

a) Operations

- i) The Horton Farmers’ Market is city-owned property that is operated by the St. Thomas Economic Development Corporation (EDC).
- ii) Marketing and promotions are overseen by the Manager of Marketing and Communications at the EDC
- iii) Daily operations and market days at the Horton Farmers’ Market will mostly be facilitated by the Market Coordinator, or a designated member of the HMMT.

b) Horton Market Management Team (HMMT)

- i) The HMMT is comprised of the Market Coordinator, Manager of Business Development & Entrepreneurship, and Small Business Advisor at Small Business Enterprise Centre.
  - 1) Interim Market Coordinator: Julia Conrad, [jconrad@stthomas.ca](mailto:jconrad@stthomas.ca)
  - 2) Market Coordinator: Darren Connolly, [dconnolly@stthomas.ca](mailto:dconnolly@stthomas.ca) (upon leave return)
  - 3) Manager of Business Development & Entrepreneurship: Mike Kerkvliet, [mkerkvliet@stthomas.ca](mailto:mkerkvliet@stthomas.ca)
  - 4) Small Business Advisor: Sarah Lynch, [slynch@stthomas.ca](mailto:slynch@stthomas.ca)
  - 5) As advisory: Manager of Marketing and Communications: Sarah Noble, [snoble@stthomas.ca](mailto:snoble@stthomas.ca)



ii) The HMMT will enforce vendor rules and regulations.

c) Vendor Rules and Regulations will be made available to all vendors at the beginning of each market season, and with each new vendor application.

**12. Compliance**

a) All Vendors agree to comply with the rules and regulations of the Horton Farmers' Market as set out in this document.

b) Understanding and compliance is acknowledged by the vendor, by means of their signature on this document. All vendors shall complete an application package each market season.

c) The HMMT may undertake vendor compliance site visits.

d) Vendor meetings may be called at the discretion of the HMMT, to review rules and regulations, and to provide input for market operations.

e) Compliance with provincial and federal sales tax regulations is the individual vendor's responsibility.

f) Vendors shall comply with all federal, provincial and municipal regulations regarding the sale of their merchandise.

g) Vendors shall comply with the Horton Farmers' Market Vendor Code of Conduct. All regulations regarding disciplinary action are outlined in that document.

h) Any items not specifically covered by these rules and regulations shall be dealt with by the HMMT and the St. Thomas Economic Development Team.

**Agreement**

I, the undersigned, agree to abide by these rules and regulations, and I acknowledge that adhering to these rules and regulations is a condition of my participation in the Horton Farmers' Market as a vendor.

| Vendor Signature | Vendor Name | Date |
|------------------|-------------|------|
|                  |             |      |