



# Komoka Community Market

## Vendor Information & Regulations

### Introduction

#### MISSION

**The mission of the Komoka Community Market (KCM)** is to bring the community together for the benefit of all its members. The KCM is a farmers' market, created for the purpose of marketing locally produced agricultural products and craft products, and to improve production, stimulate public interest, and increase consumption of these products. It is also to give consumers a local venue to buy verified local, quality goods. The KCM is therefore open strictly to local and bona fide producer-vendors. Vendors who are solely resellers or vendors of non-local goods are not eligible.

Because the KCM aims to be a Farmer's Market, according to the Middlesex Health Unit and according to Farmers' Markets of Ontario (FMO), it must maintain over 50% farmer-producers as regular/seasonal vendors. This may mean that non-agricultural vendors have to be on a waiting list at times to maintain the necessary balance.

#### KCM COMMUNITY OF VENDORS

We have been fortunate to have a great group of vendors involved in the KCM. It is both exciting and useful to remember that what is good for the market, is good for all of the vendors. What is good for one vendor is usually good for all the vendors. We can only benefit from each other's promotion and each other's success, which will draw more customers for the market in general.

**With this in mind, each accepted vendor is encouraged to promote the KCM and its vendors.**

#### PROMOTION

Our Market Manager will continue to promote the market in a variety of ways. In the interest of making each vendor as successful as possible, and the Market as successful as possible, **vendors are also encouraged to promote the KCM in any way they can.** This may be done online, in local flyers, at local businesses, in community gathering places, and in conversation. Please contact the Market Manager ([komokacommunitymarket@gmail.com](mailto:komokacommunitymarket@gmail.com)) if you have any ideas for promotion that would require materials or assistance.

Our target areas for advertising are London and the surrounding communities (Kilworth, Byron, Delaware, Mount Brydges, etc.), as well as tourists to the area.

## Rules and Regulations

### TERMINOLOGY

- 1) **Seasonal Vendors** refers to vendors applying for/approved for booth display for the entire season of the KCM.
- 2) **Occasional Vendors** refers to vendors who pay week to week.
- 3) **Agricultural Vendors** refers to vendors selling their own product that is produced on their own farm, or family members' farm. An agricultural vendor may hire employees to sell product for them.
- 4) **Market Manager** refers to the person(s) in charge of managing the market. (Contact by email at [komokacommunitymarket@gmail.com](mailto:komokacommunitymarket@gmail.com).)

### ALL VENDORS PARTICIPATING IN THE KCM MUST ADHERE TO THE FOLLOWING RULES:

#### 2024 LOCATION, HOURS, & SEASON OF OPERATION

The KCM will be located in the roundabout in front of the Wellness Centre, 1 Tunks Lane, Komoka, Ontario. **The KCM opens on the Saturday of the Victoria Day weekend, and runs every Saturday until Thanksgiving Weekend.** The KCM is open to customers on market days from 9:00 AM to 12:00 PM. Official set up time is NO EARLIER than 7:00 AM on market day, and all booths must be completely cleaned up by 1:00 PM. \*If a vendor is in the market area outside of these times, the vendor must have permission from the Facility Manager at the Wellness Centre, as the vendor will be setting up and taking down outside of market hours and coverage. **The vendor agrees to only sell at the market location within market hours.**

#### VENDOR FEES AND APPLICATIONS

- 1) **2024 applications are only accepted through [managemymarket.com](http://managemymarket.com) and will not be considered accepted until the \$17.50 (inc. HST) Application Fee has been received by e-transfer to [komokacommunitymarket@gmail.com](mailto:komokacommunitymarket@gmail.com).**
- 2) Regular spaces (10 x 10) are payable at the rate of \$475 (+ HST) per season or \$30 (+ HST) per week. Vendors may not rent out or lease their space to other vendors.
- 3) **Extra-wide spaces** (10 x 20) are available to vendors for \$775 (+ HST)/season or \$50/week (+ HST).
- 4) Quality tents are available for rent (while supplies last) for \$20 (+ HST) per week, in case of need or emergency. Tables are available for rent (while supplies last) for \$10.00 (+ HST) per week, in case of need or emergency.
- 5) Vendors who need electricity will have access to it on a first-come-first-serve basis; however, priority will be given to vendors with meat and prepared food items that require electricity for food safety reasons.
- 6) Vendors may use their own generators if the generator does not create a lot of noise or odour (we will work with you on location to mitigate this as well).
- 7) Youth Booths are available for free provided that we find enough Community Partners and Sponsors to support this. (Youth privileges apply to applicants under 18 years old.)

- 8) Fees may be waived to approved charitable organizations. (The KCM reserves the right to limit the number of charitable organizations per week depending on spaces and funds available to support this.)
- 9) All fees are non-refundable.
- 10) Payment should be made within as soon as possible, and within five calendar days of the online application approval, so that the next person on the list may be contacted promptly, and so on. **A vendor's spot is only secured if the Market Manager has both approved the Vendor Application and received payment.**
- 11) Fees for Occasional Vendors must be paid by the Monday prior to expected date of attendance, or within 5 days of application acceptance, **whichever is earlier.** Payment options available for larger amounts.
- 12) All payments may be made to the KCM by e-transfer to **komokacommunitymarket@gmail.com.**

## MARKET OPERATION

- 1) On market days, all vendors should arrive **NO EARLIER** than 7:00 AM and **NO LATER** than 8:30 AM. Please speak to market manager if more time is needed. **Vendors should plan to have vehicles cleared from market walkway by 8:45 AM and parked in the 4 parking rows farthest from the market, unless permission has been attained from Market Manager to park at your space.**
- 2) Vendor booth design must include a tent/covering (rentals available) and signage indicating product and/or company name. Booths should be attractive, organized, and inviting.
- 3) Vendors must keep their products, extra stock, and debris, off the sidewalks/driveway.
- 4) **Vendors are required to have their tent(s) WEIGHTED DOWN**, goods and other items in their booth handled and secured safely in case of wind or other hazards. This is the responsibility of the vendor and the KCM, the Market Manager, or the volunteers are not liable for the vendor's failure to do so.
- 5) **Vendors MAY NOT begin to take-down their display or stall before 12:00 PM**, unless they have been directed to do so by the Market Manager or they feel unsafe due to weather conditions. Any vendor has permission to tear down at any time if they are feeling unsafe due to weather conditions.
- 6) Vendors must tear down immediately if market is closed for safety reasons, or any other reason the Market Manager decides to close.
- 7) At the end of the market day, vendors are expected to **leave their space completely clean**, free of garbage and debris. Vendors should take care to treat the facility and grounds with consideration. Vendors may not paint, mark, penetrate, apply excess heat, place excessive weight, spill product/grease/oil onto the asphalt surface or anywhere in the Licensed Area. Vendors will be responsible to pay for damages resulting from their misuse of property.
- 8) **Vendors must give at least two days notice by EMAIL if you will miss a market day.**
- 9) Vendors must interact with customers, each other, businesses, Wellness Centre (Library, YMCA, arena, etc.) employees, KCM Volunteers and the Market Manager in a spirit of respect, cooperation, and community. Disruptive vendors, as determined by the sole discretion of the Market Manager, may be asked to not return to the Market.

## RESELLING POLICIES

- 1) **Agricultural and Artisanal Vendors are required to sell primarily their own product. If they would like to sell other products, these must be from a local producer the vendor must request to resell each/any specific item on the application, and each item must be approved individually by the Market Manager. Also, Agricultural and Artisanal Vendors are required to state THE FARM or BUSINESS that the product came from, as well as the POINT OF ORIGIN. For example, a tub of cabbage might have a sign that says, "Berryhill Farm, Watford, Ontario." Other information about the farm/farmer/business/maker is allowed and encouraged.**

## FOOD SAFETY AND ELIGIBLE PRODUCTS

The KCM is a true Farmers' Market, as determined by the definition outlined in the Ontario Food Premises Regulation (O. Reg. 493/17). In order to be allowed the exemptions provided by this classification, the KCM abides by certain rules. A Food Premises is responsible for following food safety requirements to reduce the risk of foodborne illness, as outlined in the Ontario Food Premises Regulation (O. Reg. 493/17). "Farmers' Markets Food Vendors" who meet the definition in the Ontario Food Premises Regulation (O. Reg. 493/17) are exempt from the regulation, but must still meet any requirements outlined in the Health Protection and Promotion Act.

The definition of a "Farmers' Market Food Vendor" is as follows: *"Farmers' Market Food Vendor" means the operator of a stall or other food premise that is located at a central location at which a group of persons who operate stalls or other food premises meets to sell or offer for sale to consumers products that include, without being restricted to, farm products, baked goods and preserved foods, and at which the majority of the persons operating the stalls or other food premises are producers of farm products who are primarily selling or offering for sale their own products.* (O. Reg. 493/17)

The definition of a "Farm Product" is as follows: "Farm Products" means products that are grown, raised, or produced on a farm and intended for use as food and include, without being restricted to, fruits and vegetables, mushrooms, meat and meat products, dairy products, honey products, maple products, fish, grains and seeds and grain and seed products. (O. Reg. 493/17)

## Additional Rules for KCM Food Vendors

- 1) **Each vendor is required to have any and all appropriate permissions and documentation from respective governing bodies in order to sell their product. The applicant accepts all responsibility for obtaining and uploading current proof of permission/documentation to Manage My Market.**
- 2) Food Vendors **MUST** have their names, farm/business location, and product names posted prominently in their booths.
- 3) Food product descriptions shall contain no misleading information. Proper labelling and signage with POINT OF ORIGIN is required for all food products as per the Ontario Food Safety guidelines.

- 4) Certification is REQUIRED for all products labeled organic.
- 5) It is against the law to sell uninspected meats, unpasteurized milk, or ungraded eggs at a farmer's market.
- 6) Market food vendors must continue to ensure that the food is manufactured, processed, prepared, stored, handled, displayed, distributed, transported, sold or offered for sale in a manner that ensures the product is not a health hazard. This is the vendor's responsibility and KCM is not liable for the vendor's failure to do so. Vendors not able to meet this requirement may receive notice from the Middlesex Health & Safety board and may be subject to removal from KCM by the Market Manager.
- 7) Food vendors must inform Public Health Units in advance of when they plan to begin operating and be sure that they understand their obligations.
- 8) For prepared food items, products must clearly state the vendor's name and contents of food package or container.
- 9) Food vendors will sell ONLY high-quality, properly handled and prepared products. If a product does not meet overall market standards for quality and freshness as determined by the sole discretion of the Market Manager, the right to request that the product be withdrawn from the stall immediately is reserved.
- 10) **All food vendors who are heating or cooking food**, and are not a food truck, must adhere to all applicable laws including but not limited to the applicable regulations set out by the Middlesex London Health Unit as they relate to safe food handling practices. All vendors selling food on site and not a Food Truck and using gas stoves shall ensure the following:
  - a) Open flame appliances are not permitted within a tent or tent-type structure;
  - b) Electric hot plates or griddles are allowed under a tent structure pending the cooking does not include food that release grease-laden vapours;
  - c) It is an approved CSA/ULC appliance and not "homemade" or some other not approved appliance;
  - d) They have an ABC fire extinguisher of appropriate size that has been inspected within the last year, located in an accessible location (The vendor must be knowledgeable as to the fire extinguisher operation); and
  - e) All combustibles etc. shall be removed from the area with the electric burner, griddle, flame or open flame appliance.

## ONTARIO CRAFT BREWERIES

Licensed eligible brewers can apply to the Alcohol and Gaming Commission of Ontario to occasionally extend their on-site stores to sell Ontario beer at farmers' markets. Only brewers whose full brewing process takes place in Ontario and at their own brewery are permitted to sell at farmers' markets. KCM welcomes Ontario Brewers for 2022. **Copies of current pertinent documentation should be uploaded to the accepted vendor's profile in [managemymarket.com](https://managemymarket.com).**

## INSURANCE

**The KCM holds insurance for the market that covers its patrons. The KCM's insurance is for the Market itself, not for the vendors or their products. Accepted vendors must hold their own insurance and be ready to show it whenever requested. A copy of insurance must also**

**be uploaded to managemymarket.com. It is the responsibility of the vendor to hold insurance and to keep a copy of current insurance uploaded to Manage My Market. The Market Manager is not liable for the vendor's failure to do so.**

## **INDEMNIFICATION**

Vendors shall defend, indemnify and save harmless KCM, the Market Manager, market employees, and volunteers from and against any and all claims of any nature, actions, causes of action, losses, expenses, fines, costs (including consultant and legal costs), interest or damages of every nature and kind whatsoever, including but not limited to bodily injury, sickness, disease or death or to damage to or destruction of tangible property including loss of revenue or incurred expense resulting from disruption of service, arising out of or allegedly attributable to the negligence, acts, errors, omissions, misfeasance, nonfeasance, fraud or willful misconduct of the Market Manager, market employees or volunteers, in connection with or in any way related to the this document and use of the vendor's rented space. This indemnity shall be in addition to and not in lieu of any insurance to be provided by the Vedor in accordance with this Vendor Agreement and shall survive the termination of this License Agreement.

## **WEATHER**

**The market typically will run, rain or shine, on scheduled market days.**

It is at the discretion of the Market Manager(s) to close the market early or cancel the market for the day due to severe weather, including, but not limited to, high winds, driving rain, lightning, or tornado activity. The Market Manager will track severe weather and send out an email notice by 6:00 AM on market day, if the market will be closed for the day. **If this unlikely announcement is not made by 6:00 AM, then the market will run as usual, and vendors who have paid for the day are expected to attend.** If an individual vendor deems it unsafe to set up, they are required to communicate this to the market manager, and will not be required to set up.

In the event of severe weather during market, causing cancellation, all vendors must take down their booths and pack up for the day. No vendor will be allowed to remain due to liability to KCM.

## **GENERAL**

The KCM reserves the right to limit the number of vendors participating in the market. Priority is given to local farmers and local artisans. The KCM reserves the right to limit the number of similar products. In all cases, the Market Manager will determine, at his/her own discretion, what products may or may not be sold at the KCM, for the sake of the KCM, its committed vendors, and its patrons.

## **VENDOR CONTACT INFORMATION**

It is the SOLE RESPONSIBILITY of the vendor to maintain up-to-date contact information with the KCM. Email is the preferred method of communication. Please reach the Market Manager at [komokacommunitymarket@gmail.com](mailto:komokacommunitymarket@gmail.com).

**ACKNOWLEDGEMENTS**

These are the rules and regulations established for the KCM in 2024. There may need to be modifications of these rules and regulations at any time. The Farmers' Market Manager shall deal with any items of business not specifically covered by these rules, at her discretion. The KCM reserves the right to amend this policy at any time, and reserves the right to cancel, amend, and/or alter Farmers' Market operations during the year of 2024, as new updates regarding the COVID-19 pandemic, or any other issue, arise.

\*Once you have read and understood these Regulations, please complete and submit the online form on [managemymarket.com](http://managemymarket.com) to proceed with the application.

\*\*If you have any questions about the Regulations, please contact the Market Manager at [komokacommunitymarket@gmail.com](mailto:komokacommunitymarket@gmail.com).