



## **RULES AND REGULATIONS FOR THE OPERATION OF THE RIVERSIDE FARMERS, ARTS, CRAFTS & FLEA MARKET**

### **INTRODUCTION**

#### **PREAMBLE**

The Riverside Farmers Arts Crafts & Flea Market is owned by The Riverside Sportsmen Club and operated as a service to the public. Vendors are accepted, as tenants to provide goods and services for the public that otherwise might not be available. The Riverside Farmers Arts Crafts & Flea Market Committee has approved the following rules and regulations, with which all vendors **MUST** comply, to ensure a useful and well-regulated marketplace.

#### **FARMERS & FLEA MARKET COMMITTEE**

The Riverside Farmers Market Committee is a body established to advise and assist the market master in setting policy and adjudicating disputes.

All individuals/groups leasing selling space at the Riverside Farmers Market are herein defined as **VENDORS**.

All items sold at the Riverside Farmers Arts Crafts & Flea Market are herein defined as **MERCHANDISE**.

All rules and regulations are subject to review and revision annually.

Vendors may submit any requests for revision in writing to the Riverside Farmers Arts Crafts & Flea Market Committee.

#### **SCOPE OF OPERATION**

A. The Riverside Farmers Arts Crafts & Flea Market is hereby defined as a regulated marketplace designed for the sale of farm produce, greenhouse products, prepared foods, flea market items and handcrafted items. The Riverside Sportsmen Club/ The Riverside Farmers Market will furnish reasonable, necessary area and utilities to meet the requirements of all provincial, county, or local laws or regulations with regards to a market operation.

B. The day-to-day management of the Farmers Market will be the responsibility of the Market Master.

C. Market days and hours of operation shall conform to the posted market schedule. The time of opening and closing may be changed or regulated by the Riverside Farmers Arts Crafts & Flea Market Committee at the request of the Market Master, as conditions warrant. Special market days may be held with approval of the Riverside Farmers Arts Crafts and Flea Market Committee. All vendors shall adhere to the posted hours of operation.

D. The Riverside Sportsmen Club/ Riverside Farmers Arts Crafts and Flea Market accepts no responsibility for stock left on the premises.

## **GENERAL RULES**

Tenants will avoid all hazards. The safety of visitors is always paramount.

A. Safety regulations are as follows:

1. Smoking is NOT allowed in the market or other areas designated non-smoking.
2. Fire extinguishers MUST be kept VISIBLE and ACCESSIBLE at all times.
3. Any electrical extension cord used MUST be approved by the Windsor Fire Marshall and MUST be used in a safe way so as not to create a tripping hazard for vendors or customers. Extension cords used in overhead hanging outlets must leave aisles free and clear.
4. Ontario health laws prohibit any pets or live animals inside the market building with the exception of SERVICE ANIMALS.
5. Consumption or sale of any controlled substance(s) is not permitted in the market building or on the market grounds.
6. Consumption and/or sale of alcoholic beverages will be allowed as designated by The Riverside Sportsmen Club.
7. Vendors will be responsible for any injury to him/herself, other vendors and/or the public while moving merchandise in or out of the market.

B. Abusive language will not be tolerated in the building or on the market grounds.

C. No one may beg, loiter, solicit, or place any poster, advertisement or billboard on the market premises without approval of the market master.

D. No one may sell or attempt to sell any merchandise or animals on the market grounds without the express permission of the market master.

E. The Riverside Sportsmen Club is not liable for theft or damage of any merchandise before, during or after market hours. Merchandise stored in the market building is done so at the sole risk of the vendor.

F. The Riverside Sportsmen Club/ Riverside Farmers Arts Crafts & Flea Market assumes no responsibility and is not liable for any injuries, which may occur within an individual stall. Vendors are expected to keep their merchandise in reasonable order and allow unimpeded access to customers.

G. Violation of established market rules and regulations could be deemed cause for denial of market privileges.

H. Structural modifications are NOT permitted. Market provided property should not be changed, altered or defaced in any manner

### **MARKET MASTER RESPONSIBILITIES**

The Market Master performs all related duties to maintain and operate an efficient market in the best interest of the Riverside Sportsmen Club, all vendors, and the general public. The Market Master maintains order in the market and:

1. Enforces days and hours of operation as determined by the Riverside Farmers Arts Crafts & Flea Market committee.
2. Assigns stalls to all vendors.
3. Collects rental fees from all vendors, maintains records and accounts, and coordinates all financial activities with the Riverside Sportsmen Club.
4. Directs the distribution/arrangement of all vehicles on the market premises or grounds.
5. Upon closing, inspects stalls to ensure vendors have left the area in a clean and orderly condition.
6. Verifies that all local, provincial, and federal laws are observed, all licenses and permits are valid and current for each vendor, and maintains files of same.
7. As necessary, inspects farm or production facilities for compliance with market rules and regulations. Vendors must allow inspection.
8. Locates new vendors as stalls are available and registers goods to be sold by these vendors in order to provide a select variety of merchandise to the public.
9. Informs vendors of any violations of the rules and regulations.
10. Enforces rules and regulations set forth by the market committee.

## **VENDOR RESPONSIBILITIES - GENERAL**

- A. All vendors shall use the premises in strict accordance with the market rules and regulations and standards then in effect; and, in accordance with the occupancy agreement.
- B. Vendors must provide safe conditions for the public and are encouraged to obtain their own insurance against all liabilities.
- C. No person in the market shall refuse to comply with the direction, or interfere with; the rules set by the Market Master or duly appointed agent carrying out the provisions of these rules and regulations.
- D. Each vendor **MUST** obtain and furnish to the Market Master a current and valid copy of any and all licenses and permits necessary for their operation.
- E. Annual vendors who do not plan to sell during any given market day must notify the Market Master at least 7 days in advance of the selling day so the space may be otherwise utilised.
- F. Vendors must have their stall(s) completely set up and ready for operation at the scheduled opening of the market. Vendors reporting late to the market must unload goods outside the market for safety reasons. No late arriving vehicles are permitted in the market one hour prior to the scheduled opening of the market.
- G. Vendors shall not vacate the market before the official closing time for any reason without the express permission of the Market Master. After the scheduled closing of the market, all vendors must vacate the market within 2 hours.
- H. Attempts by vendors to establish abnormal or artificial prices by unfair or irregular means are prohibited.
- I. Vendors shall wear market provided identification during selling hours.
- J. Those vendors selling on the porches shall set up as directed by the Market Master.

## **VENDORS/FARM**

FARM VENDOR is herein defined to be any person or persons who are actually engaged in the business of growing the farm products they sell at the market.

- A. No one shall be permitted to sell any product grown by other parties because of a real or claimed business operated by someone else, with the following exceptions:
1. A farmer may sell produce grown by a relative who is also a farmer as long as the produce is identified by a sign provided by the market master signifying who grew it.
  2. A farmer may enter into a partnership agreement with a neighboring farmer to sell produce raised by that neighbor **PROVIDING THE ADDITIONAL PRODUCE IS NOT GENERALLY AVAILABLE AT THE MARKET**. The intent of this exception is to increase the diversity of fresh produce offered to customers.

The partnership agreement in this section refers to the merchandise sold and not to ownership of sharing stall rental.

B. All farm vendors who rent space on an annual basis must submit a signed Riverside Farmers a Market production application to the Market Master at the beginning of the market. Changes in plans or seasonal use of market stalls by vendors must be reported and approved by the Market Master before changes in the sales of merchandise is permitted. All vendors who rent space on a half-year basis must submit a production application the first time they participate in the market during the market year.

C. A farmer may sell Ontario products not produced by them, but associated with their crop. For example, Honey obtained from a local beekeeper whose bees would have pollinated their crop. Ontario grown products, if not produced in the area (i.e. maple syrup) are also acceptable. Note: Sales relationships pre-existing these rules may be considered on a case-by-case basis.

D. Farmers shall sell at the market only fresh, sound, wholesome produce and products. All food shall be from sources approved or considered satisfactory by the local health officials and the Department of Agriculture, and shall be clean, wholesome, free from spoilage, free from adulteration and misbranding, and safe for human consumption. Only approved home-canned food shall be stored, used, or offered for sale on the premises.

## **VENDORS/GREENHOUSE**

A GREENHOUSE vendor is herein defined to be any person or persons who are actually engaged in the business of growing/producing the greenhouse products they sell at the market. Merchandise sold at the market shall be of a type and nature to reflect the farm-type atmosphere of a Farmers Market. Non-conforming products may be accepted at the discretion of the Market Master; if objections were made, items would then need to be approved by the vote of the Riverside Farmers, Arts Crafts & Flea Market Committee.

## **VENDORS/FOODSTUFFS**

FOODSTUFFS vendor is herein define to be any person or persons who are actually engaged in the production of any material(s) made into or used as food.

Finished foodstuffs products may include, but not limited to, such things as baked goods, confections, spice mixes, beverages, etc. Any food products offered for sale in closed packages or sealed containers shall bear an approved label stating the producers name and address, name of the product, ingredients, and net weight or measure. All labelling of any package or container(s) must comply with all federal, provincial and municipal health regulations. All food products offered for sale must be prepared in an inspected / approved kitchens and follow all rules and regulations as stipulated by the Windsor Essex County Health Unit. For complete details please visit their web site: [www.wehealthunit.org](http://www.wehealthunit.org)

All Foodstuffs items will be accepted at the discretion of the Market Master.

## **VENDORS/FLEA MARKET**

FLEA MARKET vendors are herein defined as persons who obtain and offer for resale collectibles, vintage clothing, jewellery, lighting fixtures, furniture, toys, paper goods, glassware, linens, books, but not limited to these listed items. Knives are allowed but are to be kept in enclosed cases, secured by locks at all times. EXCLUDED ITEMS include narcotics paraphernalia, firearms, ammunition, all martial arts weapons, fireworks, incense, lewd or pornographic materials, and new merchandise direct from wholesalers.

## **VENDORS/HANDICRAFT**

HANDICRAFT vendors are herein defined as a person(s) who has invested considerable skill, time and effort to produce finished products such as, but not limited to toys, jewellery, wearing apparel, dried flowers, etc.

## **STALL STANDARDS**

A. Vendors must have their stalls completely set-up and ready for operation at scheduled opening of the market. All vehicles must be out of the market 30 minutes prior to official opening. During official market hours, any merchandise taken in or out of the market must be hand carried or transported on a small handcart in a safe manner under the direction of the market master. For safety reasons, small children are NOT allowed to transport merchandise.

B. Merchandise is to be displayed within stall boundaries. No merchandise is to be displayed in aisles. Vendors are required to keep merchandise within their allotted stall area at all times, including merchandise awaiting customer pick-up.

C. Stalls are not to be used for storage purposes.

D. Stalls shall be kept free of garbage/trash. Garbage is defined as spoiled, leftover, or unwanted perishables; trash is defined as any containers or wrappings such as cardboard boxes and newspapers and any item(s) brought to the market for sale that needs to be discarded. All garbage/trash must be removed from the stall area and taken away OR placed in an outside dumpster designated by the Market Master.

Trash receptacles placed around the market should not be filled with any of the above-mentioned items.

E. The market supplies vendors with a designated selling space; and, in the case of long-term flea market 1, areas from which to sell. Vendors may use approved hangers, shelves, etc. where applicable or supply their own freestanding display racks.

## **DISCIPLINARY ACTIONS**

Any vendor who fails to submit the required licenses/permits or who is not in compliance with the rules and regulations of said licenses/permits when conducting business shall be denied selling privileges.

Written or verbal complaints brought to the attention of the Market Master by market customers will be resolved, if possible, by the Market Master. Otherwise, customer complaints must be sent in writing to the Riverside Farmers Arts Crafts & Flea Market Committee. Complaints by Vendors must be submitted in writing to the Market Master. The Market Master will discuss and try to resolve the matter with the parties involved. If a satisfactory agreement cannot be reached, the complaint will be forwarded to the Market Committee for resolution.

The following are causes for denial or loss of vendor selling privileges:

Failure to pay rent and fees per agreement.

Violation of Responsibilities as specified in Responsibilities (see Vendor Responsibilities).

Violation of any vendor specific responsibilities as specified in the appropriate category (see Responsibilities: Farm, Antique and Collectible, Handicraft, Greenhouse as appropriate).

Violation of any rules as specified in the General Rules (see General Rules).

### **DISRUPTIVE CONDUCT**

Verified written complaints against a vendor showing reasonably conclusive evidence that said vendor has practice deception by displaying or selling merchandise packaged to misrepresent the quality or condition of the merchandise, or that said vendor has given false information regarding the origin, variety, quality, condition or value of merchandise.

Any person who has been denied market privileges can request a hearing by the Market Committee. This request is to be in writing. This request will be then be addressed on the next scheduled meeting date.

### **ADVERTISING**

Vendors, singly or in co-operation, may advertise at their expense. Any advertisement using the market name, address, hours, etc. shall be approved in advance by the Market Committee or designee, i.e. the Market Master.

### **RENTAL OF STALLS**

All rental rates and any special fees in effect shall be posted in the market and a copy will be given to vendors upon request. Rental rates and fees shall be posted by March 1st for the annual rental year that starts May 1st. The Rules and Regulations will posted.

All half-yearly stall renters must sign a rental agreement the first time they participate in the market during the market year. All changes and amendments to the rental contracts during the term of the contract must be in writing.

Exchange of space for the convenience of vendors may be made with the approval of the Market Master.

A. The Market Master shall establish fees for any unusual large fixture or electrical appliance. Annual or half-year renters will be charged on an annual basis subject to the same payment schedule as the rental fees. Daily renters will be charged on a daily basis.

B. Recognizing that some vendors may require less space; the Market Master may assign half spaces.

C. A daily vendor is expected to bring in merchandise before the start of the business day and remove unsold items after closing.

D. Daily selling spaces are assigned by the Market Master each selling day by advance reservation. No guarantee of obtaining the same selling location from one sales day to the next is made or implied.

E. Determination of use/rental of any daily/weekly stalls, porch areas, or vacant annual stalls, shall be at the direction of the Market Master.

F. If additional display fixtures are needed, they may be brought in by vendors with the permission of the Market Master.

## **RIVERSIDE FARMERS MARKET**

### **STALL RENTAL RATES**

One day	\$40.00
One month +	\$ 35.00 per day *
One season 1 Day	\$30.00 per day *
One season 2 Days	\$25.00 per day *

Garage Sale/ Boot/ Tailgate Area Rear of Tent One day \$20.00 per day

\*These fees are payable in advance. Seasonal vendors will be designated the same spot each day.

TABLE RENTALS \$7.00 per day

### **METHOD OF PAYMENT**

Cash, Certified Cheque, Money Order. Daily & Monthly must be paid in advance prior to unloading. Failure to appear and set up by monthly vendors as specified in the rules will lose their designated site privileges. Two non-appearances will result in termination of privileges. All payments are final, no refunds.