

## Thunder Bay Country Market – Vending Rules

### Valid as of January 1, 2018

In order to be the most successful Market possible, which benefits **all** vendors, the Board approved the following rules in November 2017. All vendors (and vendor applicants) must agree to follow these rules.

#### 1. Market Hours

- a. The Market is open on Saturdays from 8 am – 1 pm year-round and on Wednesdays from 3:30 – 6:30 pm.
  - i. Saturdays is open year-round with the exception of the Saturday after Christmas.
  - ii. Wednesdays is open year-round for downstairs vendors. Upstairs opens after May long weekend.
- b. Vendors can arrive to Market for set-up after 1 pm on Wednesdays and after 6:30 am on Saturdays. Vendors can also access the market on Friday mornings to pre-set/stock their booths. There may be other times to access the Market, please confirm with the Manager.
- c. Vendors must be in place **ready to sell** by 7:50 am (Saturday) and 3:20 (Wednesdays).
- d. Vendors may not sell to customers before the Market bell. Please inform early customers of the Market hours and ask them to wait.
  - i. The only exceptions to selling prior to Market bell is:
    - Coffee shop may sell to vendors as soon as they are ready and to customers 30 minutes prior to Market start
    - Market Café may sell food when ready to **vendors only** prior to Market start
- e. Market closes at 6:30 pm and 1:00 pm respectively. Please do not pack up before the Market close. If you sell out early, please keep your booth open and engage with customers, encouraging them to attend earlier next week, put in orders, etc. On rare occasions, if you need to leave early, you must receive approval from the Manager first. If you are consistently selling out early, you should re-evaluate the volume of items you bring to Market.
  - i. The Market may remain open for extended hours during the CLE Home & Garden show.
- f. Attendance at the Market is key to ensuring customers are receiving the best experience each time they come to the Market. All indoor vendors (upstairs and downstairs) are expected to have their booth **open** at all Markets, according to the times outlined in 1.a. with the exception of pre-scheduled days off (see iii):
  - i. We encourage vendors to work together to ensure their booths are open during all Markets. Please update the Manager with any booth coverage arrangements (i.e. every Wednesday alternates between Booth A and Booth B covering both booths.) Note though that booth coverage does not result in an attendance rebate.
  - ii. If you absolutely cannot attend both Markets and your items for sale do not allow for booth coverage, you may apply for special dispensation as part of your renewal application, outlining your plan for your booth to be utilized (and not covered over). This type of approval will be very limited.
  - iii. We also understand that small businesses are small and require some latitude. Therefore:
    1. Downstairs vendors can indicate on their renewal application up to 6 Market Days that they will be closed in advance, in addition to the closure dates for Christmas (Moose Hall dates would be part of the 6 if you wish to take those dates off).
    2. Upstairs vendors can indicate on their renewal application up to 4 Market Days that they will be closed in addition to the closure dates for Christmas (Moose Hall dates would be the 4 if you wish to take those dates off).
    3. Booth closures will be reutilized during Markets for non-profit spaces, so booths must be taken down to the point of having a non-profit operate in the space (i.e. room for a table across the front of the booth).
    4. Any closures beyond the planned closures will be subject to fines, subject to the discretion of the manager for emergency situations.
  - iv. Vendors that meet their attendance as indicated (or better) will get a portion of their vending fees rebated at the end of each year (applied to the following year's fees).  
**Example A:** Booth A Downstairs indicates they will be away on June 1 (Wed), June 4 (Sat) and June 8 (Wed). This is only 3 of the 6 Market Days they are eligible to request off, but this is all they require. They also attend Moose Hall Markets. They end up

needing to take one sick day during the year, but are in attendance at all other Markets. They receive their full attendance rebate at the end of the year.

**Example B:** Booth B Upstairs indicates they will be away during first week of Moose Hall Markets (2 Market days) but also away 2 other Market days to attend a festival. This is 4 of 4 allowed days. During the year, they end up taking 3 other Market days off, for which they have to pay the fines. At the end of the year, they do not receive their attendance rebate.

- v. Outdoor vendors will participate in Markets as their produce availability allows. They have to pay weekly and are not subject to the same attendance requirements. However, we strongly encourage outdoor vendors to consider Wednesday markets. Year-round outdoor vendors with strong attendance will receive a percentage fee rebate as well.
- g. The Board may occasionally approve additional Market opportunities during the calendar year. In this instance, vendors may opt to not participate in new hours for that calendar year, however we encourage all vendors to consider the new hours in order to create the best chance of success.

## 2. Vending Approval & yearly renewals

- a. All vendors must apply for approval every year, with the exception of the Market Café and the Market Coffee shops which each operate on separate Food Service / Coffee Service agreements.
- b. Vendors may not sell any items beyond their approved item list, as per their renewal letter.
- c. Vendors wishing to add new items must apply to the Vendor Approval Committee with the appropriate form and the relevant supplemental form (Make it, Bake it or Grow it). However, you do not require approval for items within your product line (i.e. if you have approval for jams, we do not require approval for different flavours or if you have approval for fibre arts, you do not require approval for knitted products). Due to the wide variety of prepared foods, these should be listed separately (i.e. perogies, lasagna, etc)
- d. Vendors wishing to sell products from other local establishments in their booths or brought in products **must have retail approval for these items**. There are no longer sub-vendors at the Market. Please see separate policy: *2. Vending - Retail Policy*.
- e. Vending approval is covered by the policy: *2. Vending – Vendor Acceptance Policy*. In summary, approvals will be determined by consensus by the committee with the clear focus of vendors meeting the Make it, Bake it, Grow it mandate of the TBCM, with the additional of some retail items in certain circumstances, and with consideration of balance of items already at Market. The Vendor Approval Committee is made up of Board Members and market members, with the Market Manager at each meeting.
- f. No products that contravene any provincial or federal regulation will be approved.
- g. Each vendor is expected to sell quality merchandise. If complaints are received or returned goods are present, each vendor is responsible to provide satisfaction. The Market Manager may request that goods of obviously low quality be withdrawn from sale. Repeat infractions will result in vending approval being revoked.

## 3. Booth allocation

- a. Booth allocation is subject to the Market Manager's discretion, however once allocated at the beginning of the year, booths will not be moved unless a business case requires it and the Board approves, OR there is a mutual wish for two vendors to swap locations OR a vendor requests to be moved to a newly vacant spot.
  - i. In the event of the approved business case, vendors will be given at least 3 weeks' written notice.
- b. Outdoor vendors are allocated space based on attendance on Wednesdays & Saturdays. Vendors that attend both Markets will be at the beginning of the outdoor pattern and other vendors will be allocated according to when they start at Market, or at the Manager's discretion.

## 4. Booth cleanliness & storage

- a. All vendors are responsible for the space within their booth to be kept clean at all times, including dusting, sweeping and mopping. Vendors should also manage their own garbage.
- b. Brooms and mops are available on each level. Mops can be filled/emptied in the men's washroom on both levels. Please do not empty mop buckets into toilets. Please do not sweep a pile of dirt into the aisles.
- c. Vendors must not maintain excess stock at the Market in open shelving, which is visually unappealing. Stock must be tucked under tables or in closed shelving.

- d. Displays should be visually appealing, should be complimentary to the look of either Country Market or your product line, and should minimize blocking sightlines across the Market. Please discuss displays and layouts with the Market Manager.
- e. Minimizing our environmental impact is important and should be a consideration in every booth:
  - i. Recycle cardboard boxes, do not put in garbage
  - ii. Styrofoam should be minimized, with a view to removing from Market completely
  - iii. No single use water bottles shall be sold.
  - iv. Single use plastic carry bag usage should be minimized.
- f. Any items left by vendors are left at the owner's own risk. Neither the TBCM, the Board or the CLE will be held responsible for items destroyed or damaged by fire, vandalism, theft or other cause.
  - i. Any electrical items left on are subject to no guarantee of continued power to the unit at all times, though effort will be made to ensure power remains on.
- g. Food vendors are responsible for ensuring their booth meets Thunder Bay District Health Unit standards for food handling.
  - i. Booths that are allocated a letter grading from the TBDHU must display the letter grading in a satisfactory location. Booths with gradings of D or below will share their inspection report with the Manager and may need to meet with the manager and inspector to develop a plan to fix the issues to resolve the matter satisfactorily. If cannot be resolved, vending approval may be revoked.

#### **5. Solicitation & Appropriate conduct**

- a. No vendor shall solicit customers (such as free samples or tastings) outside of their booth area.
- b. No vendor shall hawk their wares (calling out their wares from their booth space).
- c. Vendors and charities may not blanket solicit other vendors to provide donations or money for charity events / promotions, etc. For example, you may not give a letter requesting donation to all vendors. However, you may approach individual vendors directly with no expectation of agreement.
- d. No vendor shall talk negatively about the Market, Market Manager, the Board or another vendor to the media, customers or another vendor in a public environment.
- e. Vendors shall present themselves appropriately to customers, shall be dressed appropriately, shall stand at their booth in an open and engaging manner and shall not be focussed on their devices. At no time shall a vendor be wearing headphones during Market hours.

#### **6. Communication with Vendors**

- a. Vendors with Facebook access will be invited to join the Vendors Only Facebook group, useful for communicating with other vendors. If you wish to be added to the group, please ask the Manager. Once a vendor leaves, access to the group will be removed.
- b. Vendor notes delivered to each booth will regularly be used to update / remind / notify vendors of important Market business. Please ensure you and all employees are aware of all of the important issues.
- c. Occasionally, the Market Manager may call informational vendor meetings (through vendor notes) with at least 2 weeks' notice for purposes of communicating with all vendors directly on important issues related to the operation of the Market. No decisions will be made at these meetings. These may be separated for Upstairs, Downstairs or Outdoor Vendors, or separated by category of item for sale (i.e. food vendors). Vendors are expected to ensure attendance by one booth representative at these meetings. Failure to attend such meetings without notice may reflect on following year renewal applications.

#### **7. Booth payment**

- a. Booth fees are payable weekly, monthly in advance (on prior approval) or annually in advance (on prior approval). Please see separate schedule of fees, updated yearly.
- b. Vendors who have previous record of irregular attendance will not be allowed to pay by annual fee. Vendors who are requesting more than the allocated maximum days off will not be eligible to pay by annual fee.
- c. Electrical appliances with a compressor are subject to a weekly hydro recovery fee, payable monthly. Please see separate yearly schedule of fees.
- d. If fines are levied against a vendor and remain unpaid, no renewal application will be accepted until fines are paid. This will also count against renewal application decisions.

## 8. Vendor parking

- a. Vendors are expected at all times to save prime parking in front of the building for customers. Vendors should park in the row closest to the theatre or in front of the theatre. The only exception is vendors with disability parking stickers. They must not park in front of the CLE Maintenance shed, nor directly in front of the Claydon (gymnastics) building.
- b. Vendors may unload their vehicles near to the building but must move their vehicles before Market start.
- c. During outdoor season, indoor vendors may not unload at the back after 7 am to allow for outdoor vendors to set up.

## 9. Labelling

- a. Any food that is pre-packaged must include appropriate labelling. Please review the policy: 2. *Vending – Labelling Policy*.
  - i. After reviewing the labelling policy, please contact the Canadian Food Inspection Agency (CFIA) for clarification on any labelling requirements. The Market maintains no liability for incorrect packaging. The Market is also not responsible for instructing correct labelling procedure.
- b. No items can be labelled as organic, without having official current certification under the relevant Canadian governing body.
- c. No items can be labelled as natural, which is a vague designation without meaning.
- d. Vendors and their staff must have a current and ongoing understanding of their products' allergens, such as nuts, wheat, gluten, milk, etc.
- e. No negative claims can be made of food. For example, no claim of nut-free shall be made unless the entire facility is maintained as nut-free.
- f. Any food that is clerk-served (held loose and packaged as customer requests) does not require labelling. Produce does not require labelling, except to indicate origin if not grown by the vendor directly (and if it has approval to be sold) – see section 11.d.

## 10. Advertising

- a. The Market maintains a significant yearly advertising budget that covers radio, print, social media (Facebook & Instagram) and occasional special events.
- b. The Market website includes a page for each vendor (including seasonal). Vendors with Instagram will have their own feed displayed on their own Market page. Vendors are responsible for alerting the Market Manager to any changes required on their Market website page.
- c. Vendors will be asked to participate in variety of advertising initiatives, such as trivia questions. Order of these vendor highlights is chosen by equitable spread across all vendors that are interested in participating. Remember that there are over 80 vendors at any one time that all need to be highlighted equitably.
- d. Vendors should advertise their own presence at the Market through whatever methods are most appropriate to their business, especially social media. Vendors are encouraged to tag the Market on relevant social media platforms, which will spread your message across to Market followers.
- e. The Market is not responsible for attracting people specifically to any one booth.

## 11. Outdoor vending - additional rules

- a. As per the terms of the Market insurance policy, all canopies must have appropriate weights on all legs to prevent canopies from being windblown.
- b. Vendors are responsible for their own canopies and must have canopies that are in good working order.
- c. Market insurance covers fresh produce liability. Market insurance does not cover any prepared food liability. We encourage all vendors to ensure they have appropriate business insurance.
- d. To protect the integrity of the Market, produce vendors **may not** sell any items that they do not grow themselves, unless they have express consent to do so **and** they clearly indicate where the product is from.
  - i. If a vendor is found selling items they did not grow and do not have prior permission to sell, the vendor will receive one warning. Thereafter, the vendor will receive a fine. Repeated offences may result in removal of vending approval.
- e. Produce vendors may not indicate their items are organic, unless they have certified organic status from the relevant Canadian governing body.
- f. Outdoor vendors may not leave early if sold out, due to safety concerns of vehicles leaving. The only exception is in severe inclement weather (see 13.b).

- g. Some outdoor vendors may be allocated space that allows vending direct from vehicles. Please check with the Market manager whether your space allows vehicle or trailer to remain during Market.

## **12. Formal enforcement procedures**

- a. The Rules indicated above are to be followed by all vendors. If rules are violated, consequences may include (at the Manager's discretion): verbal or written warnings, fines, revoking of vending privileges either temporarily or permanently. Fines schedule can be found in the Annual Fee Schedule.
- b. The Market Manager is empowered to immediately evict from the TBCM anyone consistently break the rules, or acting in such a fashion that could be construed as detrimental to the TBCM on a day-to-day basis.
  - i. The President of the Board will be copied in on any such notices.
  - ii. The Board as a whole will be updated at the next board meeting.
- c. If a vendor has issues with the Market Manager or another vendor, they should first approach the other party with their concerns.
  - i. If the matter cannot be resolved between two vendors, they may ask the Market Manager to intervene.
  - ii. If the matter between a vendor and Market Manager cannot be resolved, the vendor may write to the Board outlining the issues and how they wish to resolve the issue. Letters to the Board must go through the Board Secretary ([info@thunderbaycountrymarket.com](mailto:info@thunderbaycountrymarket.com)) or handed to a Board Member in a sealed envelope requesting it to be presented to the Board. Board members are listed on the TBCM website.

## **13. Emergency procedures**

- a. The Market Manager will maintain a list of vendors / vendor employees that have current First Aid / CPR training. Vendors will be asked to volunteer to attend paid training to increase trained respondents.
- b. In case of severe inclement weather such as lightning, outdoor vendors will be able to leave early if the safety of themselves, their employees or customers is at risk.
- c. In the case of severe winter weather, the Market Manager may determine in conjunction with the Board President to not open the Market at all or to close the Market early. This decision will be guided by following advice of Thunder Bay Police Service and assessing whether schools, bus lines, etc are also closed.
  - i. If the Market is deemed to open during such inclement weather, no penalties will be levied against vendors unable to attend due to road conditions where they live.