

Aurora Farmers' Market & Artisan Fair

CONSTITUTION



Initial each section

1. Location

Aurora Town Park and Wells Street between Mosley and Metcalfe Streets.

2. Market Operation

- a) Every Saturday from 8:00 a.m. until 1:00 p.m.
- b) First Saturday in May to the last Saturday in October.
- c) Indoor Market dates and times as designated by the AFM Board of Directors.

3. Farmers' Market Board

- a) The administration of the Aurora Farmers' Market & Artisan Fair shall be under the jurisdiction of the AFM Board of Directors.
- b) The Aurora Farmers' Market Board must be comprised of at least two-thirds of vendors who are in good standing.
- c) Up to 9 members will be elected annually to the AFM Board at the Annual General Meeting.
- d) Executive positions including Chair, Vice-Chair, Secretary, Treasurer and 5 Directors will be decided upon by the AFM Board and approved at the AGM.
- e) If a Board member resigns or is absent for 3 consecutive meetings, a replacement shall be voted upon by the whole Board.
- f) The date of the Annual General Meeting will be on the 3rd Tuesday in November.
- g) The Constitution shall be reviewed annually by the voting members at the Annual General Meeting.
- h) Each Director will be a member of the AFM Board and will be responsible for recruitment for their following sub-committees: Special Events, Marketing & Media, and Indoor Markets & Other Events.

4. Vendor Eligibility

- a) All new vendors will be subjected to a three (3) week trial period and fees must be paid in full.
- b) All Vendors selling at the indoor and outdoor Market shall be paid-up vendors in good standing of the Market and shall live or conduct business within 100 km of Aurora.
- c) Market vendors will be invited to the Annual General Meeting and will have voting privileges.
- d) When voting is required, the registered vendor is allowed one vote.
- e) Applications by vendors shall be made to and reviewed by the AFM Board.
- f) A vendor is responsible for providing verification that 70% of saleable products are made or produced or grown by the vendor. Up to 30% of the produce may be resale of other local growers' produce, subject to the approval of the AFM Board.
- g) Items not produced by the vendor must be documented and verifiable by the AFM Board. This ratio may vary week-to-week and be averaged over the season not to exceed 30% of the total product.
- h) Artisan's items must be at least 70% hand-made and not manufactured goods.
- i) The Aurora Farmers' Market is a member of Farmers' Market Ontario. As a member, we must maintain a 51% ratio of Farm & Food vendors to all other vendors.
- j) All Food vendors and Farmers selling prepared food **must** have and display the Safe Food Handling Certificate.

5. _____ Vendors' Membership Fees

- a) A vendor's permit fee, payable to the Aurora Farmers' Market, shall be charged annually upon acceptance. The vendor booth fee will be set by the AFM Board annually. This fee includes the Town of Aurora permit fee.
- b) Subletting of stalls is not permitted, except for a member of the Vendor's immediate family, staff, and in that case, with the approval of the AFM Board.
- c) Within the first four weeks of the season, any vendor who wishes to forfeit or cancel their seasonal permit may request a refund for the unexpired portion of the fee, provided that seven days' written notice is given, minus a \$30 administration fee and the permit fee.
- d) For AFM members to have the privilege of voting rights, all fees and charges from past indoor and outdoor markets must be paid-in-full.

6. _____ Allocation of Space

- a) Individual stall sizes are 10'x 10', 10'x 20', and 10'x30'.
- b) Each Vendor in good standing and complying with the rules of this agreement may renew their stall(s) for the following season if done by March 1 of the Market year.
- c) Any application received after this date will be reviewed, and if accepted, will be designated a stall area as space permits.
- d) Any conflicts in stall allocation will be arbitrated by the AFM Board.
- e) A vendor is responsible for informing the AFM Board and the Market Coordinator in advance early in the week if he/she is not able to sell on a specific Market Day.
- f) Non-profit/Community groups may be permitted free space at the Market at the discretion of the AFM Board.

7. _____ Set-up

- a) Vendors must be set-up and ready for business by 8:00 a.m. on Market Day. For a vendor not present and ready by 7:45 a.m., the AFM Board shall have the right to allocate his/her booth space to another person for the duration of that day. Vendors must notify the Market Coordinator of any delays.
The AFM Board shall not, by such action, be deemed to have condoned the Vendor's absence, and the vendor remains responsible for the fee pertaining to that day. If a vendor does not show up for 3 consecutive Market dates without informing the AFM Board, the permit holder shall forfeit their designated spot and any fee for the unexpired portion of the term shall be forfeited.
- b) No vendor should leave the Market prior to 1:00 p.m., unless previously arranged with the AFM Board.
- c) Tents must be secured and in place before the designated opening of the Market to ensure safety. All tents and frames must be dismantled and taken home at the end of each market day.
- d) Garbage and Recycling must be taken home
- e) The AFM Board or designate shall have the right to approve any signs, decorations or displays in the vendor's space and to request changes or removal of them.
- f) Vendors will be requested to relocate vehicles not needed in their display within their designated area.
- g) No vendor shall make any change or alteration to Town property.
- h) A stall must always be attended by a responsible person. No objectionable means of soliciting shall be tolerated.
- i) Neither the Town of Aurora, nor the Aurora Farmers' Market & Artisan Fair or its Board members will be held responsible for items destroyed by fire, vandalism, theft or any other cause.
- j) Stereo equipment, televisions, VCR's, or any other electronics or machinery which produces sound will not be permitted, unless with the approval of the AFM Board or the Town of Aurora.
- k) Vendors shall not block walkways or fire exits or other vendors' stalls.
- l) All vendors must have any permits or licenses (i.e. Health Dept., etc.) in full view while conducting business at the Aurora Farmers' Markets, both indoors and/or outdoors.

8. Range and Origin of Products

The vendor shall sell from his/her stall(s) only those items listed on their application that were approved by the AFM Board. Once approved, any changes or additions **must** be approved by the AFM Board. Items not approved may not be sold at the Market and must be removed immediately from a vendor's booth. Ontario grown produce or Ontario meat may be sold when seasonally available and Hot House produce may be sold when not seasonally available locally, upon approval of the AFM Board. No Vendor shall sell produce labeled "Organic" or "Organically Grown" unless the produce is grown on a certified organic farm and certification can be produced. Signage must comply with OMAFRA (www.omafra.gov.on.ca) and FMO (www.farmersmarketsontario.com) standards.

Examples of Acceptable Items, but not limited to:

- Garden produce (vegetables and fruit)
- Bedding plants
- Honey
- Cut and dried flowers, shrubs, and trees
- Poultry and eggs – must be kept refrigerated as per public health directive
- Crafts
- House plants, potted plants
- Maple syrup
- Baked goods and preserves
- Meat and fish – must be kept refrigerated as per public health directive
- Apple cider
- Herbs and spices
- Cheese – must be kept refrigerated as per public health directive

9. Vendor Responsibilities

- a) All vendors agree to the conditions as outlined in the permit as required by the Aurora Farmers' Market and Artisan Fair and the Town of Aurora.
- b) All vendors are responsible for compliance with York Region Public Health regulations.
- c) All vendors shall label their product clearly by type and prices.
- d) Vendors are responsible for keeping their stall area neat and clean at all times. At the end of the Market Day, **the Vendor is required to remove everything from his/her space and sweep the selling area.**
- e) Each Vendor is responsible for:
 - (i) Safely anchoring their booth/canopy
 - (ii) Bringing his/her own table, chairs, and display tools
 - (iii) Bringing his/her own containers (baskets, bags, boxes, etc.)
 - (iv) Bringing his/her own cash box and change
 - (v) Cleaning up around his/her own area at the end of the day.
 - (vi) All vendors parking a vehicle in the park must supply suitable boards for under the tires to prevent damage to the grass.
- f) Neither the Town of Aurora, York Region Public Health nor the Aurora Farmers' Market allows smoking, cannabis or vaping in the Town Park or in the designated market area, including booths. Failure to comply may result in removal from the Market.
- g) Given that the Town of Aurora prohibits political "campaigning" on Town property, this ban extends to the Aurora Farmers' Market and Artisan Fair operating in Town Park.
- h) Vendors are responsible for providing their own (working) power cords

10. _____ Stress Pricing

Distress pricing by a vendor will not be allowed or tolerated. Prices for similar or equal products with a possible 25% variation is an acceptable range variation. The market has implemented a fair percentage range that is reasonable for all vendors. It is expected that each vendor will act professionally and fairly selling the same product. Undercutting prices or "dumping" of products will result in a stern warning on the first offence. Second offence will result in an automatic shutdown of their market booth for the duration of the market day. Third offence will be a termination of the vendor and a loss of the outstanding fee.

11. _____ Regulatory Agencies

- a) Vendors are responsible for obtaining all permits required in the production and sale of their goods.
- b) Compliance with both Provincial and Federal Sales Tax Regulations is the responsibility of the individual Vendor.
- c) No person shall sell or offer for sale food that does not conform to the Health Protection and Promotion Act, and all regulations.
- d) No Vendor shall sell produce labeled "Organic" or "Organically Grown" unless the produce is grown on a certified organic farm and certification can be produced.

12. _____ Insurance

Our policy specifically excludes any liability arising from a vendor/producer of any alcohol sold or sampled at a farmers' market and our policy does not provide coverage for storefront commercial owners or other businesses whose primary operations occur away from the farmers' market. The exclusion does not include "on-farm stores" operated by the farmer/producer's own property.

An approved vendor must provide (2) separate certificates of insurance (COI) from your insurance provider: 1) Naming the Aurora Farmers' Market as an "additional insured" 2) Naming the Officers & Directors of Farmers' Markets Ontario, 54 Bayshore Road, Brighton, ON K0K 1H0 as an "additional insured"

A Certificate of Insurance must be received prior to opening day. No vendor will be able to set up without it.

13. _____ Penalties

- a) Any vendor who contravenes any of the provisions of this Constitution, its policies, the Aurora Farmers' Market By-law or the Town of Aurora's By-laws may be subject to the cancellation of their permit by the Town of Aurora as recommended by the Aurora Farmers' Market Board.
- b) Any vendor who contravenes any Board decision(s) may be subject to the cancellation of their permit.

14. _____ Emergency All Vendors Meeting(s)

Where there is a need expressed by a member of the Board to convene a general meeting to deal with a specific issue, a 2/3 majority of the membership must be in favour of holding that meeting.

15. _____ Contest Board Decisions

Any member has the right to take any decision of the Board to the general membership to be voted on by the membership.

16. _____ Constitution Amendments

The Constitution shall be reviewed annually by the Aurora Farmers' Market Board and may be amended and adopted by the affirmative vote of the majority of those present at an annual or special meeting of the members. The notice of which, includes the proposed amendments or an accurate summary. Such notice shall be e-mailed to the members at least (4) weeks prior to the date of a duly called meeting.

This constitution of the Aurora Farmers' Market & Artisan Fair comes into force upon approval of the general membership and when duly signed by the following Executive Members of the Farmers' Market Board.

<u>Cathy Williams</u>		<u>Chair</u>		<u>ANNE WATERS</u>		<u>VICE-CHAIR</u>	
Board Member (please print)		Title		Board Member (please print)		Title	
<u>Cathy Williams</u>		<u>Nov. 24/21</u>		<u>Anne Waters</u>		<u>Nov. 24/21</u>	
Board Member Signature		Date		Board Member Signature		Date	

Vendor Name and Representing Agents (please print)

Vendor and representing Agents Signature

Signed this _____ of _____, in the year of _____.