

RICHMOND MARKET

RULES AND REGULATIONS 2023

Richmond Market provides the opportunity for local farmers /producers and artisans to sell their products directly to consumers. The function of the market is to develop, promote and market local vendors of the market in order to enhance the viability of the market producers and artisans in a manner that respects and contributes to the on-going well-being of the local community

The goal for the market: the majority of Vendors must “make, bake, or grow” the products that they sell. A mix of products that is 51% or more locally grown or raised, 47% crafts or artisan products, and 2% of other vendors (ie: local small business’s) is desired in the market. We do allow a very limited amount of direct sellers 1 to 2% of the vendors in the market.

If the market does not reach 51% producer all food product vendors must adhere to Ottawa health food preparation regulations as opposed to farmers market food preparation regulations

If a farmer/vendor has his/her own grown produce and wishes to sell grown goods from a family members farm that may not be local to Richmond. This practise is allowed. Items must be of Canadian origin.

For food, craft, and artisan vendors it is understood that some ingredients are not available in Canada

1. Overview

The RICHMOND MARKET provides the venue, promotes the market and will collect statistics on vendor makeup, vendor success and customer volume for marketing purposes and for the information of vendors & future vendors. RICHMOND MARKET will make suggestions and provide information to all potential vendors of the market. At no time does RICHMOND MARKET guarantee sales, contract and/or pay any vendor to be part of the market.

A market coordinator/volunteer will be onsite by 8am to direct and enable new/single day vendors for set up. Established vendors who have assigned booths may set up at any time

The RICHMOND MARKET has liability insurance for its patrons, but does not cover the vendor’s liability. Vendors are strongly encouraged to obtain their own liability insurance. All vendors at the Market shall adhere to and support a positive market environment by acting in a responsible, respectful manner at all times, treating all others with respect.

The RICHMOND MARKET celebrates a vibrant and diverse community by providing free weekly space to community organizations. However, organizations or vendors promoting any type of hate or prejudice are not allowed, and if found to be present will be immediately asked to leave.

2. Venue (new location)

- a. Richmond Market will be located at St John the Baptist church at 67 Fowler Street in Richmond and held on a Saturday for all market dates. There is no electricity available outdoors at this location and indoors there are limited power outlets which require a fee to use. Vendors who require power outdoors must bring their own generator. Generators must be pre approved by market coordinator and be under a set amount of decibels.
- b. **Due to the new location having Sunday church services the Market hours are Saturdays 10am to 3pm.** We will be hosting a spring indoor Market Apr 1st, 8 indoor/outdoor markets and 1 indoor Christmas Market Nov 25th ..

Seniors and physically challenged individuals are invited to come to the front of the line at any times that there are line-ups to get into the market.

- c. Market Coordinator will make the venue available for setup at 8 am. Vendors must be ready to sell at 10am, with vehicles and/or carts removed a minimum of 30 min prior to open. No Vendors will be allowed into the outdoor market with a vehicle to start their setup after market opening unless there is an outer stall accessible. All Vendors must remain open until market close.
- d. During special events the Market hours may be altered.
- e. In the event of weather conditions which could prove hazardous to Market participants, Market Coordinator will make efforts to inform all vendors personally via email or phone as well as any announcement regarding a change due to extreme weather conditions will be posted on Facebook, Richmond Market website, and any other social media deemed appropriate as soon as possible. At times of inclement weather we will attempt to move all vendors indoors as space permits.
- f. Stalls will be allocated by the market coordinator, based on product placement, and vendor preference.
- g. Vendors will be allocated a uniform stall space of 10' X 10' outdoors and a single 6 foot table indoors. Vendors must center the front of their booth on the numbered marker. No vendor will be allowed to set up their booth in front of or past the booth marker out into the aisle. Full-season Vendors, in good standing, will be assigned a general location in the Market footprint; Weekly Vendors will be fit in where there is space available.
- h. Vendors are not guaranteed the same spot, but attempts will be made to accommodate where possible.
- i. The Market Coordinator may move a vendor for reasons of safety, health, product compatibility or other valid reasons.

3. On-Site Market Coordinator

The market is managed by an On-Site Market Coordinator, or designated Market Coordinator who is contracted by the Richmond Market. The On-Site Market Coordinator is authorized to explain, apply, and enforce the market rules. They may advise, issue warnings, or expel vendors for noncompliance with these rules

The On-Site Market Coordinator has the authority to verify any information provided on the application form, or the submitted documentation including product authenticity.

4. Vendor Rates, Fees, and Payment Deadlines

All market fees are due upon acceptance (within 24 hrs of vendor being accepted into the market)

In the past we experienced a very high volume of vendor applications and some vendors experienced disappointment when their vendor acceptance had to be rescinded when fees were not paid.

Vendors will not be contacted by phone with reminders to pay their fees on time.

- a. **Full Season Vendor:** (\$25 per day) a full season of all 8 outdoor/indoor market Saturdays. Total \$200
The spring indoor market and the Christmas Market are separate from the season fees.
- b. **Block Vendor** - 5 market dates of your choice (35\$ per day) total \$175
Full payment due within 24hrs of acceptance notification by Market Coordinator. The spring indoor market and the Christmas Market are separate from the season fees.
- c. **Daily Vendor** (\$40 per day)
Full payment due within 24hours of acceptance. Any changes to submitted dates will only be allowed if there is room within the market and changes cannot be submitted less than 2 weeks prior to the original choice of date.

- d. **Christmas Market and Spring Indoor Market 60\$ per day.** The Spring indoor market will be held April 1st and the Christmas market will be held Nov 25
- e. **Junior and Senior Entrepreneurs-25\$ per day** discounted daily rate for junior entrepreneurs who are under legal age, and Seniors who are vending very small amounts or never have been a vendor.
- f. Standard E-transfer is the preferred form of payment. Do not send passwords. The market account is set up for auto deposit. If you do not see the auto deposit notification prior to sending please check with your own financial institution. No cell phone app payments are accepted. Each e-transfer MUST list the vendors name or name of business somewhere within the e transfer. Other forms of payment such as cash, credit card, paypal (extra fees will apply for paypal) will be accepted but alternative payments must be set up with the market coordinator well in advance of the market registration deadline. Cheques are not accepted for payment.
- g. **No show/late cancellation penalty fine** If at any time a vendor fails to show up or cancels the night prior they will be removed from the market pending payment of a no show fee of 50\$.

5. Payments/Transfer of vendor payments/ Refunds /Receipts

- a. Payments are non-refundable and non-transferable with few exceptions.
 - i. If a vendor submits a deposit and is not accepted into the market the deposit will be returned.
 - ii. If the market has to be cancelled or postponed, the vendors will be notified and the coordinator will deal with credit or refund to vendors on a situation by situation basis.
- b. If a vendor is removed from the market, arrives after the designated setup time, or arrives after the market has opened, no refund will be issued. Coordinator will attempt to fit in a late vendor where possible. If vendors arrive after setup time on more than one occasion the coordinator is not obligated to make space in the market.
- c. Vendor payments are not transferrable. ie: a vendor may not transfer their vendor payment to another vendor who has not gone through the registration process
- d. If vendors fail to pay the balance of their fees by the deadline they risk being removed from the market.
- e. All payments for the market from vendors are completed digitally. Proof of payment notifications are sent to each vendor by their respective bank when e-transfers are made. If a vendor requires a specific receipt generated they must contact the coordinator separately to request a receipt. No receipts will be issued after the market season is ended.
- f. There are no refunds for vendors who decide to withdraw or stop attending the market. There is a multi step procedure for registration and payment and vendors are responsible to verify their own schedule prior to submitting payment. The market has a long season and vendors can choose to change dates (date change is subject to market room and availability).

6. Vendor Applications

- a. Vendor Applicants must submit their registration application listing all items sold, to be approved by the market coordinator. Electronic submission is preferred. Link to registration form is posted on the market website and on facebook. Please contact the Coordinator at info@richmondmarket.ca if you require assistance.

- b. If a vendor prefers the paper form to submit they are still bound by the market registration and payment deadlines and it is up to each individual vendor to make sure the paper form and payment is delivered to the market coordinator well in advance of the registration deadline.
- c. Priority will be given to vendors committed to attending the full season. Only full season vendors will have choice of the area of the market they would like to have for their seasonal booth.
- d. Re-sellers are not permitted with the exception of vintage/antique sellers. Due to the proliferation of attempts of re-seller vendors in the past (who order produce from the food terminal and/or buy products from farmers/producers for resale.) Richmond Market will conduct onsite producer/farm inspections if deemed necessary for verification.
- e. Daily vendors are subject to space availability and must book and pay on the day of acceptance. Registration closes Wednesday at noon prior to the weekend of their choosing.
- f. Any changes to submitted dates will only be allowed if there is room within the market and changes cannot be submitted less than 14 days prior to the original choice of date. If there is no room the vendor is obligated to either attend their original dates, or forfeit their fees for non attendance.
- g. Vendors may request up to two (2) stalls with the understanding that the second stall will be based on availability and approval of the Market Coordinator. Discounts are not available for multiple stalls.
- h. Vendors who withdraw from the market and have a change of heart will only be permitted back into the market if there is space and/or the market coordinator/s have not replaced them with another vendor selling the same or similar product.

7. Products

- a. Majority of vendors at the market must grow (raise), bake (cook) or make the products they vend with the exception of certain prepared foods, craft, artisan vendors, local services, and direct sale MLM.
- b. The market will only accept a very limited amount of direct sellers 1-2% of vendors. Type of direct sellers accepted is at the discretion of the Market Coordinator/Committee.
- c. Vendors selling a service are permitted only at the discretion of the Market Coordinator/Committee. If the service is within Richmond Village and local area and directly benefits the residents ie: snow removal, dental, chiropractor, etc. those vendors will be allowed into the market if space permits.
- d. It is understood that some ingredients are not available in Canada. In the case of some prepared food products (e.g. ice cream by the cone/scoop, bread, crepes, etc.), the Vendor(s) does not have to grow the ingredients themselves, but must make the product. The only exception to this would be a vendor who sells a prepared product where a number of ingredients to make the product are purchased. All arts and crafts must be hand-made. The use of local ingredients/materials, where practical, is strongly encouraged. It is up to the Market Coordinator to enforce this based on the market rules.
- e. Overall product mix and balance already at the market.: The market coordinator will determine if a cap is required to ensure that a reasonable mix of products is available.

- f. Products grown or produced at a location, or by an individual not identified on the application form are not eligible for sale. Re-sellers with the exception of vintage/antique vendors are not permitted at the market. All items must be pre-approved by market coordinator
- g. All food items sold at the RICHMOND MARKET, the vendor is solely responsible for ensuring that preparation, packaging and labelling are in accordance with all laws, regulations and rules as specified by Local, Provincial or Federal Government Authorities.
- h. For individual, non-packaged items the product must be stored accordingly to same laws and regulations and an ingredient list must be available at the vendor's booth.
- i. In order to claim a product is certified organic, vendor must be prepared to show certification. The product must be clearly labelled in accordance with certified organic regulations. The Vendor is solely responsible for maintaining these records.
- j. Vendors selling meat products are solely responsible for ensuring all meat products were slaughtered at a provincially/federally inspected abattoir and are responsible for providing valid documentation upon inspection. Any on-line or special-order products where the customer picks up or pays for the product at the Market must adhere to the RICHMOND MARKET Rules.
- k. Ungraded eggs from small producers are not permitted at the market due to Ontario egg producer regulations.
- l. All products must be clearly priced either on the product itself or using a sign for a group of products.

8. Vendor Responsibilities and Conduct

- a. Vendors are required to provide and erect their own booth (table/s, chair(s), and shelter outdoors. Richmond Market does not provide a setup service. Shelters must be secured with sufficient weight (40 pounds per leg to prevent them from being blown over. Unsecured shelters create a safety hazard and are not permitted. The Market Coordinator has the authority to request the removal of any inadequately secured shelter. Tents larger than 10x10 are not allowed unless a Vendor has purchased a double space. The front of the booth/tent must be centered on the marker. If 2 vendors who are not immediate family and not part of the same registered business wish to combine their booths they still must each pay individual registration fees and both vendors must sign/submit their own registration. Full Season vendors will have a priority on choice of area if available. Block, and single day vendors will be fit in to the market layout where there is space.
- b. All equipment must be sufficiently and safely anchored/weighted to the ground outdoors. Front of booth is to be centered on marker. Vendors are not allowed to set up their booth extending into the aisle. If a vendor wants to sell from a table instead of erect a canopy they may do so as long as their booth is presented in a professional manner.
- c. Vendors who are granted access to electricity indoors are responsible for supplying their own extension cords. Extension cords must be in compliance with outdoor use and a 12-gauge minimum. At no time are vendors allowed access to electricity without permission and risk expulsion from the market.

- d. Vendors must attend/or have a representative run their booth all dates of their vendor agreement. If they cannot attend, they must notify the Market Coordinator.
- e. Vendors must remain open during the hours of the market. No vendor will be allowed to pack up their booth and leave the market during market hours. Exceptions will be made in emergencies. Market coordinator must be notified and 2 safety people must accompany and direct vehicle out of market. Running out of stock is not considered an emergency. The only time the market will close early is if inclement weather becomes a safety concern.
- f. If a vendor cancels on short notice on 2 occasions, be it consecutive or separate they can/will be removed as vendors from the market at the discretion of the market coordinator and each occurrence will face a no show fine of 50\$. There are no refunds for non-attendance or vendor withdrawals. Short notice cancellations have a detrimental effect on the market. Valid emergencies and unforeseen circumstances will be taken into account by the market coordinator/committee.
- g. No Show policy: Vendors who do not show up for their booked date/s will immediately be removed as a vendor in the market pending review. The "no show fee" must be paid and the vendor communicates the reason for their absence to the market coordinator and/or committee in order to be allowed back into the market. Low vendor sales or the chance of inclement weather will not be accepted as a substantiated reason for non-attendance. The vendor also may not be accepted back into the market in the future. Reasonable emergencies/accidents and other substantial reasons for non attendance will be accepted on a case by case basis.
- h. Vendors are required to display the pricing of all products for sale.
- i. Vendors are responsible for the conduct of any helpers &/or family members and children brought to the market. Any misconduct by helpers or vendor family members may result in Vendor being banned from the market. Absolutely no aggressive/abusive behaviour towards market staff will be tolerated.
- j. If applicable, Vendors are solely responsible for adhering to all Food Packaging, Handling and Labelling requirements in accordance with federal, provincial and municipal Health Unit requirements.
- k. There may be more than one vendor per market stall provided that each vendor is involved in production of the items for sale and part of the same registered business. Each individual vendor must complete the Vendor Application form agreeing to abide by the rules of the market and attesting that they are involved in production. If they are sharing the same booth it must be listed clearly on registration. At least one registered Vendor or farm employee must be present at all times during the market. Only vendors from the same immediate family may share one booth and have different products but all products must be setup and displayed as a combined business. Vendor booths will not be partitioned to accommodate separate businesses. Mailings and notifications are sent to one point of contact per booth.

- l. Vendors may request a location with electricity access (if the market location has access to electricity) with the understanding that these locations and the amount of power are very limited and may only be granted by the Market Coordinator in situations where a genuine need exists. Indoor power is 15\$ per day.
- m. Vendors are allowed to pull their vehicle up to their stall and park it behind/beside their booth for the duration of the market only if there is room in the market footprint.
- n. Vendors may request a location with vehicle access (rear area or roadside of outdoor market) with the understanding that these locations are, limited, and may only be granted by the Market Coordinator in situations where a genuine need exists. Priority is given to full season vendors and those with large trucks and trailers.
- o. Vendors must display a sign in their booth identifying themselves, and their contact information. (business cards on the table are permissible in place of contact information posted on the vendors sign) Any required documentation, ie: Health Canada Cosmetic notification numbers for soap, bath and body vendors, ie: Certified Organic (if applicable), must also be displayed. Signage outside vendor booth space is at the discretion of the Coordinator.
- p. Absolutely no signage will be placed in front of the booth where customers walk.
- q. Vendors are responsible for their space and are encouraged to make it attractive. If a vendor is providing samples to customers, vendor must have their own garbage can for wrappers etc. Food samples are allowed as well as take out samples for customers to consume at home are permitted.
- r. It is the responsibility of vendors to clean their area after each market. If a space is not cleaned and garbage removed after the market vendors will be charged for garbage removal. The garbage cans placed around the market are for market customers only. Vendors must remove all of their own garbage. Absolutely no product packaging or booth display items are allowed to be put into market garbage cans. If vendors continue to leave garbage and not clean up their space they can and will be removed from the market by the market coordinator. If a vendor has to be removed from the market for failure to remove their own garbage they forfeit all vendor fees.
- s. Aggressive hawking/yelling to promote products is not permitted. Vendors are not allowed to walk up and down the market or any line ups asking people to come to their booth. Vendors are encouraged to address customers as they pass, by saying hello or inviting them to try a sample or view their products. Interfering with customers from another vendor is not acceptable. Vendors are prohibited from moving any lanes or barriers placed in the market.

9. Licensing, Insurance, and Taxation.

- a. Vendors are solely responsible for obtaining all relevant licenses, permits, liability insurance, inspections and certificates for the sale of their products.

- b. Compliance with both Provincial and Federal Sales Tax Regulations is also solely the responsibility of the individual Vendor.
- c. Vendors must not sell any items prior to opening of the market. Market Coordinator will announce the Market start to ensure all vendors are notified
- d. Vendors must remove all vehicles/carts etc a minimum of 30 min prior to the start of the market or depending where their booth is located, when the market entrance (and barriers if needed for covid) is set up at 8am (reference 6.1) the opening of the market and cannot re-enter the market with a vehicle/cart to close their booth until the closing of the market.

10. Community Groups

- a. The 'Community Table' booth is available for free for one market date per Applicant Organization during regular season. If there is no community group booked by the Wednesday deadline during market season an announcement will be made on the market website and on social media. If the table has not been booked, organizations are allowed to book the community group table more than once.
- b. Qualifying organizations must reserve in advance and be confirmed, they must also be able to sign a vendor application and work within the applicable market rules and regulations as well as provide their own tent/tables and booth decor as needed.
- c. Qualifying organizations must be an active presence in the Richmond and area community (such as service clubs, religious groups, youth outreach, non-government organizations, citizen groups, etc.) and possibly some other types of community outreach-oriented groups as judged acceptable by the Market Coordinator on a case-by-case basis.

11. Local Business

Business's local to the Richmond Village and area are welcome to participate in the market as vendors. Local business services must benefit local residents directly and be conducted in the local area. Market Coordinator has the right to limit service oriented business by suitability for the market and as per the desired market density

12. Musicians/Buskers

- a. Musicians when booked will be paid an agreed upon fee to perform during the hours of the market.
- b. It is expected that, the performance will begin no later than 30min after the market opens and will finish 30min before closing of the Market.
- c. Performers are permitted breaks as agreed upon through the scheduled performance.
- d. In the case of a Special Event, fees may be modified and performance times adjusted.
- e. Performers are expected to provide all of their own equipment.

- f. Buskers must apply and be accepted into the market through the vendor registration but will not be charged unless they require booth space.

13. Parking

- a. Unless allocated in an area where the Vendor vehicle is permitted all Vendors must remove their vehicle from the market pedestrian area prior to entrance gate setup 45 min prior to market opening and park in designated areas where parking is permitted.
- b. No Vendor vehicle will be allowed to enter the market after entrance gate is setup. If a vendor arrives after entrance gate setup and no outer booth space is available they will not be allowed to set up and will forfeit their registration for that day.

14. Product Challenges, Complaints, Disputes, and Misconduct

- a. We wish to maintain a cooperative and positive atmosphere at the Market. Vendors are requested to address concerns to the market coordinator (not to customers or other vendors). If a vendor has an issue with the function of the market they are to address the market coordinator.
- b. Formal complaints must be provided in written form to the Market Coordinator. All verbal complaints, concerns and comments brought to the attention of the Market Coordinator will be considered.
- c. The Market Coordinator has the authority, based on his/her judgement of the severity of the incident/misconduct to immediately ask a vendor violating the Market rules to cease vending and leave the Market. A follow-up meeting will be organized with all parties to review the incident. In cases where a vendor is directed to leave, vendor fees are forfeit.
- d. Non-compliance of the rules will be dealt with as follows:
- e. First offence - verbal warning by Market Coordinator
- f. Second offence - written warning from Market Coordinator, with a copy retained for record.
- g. Third offence - Market Coordinator, will review the occurrences and may suspend vending privileges, minimum of 2 weeks or indefinitely depending on severity of incidents. Fees will not be reimbursed.
- h. Vendors are responsible for all helpers &/or family members. All minors must be under the supervision of their parents and no small children will be allowed to wander the market unsupervised by parent or guardian.
- i. If a vendor helper &/or family member is disruptive or their conduct is hampering, or endangering the safety other vendors and customers. Depending on the severity of the misconduct, they and the vendor will receive one warning from the market coordinator. If the behaviour continues, that helper &/or family member will be required to leave the market. If the helper is a minor the vendor will also be required to leave.
- j. If the misconduct is severe, and/or endangering the safety of anyone, the helper&/or family member as well as the vendor will be informed that they must immediately leave the market without an initial warning. Depending on the severity of the misconduct, Ottawa police will be contacted.

- k. Each incident will be dealt with on a case by case basis depending on the severity of the incident. In cases where vendor is directed to leave vendor fees are forfeit.

15. Product Challenge Process

- a. Any person has the right to raise concerns regarding a product.
- b. All concerns must be written, signed and brought to the attention of the Market Coordinator
- c. If a formal investigation is launched, the protocol will be as follows:
 - i. Market Coordinator will approach the Vendor of the challenged product with a copy of the received concern . The challenged product must be removed until the process is completed.
 - ii. The Vendor will have the opportunity to provide a written response.
 - iii. A Vendor who doesn't provide any response within 14 days of receiving the letter is presumed to accept the fact that the challenged product does not meet the Market criteria and will remove the challenged item immediately.
 - iv. If the Vendor's response is satisfactory to the Coordinator and addresses the concerns raised there will be no further action. The Market Coordinator, will give the Vendor a written notice indicating that the challenged product(s) abides by the RICHMOND MARKET rules.
 - v. If the Coordinator upon reviewing of the vendor's response, decides the concerns are not addressed, they will give the vendor a written notice indicating that a decision has been made and the Coordinator does not believe that the challenged product meets the RICHMOND MARKET rules. The notice will ask the vendor to remove the challenged product immediately.
 - vi. A decision by the Coordinator can be appealed if additional or new information is made available.
 - vii. Once a product has been challenged, and has received Coordinator approval, a copy of the decision will be kept on record. The Coordinator will have the option to investigate new challenges of previously challenged products.

16. Market Agreement

- a. All Vendors must complete and electronically submit/or sign a Market Application form stating that they have read, understood and agree to abide by the Market Rules and Regulations and Code of Conduct without exception. Submission of the electronic form confirms that the vendor agrees to abide by these posted rules.
- b. The RICHMOND MARKET Coordinator reserves the right to change and/or amend these Rules and Regulations for the RICHMOND MARKET. Changes and additions may be made at any time when necessary at the discretion of the coordinator but the rules will only be reviewed yearly unless changes are necessary.
- c. All registered Vendors will be advised of modifications to this document.

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