

Vendor Handbook 2025

We, Withrow Park Farmers' Market (WPFM), envision a local, sustainable economy that strengthens community connection and environmental stewardship. We work to achieve our vision by running a seasonal weekly market that connects you, our vendors, to customers in the Riverdale neighbourhood.

We are an incorporated nonprofit organization, overseen by a local volunteer Board of Directors and administered by staff (a market manager and a market assistant).

This vendor handbook outlines policies and procedures you and all other vendors must follow, and reflects our larger policy manual.

Contents

Market Location and Hours
Key Contact Information
Vendor Checklist
Vendor Fees
Market Policies - Summary
Appendix: Market Policies

Market Location and Hours

Dates

Every Saturday for 20 weeks, from June 7 to October 18, 2025, inclusive.

Location

Withrow Park. The northeast corner of the park. One block south of Danforth Avenue, between Logan Avenue and Carlaw Avenue. The address is 725 Logan Ave, Toronto, ON M4K 3B9

Market Hours

Open to the public 9 am - 1 pm every Saturday - Rain or Shine!

Vendor set-up and take-down are only permitted during specified hours:

Set-up: 7:30 - 8:30 am

Take-down: 1-2 pm

Key Contact Information

Market Manager: <u>manager@withrowmarket.ca</u>

Market Assistant: <u>assistant@withrowmarket.ca</u>

Market Phone: (647) 852-9275

Board of Directors: <u>board@withrowmarket.ca</u>

Website: withrowmarket.ca

X (Twitter): <u>@WithrowMarket</u>

Instagram: <u>@WithrowMarket</u>

Facebook: Withrow Market

LinkedIn: Withrow Park Farmers' Market

Vendor Handbook 2025

All vendors must agree to the following points annually to participate in our market. Only the primary

Vendor Checklist

Business Name	Signature	 Date	
Please send to <u>l</u>	manager@withrowmarket.ca along wi	ith the proof of insurance.	
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specifica	cand my responsibilities for food safety a lly those directly related to the products ww.farmersmarketsontario.com/food-sa	s I sell, as outlined here:	gislation,
	ad and agree to follow all relevant polici olicies in the Zero Waste Manual	ies in the policy manual (noted ir	this document),
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contact for each	n vendor must sign the vendor checklist e at the market.		

Vendor Fees

Fees

The Vendor Fee is a total of three components, as applicable:

- Space (with rates depending on the type of vendor you are)
- Electricity
- Equipment rental

Space

We offer a 10' x 10' space; additional or larger spaces trigger an additional fee.

Prepared Food Vendor:

Full Season: \$1,100 (20 market days)Half Season: \$550 (10 market days)

• Part-time: \$55 per market day

Farmer/Grower

• Full Season: \$900 (20 market days)

• Half Season: \$450 (10 market days)

• Part-time: \$50 per market day

Craft Brewer, Distiller, Winemaker:

• Full Season: \$1,400 (20 market days)

• Half Season: \$700 (10 market days)

• Part-time: \$70 per market day

Artisan

• \$35 per market day

Urban Grower

(a gardener, not a professional farmer; must be located within the City of Toronto, cannot sell food grown on/from City-owned land):

• \$5 per market day

Electricity

\$5 per outlet per market day

Requests for electricity must be made in advance as we have limited electrical capacity.

Equipment Rental*

The market may rent equipment to vendors, subject to availability, and will only offered on an "emergency"/ ad hoc basis. Urban Growers may be provided equipment for free.

- Tent rental: \$20 a week (subject to availability)
- Table rental: \$10 a week (subject to availability)
- Extension cord rental: \$5 a week (subject to availability)

^{*}Includes delivery and removal but the vendor is responsible for set up.

Payment Schedule

To secure a place in the market, vendors <u>must pay 50% of their Vendor Fee by May 1, 2025.</u> Vendors who do not meet this deadline will forfeit their spot for the market season.

The remaining fees must be paid no later than September 1, 2025. There are no exceptions to this. <u>Vendors who have not paid in full by September 1, 2025, will forfeit their spot for the remainder of the season.</u>

Part-time vendors booking **after the season starts** must pay 100% of their Vendor Fee before their first market date or will not be able to participate in the market.

Cancellations and Refunds

All vendors are responsible for notifying the Market Manager no later than 48 hours before the market start if they cannot attend that week. There will be no refunds for a vendor missing a scheduled market day. Please phone the Market Manager in case of an unexpected delay on market day.

Penalty Charge

Vendors will be penalized if they take actions that risk the ability of the market to operate successfully, for example, actions contrary to conditions in our government permits. The following actions will result in a penalty charge of \$50 per instance:

- Using tent stakes or pegs (vendors should instead use weights for tent stability)
- Leaving a mess after the market closes, whether garbage or compost, bagged or not
- Dumping organic material on the ground
- Continuing to sell after the end of market hours
- Failing to attend a market without 48-hour notice (unless exceptional circumstances apply)
- Failure to arrive on time or to leave early (without manager approval)
- Loading or unloading unsafely

<u>Vendors who receive 3 penalties in a market season will be barred from returning</u>. Vendor Fees will not be refunded under these circumstances.

Market Day Operations

Vendor Location

The location of a vendor's space is at the sole discretion of the Market Manager.

Equipment and Storage

Vendors are responsible for bringing all items required each week, including, but not limited to, tents, tables, weather protection, displays, signage, chairs, and electrical cords. We do not offer storage for vendor-owned items.

Stakes and pegs used in the set up of tents are not permitted. We highly suggest you bring tent weights in case of high winds.

Vehicle Access and Parking

Loading and Unloading: The south curb of McConnell Avenue between Fenwick and Carlaw Avenues can be used for unloading and loading before and after the market. Vehicle access to the park is allowed during the <u>set-up hours</u> only via the paved pathway beside the fenced playground area. Vehicles must be accompanied by two designated WPFM individuals while entering and exiting the pathway to ensure community safety. There will be minimum access to this pathway in the afternoon, and large vehicles (including vans and trucks) are not permitted during take-down. <u>Under no circumstances are vehicles allowed on the grass.</u>

Parking, as per City requirements: Each year we secure a parking exemption permit to allow 6-8 vendors to park along the south side of McConnell Avenue between Fenwick and Carlaw Avenue. We prioritize these spots for full-time vendors, particularly those that require electricity. Vendors will be allocated these spots in advance and given signage for their dashboards. Our parking exception permit allows vendors to park here from 7 am- 2 pm on market days.

Besides that, free parking is available on residential streets surrounding Withrow Park and in the Holy Name Catholic School parking lot (across from the market) on a first-come, first-served basis. You are responsible for abiding by area parking rules and refraining from parking in alleys or blocking driveways.

At no time should vehicles stop or park in a way that obstructs traffic flow.

Market permits must be displayed on the dashboard at all times during the Market.

Withrow Park Farmers Market, we will not be held responsible for any tickets or towing levied against vendors while at the market.

Vendor Support

As a member of the market, your interaction with the public reflects the vibrancy and well-being of the market. One of our market goals is to provide an enhanced experience to our patrons by being respectful, courteous and inclusive. We appreciate that our vendors support this goal and aim to provide positive customer experiences throughout the market season.

Further, we appreciate that you charge a fair price to our community, recognizing that our neighbourhood is economically diverse, with residents on both ends of the economic spectrum.

We do not police vendor pricing. But we'd appreciate it if you'd keep the following in mind.

As part of our commitment to supporting vendor financial viability, we keep our vendor fee as low as possible. We run the market on a 'break-even' basis, which aims to provide staff with fair wages and sufficient hours and vendors with reasonable fees so that, together with sponsorship funds and extensive volunteer labour, we can put on a vibrant, popular market that offers delicious and delightful food and community-building interactions to as many people as possible, with everyone – vendors and shoppers alike – finding the market a great experience they want to repeat over and over.

We would appreciate it if vendors held on to the spirit of community and accessibility when setting prices. Our neighbourhood is economically diverse and includes those who may be struggling financially.

Market Policies - Summary

The following summarizes the policies most relevant to market vendors. The full market policies are included in <u>Appendix A</u>.

Producers-Only, Zero-Waste Market

The market is a producers-only market. There may be circumstances where a vendor wishes to sell goods they have not produced themselves. In this case, the vendor must request, in writing, approval from WPFM no later than the Thursday before a market date. The Market Manager may grant approval for specific goods over a specific period. Under no circumstances will a vendor be permitted to resell products purchased from wholesale or other retail sources.

WPFM initiated a zero-waste program in 2019 with the goal of eliminating waste generated at the market rather than simply diverting it. Further details are provided in the <u>Zero Waste Guide for Vendors</u>.

Collecting and Sharing Market Information

Vendors are requested to provide sales and customer information. We use this information to:

- Gain a 'big picture' of market success
- Support decision-making about things like future market composition
- To attract sponsorship
- To help stakeholders like the government, nearby businesses and shoppers understand the economic and social value of the market

Data collected is not used to assess the success or merit of a vendor. We understand sales are not the same as profit.

High-level aggregated anonymous data may be shared among the other vendors, to help them understand how their sales compare with the aggregated average sales.. <u>Detailed or individual vendor information is never shared under any circumstance.</u>

Insurance

Vendors are required to have their own liability insurance. Comprehensive liability insurance shall provide a minimum limit of liability of two million dollars (\$2,000,000) for bodily injury and/or property damage in any one occurrence, shall include a cross-liability clause, shall name Withrow Park Farmers' Market as additional insured and shall provide that it will not be cancelled or materially altered before the end of the market season. We have received positive feedback about Duuo for those looking for an insurance provider.

Severe Weather

The market has always run as a rain-or-shine market. The safety of customers, volunteers and vendors is a priority, and the market may be postponed or cancelled in severe weather. If the market is being cancelled, the Market Manager will do their best to provide as much notice as possible and contact vendors via email, call or text and post on WPFM social media.

Part-time vendors can reschedule to a future market at no cost if a market is cancelled immediately before a scheduled market day.

Up to now, we have never cancelled a market day due to severe weather.

Appendix: Market Policies

1. Market Policies

1.1 Overview

The market is:

- A farmers' market, where the majority of vendors are farmers or food producers
- An organic market of farmers who practice organic and ecological methods and vendors who bake and create with local and/or organic ingredients
- A producers-only market, not a resellers' market
- A zero-waste market

Farmers' market

We follow a farmer to non-farmer vendor ratio as follows: "greater than 50% (e.g. 50% + 1) of the vendors must be producers of farm products who are primarily selling or offering for sale their own products.

Producers-only market

- Farmers must grow, cultivate, or produce what they sell. While they must primarily sell produce from their own farms, they may also sell produce from other local sources if a member of a farming cooperative or if assisting a particular community that cannot access the market due to special circumstances (as in the case of Old Order Mennonites who use horses and carts for travel and transportation). Urban Growers must grow, cultivate, or produce what they sell. An urban grower is a micro-scale vendor selling or offering for sale their own produce. They must be located within the City of Toronto. They may not sell food grown on or from a City of Toronto park, for example, from a community or allotment garden in a park. The City of Toronto Municipal Code Chapter 608-46, Parks, restricts commercial enterprises in City parks, making it illegal to sell food grown on or from City-owned land.
- Prepared food vendors must make the food themselves, in approved commercial kitchens, that they are selling.
- Wine, Cider, Craft Beer and Spirits vendors must be issued an authorization from the <u>Alcohol and Gaming Commission of Ontario</u> (AGCO) for an occasional extension of their on-site brewery retail store within a farmers' market and meet all prescribed conditions of their authorization. AGCO is responsible for authorizing eligible Ontario manufacturers with an on-site retail store to sell 100% Ontario wine, cider, eligible spirits or eligible beer, at Ontario farmers' markets.
- Artisan vendors must make the products themselves that they are selling.

Reselling

While this is a producers only market, as described in the vendor definitions above, there may be circumstances where a vendor wishes to sell goods that they have not produced themselves. In this case, the vendor must request, in writing, approval from WPFM no later than the Thursday before a market date. The Market Manager may choose to grant approval for specific goods over a specific time period. Request and decision records must be maintained with vendor records and will be reviewed on an annual basis for returning vendors. Under no circumstances will a vendor be permitted to resell products purchased from wholesale or other retail sources.

Goods that have been approved for resale;

• Must be clearly labelled with the original source information, including farm/business name and location

• Farmers must purchase from local certified organic, transitional or sustainable farms located in the vendor's own respective community or neighbourhood.

Organic Market

All produce, food items and other goods have to be certified organic or ecologically and sustainably produced.

All vendors are encouraged to acquire organic certification, but WPFM will consider farmers who are not certified organic but can demonstrate the use of ecological cultivation, pest and disease management practices, as well as growers transitioning from conventional to organic agriculture.

Genetically Modified Organisms (GMO) of any kind are not allowed, including as ingredients in prepared foods.

Zero-Waste Market

WPFM initiated a Zero Waste Program in 2019 with the long-term goal of eliminating waste generated at the market rather than simply diverting it. Further details are provided in the Zero Waste Guide for Vendors.

1.2 Vendors

Vendors fall under the following categories:

- Farmer
- Urban grower
- Prepared food producer
- Wine, cider, craft, beer and spirits producer
- Local artisan
- Community group

Farmer

A farmer may sell products that are grown, raised or produced on a farm under their cultivation and intended for use as food, including fruits and vegetables, mushrooms, meat and meat products, dairy products, honey products, maple products, fish, grains and seeds and grain and seed products.

Urban Grower

An urban grower is a micro-scale vendor offering for sale their own produce. A grower who grows their produce on property owned/rented by them or under their direct cultivation where they have the permission of the property owner. Products include produce, herbs, flowers and seeds. Reselling of others' produce is not permitted.

Prepared Food Producer

Processed, value-added and preserved foods may be sold at the WPFM as long as the foods are produced in an approved commercial and inspected kitchen, and the producer is abiding by Toronto Public Health (TPH) guidelines and ensures the proper preparation, storage and handling of such products for the safety of WPFM customers. Vendors belonging to this category will be provided with TPH guidelines when applying for a stall, and are required to obtain a Food Handler Certification.

Any vendor selling food items that are being prepared on-site during WPFM hours for direct consumption or take-away has to follow TPH guidelines in the preparation, proper handling and storing

of such foods, and is required to obtain a Food Handler Certification, and to have a hand washing station in their booth.

Vendors must ensure that peanut-free and other allergy-free foods are prepared in a safe environment. Ingredient lists must be available upon request.

Wine, Cider, Craft, Beer and Spirits Producer

Vendors who wish to participate must:

- Have a valid AGCO Manufacturer's licence:
- Operate an AGCO authorized on-site winery, on-site distillery and/or on-site brewery retail store; and
- Produce Ontario wine, eligible spirits or eligible beer:
 - "Ontario wine" has the same meaning as in the definition of "Ontario wine" in subsection
 1(1) of the <u>Liquor Licence Act (LLA)*</u>
 - "Eligible spirits" means if at least 50 per cent of the volume of spirits in the container holding them is made, from start to finish, at a production site in Ontario
 - "Eligible beer" means that where the full brewing process takes place at a production site in Ontario

All staff that handle alcohol must be at least eighteen (18) years of age and must be certified by the server training program approved by the AGCO Board.

All sales and sampling at farmers' markets are subject to applicable public health measures, legislation, regulations and AGCO policy and procedures, including the Registrar's Sampling Guidelines, available at www.agco.ca.

WPFM defines Craft Beer as: the current maximum size of an Ontario Craft Brewer is 400,000 hectolitres of annual worldwide beer production. An Ontario Craft Brewer is independently owned and is not significantly controlled by a beer company who does not qualify as an Ontario Craft Brewer.

Local Artisan

In line with the values of WPFM, preference will be given to products that use natural, upcycled, eco-friendly, and sustainable materials - including packaging. All products must be hand-crafted locally. Special permission may be given to fair-trade items. Preference will be given to products related to gardening or agriculture. We will not accept body care products that contain palm oil because of the negative environmental impacts.

Community Group

Community groups whose messages and activities are complementary to those of the Market, and raise awareness about or work on improving environmental, health or social issues in the community may apply to be at the market.

Community groups cannot sell products, except by special prior approval from the Market Manager and for fundraising purposes only. Food items may not be sold in order to avoid competition with the Market's food vendors.

The market does not provide space for:

- Political parties that are campaigning;
- Groups that are solely promoting organized religions;
- Causes the Board feels are controversial or unsuitable for the market setting; and

Issues not connected to our missions and values.

All community groups must contact the Market Manager and apply to attend the Market.

To mitigate the risks of being associated with initiatives that do not align with WPFM policies, the Market Manager will ask that any unapproved community booth setting up near the market be no less than 50 m from the boundaries of the market.

1.3 Vendor Recruitment

On or around March 1 of each year, the market will open applications for new vendors. New vendors must submit an application form and will be evaluated by the Operations Committee and the Market Manager to select vendors who are in line with the market's mission and vision and collectively provide an attractive mix of offerings to customers.

At the end of each market season, the Operations Committee along with the Market Manager will identify those vendors they wish to invite back to the next season, based on their alignment with the mission and vision and overall success at the market. Those vendors selected will be contacted in February in advance of the application process opening to new vendors, and must confirm before March 1st in order to be confirmed for the next market season. Returning vendors are not required to complete the new vendor application form, but must complete and confirm a shorter list of requirements (e.g. any changes in contact information, changes in goods being sold from previous market season, and reselling of produce, etc.) and sign the Vendor Checklist.

The application process for new vendors, generally will open in March of each year. The new applicants will be required to complete the new vendor application form.

Understanding the need for racial justice and our commitments working towards equity, WPFM is committed to creating a market of diverse vendors that is equitable for farmers of colour, especially Black and Indigenous farmers, who are traditionally underrepresented at Ontario farmers' markets. The Market Manager will set out intentionally and proactively to recruit vendors and BIPOC (black, indigenous and people of colour) farmers.

1.4 Vendor Responsibilities

1.4.1 Vendor Application and Oversight

Vendors apply to be at the market. The Market Manager decides which applications to approve, calling on the support of the operations committee as needed.

The market manager oversees the process of recruiting, onboarding, and overseeing vendors.

Operational details for the market are covered in the Vendor Handbook and vendors must abide by them. Before the end of contract (i.e., end of October), the Market Manager is responsible for reviewing these guidelines and bringing forward suggested revisions to the Board. By March, the Board shall accept or reject changes and review the handbook in general so that it can be sent to interested vendors in the spring.

1.4.2 Vendor Conflict

Vendors are expected to conduct themselves with personal integrity, and behave courteously to other vendors, to staff and volunteers, and to the shoppers.

The Market Manager shall deal with vendor conflict and has the right to dismiss a vendor from the market should a vendor fail to comply with market guidelines or prove disruptive to a co-operative and positive market environment. The market manager shall bring vendor conflict to the Board's attention, as it may affect market reputation or standing in the community.

1.4.3 Vendor Fees

Vendor fees consist of the following:

- Full season fee Vendors attend each market throughout the season and are charged a full season flat fee, with a commitment to pay at the beginning of the market season;
- Part-time fee Vendors who attend the market on a part-time or one-off basis are charged a daily fee for each market day attended;
- Additional fees Vendors who require equipment or electricity will be charged additional fees based on the service.

Fees are decided by the Board annually in advance of the Market season.

1.4.4 Collecting and Sharing Market Information

To help us understand the community impact the market is having and help grow the Market, the Market Manager on behalf of the Board will collect high-level anonymous data on a weekly basis that includes number of customers, vendor revenue, and weather. All vendors are expected to provide data as requested.

The Market Manager will request sales information at a minimum on a monthly basis and usually on a weekly basis. This information will not be used by the Board or Market Manager to assess the success or merit of a vendor. Under no circumstances will a vendor be let go from WPFM on the basis of their sales. Aggregated consumer data will be analyzed to determine any trends or influencing factors that affect attendance and sales, which can then be used in decision making towards advertising, developments and improvements. The information may be used to help attract sponsorship and funding and guide our promotional activities and efforts.

The Board may share high-level, aggregated, and anonymous information with existing vendors, such as average sales figures for the market week or whether a particular market week was busy or slow for other vendors. Detailed information will not be shared under any circumstance.

1.4.5 Insurance

The WPFM requires vendors to have their own liability insurance. It is the responsibility of the vendor to be insured against thefts, damage and personal injury, and complications that may arise from the consumption of food sold. All goods brought to the market need to be covered for any misfortunes. The vendor is also responsible for any personal injury that occurs as a result of their display and tent and as such must have insurance coverage.

Comprehensive liability insurance shall provide a minimum limit of liability of two million dollars (\$2,000,000) for bodily injury and/or property damage in any one occurrence, shall include a cross-liability clause, shall name *Withrow Park Farmers' Market* as additional insured and shall provide that it will not be cancelled or materially altered prior to the end of the market season.

The WPFM will not be held responsible or liable for vendor misfortunes or neglect.

1.4.6 Penalties

Vendor Handbook 2025

Vendors who do not abide by WPFM vendor policies may be charged a penalty.

1.5 Severe Weather

The WPFM has always been a rain-or-shine market. The safety of customers, volunteers and vendors is a priority, and the market may be postponed or cancelled in severe weather. For the purposes of this policy, severe weather means the existence of abnormal climatic conditions (lightning, smoke, hail, high winds, extreme heat or any combination thereof) that present safety hazards beyond what staff can be reasonably expected to handle.

If, prior to a scheduled market day, Environment Canada has issued a severe weather warning for the market area for the date of the market the Market Manager may recommend that the market be cancelled. Cancellation of the market must be approved by either, but preferably both, the Chair of the Board or the Chair of the Operations Committee and the Market Manager will do their best to give Vendors as much notice as possible. Part-time Vendors will be reimbursed for their vendor fee if they are not able to be rescheduled into a future market. Because full-time Vendors receive a discounted rate on their fees, they will not be reimbursed. To the extent possible, the Manager will try to keep the vendors abreast of the severe weather concerns throughout the week and the possible need to cancel the market.

If, on a scheduled market day, Environment Canada issues a severe weather warning for the market area prior to the opening of the market and there is reason to believe the threat will persist through much of the morning, the Market Manager may elect to postpone or cancel the market at their discretion. Vendors will not be reimbursed.

If severe weather develops after the market has opened, the Market Manager will ask customers, vendors, and volunteers to take shelter in an enclosed vehicle or park clubhouse or other structure until the severe weather has passed. Once the weather has passed, a determination will be made about resuming market operations for the remainder of the market day. If more than 60 minutes have passed and the weather continues, or the Market Manager can verify the weather will continue exceeding the remaining open hours of the market, the market will be closed for the day. Vendors will not be reimbursed. The Market is not responsible for any damage to vendor equipment as a result of severe weather.

Any market delay or cancellation notices will be posted by the Market Manager to WPFM social media channels. The Market Manager is responsible for ensuring that vendors and volunteers are made aware of the change via email, call or text.

If a Vendor feels it is unsafe to continue at the Market but the Market Manager has not cancelled the Market day, the Board will consider reimbursement on a case-by-case basis.