

Niagara Falls Farmers’ Market Vendors’ Handbook of Rules & Regulations

2025 Market Season

Schedule A – By-law 2021- Section 113

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PURPOSE OF THE HANDBOOK

1. The purpose of this Vendors' Handbook is to describe the organization and administration of the Niagara Falls Farmers' Market and to detail the rules and regulations to be followed by the Vendors and staff of the Markets in order to create a friendly, safe and profitable environment.

ORGANIZATION

Markets. The name of the organization is the Niagara Falls Farmers' Market (NFFM)

2. **Guiding Principles.** All vendors must be members in good standing of the Markets. *The guiding principle of the Markets is to support local (within 200 km) farm, agricultural, food and artisan goods and to inspire a sense of community, creativity and connection.*
3. **Governance.** The Markets are governed by the City of Niagara Falls. The Markets will adhere to the policies stated in the NFFM By-laws and Vendor's Handbook of Rules and Regulations. Amendments to the Vendor's Handbook may be made by the Market Committee at any time with updates in policies communicated to Market Vendors in a timely manner.
4. **Management.** The Markets are managed and operated by the City Staff Designate with input from the Market Committee.

MARKET LOCATION, SEASON, and DAYS

5. **Dates & Hours.**

The Niagara Falls Farmers' Market will operate on Saturdays

Spring/Summer Season: May 17, 2025 to October 25, 2025.

Hours of Operation are from: 7 a.m. – 1 p.m

Early closing as a result of safety concerns will be at the discretion of the City Staff Designate and/or Market Committee.

6. **Location.** The markets will be located at MacBain Community Centre. Address – 7150 Montrose Rd, Niagara Falls ON L2H 3N3.

VENDOR/PRODUCER ELIGIBILITY

7. **Producers Only.** Applicants for NFFM shall produce what they sell; 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 include resale of other local growers' produce, subject to the approval of the NFFM.
8. **Residency.** Applicants shall reside in Ontario and grow or produce the goods within 200 km of Niagara Falls, Ontario. Exceptions may be made at the discretion of the Market Committee.

PRODUCT CATEGORIES

9. **Grower/Farmer/ Primary Producer.** Farm/primary products means products that are grown, raised or produced on a farm. Products include, without being restricted to, fruits and vegetables, mushrooms, fish, meat and meat products, eggs, dairy products, honey products, maple products,

fish, grains and seeds and grain and seed products, plants, shrubs, trees, flowers, fleece, wool. This category will represent a minimum of 51% of our total vendor stalls in peak season.

10. **Baker/Prepared Foods/Secondary Producer.** Secondary Producers mostly sell food products that rely on primary products, preferably sourced from primary producers at our Markets. Secondary Producers significantly change the ingredients they buy to produce their own products, thereby adding value to the primary products. It is understood that not all ingredients in processed food can be obtained from a known local source, but the main ingredients of processed goods should be grown or produced in Ontario.
11. **Food Vendor.** The goal of the NFFM is for Food Vendors to provide food that is of high quality, prepared by the Vendor either on site or at sanctioned kitchen; using local products that offer customers a varied and interesting selection.
 - a. The number of Food Vendor category members shall be a maximum of 25% of the membership;
 - b. The number of Food Vendors at a market location, shall be determined by the space and hydro available and at the discretion of the Market Committee;
 - c. Preference shall be given to premium products including food, drinks, and condiments;
 - d. Vendors are to adhere to the rules and regulations in the current Vendor's Handbook of Rules & Regulations;
 - e. Hot and/or cold food shall be prepared by the Vendor, on or off site, preferably from scratch;
 - f. Food shall be "ready to eat" for consumption at the Market or for takeout;
 - g. Vendors shall only use quality ingredients and purchase ingredients directly from NFFM vendors or sourced from local producers as much as possible;
 - h. Vendors are encouraged to create drinks from a variety of ingredients on site.
 - i. The City Staff Designate has the right to request that Food Vendors provide proof of locally sourced ingredients ie. receipts, etc.
12. **Artisan Goods.** Artisans goods shall be hand-made by the vendor using as much local material as possible and his/her own skill, artistry and training to produce a new, unique and original product appropriate for the Markets. Vendor numbers in this category will be limited to no more than 25% of the total Vendors. The following factors will be closely assessed:
 - o Craftsmanship and quality.
 - o Creativity and originality of concept.
 - o Value added to original or natural materials, as local as possible, used in the finished product.

OTHER VENDOR CATEGORIES (Approval at the discretion City Staff Designate)

13. **Restaurant, Hospitality and Tourism Vendors:** These Vendors are promoting a local service or attraction and may sell samples of their food or tickets to local events as long as it does not conflict with participating seasonal vendor products/services.
14. **Non-Profit community Groups:** FREE space (limited) provided for fundraising, promotional and educational community initiatives or events.

APPLICATION AND SELECTION PROCESS

15. **Vendor Application and Agreement.** All vendor applicants shall complete a “Vendor Application” form. This Application is made annually between the Markets and the Producer/Vendor, who agree to enter into a contract for their mutual benefit and to set out the terms and conditions of their Application, as detailed in this Handbook. Signing of the Vendor Application confirms that the Vendors shall abide by the Rules and Regulations which were established to ensure a high quality, producer-based Market, with a variety and balance of products, and to ensure fairness to all vendors. The Application also lists all the products approved by the Market Committee for sale by the Vendor at the Market.
- a. In the event of the business changing ownership, it is deemed a breach of the “Vendor Application” and as such, the business shall lose seniority and shall require a new Vendor Application with products to be juried. The new owner shall retain the same location.
 - b. Businesses transferred to immediate family members (definition for "immediate family" includes the spouse, great-grandparents, grandparents, parents, brothers, sisters, children, grandchildren, and great-grandchildren of the owner and his/her spouse. This also includes individuals for whom the owner is current legal guardian) shall maintain full membership status and remain at the same seniority level.
 - c. A Vendor may change product category but shall conform to all rules pertaining to that category and shall be approved by the Market Committee.
16. **Review & Jurying.** The completed Vendor Application form is reviewed by the City Staff Designate and Market Committee. All products to be offered for sale shall be juried by the City Staff Designate and Market Committee, to ensure they are indeed produced by the applicant, are produced within 200 km of the NFFM, are of high quality and are compatible with the other products sold at the Market. In the case of crafts, the following factors will be assessed:
- a. Craftsmanship and quality;
 - b. Creativity and originality of concept;
 - c. Value added to original or natural materials used in the finished product;
 - d. Reasonable and fair pricing.
- For returning Vendors with new products, and new Vendors, samples shall be presented well before Market Day. Disputes will be addressed by the Market Committee.
17. **Approval.** The City Staff Designate and Market Committee shall recommend acceptance or rejection of each Vendor Application and each product to be offered for sale with the results to be submitted to the Market Committee for final approval. The Market Committee reserves the right to refuse acceptance of any applicant or product that is not in keeping with the rules, regulations or standards of the Markets. Applicants may ask the Market Committee to reconsider decisions made on their admission or products.
18. **New Products.** If, after approval of original product lists, Vendors wishing to sell items which fall into a different product category, or wishing to add new products from the product(s) originally juried, shall have these items juried and approved before they can be offered for sale, display or sampling. The original application shall be amended as required. A database shall be created for each Vendor product list and shall be amended, with approval by the City Staff Designate.

19. **Seniority.** Seniority within the Markets is defined as a Vendor in good standing, who has helped to build the Markets by attending the Market as a full season Vendor and paid stall fees by the stipulated due dates. Previous block or occasional Vendors applying for full season status shall be granted seniority in the order that their Vendor Application and payment are received by up to and including April 30. New Vendors applying to the Markets requesting full season status shall be granted seniority in the order applications and payments are received and approved by the Market Committee.

There is only one Seniority List. Stalls that become available for various reasons, such as Vendors leaving the Market, shall be offered to all full season Vendors and awarded to the interested member highest on the Seniority List. If no existing members are interested in the stall space it would be offered to new full season Vendors as they applied, or to block or occasional Vendors in that order.

20. **Special Markets.** Any Special Market (Christmas, Easter, etc.) may have its own application and selection process.

STALL ALLOCATION

21. **Space Limitations.** Vendors are normally limited to a single booth/stall space. Vendors may apply for multiple spaces, but allocation depends on the space available at the time, and may be withdrawn at any time if the space is required for new Vendors. Fruit and Vegetable Producers may be given the option to priority locations for ease of accessibility.

*Additional stall space requirements shall be, at the discretion of the Market Committee, charged a percentage of the space taken.

22. **Sub-letting.** Vendors may not sell, sub-let or rent stall space to other Vendors.

23. **Space Allocation and Location.** Booth/stall spaces are allocated in the following priority:
- Returning full-season Vendors have the right of first refusal on their previous year's location, and first choice over other Vendors below for a new booth if they wish to make a change;
 - New full-season Vendors;
 - Partial season Vendors; and
 - Daily Vendors on a first-come first-served basis on Market Day.

FEES

24. **Vendor Fees.** See Appendix A.

25. **Discount Package.** First-time Vendors who wish to apply for the daily Vendor category must apply for a special one-time-only "4-week package". We believe that a new Vendor needs four consecutive weeks to determine if the Markets are suitable for their product and circumstances, and to be noticed by the regular customers of the Market. This package offers four consecutive Market Days for the price of three. The total fee must be paid in advance and is not refundable. This package is subject to availability.

26. **Insurance.** Vendors will be required to provide proof or insurance for the Markets. Filling out the City of Niagara Falls' [Standard Certificate of Insurance Form](#)

27. **Vendor Signs.** All Vendors are required to display a sign indicating their business name.

28. **Refund Policy.** Vendor fees are non-refundable. The season fee may be refundable for valid reasons, on approval by the Market Committee. Season Vendors will be charged the Daily Fee rate for the Market Days they attended and are subject to a \$50 administrative fee. Vendors are required to provide a written statement outlining their reasons in detail for requesting a refund.

VENDOR RESPONSIBILITIES

29. **Compliance.** Vendors must make themselves aware of and fully comply with the Vendor Handbook. Failure to do so may be grounds for termination of the Vendor Agreement. The Market Committee reserves the right to appoint the City Staff Designate or appointed alternate to visit a farm or workshop etc, to verify compliance. Compliance is the responsibility of the individual Vendor and not the Market Committee.

30. **Code of Conduct.** All Vendors will be respectful to the Market Committee, City Staff Designate, volunteer members, fellow Vendors and customers. All Vendor issues, concerns or grievances will be directed to the City Staff Designate who will attempt to resolve the situation. If the situation cannot be resolved by the City Staff Designate, the Vendor will be requested to submit a detailed letter of complaint to the Market Committee. The Market Committee has the authority to make the final decision on the outcome of the grievance and the penalties for non-compliance.

31. **Government Regulations.** It is solely the Vendors' responsibility to make themselves aware of and comply with Municipal, Provincial and Federal Regulations regarding labeling, measures, health and safety, etc., for all products offered for sale at the Markets. The NFFM will neither be responsible for advising Vendors of these regulations nor for any dealings with government officials who may visit Market for the purpose of conducting inspections.

32. **Payment of Fees.** Payment of Vendor fees must be received with the Vendor Application or the booth space will not be reserved. Monthly fees must be paid prior to the first Market Day of the month. Daily Vendors must notify the City Staff Designate before Market Day and pay prior to set up. New Vendors must pay in advance and notify the City Staff Designate which consecutive Saturdays they will be attending.

33. **Seasonal Vendor Attendance.** Seasonal Vendors receive a more economical rate for committing to attend the Market full-time, instead of on a daily basis, and are thus expected to attend 80% of the market season. The City Staff Designate will take into consideration emergencies or extenuating circumstances.

34. **Punctuality.** Late arrivals and early departures disrupt the Market, annoy customers and can become a safety issue. Vendors who arrive late or leave early (without pre-authorization) will first be warned in writing by the City Staff Designate on each occasion and, if they are late three times or depart early three times, will be required to explain to the Market Committee why their Vendor Agreement should not be terminated.

a. **Late Arrivals.** Vendors will be considered late if they have not complied with all of the following by the designated opening time (see **Article 6**):

- i. arrived at Market;
- ii. completed setting up their booth; and
- iii. move their vehicle out of the customer areas. If a Vendor has not arrived at market at least 15 minutes before opening time the City Staff Designate has the option to give the stall to another daily Vendor for the day.

- b. **Early Departures.** Vendors must keep their booths/stalls open for the entire Market Day, and not begin to take down before designated closing time. If Vendors must leave early because of exceptional circumstances they must notify the City Staff Designate. All Vendors must leave the Market area no later than 60 minutes after the Market closes.
35. **Product Quantities.** Vendors must aim to bring enough products to last for the entire day. Exceptions may be made for reasons of product supply beyond the control of the Vendor; e.g. produce in season.
36. **Displays.** Vendors are responsible for providing all display materials (displays, tables, chairs, etc), and setting up and taking down any displays. The Market does not provide Vendors with tables or chairs. All booths should have an attractive and professional appearance, enhanced by good presentation and cleanliness. The City Staff Designate may ask that unsightly or unsafe materials be removed. The NFFM accepts no responsibility for damage to or loss of these materials. All materials must be removed at the end of Market day.
37. **Parking.** Interior Vendors may park temporarily in the loading/unloading area for loading/unloading purposes only. Unauthorized Vendors must remove their vehicles no later than 15 min. prior to the start of the Market. Please park in Vendor designated areas and leave prime parking spots clear for customer parking.
38. **Conducting Business.** Vendors must remain in their own booths/stalls when selling. Sales must be conducted in an orderly and business-like way, with no shouting, calling out to passing customers, or other objectionable means of soliciting trade are permitted.
39. **Product Signage: Pricing and Origin.** All items offered for sale must have prices prominently and clearly displayed. Vendors can't sell below cost of production. Pricing should be fair to you, the customers and to your colleagues. To create an environment of transparency any product not grown by the Farmer should be signed with its place of origin.
40. **Farm Products Grades and Sales Act.** Produce should be sold by units or legal containers, such as bushel, 4-liter basket, quart, etc. Containers shall be clean and in good condition. If your product is sold by weight, the scale has to be government inspected, with a valid sticker displayed. All produce should be correctly labeled and priced.
41. **Stall Size.** All vendor stalls must be front facing as per the layout provided by the city staff designate, and in line with each other. Vendors must leave space at the back of their stalls of at least 1100mm for egress. All stalls are 10 feet by 10 feet in dimensions and any tents/canopies may not exceed these dimensions.
42. **Power** No access to power is available for any vendors while the market is held at the MacBain Community Center, as such any vendor who needs power must provide their own.
43. **Patron's Parking.** There are a sizeable number of parking spots on site and in the area.
44. **Carry out services.** When available, the Staff Designate will have volunteers available to assist patrons with carry out services. They will be stationed at the Customer Service Areas.
45. **Keeping area clean.** Booth/stalls must be left in the same condition as they were found. Area must not be stained from the use of cooking materials or product. Vendors will be held responsible for

any clean up beyond general sweeping. Placing mats or slip resistant covers on the ground is crucial in keeping vendors and patrons safe, but also maintaining the cleanliness of the space and surrounding area.

46. **Cooking.** Any cooking method (including frying, barbecuing or other) must be conducted outdoors. We strongly encourage using warmers for prepared food.

FOOD SAFETY

47. **Food Safety.** Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. In fact, all Vendors and Staff must practice these standards to prevent the transfer of pathogens between Vendors/Staff and therefore to foods. Please adhere to the guidelines in APPENDIX B: FOOD SAFETY GUIDELINES.
48. **Refuse.** Booth/stalls must be kept free from refuse during the Market Day, and at the end of the day all refuse is to be taken with you. This is especially critical for any produce and food vendors, because of the risk of vermin, and scraps of any such material must be scrupulously cleaned up from the ground. No garbage is to be left behind.
49. **In-stall Storage.** Storage containers and equipment shall be confined to one's Market space and kept out of sight.
50. **Alcohol.** No alcoholic beverages are to be consumed during the opening hours of the Market.
51. **Smoking or Vaping.** No smoking or vaping are permitted in or near the buildings or the stall areas. Refer to the Town By-Laws.
52. **Insurance.** While the NFFM does carry basic Public Liability and Property Damage Insurance, any additional insurance coverage is the responsibility of the individual Vendor. NFFM bears no responsibility for any Vendor property at the Market.

CITY STAFF DESIGNATE RESPONSIBILITIES

53. **Rules and Regulations.** The City Staff Designate supervises the day-to-day operation of the market, and will apply the rules of the market as detailed in the Vendors' Handbook and report violations to the Market Committee as necessary. The City Staff Designate will issue written warnings to Vendors on every occasion for violations of the rules. The City Staff Designate may ask the Market Committee to suspend a Vendor for one or more days for a serious violation of the rules.
54. **Collection of Fees.** The City Staff Designate shall collect all fees when they are due and promptly deposit monies. Vendors may not set up until appropriate fees are paid. A \$50 charge will be levied for NSF cheques.
55. **Space Allocation.** The City Staff Designate shall assign all booth/stall space, taking into consideration all of the following:
 - a. Priorities established in Article 23 above.
 - b. Booth/stall availability.
 - c. Vendor attendance record, including late arrivals and early departures.
 - d. Product category and its compatibility with products of nearby Vendors.
 - e. Special requirements such as hydro, oversized vehicle parking.

The City Staff Designate may move a Vendor for reasons of safety, health, product compatibility or other valid reason and may insist Vendors remove any objects that do not appear to be safely secured or fastened; e.g. banners.

56. **Removal of Persons.** The City Staff Designate has the authority, with cause, to request any Vendor or other person to leave the Market operating area and, if necessary, to call the police for assistance.
57. **Community Area.** Based on stall availability a community area is available to charity and non-profit organizations, at no cost, for fund-raising, promotional and educational purposes by applying to the City Staff Designate. Users of the community area will not be permitted to sell products, other than such things as licensed raffle tickets. This restriction also applies to persons who visit the market as demonstrators in a special event. The person applying will be held responsible for leaving the booth in the same condition as received. The Market does not provide tables, chairs or any display materials.
58. **Problem Resolution.** Vendors are encouraged to approach the City Staff Designate if they encounter a problem needing immediate action. Issues that require further attention can be brought to a Vendor meeting. Vendors are strongly discouraged from discussing Market issues in front of customers.

APPENDICES

APPENDIX A: SCHEDULE OF 2025 FEES

Farmers' Market	\$ Fee	\$ HST	\$ Total
Saturdays in Summer/Fall (May-October)	398.23	51.77	450.00
Market Stall Daily Rate	26.55	4.45	30.00

Payments are due on or before April 30, 2025 and can be made using one of the methods below:

- In person using cash, debit or credit card at the front desk of the MacBain Community Centre, 7150 Montrose Road, Niagara Falls, Ontario L2H 3N3
- Over the phone using a credit card, by calling 905-356-7521, extension 3330
- Via cheques payable to: **The Corporation of the City of Niagara Falls** mailed or dropped off at the front desk of MacBain Community Centre at address:
Attn. Niagara Falls Farmers' Market
7150 Montrose Road, Niagara Falls
Ontario L2H 3N3

APPENDIX B: FOOD SAFETY GUIDELINES

Application Guidelines for Farmers' Market Vendors

A farmers' market is a central location at which the majority of vendors are farmers or producers offering for sale their own products. Markets within Niagara are reviewed yearly by Niagara Region Public Health to determine if at least 51 per cent of vendors are farmers or producers. This ensures that the operation is by definition, a true farmers' market.

Full compliance with the following requirements is required for all farmers' market vendors. Niagara Region Public Health will refuse to approve your participation at the farmers' market if full compliance is not met or observed.

Some general guidelines are below. For up to date guidelines please check [Niagara Region Public Health website](#).

Food Safety Requirements

You must provide the following items based on the service being provided.

Food Transportation and Storage

- Hazardous foods must be transported at 4°C (40°F) or lower for cold held foods, or 60°C (140°F) or higher for hot held foods
- Foods are to be covered during transportation to protect them from dust, dirt, insects, foreign objects and debris
- Food is to be transported and stored in food-grade containers that are not used for any other purpose
- Raw meats must be kept separate from cooked meats, vegetables or any ready-to-eat foods
- Food and food supplies must be raised 15cm (6 inches) off the ground

Mechanical Refrigeration

- Mechanical refrigeration is required onsite and must be able to maintain hazardous foods at or below 4°C (40°F)

Sanitizing Surfaces

- Sanitizer must be available onsite at all times
- Wiping cloths must be stored in sanitizer buckets or single use disposable cloths utilized with spray bottles. Sanitizer can be made by mixing 1tsp bleach to 1L water.

Utensil Wash

- A two compartment sink or two containers large enough to accommodate the size of the food service utensils must be available to wash, rinse and then submerge utensils in sanitizer
- Potable water, detergent and sanitizer must be onsite
- Bring multiple sets of utensils

Food Handlers

- Wash your hands. Thoroughly wash your hands with soap and water before handling food, after handling money or raw meats, after each break. Hand washing should occur every time after your hands may have become contaminated.
- Food handlers must **not** work if they are ill
- Food handlers must wear clean clothing and adequate hair restraints
- Smoking is prohibited within the food preparation area
- Minimize direct food handling by using tongs or utensils
- Use detergent and sanitizer to clean all food contact surfaces
- Gloves and hand-gel sanitizers are not a substitute for proper hand washing

Temporary Hand Wash Station

- A potable water source must be accessible onsite. If you don't have access to a plumbed sink for hand washing, a temporary hand wash station must be set up.
- Fill a camping jug or coffee urn with warm water
- Must have a spigot that can remain open on its own (without manually holding it open with your hand)
- Liquid soap in a dispenser and paper towels must be available
- Container to collect the waste water. Waste water must be disposed of in a sanitary manner in an approved location.

Sampling

- Single serving utensils, squeeze bottles or individual serving portions only
- Samples must be kept covered and protected from cross-contamination (i.e. sneeze guard)
- Hazardous samples must be maintained at 4°C (40°F) or hot held above 60°C (140°F)

APPENDIX C: GLOSSARY OF TERMS RELATED TO FARMERS' MARKETS

- ARTISANS:** Persons offering quality craft items made by them personally. (Pre-made or “slightly altered” pre-made products do not qualify) All items are “juried” by the Market Committee for appropriateness.
- CITY STAFF DESIGNATE:** It is the job of the City Staff Designate to implement Market policies. This includes Market set-up, booth assignments and collection of fees, providing information on membership and Market policies, and assuring Vendor compliance with Market policies. The City Staff Designate will make booth assignment decisions based on available space in the Market and the need for specific products. The Designate will be responsible for public concerns and Vendor complaints. The City Staff Designate has complete authority to interpret and implement policy on the Market site; including the authority to rescind stall space for just cause. Vendor grievances will be taken to the City Staff Designate and if not resolved to the Market Committee.
- COMMITTEE:** A group of people elected or appointed to perform some service or function, as to investigate, report on, or act upon a particular matter.
- COMMUNITY GROUPS - NON PROFIT GROUPS:** Groups seeking to provide information only to the public about community based events and services. No selling or campaigning. Fundraising is limited to the sale of licensed raffle or community event tickets.
- DESIGNATE:** To officially choose someone to do or be something or to officially give someone a particular role or purpose
- GROWER/FARMER/PRIMARY PRODUCERS:** Persons who grow produce (vegetables, fruits and nuts), herbs, flowers or nursery crops from seed or plants, and care for, nurture, cultivate, and harvest the crops offered for sale at the Market. Beekeepers, egg farmers, poultry growers and fish growers are considered farmers.
- Products sold at the Market must be locally grown or produced within 200km. No reselling or franchise sales are allowed. All products must be sold by the farmer/grower, producer and/or designate.
- FOOD VENDORS:** Vendors offering freshly made foods, available for sale and immediate consumption at the market.
- MUSICIANS:** The Market strives to create an enjoyable environment, including “background” music for customers and Vendors.
- BAKER/PREPARED FOOD/SECONDARY PRODUCERS:** Persons offering fresh food products (salsa, ciders, baked goods, smoked meat/fish, cheese, preserves) that have added value to their product through some sort of “hands on” process. All secondary produced foods must be appropriately labeled with product name, ingredients, net weight, price, expiration date, producer name or address. These items must be made with locally-grown produce when possible.
- VENDOR:** The term Vendor is typically used to describe the person that is paid for the goods that are made, grown or raised at the market. A Vendor can operate both as the supplier of goods (seller) and the manufacturer.