



2015 Vendor Agreement

Intent of the Market

The Market is operated by the Soho Community Association for the purpose of providing local produce based, Ontario grown, farm fresh fruits, produce, nuts, artisanal homemade handcrafts to the visitors and residents of Soho and London, Ontario. The market provides local residents with an open-air market experience where they can purchase a variety of fresh produce, locally foraged goods, baked goods, and prepared foods straight from the producers.

Market Details

Opening Day: April 24, 2015

Last Day of Market: October 16, 2015

Time of Market: Fridays: 4:00 PM – 9:00 PM, closed on all stat holidays, operates rain or shine

Market Location: Horton and Wellington Street – prime street front location in front of Goodwill Industries building and inside of main lobby (beside Edgar and Joes Café)

Vendor Set-up Time: Fridays: 3:00 PM – 3:30 PM

General Requirements

1. Operation of Market – the Applicant acknowledges and agrees that the Market will operate at the time, on the dates, and at the location listed above. All prospective vendors will complete and sign the Soho Street Market Vendor Agreement package and return it along with payment, by deadline dates. Failure to pay for space ahead of market date may impact ability to participate.
2. Market Insurance – Please note that an insurance charge has been built into the vendor fee for the 2015 season. Vendors may choose additional insurance.
3. Product Declarations – Vendors are required to submit a complete list of all products they hope to sell at the market with their application; including approximate price and approximate month of availability. In addition, all food vendors are required to complete and submit London Middlesex Health Units Vendor information form prior to the start of the season. Please request this package from the Market Manager, if you do not have it.
4. Cancellation deadline – The applicant agrees that, if he/she wishes to cancel their application to participate in the Market, they must give a minimum of 14 days notice. All vendor fees after that point will be paid back proportionately.
5. Market Representative – As a vendor of the market, you are a representation of the market itself. As such, we are under the expectation that we are working together on the market. We have the right to cancel vendor contracts for violation of a professional representation of the market itself.

Selection Process for New Vendors

The Soho Street Market is committed to creating a diverse marketplace with the highest quality, locally produced products available. Although the Soho Street Market will not be bound by a particular set of selection criteria in every instance and must reserve unconditional discretion to accept or refuse anyone as a Soho Street Market vendor. The market considers many factors when accepting new vendors...

Agriculture

Priority is given to those regional farmers and producers who bring product that is grown and harvested on farmland they own and/or operate. Preference will be given to local producer when a space becomes available at the market, without compromising quality.

Market Integrity

To maintain the integrity of the “Farmers’ Market”, a minimum of 51% of all vendors must be farmers, with at least 70% of what they sell having been produced on their own farm.

Vendors found to be reselling produce purchased at the Food Terminal will be suspended from the Market for the duration of the season, and will forfeit all fees paid.

Product Quality and Presentation

- Consistently high product quality: fresh, flavourful and ripe
- Clean and attractive displays
- Courteous, customer service-oriented and knowledgeable staff
- Foster a connection between the producer and the consumer

Conduct and Compliance

- History of compliance with market rules and federal, provincial and local regulations
- Vendor conduct toward customers, fellow vendors, market staff and volunteers
- Timely submission of application

Product Balancing

- Products that are unique or unusual
- Products not already represented in the market or in businesses in the downtown
- Duplicate products may be denied entry

Seniority

- Number of years vendor has sold at the market
- Attendance record
- Prompt payment of fees
- History of compliance with market rules

Space Availability

- Admission to market is subject to space availability

Booth Appearance

- Vendor stalls must be completely assembled and ready to do business at 4:00 PM sharp. Take-down may not commence before the close of market at 9:00 PM or unless approved by the Market Manager.
- Vendor space will be assigned by the Market Manager and can be re-assigned at any time.
- Vendors must keep their space and the surrounding area clean and tidy at all times during market hours. In addition, all vendors should have table coverings and suitable display areas should be available for products, all to be provided by the vendor. Vendors must return their stall space to its original state including the removal of all rubbish at the close of the market.
- If outdoor vendors choose to use a shelter, all 4 corners must be secured with sufficient weight to prevent the shelter from being blown away. Unsecure shelters

create a safety hazard to other vendors and our customers. The Market Manager has the authority to request the removal of any inadequately secured canopy which poses a risk

Food Safety

1. All food products sold must comply with Federal, Provincial, and Municipal Laws, and standards regarding the sale of these food products.
2. Adheres to the highest standards in safe food production and handling practices, in accordance to Middlesex London Health Unit (MLHU).
3. More information may be obtained from the MLHU Health Inspector at (519) 663-5317 ext. 2300 or at www.healthunit.com. Please request the Food Safety Package from the Market Manager if you do not have it and/or have any questions about your booth requirements.

Policies

- Soho Street Market in coordination with the Soho Community Association and Goodwill Industries reserves the right to make changes and or additions to the Vendor Agreement at any time as long as it is on Goodwill Industries property.
- The Soho Street Market and Goodwill Industries reserves the right to deny any potential vendor or refuse any products at their discretion.
- The Vendor must supply his/her own equipment such as tents, tables, chairs, lamps, electric outlet adapters, extension cords, etc. Soho Street Market and Goodwill Industries reserves the right to limit the amount of equipment used within the assigned space according to their own policies.
- By signing this agreement, permission is given to the Soho Community Association, Goodwill Industries, Soho Street Market, and Planting Seeds Co to take pictures of your stall, which may be used for promotion of the Soho Street Market
- NO smoking within vendor stalls or the marketplace at any time.

Liability and Indemnification

- Vendors are solely responsible for damages resulting from the sale of unsafe or unsound goods.

- Vendors are solely responsible for damages or personal injury resulting from the use of any equipment including umbrellas and other weather protection devices (i.e. tents/canopies).
- The vendor hereby agrees to indemnify, hold harmless, release, waive and forever discharge the Soho Street Market, Soho Community Association and Goodwill Industries, its employees and its Boards for all bodily and personal injuries, including injuries resulting in death, and property damage, claims, actions, damages, liabilities and expenses, including reasonable attorney's fees and court costs, which may occur as a result of the vendor's participation in the Soho Street Market, whether or not sounding in tort or contract.

Vendor Declaration

I, the undersigned, have read and am fully aware of the Soho Street Market rules and regulations. I agree to abide by the terms described herein. I understand that the Market Manager has the right to remove from the market Vendors who do not comply with all rules and agreements.

.....
Vendor Name (Print)

.....
Vendor Signature

.....
Soho Street Market Representative (Print)

.....
Market Representative Signature