



ANCASTER

FARMERS' MARKET

RULES AND REGULATIONS 2018

JUNE – OCTOBER WEDNESDAYS 3-7 PM



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ANCASTER FARMERS' MARKET RULES & REGULATIONS

NAME

The official name of the market will be the Ancaster Farmers' Market (hereafter referred to as AFM).

MISSION

The AFM is an initiative of the Ancaster Business Improvement Area (ABIA). It is to be operated as a separate subdivision of the ABIA and managed by the Ancaster Farmers' Market Management Group (AFMMG). The AFMMG has been established in order to conduct the seasonal weekly farmers' market in the Ancaster village core. The AFM will promote and facilitate the sale of locally grown produce and food products for the benefit of the Ancaster community, local farmers and local businesses.

VISION

The AFM will be a vibrant and economically sustainable farmers' market offering seasonal, fresh, locally grown produce and food products in a manner that supports and increases traffic in the Ancaster Village. The AFM will be an important, ecologically sound, social and cultural addition to the Ancaster village; a place for the community to purchase locally grown and produced food and to establish direct connections with the surrounding farming community. The AFM aims to (re) establish direct systems of food distribution for fresh, local produce in a community central location that provides safe pedestrian / biking access, allowing for less dependency on car use.

PURPOSE

The purpose of this document is to describe the overall organization and administration of the AFM, and to outline the rules and regulations that guide participating parties and governing bodies; those being, the AFM Management Group (AFMMG); the AFM Executive Committee (AFMEC); the AFM Vendor Advisory Group (AFMVAG) and the AFM manager. The AFMEC shall deal with any issue not covered under this document. The ABIA Board of Directors will assume this role if the AFMEC are deemed by the ABIA not fit to carry out their duties.

KEY OBJECTIVES OF THE AFM

The AFM has five (5) key objectives:

1. To create a place where local farmers can sell their produce and food products at prices which reflect the costs of production and a fair return for their efforts.
2. To create a place where residents of, and visitors to Ancaster can purchase fresh, locally grown and produced foods.
3. To create a place for the pleasurable gathering of the Ancaster community to socialize and interact with the local farming community and food producers.
4. To create a place that restores the connection between local farmers and consumers. Farmers can learn what products and food producing practices the local consumers are seeking, and consumers can learn more about the seasonality of food production and growing practices of the local farm community.
5. To enhance local economic viability. A vibrant Farmers' Market will contribute to the image of Ancaster Village as a place to stop, shop, and visit.

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GOVERNING BODIES

ANCASTER BUSINESS IMPROVEMENT AREA (ABIA)

The ABIA will champion the AFM so long as it is located within the boundary of the ABIA. If it is determined that the AFMMG is unable to carry out their duties, the ABIA (as champions of the AFM) shall undertake the role of governing body and provide policy interpretation as outlined in this document (AFM Rules and Regulations). The ABIA shall have sole legal and fiduciary responsibility for the AFM until such time as alternate arrangements are made.

AFM MANAGEMENT GROUP (AFMMG)

The AFMMG shall be comprised of eight members, as follow: two (2) directors from the ABIA, two (2) members from the AFMVAG, two (2) members of the Community at Large, the ABIA Executive Director and the AFM Market Manager (hired by the AFM Executive Committee).

The ABIA shall appoint two (2) directors as AFMMG representatives; the AFMEC shall appoint two (2) representatives from the AFMVAG who are primary producers. Both representatives from the community at large on the AFMMG shall reside within Ward 12 of the City of Hamilton, and be neither an ABIA member nor AFM vendor. St. John's Church shall appoint one community member, until such time as they no longer host the AFM. One community member shall be appointed by the ABIA representatives on the AFMMG. Should St. John's Church cease to host the market then the community members will be appointed, one by AHVBIA representatives on the AFMMG and one by the vendor representatives on the AFMMG. AFMMG shall make decisions on all significant matters of policy. The AFMMG members as listed above will elect an AFMMG chair.

AFM EXECUTIVE COMMITTEE (AFMEC)

The AFMEC will be comprised of the BIA Executive Director, the AFM Market Manager, and the chair of the AFM Management Group. Overall new operational decisions for the AFM will be made by the AFMEC in consultation with all the above invested and affiliated groups and persons as is deemed appropriate by the AFMEC.

The AFM Management Group retains the authority to approve and invite applicants to participate as AFM vendors, provided they meet the Selection Criteria, abide by the Rules and Regulations described herein and have paid their membership dues. The affiliated groups shall be provided the opportunity to comment to the AFMEC with respect to:

- a) The overall management, operation and administration of the AFM;
- b) The improvement of the AFM site and associated area; the layout of vendor space, and other physical improvements;
- c) The regulations of the AFM, including the hours of operation; designation of stall space; charging of membership fees; charging of market fees; housekeeping rules; sanitation and posting of signs and other matters;
- d) The advocacy and support of the AFM and development of advertising and promotional programs for the AFM.

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AFM MANAGER

Daily operations of the AFM are to be carried out by the AFM manager, following the guidelines outlined in this document and the AFM Manager job description.

MARKET LOCATION, SEASON, DATES AND HOURS

The AFM will operate on Wednesdays from 3pm to 7pm. The market will operate for a 19 week period June 13th, 2018 until October 17th, 2018. The AFM is located on St. John's Anglican Church property, in the green space adjacent to the Parish Hall (37 Halson Street). Vehicular access to, and parking for the AFM will be from Halson Street. Walking and bicycle traffic has additional access points to the market.

SELECTION PROCESS AND GENERAL TERMS

Participation in the AFM is by invitation of the AFMMG. Vendor acceptance will be based on but not limited to the AFM Official Selection Criteria as outlined in the AFM Rules and Regulations. Acceptance of a Vendor is at the sole and absolute discretion of the AFMEC with no right of appeal. The AFM is a grower producer market; therefore, applicants selling goods which they have grown or produced themselves will have priority. A vendor may sell additional locally grown produce grown by a relative, neighbour or local farm and approved association under certain circumstances. For the purposes of the AFM, local is defined as being grown or produced within 160km of Ancaster, Ontario. The general selection guidelines are as follow:

- a) Eighty percent (80%) of products sold must be locally grown or produced by the Vendor. Some flexibility of the "grower only" designation is needed to provide requested products that do not yet have a grower presence at the market, and to allow for short-term fluctuations in an elastic market. The selling of locally grown items purchased from another local grower is permitted only in the following circumstances: The products are identified as deficient at the AFM; are approved by the AFMEC and fits all other local criteria. See description of deficiently represented product VGP/ERP/ARP (*page 7*).
- b) All produce that is not vendor grown must be registered with the AFMEC on a weekly basis, any association or co-op venture with one or more local Ontario farm grower(s) must be registered with the AFMEC. Produce for sale that is not vendor grown must be purchased (grower direct to grower only). It is the intent of the AFM to provide a grower presence for all product demands where possible. First option for sales of deficiently represented product will be given to existing grower vendors. The AFMEC reserves the right to have a limited reseller presence where no existing vendor is able to supply a deficiently represented product and no grower vendor presence can be found.
- c) The sales of produce purchased from a wholesaler are NOT PERMITTED at the AFM. Producers who are found not to be in compliance with the Grower / Producer only rule may be expelled from the market for a period determined by the AFMEC and will forfeit any fees paid. No warnings need be given; the decision of the AFMEC will be final. Complaints of known or suspected violations of this rule must be submitted in writing, signed by the complainant and given to a member of the AFMEC or the AFM market manager.
- d) All vendors must have a current application form on file with the AFM to be considered for vendor space. Vendors are to provide their own tables and shelter. Preference will be given to current long-term vendors, provided they are held in good standing with the AFMEC. All products being sold at

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the AFM will comply with applicable Provincial and Federal regulations regarding labeling, measuring, safety etc. Compliance with these regulations is the responsibility of the individual vendor. Live animals cannot be sold or given away at the AFM.

- e) Absolutely no peddlers will be allowed in the Market.

In addition, the following criteria form part of a non-exhaustive list of selection criteria that the AFMEC will consider when deciding between several vendors selling similar products. Priority consideration will be given to:

- a) The grower / producer closest to Ancaster, Ontario.
- b) Grower / producer using natural practices and local ingredients.
- c) Market Composition – ensuring the AFM has a good mix of vendors.
- d) Maintaining a 50% + 1 ratio of primary producers.

FARM VERIFICATION

If the AFMEC and/or market manager deem it necessary and with permission of the farmer they may visit the farm to verify their claims of locally and / or naturally grown. Denial of a farm verification visit may result in the vendor being removed from the AFM. Claims of “certified organic” must be backed by documentation from an accredited organic certifier.

VENDOR ADMINISTRATION FEES

All vendors must join the AFM Vendor Member Group as part of the application process. The Vendor Administration Fee is \$25.00 annually.

VENDOR FEE SCHEDULE

The 2018 AFM Vendor fee schedule is set as follows:

Full Season (19 weeks): \$30 per wk per 10' x 10' stall = \$570.00

Half Season (10 weeks, consecutive): \$35 per wk per 10' x 10' stall = \$350.00

VQA wineries only (19 weeks): \$50 per wk per 10'x10' stall = \$950.00 **see b) on next page.**

Payment is to be made under the following guidelines:

a) Food Vendors

Option 1 (19 weeks)

Full payment of \$570.00 + \$25.00 Vendor Administration Fee due on February 14th, 2018; or two installments, one cheque dated February 14th, 2018 for \$310.00 + \$25.00 Vendor Administration Fee and one post dated cheque dated August 2nd, 2018 for \$260.00. Both cheques must be submitted by February 14th, 2018.

Option 2 (10 weeks)

Full payment of \$350.00 + \$ 25.00 Vendor Administration Fee due on February 14th, 2018.

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b) **VQA Wineries only**

Option 1 (19 weeks)

Full payment of \$950.00 + \$25.00 Vendor Administration Fee due on February 14th, 2018.

Option 2 (19 weeks)

Two installments, one cheque dated February 14th, 2018 for \$500.00 + \$25.00 Vendor Administration Fee and one cheque dated August 2nd, 2018 for \$450.00. Both cheques must be submitted by February 14th, 2018.

- c) No refunds will be allowed after registration.
- d) In the event of cancellation of the AFM for reasons beyond the control of the AFMEC (such as extreme weather) vendor stall fees will not be refunded for that day.
- e) Reimbursement of vendor stall fees for reasons other than that stated above will be determined by the AFMEC on a case-by-case basis.
- f) Past vendors must pay in full by February 14th, 2018 to retain their stall space at the market.
- g) **All fees should be made payable to: Ancaster Farmers Market**

ABSENTEE VENDORS

Any vendor not practicing regular attendance at the AFM will be at risk of losing their place at the AFM. Priority protection rules will not apply to vendors who do not practice perfect weekly attendance, without extreme circumstances. Lack of commitment may result in vendor replacement.

STALL ALLOCATION

The AFM Management Group shall allocate vendor space as follows:

- a) Renewing seasonal vendors will receive first consideration to renew the previous year's location.
- b) Allocation of stall space will be based on consideration of any specific vendor needs and product requirements.
- c) The final stall allocation will include an appropriate product mix and will be at the discretion of the AFMEC.

INSURANCE

- a) Insurance coverage is the responsibility of the individual vendor. Each individual vendor must carry a minimum \$2 million liability insurance including but not limited to property damage and personal injury insurance, automobile insurance and product liability insurance.
- b) The AFM, City of Hamilton, ABIA, St John's Anglican Church and The Diocese of Niagara bear no responsibility for any vendor's damage to or loss of vendor's property or personal injury to vendors their employees or invitees at the farmers market.
- c) By attending and participating in the AFM, you, the Vendor, agrees to the maximum extent permitted by applicable law, to release and hold the AFM, City of Hamilton and the Ancaster BIA, St John's Church and the Diocese of Niagara and all of their respective affiliates, officers, directors, agents, employees and volunteers (collectively, "Released Parties"), harmless from any and all liability whatsoever for any injuries, losses or damages of any kind arising from attendance and participation

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in or in connection with the AFM, including without limitation, travel to and from the AFM, participation at the AFM and all other AFM related activities and any and all economic losses. Furthermore, you, the Vendor agree to defend and indemnify the Released Parties against any and all claims, judgments, damages, costs and settlements arising in any manner from any claim related to the Vendor's attendance at the AFM and sale of their respective products.

- d) All Vendors must provide the name of the Insurance Co. & Policy # and a copy of their business Insurance showing a minimum of \$2 million coverage, with the AFM, City of Hamilton, the Ancaster BIA, St John's Church and the Diocese of Niagara shown as **"Additionally Insured" parties**.

VQA WINERIES ONLY please add FMO to the above listed parties. The Provincial Government is requesting VQA wineries to also send a copy to:

Farmers' Markets Ontario®

54 Bayshore Road, Brighton, Ontario K0K 1H0

Fax: 1-613-475-2913

Email: fmo@farmersmarketsontario.com

CANCELLATION OF VENDOR PERMISSION

Infractions of AFM rules and regulations may include a "three strikes" notification process, in which vendors not in compliance will be notified in writing. If 2 notices have been given and the vendor does not comply, the third infraction will result in a letter of termination. If the vendor would like to address the AFMEC at anytime in the process, an opportunity will be given to that vendor.

The AFMEC reserves the right to terminate any Vendor's permission to participate in the AFM by providing that Vendor with written notice. Termination may be initiated by the AFMEC for any reason whatsoever in its sole and absolute discretion, including but not limited to any violation of these Rules and Regulations. The AFM is not obligated to provide reasons for terminating a Vendor. Termination under these circumstances will be effective immediately and is without any right of appeal.

VENDOR CATEGORIES

The AFMMG has designated three (3) different vendor categories as they relate to being involved with the AFM.

PRIMARY PRODUCERS - Are those who grow or raise their own products within 160km of Ancaster
SECONDARY PRODUCERS - Are those who produce foods themselves such as artisan bakers and makers of preserves and cheeses. To the greatest extent possible their products must be made with locally grown ingredients; if these are unavailable a maximum of 50% (by weight) of the ingredients in their products may be sourced from outside of Ontario.

HANDCRAFTS - The AFM is a food-based market. Handcrafts are permitted at the market if sold by the primary producers, for example. A goat farmer may sell goat milk soap and goat hair products. Crafts not related to a primary product may be allowed at the discretion of the AFMMG. These crafts should be made from local natural materials, such as bees wax candles, pottery or knit wear with natural locally produced materials. These will be considered on an individual basis.

Space will be limited and at the discretion of the AFMMG. Food based naturally grown produce will take precedence over artisan products or crafts where space availability is limited.

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PRODUCE CATEGORIES

The AFMMG has identified 4 basic categories of product as being needed, and one special category*.

1. V.G.P. (Vendor Grown or Reared Product) – Produce grown by the vendor is the priority category for the AFM.
2. E.R.P. (Emergency Replacement Product) Product that is not vendor grown, but is identical to a vendor's own grown product already being sold at the AFM (listed with the AFMMG). E.R.P. to be limited to 20% of the vendor's table space. No priority rule applies, and must be justified if used repeatedly.
3. A.R.P. (Absent Requested Product) Produce that is not vendor grown and is distinctly different from any other vendor grown product available at the market on that day. A.R.P. is limited to 20% of the vendor's table space. No priority rule can apply. (Used to ensure variety of product at the market)
4. I.R.P. (Insufficient Represented Product) Produce needed to supply demand. Product that is similar or identical (not distinctly different) to another vendor's product. Product that existing grower/producer/vendor(s) have been unable, on a consistent basis, to demonstrate the ability to meet consumer demand. In the absence of finding the needed additional (vendor) grower /producer presence, I.R.P. (Insufficiently Represented Product); as determined by the AFMMG can be sold by an existing AFM vendor who is not the grower/producer of that product. I.R.P. must be added to A.R.P. with the amount of resold product limited to 20% of the vendor's table space. Priority rule will not apply.

GROWER PRIORITY RULE

Any non-vendor grown identical product (not distinctly different) that is not determined by the AFMMG as being deficiently represented will be subject to grower priority rules. Vendor grown produce will be given priority.

ADDITIONAL TENT SPACES

Non-vendor stall space (1 - 10' x 10') will be made available, and tents provided to support and promote the following community interests.

ABIA / AFM Administration Tent

To be used by the ABIA Executive Director, AFM Market Manager, members of the ABIA Board of Management and AFMEC to promote ABIA / AFM general community interests. Activities to include the distribution of brochures promoting Local Community Village events, sell AFM swag and conduct ABIA / AFM business matters – signup for pie contests, pickling classes and raffle. No sales are permitted unless the 50%+1 primary producer ratio can be maintained. There is no charge for this space.

ABIA Member Tent

To be booked on a first come, first served basis by one (1) ABIA member per week to promote their business to the AFM community. ABIA businesses are limited to one (1) week per season, based on availability. No sales are permitted in this space. There is no charge for ABIA members to use this space, but there are promotional activities that the member must fulfill in order to be considered.

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Artist Tent

For the promotion and exposure of local, artistic talent. Any local artist may use this space for Plein Air art projects. There is no booking required to use this space, nor a charge. No sales are permitted in this space.

Not For Profit (NFP) Tent

For the promotion and exposure of local, NFP organizations. To be booked on a first come, first served basis, and limited to one (1) week per season, based on availability. NFPs may distribute information on their work, events and other programs. No sales, collection of fees or donations are permitted in this space. There is no charge for NFP organizations to use this space.

St. John's Church Tent

As the hosts of the AFM, St. John's Church will be provided one vendor space at no charge. Activities within this space are subject to the Rules and Regulations outlined in this document. Tent space will be provided to St. John's Church only so long as they are hosts of the AFM. Should the AFM move to another location, St. John's will be subject to the standard vendor policies outlined in this document.

SPECIAL EVENT / MOBILE FOOD STANDS

At the discretion of the AFMEC the AFM reserves the right to allow a limited number of non-vendors to provide food sales during market hours, under the category of Event Food Sales, to supply novelty food items (snacks and beverage) for patron / vendor enjoyment at the AFM. As such, this category of sales will not have AFM vendor status privileges and may be restricted from being located within the AFM vendor area, subject to availability. Stall location priority status based on previous year's location will not apply. Sales of such items may be placed outside the market vendor area at the discretion of the AFMEC, at any time, without notice depending on availability of space. Product sales under the Special Event Food Sales / Mobile Food Stand must satisfy all other applicable and required criteria as stated in the AFM rules and regulations, show proof of insurance and agree and accept the LIMITATION OF LIABILITY & INDEMNIFICATION as stated in the AFM rules and regulations and are responsible for obtaining all necessary licenses, permits, inspections and certificates required for the sales of their products. Special Event Food/Mobile Food Stand must be accepted by and have a signed agreement with the AFMEC prior to participating at the AFM site during AFM market hours. Stall fees are required; however, services to the AFM in lieu of fees may be negotiated.

VENDOR RESPONSIBILITIES

Compliance

Vendors must fully comply with the Rules and Regulations as set out in this document. Failure to do so may be grounds for termination of the Vendor Agreement and membership.

Market business

The only business that shall take place at the AFM shall be that which has been contractually confirmed with the AFMEC.

Punctuality

Vendors may enter the AFM site at 1pm on market day to start setting up. Vendors shall be open for business by 3pm and shall make every effort to notify the Market Management as soon as possible if they

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are not going to be in attendance that week. Vendors must keep their booths/stalls/tables open for the entire Market Day. DO NOT tear down before 7pm.

Weather

The Ancaster Farmers' Market is a 'Rain or Shine Market', which means we will be officially OPEN during our regular hours, even in inclement weather conditions. In the event of major weather events or natural disasters, the Ancaster Farmers' Market staff will give you notice if normal operations are canceled. This notice will be communicated through email, website updates, and social media posts (Facebook, Twitter, and Instagram). Please check these platforms if extreme weather conditions are predicted. If you do not receive notification of cancellation, you are expected to report as scheduled.

The only EXCEPTION is lightning and severe weather warnings, such as severe thunderstorms warnings, or a tornado warning. If severe weather is imminent (usually signified by sirens and/or alerts from the national weather service) or lightning is seen, vendors have the option of leaving the market to find safety. Vendors are permitted to find safety in the St. John's Parish Hall. If you choose to leave the Market premises, please notify the Market Manager before you do so. Note the following regarding this:

- a) We are unable to reimburse you for your fee.
- b) Vendors must leave in a safe and responsible manner in their vehicles, as patrons will be present around the market space. Please be mindful of this, especially in the case of pedestrian traffic.
- c) If you choose to leave your merchandise or equipment unattended, we are not responsible for these items.

Vendors are expected to appear on their scheduled days, regardless of the weather forecast. If a vendor does not appear and does not give proper advance notice, the vendor will forfeit their daily fee.

The market manager or designee on site has the ability to call off the market in extreme circumstances at their discretion.

Products

Vendors must 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. seasonality of product. All vendors must remove their tables and products and their own garbage after every Market day. Any dairy (milk/cream/egg) based product MUST be kept in a cooler or refrigerator to follow food safety standards. Vendors with prepared foods MUST have a copy of a current food safety certificate and certified (kitchen) facility certificate.

Displays

Vendors are responsible for providing all display materials (displays, tents, chairs, etc) and for setting up and tearing down their displays. Vendors must keep within appointed stall guidelines, not interfering with walkways or driveways etc. Tents, umbrellas etc. must be properly fastened together and anchored immediately on set up. Any ropes, poles etc used in the shelter construction must not interfere with customer traffic and must be provided by the vendor. **ALL TENTS MUST BE SECURED TO THE GROUND USING PEGS OR SAND BAGS PRIOR TO THE MARKET OPENING AND THE START OF ANY SALES.**

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Parking

Vendors must park their vehicles within their allocated market parking space. Please limit your parking to one car per Vendor stall on site. We would like to encourage Vendors to use offsite parking when feasible to allow more parking for customers.

Conducting Business

Vendors must ensure their booths are properly manned at all times. Sales must be conducted in an orderly and business like way. No shouting or other objectionable means of soliciting trade are permitted. Vendors are expected to conduct all business associated with the AFM in a professional and courteous manner. Any harassment of other vendors, City Staff, AFM/BIA staff and volunteers, market customers, or other individuals may result in a cancellation of the vendor's agreement.

Pricing

Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Each vendor will be responsible for his or her own sales tax collection, where applicable.

Permits

Vendors are responsible for obtaining all necessary licenses, permits, inspections and certificates for the sale of their products.

Farm products grades and sales act

Produce should be sold by units or containers. 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.

Refuse

Booth/stalls/tables must be kept free from refuse during the Market day, and vendors are responsible for ensuring their stall space is left clean at the end of the day.

Prohibited

No alcoholic beverages are permitted on the Market site other than at a VQA winery stall. Vendors and their representatives are kindly requested to refrain from smoking while on the AFM site.

Subletting

Under no circumstances will the AFM permit the subletting of stall space without explicit written consent of the AFMEC.

Insurance

Each individual vendor must obtain and show proof of their own business insurance for a minimum \$2 million liability including but not limited to property damage, personal injury insurance, automobile insurance and product liability insurance. The AFM, City of Hamilton, ABIA, St John's Anglican Church and The Diocese of Niagara bear no responsibility for any vendor's damage to or loss of vendor's property or personal injury to vendors, their employees or invitees at the farmers market.

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Incidents/accidents/infractions

All market vendors are encouraged to report any incidents, accidents and rule infractions at the market to the Management on the day the incident occurred.

Amendments to this document

This document may be amended at any time at the sole discretion of the AFMEC. Any issue not covered in this document will be dealt with by the Market Management, Board of Directors, and ANCBIA. A notice of any amendments to these Rules and Regulations will be posted on the AFM website which can be accessed at www.ancasterfarmersmarket.com.

MARKET MANAGER CONTACT INFORMATION

Phone - 289-239-7828

Email - marketmanager@shopancasterfarmersmarket.com

Ancaster Farmers Market

Attn: Market Manager

314 Wilson Street East

Ancaster, ON L9G 2B9

In order to participate in the market:

Complete the 2018 Vendor Application Form and send it by MAIL / E-MAIL / SUBMIT ONLINE / by February 14th, 2018.

Participation will NOT be allowed unless the vendor has completed the AFM application and agrees to be bound by the Rules and Regulations, the vendor application has been approved by the AFMEC and fees have been paid.