



ST. LAWRENCE Farmers Market



2019 ANNUAL PERMIT

THIS PERMIT is dated as of the **XX**, 2019 and valid until December 31st, 2019

Between: CITY OF TORONTO
- and -
_____ c.o.b. as " _____ "

I (we), the undersigned _____ hereby undertake and agree without reservation of any kind with the City of Toronto for the privilege of occupying and using a stall(s) and/or table(s) at the St. Lawrence Farmers Market, as follows:

1. To pay a market fee for the use of the stall(s) and/or table(s) unless terminated prior to the end of the permit as set out below, for

Category X			
Stall or Table No.	Fee Per Saturday (\$)	Monthly Fee (\$)	Annual Fee (\$)

2. To pay the fee referred to above monthly in advance by depositing with the City, as represented by the Real Estate Services division staff with the responsibility of managing the Market ("Market Management") twelve post-dated monthly cheques at the time of executing this permit or joining the City's Pre Authorized Payment Plan ("PAPP"), on the understanding that this permit shall terminate if the fees are in arrears in excess of one (1) month.
3. That the permit fee is non-refundable.
4. If I (we) have not occupied my stall(s) and/or table(s) by 6:00 a.m. on any market day, my right to occupy and use my stall(s) and/or table(s) is forfeited for that day only.
5. This permit entitles me only to the use of stall(s) and/or table(s) referred to in this permit.
6. To give Market Management thirty (30) days written notice in the event that I (we) propose to terminate my use of my assigned stall(s) and/or table(s).
7. I (we) will use the stall(s) and/or table(s) solely for the purpose of conducting the sale of products outlined in Appendix C.
8. That the City of Toronto retains the right at any time and from time to time upon reasonable notice to assign to me a stall(s) and/or table(s) in place of the stall(s) and/or table(s) referred to above and upon assignment to vacate the stall(s) and/or table(s) occupied by me at such time as may be specified to me by the Market Management.
9. That any stall(s) and/or table(s) assigned to me is (are) owned and in possession of the City of Toronto at all times and I (we) have been given the privilege only of occupying or using the stall(s) and/or table(s) for only the time covered by this permit.
10. I (we) will observe and comply with all requirements of all relevant jurisdictions having authority, including, but not limited to public health laws, food handling laws and all by-laws, regulations, notices, orders and demands.
11. I (we) shall and do hereby indemnify and save harmless the City of Toronto on from and against all actions, causes of action, interest, claims, demands, costs, damages, expenses or loss which the City may bear, suffer or be put to by reason of any damage to property or injury or death to persons as a result of the privilege herein allowed to me.
12. I (we) will abide by the Operational Procedures (Appendix A) and the Operating Rules and Regulations (Appendix B) of the St. Lawrence Farmers' Market as set by the City of Toronto, a copy of which I (we) have received with this permit. Failure to abide by Appendix A, B and C will result in cancellation of the permit.
13. I (we) acknowledge that this permit is not transferable, and I (we) will not assign or sublet my stall(s) and/or table(s) at any time.

Dated at _____, _____ this _____ day of _____

Authorized Signature of City of Toronto
Daniel Picheca, Acting Manager
Real Estate Services

Signature in Full of Stallholder

Address of Stallholder (Street, City, Province, Postal Code)

Telephone Number



ST. LAWRENCE *Farmers Market*



2019 ANNUAL PERMIT – APPENDIX A: Operational Procedures

1. The St. Lawrence Farmer's Market (the "Market") is administered by the City of Toronto's Director of Real Estate Services or his/her designate(s) from the Real Estate Services Division (the "Director").
2. There shall be a St. Lawrence Farmers' Market (The "Market") on each and every Saturday of the year. In the event a statutory holiday falls on a Saturday, the Director may designate another day in the same week as market day.
3. The St. Lawrence Farmers' Market shall be located in the open area of the North St. Lawrence Market building and/or any other building dedicated for the purposes of operating a St. Lawrence Farmers' Market.
4. The Market shall be open to the public from 5:00 a.m. to 3:00 p.m. each market day.
5. The permit holder may not vacate their stall(s) and/or table(s) before 3:00 p.m. and shall make best efforts to have enough products to sell until the end of the Market day.
6. Any individual who wishes to operate a stall(s) and/or table(s) at the St. Lawrence Farmers' Market must obtain an annual permit to operate a stall(s) and/or table(s).
7. The permit to operate a stall(s) and/or table(s) at the Market is a direct arrangement between the City and each individual stallholder. Assignment of tables by the stallholder to anyone is not permitted; permits must be in the name of the stallholder.
8. The Director, in his/her discretion, shall issue permits to qualified applicants to fill vacancies, keeping in mind the desirable product mix and the number of tables assigned to each category. Applicants who meet the requirements for Category "A" and the product mix guidelines shall be given priority until 80% of the total number of vendors at the market are occupied by Category "A" vendors. The preference for Category A vendors is subject to the desire to maintain a satisfactory mix of available products at the Market.
9. Partnerships or joint ventures to operate stalls at the St. Lawrence Farmers' Market will not be recognized or permitted by the City. If an existing permit holder enters into a partnership to operate a stall(s) and/or table(s) at the St. Lawrence Farmers Market, the permit to operate the stall(s) and/or table(s) shall be revoked.
10. If an immediate family member of retiring stallholder in Category "A" applies for a permit for the same space, and the product origin is the same facility or farm of the retiring vendor, consideration for a permit will be given to that family member subject to them meeting the requirements for Category "A". An immediate family member is considered to be a son, daughter, mother, father, husband or wife.
11. The permit holder may hire employees to sell his or her products at the Market. However, the permit holder shall be present at the Market at least 50% of each year, and at least once every two (2) weeks.
12. The sale of imported products shall not be permitted during their equivalent Ontario growing season. Stallholders who experience crop failure due to Acts of God may apply to the Application Review Committee for a temporary exemption to this requirement.
13. The outside stall(s) and/or table(s) at the market will be occupied by Category "A" permit holders during the growing season.

Cancellation of Permit:

1. Where a permit holder fails to comply with any provision of these regulations the Director of Real Estate Service may suspend the permit for a specified period of time or revoke the permit. The decision of whether to suspend or revoke a permit, or the length of any suspension, shall be entirely at the discretion of the Director.
2. Where the permit is suspended, the stallholder is prohibited from occupying the stall(s) and/or table(s) during the period of suspension.

Table/Stall Fees (HST Excluded):

Category	A	B	C
Table Only	\$24.68	\$36.98	\$43.13
Medium Cooler	\$32.60	\$44.90	\$51.05
Large Cooler	\$38.23	\$50.53	\$56.68
Outdoor Stall	<i>Fees vary by location</i>		

Each vendor who utilizes hydro in the Market building will be required to pay a flat fee of \$27.47 for the use of the electricity.



ST. LAWRENCE *Farmers Market*



2019 ANNUAL PERMIT – APPENDIX B: Operating Rules & Regulations

1. Each permit holder may only occupy the stalls or table(s) assigned to him/her and as noted in the permit. A copy of the Permit must be kept at the stand at all times when the stall(s) and/or table(s) is operating and is subject to visual inspection at the discretion of the Director of Real Estate Services or his/her designate(s) (the "Director"). City staff with the responsibility for managing the operations of the Market are referred to herein as "Market Management".
2. All activities must be conducted in and from the assigned stall(s) and/or table(s) in a peaceable and orderly manner to the satisfaction of Market Management. No person shall be entitled to use any tables during a Market period except a permit holder whose permit is for such stall(s) and/or table(s) and is in effect.
3. No permit holder shall occupy any other table(s) during a Market period except those which their permit has been issued.
4. Notification must be provided in writing one week in advance if the stall(s) and/or table(s) will be vacant during any Market day.
5. If a stall(s) and/or table(s) remains vacant for two consecutive weeks, the permit for that stall(s) and/or table(s) may be revoked, except if the permit holder has requested and obtained prior written permission from Market Management to be absent from the Market based on extenuating circumstances.
6. The maximum number of Market days that a stall(s) and/or table(s) may be vacant is three days during the permit period. All efforts should be made to have staff or representative(s) to operate your stall(s) and/or table(s).
7. The permit holders may from amongst their number, form a committee for the purpose of submitting in writing to Market Management suggestions, recommendations, grievances and complaints. The membership of this "Farmers Market Committee" must, at all times be representative of the vendor category makeup of the Market. Whenever Market Management receives any such suggestions, recommendation, grievance or complaint, Market Management shall investigate the same and in the event that Market Management is unable to address it to the satisfaction of the Committee, the matter shall be referred to other City Authorities by Market Management. The Committee and Market staff will meet on a regular basis to discuss matters of mutual interest.
8. The permit holder shall file proof of third party liability insurance provided that the policy is in an amount not less than two million dollars (\$2,000,000.00) inclusive per occurrence for bodily injury, death and damage to property including loss of use thereof as related to the operation of the stall(s) and/or table(s) in the St. Lawrence Farmers Market.

The above public liability insurance shall be in the name of the permit holder and shall name the City of Toronto as additional insured thereunder. The permit holder shall ensure that the insurance required shall be kept in force for the period during which they are vendors under the St. Lawrence Farmers Market program. No permit holder who is required to file proof of insurance with Management shall fail to maintain in force and to renew the same in a timely manner and to pay the premium due thereon. Management will remove any permit holder from the St. Lawrence Farmers Market upon receipt of notice that their policy of insurance is to expire on a stated date, unless further proof of insurance is filed on or before that date.

9. The stall(s) and/or table(s), products or other materials are not permitted to extend outside of the perimeter of the assigned area.
10. A readily visible and easily read sign must be kept on display above the produce and products available for sale during Market hours, bearing the name and address of the permit holder using a letter type at least three inches in height. All products must be marked with a sign that indicates their origin, e.g. Grown in Ontario.
11. No permit holder will obstruct with any product or equipment any aisle, passageway, lane, maneuvering space, ramp, access driveway, fire hose cabinet, access driveway, fire hose cabinet, access to a fire exit or fire exits.
12. No permit holder shall make any noise or nuisance deemed to be unnecessary by Market Management or which may annoy or disturb other persons.
13. The permit holder must remove all material, vacate the Market and leave the stall(s) and/or table(s) clean and clear to the satisfaction of the Market Management by no later 5:00 p.m.
14. The permit holder must remove any produce, food or any other material from their stall(s) and/or table(s) immediately upon the request of the Market Management.
15. The permit holder must remove all obstructions immediately upon the request of the Market Management.
16. The permit holder will be required to pay the full cost of repairs of any damage resulting from their use of the stall at the Market including but not limited to damages to tables, chairs or coolers.

17. The City is not liable for any damage to property that is owned by the permit holder and stored at the Market, which shall be entirely at the permit holder's risk.
18. No permit holder will use any electric, cooking and/or any other such equipment that is in an unsafe condition or does not comply with the requirements of the Ontario's Building Code and the Electrical Safety Association. Each vendor who utilizes hydro in the Market building will be required to pay a flat fee for the use of the electricity.
19. No permit holder shall enter into any electrical or mechanical room(s) in the Market.
20. The permit holder shall not offer for sale or expose for sale anything by auction.
21. Permit holder shall not affix signs, placards, posters or any other material, in any way, to the building or any other thereof without prior written approval of Market Management. No vendor shall distribute handbills, tracts or any other printed matter of any kind in the Market without first obtaining written approval of the Market Management.
22. Cooking or heating or applying heat to any foods or any other foods or produce without obtaining prior written approval from Market Management is not permitted in the Market.
23. No permit holder shall obstruct Market Management in the performance of their duties.
24. The possession and consumption of alcohol and illegal drugs and the use of smoking products are prohibited in the Market building.
25. No produce, merchandise or equipment is to be stored in any other locations in the building other than at the stalls assigned to the permit holder.
26. Permit holders must leave their stall(s), tables and refrigerators in a reasonable clean condition after every Saturday use.
27. Any City equipment authorized to be used for loading or unloading must be immediately returned to the storage area after use.
28. No permit holder shall enter the Market building before 3:00 a.m. for the purpose of setting up their stall(s) and/or table(s), unless previously authorized by Market Management.
29. All vehicles must be removed from inside the Market before 5:00 a.m.
30. Vehicles are not permitted in the Market building during the operating hours of the Market from 5:00 a.m. to 3:00 p.m.
31. No permit holder will be permitted to load or unload other than on the loading docks and other authorized areas.
32. No permit holder will stop, park or leave vehicle at or on the entrance or exit ramps outside the building, in the Market or in the loading dock area or in the entrances to the Market except only for the purpose of and during loading or unloading.
33. No permit holder will operate the motor of a vehicle while it is in the Market during loading or unloading.
34. All permit holders will use the overhead doors in a safe and orderly manner.
35. No vehicle will be driven in the Market building at a rate greater than 5 kilometers per hour.
36. Where a vehicle is stopped, parked or left contrary to these regulations the Market Management or a police constable upon the request of the Market Management may cause the vehicle to be tagged and towed at the owner's expense. The owner of the vehicle shall pay the costs of removing, care and storage of the vehicle.
37. Permit holders acknowledges that the permit is valid only under the assumption that the permit holder has a fully operative farm or commercial kitchen as required in the application. In the event that a physical inspection demonstrates otherwise, the permit shall be immediately revoked.
38. Permit holders give consent to unannounced inspections by Market Management accompanied by members of the Farmers' Market Committee for the purposes of ensuring compliance with these Rules and Regulations.