



DALHOUSE OUTDOOR FARMERS' MARKET POLICIES (2023)

1. GENERAL

- 1.1. The Dalhousie Farmers' Market is operated by the Dalhousie Community Association.
- 1.2. Vendors acknowledges that all communications to the Dalhousie Farmers' Market shall be conducted via email or in writing delivered in person or by registered mail. Vendor is to notify the Dalhousie Farmers' Market if there is any change of email addresses. Written communication shall be directed to:
Market Manager,
c/o Dalhousie Community Association,
5432 Dalhart Road NW,
Calgary, AB T3A 1V6
- 1.3. If there is any dispute between vendors and the Dalhousie Farmers' Market, the Board of Directors of the Dalhousie Community Association will act as the arbitrator. The decision of the arbitrator will be final after reviewing all the facts presented.
- 1.4. Dalhousie Farmers' Market reserves the right to alter, amend or introduce new rules governing activities and conducts within the Market. Vendor will be notified with 10 days notice of any changes.

Please initial here to indicate that you have read and agree: _____

2. MARKET HOURS OF OPERATION

- 2.1. The 2023 Dalhousie Outdoor Farmers Market will be open weekly on Thursdays from 3:30 pm - 7:30 pm from June 1, 2023 to September 21, 2023 unless otherwise determined by the Market Manager.
- 2.2. Unless deemed unsafe by the Market Manager, we are a rain, snow or shine event. No refunds shall be issued due to inclement weather.
- 2.3. **If a vendor has booked a stall but cannot make it, the vendor must contact the Market Manager via email by 10:00 a.m. the day before the Market Day. If you are absent two times without notification or valid reasons, the Market Manager has discretion to discontinue the rental stall to you. There will not be any refunds whatsoever.**
- 2.4. Vendors may not sell products before the Market opens each Thursday at 3:30 p.m.
- 2.5. Vendors shall not pack up or disassemble any equipment or drive out of the Market before the Market closes at 7:30 p.m., unless special permission has been granted by the Market Manager.

Please initial here to indicate that you have read and agree: _____



3. STALLS SETUP AND TAKEDOWN

- 3.1. We will try to advise in advance of your assigned stalls. Vendors may check in with the Market Manager or delegate when they arrive on the Market Day to confirm their designated stall. The Market Manager has discretion to change the vendor's locations.
- 3.2. Vehicle unloading will be permitted between 2:00-3pm on Market Days. Vendors must be on site by 3:10 p.m. or their stall space cannot be guaranteed.
- 3.3. Vendors shall not pack up or disassemble any equipment before the Market closes at 7:30 p.m., unless special permission has been granted by the Market Manager. If you have sold out of your products before the Market closes, please display a SOLD OUT sign on your stall.
- 3.4. Vendors must be set-up and ready to sell 15 minutes prior to the market opening (3:15pm).
- 3.5. Vendors must be cleaned up and off their site within one hour of market closing time (8:30pm).
- 3.6. Vendor agrees to keep the stall the same condition as before and will be responsible to clean up the stall thoroughly after the Market closes. This includes removing any garbage. Vendors may be charged a cleaning fee if cleanup is not done for the stall after use. Garbage cans provided at the Market are for the use of customers only.
- 3.7. **Vendors may not use Dalhousie Community Association garbage bins.**

Please initial here to indicate that you have read and agree: _____

4. LOCATION & PRODUCT

- 4.1. The Dalhousie Outdoor Farmers' Market will be held outside next to the Dalhousie Community Association.
- 4.2. The Dalhousie Farmers' Market only rent tables to vendors who sell
 - 4.2.1. Agricultural products
 - 4.2.2. Non-agricultural food products
 - 4.2.3. Craft and artisan products
- 4.3. No stall shall be rented to political, religious or advocacy groups.
- 4.4. We make no non-competition guarantee to any vendor although we will limit the number of vendors selling similar products.
- 4.5. The Dalhousie Farmers' Market reserves the right to assign the stall location to vendors depending on safety and government regulations. We will make every effort but cannot guarantee the same site location to vendors each week. Vendors agree that the location of their rental stall will be at the discretion of the Market Manager.
- 4.6. Vendors may not sublet or lease or share or gift their stall to other parties under any circumstance.
- 4.7. All items to be sold at the Market must be listed on the application. Any addition to the original application must be submitted in writing to the Market Manager for approval prior

- to including the item(s) at the stall. The Market Manager reserves the right to request vendors immediate removal of all products not approved for sale.
- 4.8. Vendors claiming organic or any other certifications for their products must provide a copy of current certifications. Certification(s) must be displayed at the Market.
 - 4.9. Vendors acknowledge that they must comply with all food safety rules and regulations and labeling requirements.
 - 4.10. Dalhousie Community Association is not responsible for loss or damage to vendors' products or personal property.
 - 4.11. Dalhousie Community Association will actively promote the Market but will not be responsible for a vendors' success.
 - 4.12. Sale of used goods or flea market products is prohibited.
 - 4.13. Dalhousie Farmers' Market is a dog-friendly site outside. Vendors are not allowed to bring pets to the Market, nor to allow pets into food preparation/storage areas.
 - 4.14. No sampling is allowed during COVID restrictions. Once restrictions are lifted, sampling may be offered again.

Please click initial to indicate that you have read and agree: _____

5. MARKET DATES AND FEES

- 5.1. Outdoor Market Stall Fees 2023: Stall fees pay for a standard 10' x 10' space plus vehicle.
- 5.2. Our Outdoor Market season runs Thursdays 3:30-7:30pm, June 1 – September 21, 2023. There are a total of 17 outdoor markets.

Note: Electricity is not available	Fee per 10' x 10' stall space including vehicle
Full Season (17 market days)	\$680
1-4 market days	\$45 per market day
5 to 9 market days	\$43 per market day
10 or more market days	\$42 per market day
Table and Chair Rental	\$20 per market day

- 5.3. You will be invoiced once accepted, and are able to submit payment online with credit card or call in with credit card (403-286-2555 ext 1)
- 5.4. Payments are due once accepted as a vendor.
- 5.5. Vendors will not be permitted to vend without having paid.
- 5.6. Any vendors not paid 7 days before their first scheduled market may have their market dates removed from the schedule, and risk being placed on the waitlist.
- 5.7. **VENDOR FEES ARE NON-REFUNDABLE.**
- 5.8. All product displays, selling tables and equipment must remain within the designated stall area. Vendors must not block any aisle, walkway, lane, entrance and exit with their equipment or products.
- 5.9. Fees are guaranteed for one season only.

Please initial here to indicate that you have read and agree: _____



6. VENDOR OBLIGATION

- 6.1. Outdoor Market Stall Fees 2023: Stall fees pay for a standard 10' x 10' space plus vehicle.
- 6.2. Vendor is responsible for complying with provincial and city health and licensing requirements governing the production and sale of their products. Vendor is responsible for knowing and complying with all Municipal, Provincial and Federal laws and regulations. In addition, all vendors must ensure that their employees, agents, or contractors comply with the same rules and regulations.
- 6.3. Vendors selling food must have a valid Food Handling Permit issued by Alberta Health Services.
- 6.4. Vendor must follow all Alberta Health Services rules as applicable on Market day. All vendors must follow any COVID 19 rules and regulations as outlined by the government. Failure in following the government rules and regulations will result in immediate removal from the Market. No refund of the fees will be issued.
- 6.5. Vendor agrees to set up their assigned stall safely for the public and secure their products or equipment properly and follow all safety requests from the Market Manager.
- 6.6. Vendor agrees to post a sign identifying the owner or the name of the farm/business and the address/location.
- 6.7. Vendor agrees to keep their stall space neat and tidy during the Market. No vendor shall make any noise or nuisance that affects the enjoyment for the public or other vendors.
- 6.8. Any customer's concerns or complaints are best handled by the vendor. The Market Manager can help when required.
- 6.9. Vendor agrees to promote the market through various social media, flyers, word of mouth, vendor newsletters.

Please initial here to indicate that you have read and agree: _____

7. GENERAL CONDUCTS

- 7.1. Vendors are expected to respect other vendors, Market Manager, customers, and the public. Name calling, rude or inappropriate behavior will result in immediate removal by the Market Manager. No refund of rental fees.
- 7.2. Vendors are responsible for its own employees, agents, or contractors' actions in the Market.
- 7.3. Any valid complaints received concerning unprofessional conduct by the vendors may be considered grounds to expel the vendors from the Market. No refund will be issued.

Please initial here to indicate that you have read and agree: _____

8. LIABILITY

- 8.1. Vendors must carry minimum \$1 million liability insurance. Documentation may be requested by the Market Manager or designate. Dalhousie Community Association must be named as an additional insured.
- 8.2. Vendor shall be responsible for any and all damages, including but not limited to bodily injury and property damage, caused by the Vendor as a result of their operation, their employees, equipment, including equipment provided to the Vendor by the Dalhousie Community Association, stall area, products, goods, property or vehicles at the Market.
- 8.3. Vendor agrees to reimburse The Dalhousie Community Association for the cost of repairs to any property or equipment belonging to the Dalhousie Community Association and damaged by the Vendor.
- 8.4. Vendor agrees to release from all liability of the Dalhousie Community Association and the Market Manager upon such occurrences as
 - 8.4.1 death or injury arising from any happening at the Market,
 - 8.4.2 loss or damage to, or loss of use of property located in the Market and/or any other part of the stall,
 - 8.4.3 death, injury, loss or damage to persons or property resulting from rain, flood, sun, fire explosion, snow or any other natural or unnatural occurrence during Market days.
- 8.5. Vendor agrees to indemnify and hold harmless the Dalhousie Community Association, the Market Manager, the City of Calgary (collectively, the "Indemnified Parties") from and against all liabilities, claims, costs, expenses, or demands, including legal fees, which now or hereafter may be suffered or incurred by any of the Indemnified Parties as a result of Vendor's use of stall at the Market and the operations and equipment of the Vendor, including the use of the equipment provided to Vendor by the Dalhousie Community Association.

Please initial here to indicate that you have read and agree: _____

9. TERMINATION

- 9.1. Dalhousie Farmers' Market shall have the right to remove any vendor immediately for any breach of Market Policies, verbal or physical abuse to fellow vendors, Market Manager, customers, or anyone in the Market. There will be no refunds if expelled from the Market.

Please initial here to indicate that you have read and agree: _____



DECLARATION

By Signing this document, I agree that I have read and fully understood and accepted all rules contained herein including the Market Policies provided to me. I will comply with all rules, regulations, policies and guidelines by the Dalhousie Community Association, Alberta Health Services, and the City of Calgary. I agree to pay the rates as set out in this document. I acknowledge that the Market Manager has discretion of expelling any vendors who do not comply with the rules. I understand that the decisions of the Dalhousie Community Association Board of Directors are final and binding.

Name of Company/Vendor	
Name of person signing on behalf of the Company/Vendor	

Signature: _____

Date: _____

