LAND USE AGREEMENT FOR THE PURPOSE OF A WINGHAM FARMERS' MARKET

BETWEEN:

THE CORPORATION OF THE TOWNSHIP OF NORTH HURON

(the "Township")

AND

THE WINGHAM FARMERS' MARKET COMMITTEE

(the "Farmers' Market")

WHEREAS the Council of the Township of North Huron supported the Wingham Farmers' Market for the 2016 season which was held at Cruickshank Park located at 360 Josephine Street owned by the Township of North Huron.

AND WHEREAS The Wingham Farmers Market has requested to again locate in Cruickshank Park for the 2017 season

AND WHEREAS The Township of North Huron owns and operates Cruickshank Park

AND WHEREAS the parties hereto wish to establish terms for the Farmers' Market to use Cruickshank Park for the purposes of a Farmers' Market:

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by both parties, the parties hereto agree as follows:

Term

The Farmers' Market will have permission to use the site on Wednesday afternoons from 2:30pm to 8:00pm for the months of June to September. This agreement is for the 2017, 2018 and 2019 seasons. Through a motion of Council, this agreement may be extended to future years, until terminated by either party under the terms of the Termination Clause, or by mutual agreement. The agreement may be updated to reflect additional terms through mutual agreement by both parties. This may be in the form of an amendment to this current agreement, or by way of a new agreement.

Usage

The site is being used for the purposes of a producer based community driven Farmers' Market. The intent of this program and retail service is outlined in "Introducing Wingham Farmers' Market 2015" document and the "Wingham Farmers' Market Association Rules and Regulations – 2017 Market Season" attached to this agreement as Schedule B. Any other use of this property under this agreement is prohibited.

Rent

As decided at the April 18, 2016 Council, the Farmers' Market Committee will be eligible to access the community rate for the use of Cruickshank Park at 360 Josephine Street for the Farmers' Market. The community rate is Councils contribution to the support of the Farmers' Market. The Farmers' Market is responsible for any operating expenses associated with the use of this space for the Farmers' Market.

Site Condition

The Farmers' Market is responsible for any damage to the property as a result of the Farmers' Market and will reimburse the Township for any repair costs. At the start of each season both parties will meet to review the condition of the site. The site must be in the same condition at the end of the Farmers' Market season.

Any permanent changes to the site, or any temporary changes that will remain in place at times when the Farmers' Market is not in operation, must be approved in writing, in advance, by the Township.

The Farmers' Market is responsible for site conditions during the Farmers' Market. The Township will inspect the site prior to 3:30pm on the day of the Farmers' Market, and by noon on the day following the Market. Any issues will be brought to the attention of the Farmers' Market for immediate corrective action. Any corrective action that must be taken on by the Township as a result of inaction by the Farmers' Market to correct issues, will be expensed to the Farmers' Market. Payment to be received prior to the start of the next Farmers' Market.

The space provided allows for a maximum of 14 vendor sites inside the park. This is inclusive of the Community Site for use by local Community Groups, donated by the Farmers' Market. The site setup will comply with the following:

- Farmers' Market will be set up as per Schedule A attached to this agreement.
- Canopies set up for each vendor will be roof only, no sides.
- No set up will penetrate the ground for any purposes.
- The Farmers' Market will be aware of vendor and shopper safety and immediately correct any condition that may be unsafe and maximize participant safety.

- No vehicles are permitted to drive on Cruickshank Park as part of set up, take down, or during the market.
- The Farmers' Market will make arrangements for available washrooms for vendors and patrons of the market.

Alcohol Samples

Under the guidelines of Ontario Farmers Market, samples of alcohol may be served at an Ontario Farmers' Market. Any alcohol service at the Wingham Farmers' Market must comply with the North Huron Municipal Alcohol Policy, and all regulations of the Alcohol and Gaming Commission of Ontario. It is the responsibility of the Wingham Farmers' Market Committee to enforce compliance.

Community Vendor Space

One space at the Farmers' Market is being provided for Community Usage. This space is provided to that user at no fee. The group must be an associate member of the Wingham Farmer's Market and pay an annual membership fee.

Insurance

The Farmers' Market will be registered with the Farmers' Market Ontario and maintain in place an insurance policy through this association. The policy will have a minimum coverage of \$5 Million for Commercial General Liability. The Farmers' Market will provide proof of this policy to the Township prior to each Farmers' Market season, naming the Township of North Huron as an additional insured on the policy.

It is the responsibility of the Farmers' Market to ensure that the vendors have adequate insurance for their operations.

Vendors are not covered by the Township of North Huron's insurance policy and will not have access to compensation through the Township of North Huron. In the event that the Farmers' Market Committee or a market vendor is named in a law suit, the Township of North Huron is not responsible for any costs related to the suit, legal process or for any compensation that may be decided upon as a result of that suit.

Indemnity

The Farmers' Market shall indemnify and save harmless the Township from and against all fines, suits, claims, demands and actions of any kind or nature to which the Township shall or may become liable for or suffer by reason of any breach, violation or non-performance of the Farmers' Market of any term or provision of this Agreement or by reason of any loss, damage, or injury occasioned to or suffered by any person or persons or any property by reason of any action, neglect, negligence, wilful misconduct or default on the part of the Farmers' Market, its employees or volunteers save and except any fines, suits, claims, demands and actions of any kind or nature resulting from any action, neglect, negligence, wilful misconduct or default on the part of the Township, its employees or Members of Council.

Signage

For each Farmers' Market, the following signage will be erected:

- No smoking within 20 meters of the Farmers' Market
- In case of emergency call 911. The address is 360 Josephine Street, Wingham.
- A sign indicating the responsible person for the Farmers' Market and how they can be contacted.

Huron County Health Unit

The Farmers' Market will be responsible for compliance with all the regulations of the Huron County Health Unit. The Farmers' Market is responsible for contacting the Health Unit prior to the start of each season.

The Farmers' Market is responsible for complying with the Health Unit requirement for washrooms, wash stations, on site food preparation and any signage required by them.

Set Up and Take Down of the Market

The Township of North Huron will deliver to the site, each week, garbage & recycle bins. The garbage and recycle bins will be emptied and retrieved by the Township on the Thursday following the Farmers' Market. All vendor garbage is to be removed off site. The bins provided by the Township are for public waste.

Point of Contact

The point of contact for the Farmers' Market will be the Chair of the Farmers' Market Committee. At the start of each season, the name, address, email, and phone number of this individual will be made available to the Township.

The point of contact for the Township of North Huron will be the Economic Development Officer. She can be reached at 519-357-3550 x. 131. Email to cgoodall@northhuron.ca. Mail can be sent to: Township of North Huron, PO Box 90., Wingham, ON. NOG 2W0.

Lawful Use

The Farmers' Market will observe and fulfill the lawful provisions and requirements of all statutes, by-laws, rules and regulations, municipal, provincial or federal, relating to the use of the land.

Utilities

The site has no water provided. Limited hydro is available upon request. Any hydro supply must meet ESA standards, and it is the responsibility of the Wingham Farmer's Market Committee to ensure compliance. If water is required, the Farmers' Market will make their own arrangements. Any water supply must meet the standards of the Huron County Health Unit.

The supply of these utilities must be done in a way that is safe for all users of this location and any adjacent property to this site. Any trip hazards must be minimized and clearly identified. .

Termination

Either party has the option to terminate this agreement with written notice, received no later than March 1 of that year, prior to the Farmers' Market season.

Should the Farmers' Market group not comply with the terms of this agreement, they will receive written notice of non-compliance. In the notice to the Farmers' Market, a time line for correcting the compliance issue will be identified. Should the Farmers' Market not comply within that time frame, it is cause termination of this agreement with no further notice.

Should the Township deem that the non-compliance is a safety or health risk to anyone and it cannot immediately be corrected, it is cause for immediate shut down of the Farmers' Market, until such time that the Farmers' Market can take corrective action to the satisfaction of the Township.

Non Transferable

This land use agreement is non-transferable without the written consent of the Township.

We agree to the terms and condition	ns set out in this Land Use Agreement:
DATED the day of	, 2017.
	THE CORPORATION OF THE TOWNSHIP OF NORTH HURON
	Per:
	Neil Vincent, Reeve
	Per:
	Kathy Adams, Clerk
	We have authority to bind the Township.
	WINGHAM FARMERS' MARKET COMMITTEE
	Per:
	Name:
	Title:
	Per:
	Name:
	Title: I/We have authority to bind the Wingham

Farmers' Market Committee.

SCHEDULE A

Site Map



Canopies will be clustered together either in boxes A+B, A+B+C, just C or just D or a combination thereof.

SCHEDULE B

Wingham Farmers' Market Association Rules & Regulations – 2017 Market Season (attached)





WINGHAM

FARMERS' MARKET

WINGHAM FARMERS' MARKET IS HOMEGROWN, VIABLE AND VIBRANT AND WILL HELP BUILD A HEALTHIER, WELL CONNECTED AND MORE NEIGHBOURLY COMMUNITY

Wingham Farmers' Market Association Rules & Regulations

2017 Market Season

Wingham Farmers' Market Association Rules & Regulations

PURPOSE

1. The purpose of this Vendor's Handbook is to describe the organization and administration of the Wingham Farmers' Market and to detail the rules and regulations to be followed by the Steering Committee, vendors and staff of the market. The Steering Committee shall deal with any issue not covered in this handbook.

ORGANIZATION

- 2. Wingham Farmers' Market Association (WFM). The name of the organization is the Wingham Farmers' Market Association. The Vision of the Wingham Farmers' Market Association is to develop a market that is homegrown, vibrant and viable, one which will help build a healthier, well-connected and neighborly community. The mission of the Wingham Farmers' Market Association is to maintain a sustainable and viable Farmers' Market for the purpose of marketing local farm, agriculture and craft products and to improve production of, stimulate interest in and increase consumption of local products. The Wingham Farmers' Market is therefore open to local and bona fide producer-vendors that meet the vendor criteria as outlined in this document and/or have been approved by the WFM Steering Committee. All vendors must be members of the Wingham Farmers' Market Association.
- 3. **Governance**. For the 2017 season, the Wingham Farmers' Market Association is governed by a Steering Committee led by community members, Wingham BIA representatives and market vendors. Steering Committee meetings will be held regularly in Wingham on a day/place to be determined by current committee members. Governance may shift to an elected Board of Directors once the market is fully established.
- 4. **Management.** The Wingham Farmers' Market is managed and operated by Steering Committee members and market vendors.

MARKET LOCATION & SEASON

- 5. **Location.** The 2017 Wingham Farmers' Market is located in Cruickshank Park on Josephine Street in Wingham, ON (See Appendix A).
- 6. **Dates & Hours of Operation**. The 2017 season consists of 17 market days:
 - Regular season: from June 7th to September 27th from 3:30 to 7:00 p.m.

ELIGIBILITY FOR MEMBERSHIP

- 7. **Eligibility**. The vendor is defined as the applicant or the applicant's spouse, sibling, child, parent, domestic partner or employee who assists substantially in the cultivation of the crops or in the production of the agricultural, baking or craft product.
 - The sale of items grown or produced by anyone other than the vendor, as defined above, is only permitted by special provision. These items shall not exceed 25% of a vendor's weekly display and must be grown or produced within a 75 km radius of the Town of Wingham. Such items must be approved by the Steering Committee in advance of selling at the market and cannot be in competition with items for sale by other market vendors. These items will be identified as to their originating producer with signs stating "Home Grown" or "Locally Grown."
- 8. **Residency**. Applicants must be residents of Ontario and grow or produce the goods within a 75 km radius of the Town of Wingham. Applicants outside of the 75 km radius may be approved as vendors at the discretion of the Steering Committee.
- 9. **Vendor Status**. There are two types of market vendors:
 - **Daily Vendors** attend the market on a week-by-week basis and pay the regular stall fee each day they attend.
 - **Season Vendors** pay for the entire market season up-front and receive a substantially discounted stall fee.

PRODUCT CATEGORIES

- 10. **Agriculture.** Products include, but are not limited to: fruit and vegetables, plants, shrubs, trees, flowers, honey, maple syrup, preserves, sauce, vinegar, meat, fish, poultry (quota) and eggs (graded), soap, dried soup and other mixes, soils (black muck), manure, firewood, fleece, wool, fence posts, animal feed, grains, etc.
- 11. **Baking.** Products include, but are not limited to: breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc.
- 12. **Ready to Eat products.** Vendors may offer ready to eat foods if they utilize local foods from other WFM members or other local producers. Anyone offering ready to eat foods for sale at the farmers' market must maintain proper standards for preparation, storage and service as outlined by Ministry of Health guidelines. Vendor must provide own hand wash facilities and refuse containers.
- 13. **Arts and Crafts.** Arts and Crafts must be hand-made by the vendor using his/her own skill, artistry and training to produce a new, unique and original product.

APPLICATION AND SELECTION PROCESS

- 14. **Vendor Agreement**. All applicants for membership must complete a "Vendor Agreement" form. This agreement is made annually between the Wingham Farmers' Market Association 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 agreement, as detailed in this handbook. The purpose of the Vendor Agreement procedure is to maintain a high quality, producer-based market; to provide a variety of products; to ensure fairness to all vendors and to ensure vendors abide by the rules of the market. The agreement also lists all the products approved by the Steering Committee for sale at the market.
- 15. **Review & Approval**. The Steering Committee will review the completed Vendor Agreements and recommend acceptance or rejection of each Vendor Agreement and each product to be offered for sale, based on a majority vote. The Wingham Farmers' Market Association reserves the right to refuse the acceptance of an applicant or product that is not in keeping with the rules, regulations or standards of the Wingham Farmers' Market Association. Applicants may ask the Steering Committee to reconsider decisions made on their admission or products.
- 16. **New Products**. If, after approval of original product lists, vendors wish to sell items which fall into a different product category or which represent a major departure from the product(s) originally juried, the items must be juried and approved before they can be offered for sale. The original application will be amended as required.

BOOTH/STALL ALLOCATION

- 17. **Stall Fees**. Stall fees are determined annually by the Steering Committee (see #21). A stall is approximately 10ft x 10ft. A stall will be available each week for a non-profit community group free of charge. The group must pay an annual membership fee and be an associate member of the Wingham Farmers' Market Association.
- 18. **Space Allocation & Location**. Stall spaces are allocated in the following priority:
 - a. Returning full season vendors;
 - b. Full season vendors; those who have seasonal fees paid receive first priority;
 - c. Daily vendors.
- 19. **Sharing**. Two vendors may share a stall provided that they meet the following criteria:
 - Both must hold individual memberships
 - Products of both must be displayed at all times
 - Their products are deemed compatible
 - Both vendors must attend the market
- 20. **Sub-letting**. Vendors may not sell, sub-let or rent stall space to other vendors unless approved by the WFM Steering Committee.

FEES

- 21. **Membership Fee**. The annual non-refundable membership fee is \$20.
- 22. Stall Fees. Fees are based on vendor status and size of the stall.
 - Daily. Payable each day of the market on arrival.
 - Season. Full season fees are discounted from daily fees and payable in advance.

Vendor Type	1 st Stall (10ft x	1st Stall (10ft x 2nd Stall (10ft x 10ft)	
	10ft)	if interested	
Weekly – due each week	\$15.00 each week	\$12 each week	
Season – due up	\$10 x 17 weeks =	\$8 x 17 weeks =	
front	\$170	\$136.00	

23. **Refund Policy**.

Membership and daily stall fees are non-refundable. Season fees may be refundable, for valid reasons, on approval of the Steering Committee. Refunds will be pro-rated according to the market days remaining. A \$25 administration fee is applicable.

VENDOR RESPONSIBILITIES

- 24. **Compliance**. Vendors must comply with the following; failure to do so may be grounds for termination of the Vendor Agreement and Membership:
 - The Wingham Farmers' Market Association Rules and Regulations as outlined herewith.
 - Municipal, Provincial and Federal Regulations regarding labeling, measures, safe food handling, health and safety, liability etc. for all products offered for sale at the Market must be observed. Compliance is the responsibility of the individual vendor and not the Wingham Farmers' Market Association or the Township of North Huron.

The Board reserves the right to appoint members to visit a farm or workshop, etc. to verify compliance.

- 25. **Payment of Fees**. All applicable fees must be paid on Market Day prior to stall setup.
- 26. **Booth Sitters**. Vendors and/or their qualified and knowledgeable staff are expected to attend the market in person to sell their own products. Occasional use of booth sitters is permitted and vendors are encouraged to arrange a sitter rather than not opening the stall for the day. Vendor to notify the Market Manager by cell phone or in person (Notification on market day is acceptable).
- 27. **Punctuality**. Late arrivals and early departures disrupt the market and can be a safety issue. Vendors who arrive late or leave early will be warned by the Market Manager and, if late or depart early six (6) times, risk termination of their Vendor Agreement and vendor status.
 - Late arrivals. Vendors must arrive at the market in time to unload, move products into the stall, park vehicles, setup their stall and open for business at the designated open time (see article 6 for times). If a Season Vendor has not arrived at least 15 minutes before opening time, the Market Manager has the option to rent the stall to a Daily Vendor for the day. Season Vendors are encouraged to notify the Market Manager if they will be late or absent.
 - **Early departures**. Vendors must keep their stalls open for the entire market day and not begin to tear down before the designated closing time. All vendors must leave the market no later than 1 hour after the market closes.
- 28. **Products**. Vendors must bring enough product to last the entire day. Exceptions may be made for reasons of product supply beyond control of the vendor, ie. produce in season.
- 29. **Displays.** Vendors are responsible for providing all display materials (displays, tables, chairs, etc.) and setting up and tearing down any displays. The market is not able to provide any materials. Stalls should have an attractive and professional appearance, enhanced by good presentation and cleanliness. The name of the individual and/or business should be prominently displayed at the booth. Vendors are encouraged to seek the advice and assistance of the Steering Committee or Acting Market Manager. The Acting Market Manager may ask that unsightly or unsafe materials be removed.
- 30. **Parking.** Vendors are required to park in the designated areas after unloading their products.

- 31. **Conducting business.** Vendors must remain in their own stalls when selling. Sales must be conducted in an orderly and business-like way and no shouting or other objectionable means of soliciting trade are permitted.
- 32. **Pricing**. All items offered for sale must have prices prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Volume buying sales incentives such as "\$2 each 3 for \$5" are permitted.
- 33. **Farm Products Grades and Sales Act**. Produce should be sold by units or legal containers such as bushel, 4-litre baskets, quart, etc. 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.
- 34. **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 following guidelines:
 - All Vendors must register with the Huron County Health Unit as a Farmers' Market Vendor and follow mandated regulations and guidelines
 - The Huron County Health Unit will visit the market at least once during the season and each vendor is responsible for following the Health Unit regulations and suggestions. If the vendor is found in fault of the Health Unit regulations, the vendor is responsible for correcting the problem and paying any fines issued.
 - All foods offered for sale must be protected from contamination.
 - Baking and processed foods must be pre-packaged at point of production or contained in a display case to protect from airborne and human contamination.
 - All persons handling food must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair and skin.
 - All vendors MUST wash hands thoroughly with warm water and soap after visiting the washroom.
 - Containers and wrappers must be single-use only.
 - Do not allow any unauthorized persons access to where food is being prepared.
 - Racks, shelves or tables must be provided for food display and all food must be at least 15 cm (6 in) off the ground/floor.
 - All canned products must be packaged in new jars and sealed with vacuum lids.
 - Personal effects should not be stored anywhere near food products.
 - Sampling and condiments.
 - O Do not allow customers to get hands anywhere near samples to be eaten by other customers; prepare individual samples that cannot be handled by more than one person; provide toothpicks or small paper containers or pass out each sample.
 - Provide tongs, forks or spoons for each type of condiment being offered; no customer hands in the bowl.
 - Clean up the serving area often, being especially careful to pick up food scraps that fall onto the ground or floor.
 - Watch children very closely.
- 35. **Refuse**. Stalls must be kept free from refuse during the market day. At the end of the day, all refuse for removal must be placed in the bins provided except cardboard boxes, which must be broken down for recycling and placed beside garbage bins, not in them. This is especially critical for any produce and food vendors because of the risk of vermin. Scraps of any such material must be scrupulously cleaned up from the ground or floor. Only cans and bottles may be put in the blue recycling containers.
- 36. **In-booth storage**. Storage containers and equipment shall be confined to one's market space and kept out of sight.
- 37. **Alcohol.** Wine vendor's alcoholic beverages may be sampled on the market site. Sales are limited to Ontario/locally produced VQA products as outlined in Ontario Alcohol and Gaming Commission guidelines and approved by the WFM Steering Committee.
- 38. **Smoking.** No smoking is permitted on the market site.
- 39. **Live animals**. Live animals may not be sold at the market. Pets are permitted in the market if on a leash and under control by the owner, guide dogs accepted.

40. **Insurance**. It is good business practice to ensure you have adequate liability insurance. This insurance can protect you in the event a customer has an adverse reaction to your product (product liability insurance) as well as for other events that may happen at your farmers' market stall such as a customer injury. Individual vendors are not covered under the Wingham Farmers' Market or the Township of North Huron's insurance policy. Therefore, if you are hurt at the event, you will not have access to compensation through the Wingham Farmers' Market or the Township of North Huron. If, through actions of your own, you cause harm to a third party you may be named in a law suit. The Wingham Farmer's Market or the Township of North Huron is not responsible for any costs related to the suit, legal process or for any compensation that may be decided upon as a result of that suit. You may be able to get an additional rider placed on your home or farm insurance. While the Wingham Farmers' Market Association does carry basic Public Liability and Property Damage Insurance, any additional insurance coverage is the responsibility of the individual vendor. The Wingham Farmers' Market Association or the Township of North Huron bears no responsibility for any vendor property at the market.

ADDITIONAL MARKET RESPONSIBILITIES

- 41. **Acting Market Manager**. An Acting Market Manager will be present each bay of the Wingham Farmers' Market. The Acting Market Manager will be appointed by the Steering Committee.
- 42. **Rules and Regulations**. The Acting Market Manager supervises the operation of the market. He/she will apply the rules and regulations of the market and report any violations to the Steering Committee as necessary. He/She may ask the Steering Committee to suspend a vendor for one or more days for serious violation of the rules.
- 43. **Collection of fees**. The Market Manager shall collect all fees when they are due and deliver to the Treasurer to deposit promptly. Vendors may not set up until appropriate fees are paid. A \$35 charge will be levied for NSF cheques.
- 44. **Space allocation**. The Acting Market Manager shall assign all stall space taking into consideration:
 - Priorities established in article 18 above.
 - Vendor attendance record including late arrivals and early departures.
 - Stall availability.
 - Product category and its compatibility with products of nearby vendors.
 - Special requirements (late arrivals, early departures, proximity to hydro)
- 45. **Removal of persons.** The Acting Market Manager has the authority, with cause, to request any vendor or other persons to leave the market operating area and, if necessary, to call the police for assistance.
- 46. **Community space.** A community stall space is available to charity and non-profit organizations, at no cost, for fund-raising, promotional and educational purposes by applying to the Market Manager at least one week in advance. Any products to be offered for sale must be approved by the Market Manager and must not be in competition with the market vendors. All Wingham Farmers' Market Rules and Regulations apply. The person applying will be held responsible for ensuring that the stall space is staffed and left in the same condition as upon arrival. The market does not provide tables, chairs or display materials. Community groups using the stall must be associate members of the Market and pay a reduced membership fee of \$10.
- 47. **Buskers.** Buskers are welcome at the Wingham Farmers' Market and must be pre-approved by the Market Steering Committee.
- 48. **Complaint:** A formal complaint should first be submitted in writing to the Steering Committee with a request to address the issue. Verbal complaints must be recorded and signed and dated by both complainant and receiving Steering Committee. The Steering Committee may request additional information from complainants (i.e. in a pricing issue Ontario average prices, etc.) All complaints will be dealt with by a minimum of 2 Steering Committee members accompanied by the Acting Market Manager when possible and appropriate.
- 49. **Negotiation:** Inform the individual(s) involved in the complaint of the complaint and the behavior causing concern. This may be simply a conversation between the members designated by the Steering Committee and the individual(s) causing concern once the complaint has been submitted in writing, or it may require a formal meeting with all parties involved, depending on the nature of the complaint. Allow the individual(s) to explain or elaborate on their perspective. Determine a timeline for correction of the behavior or withdrawal of the complaint by the party involved. Guidelines and specific directions will be documented with copies issued to all parties involved in

the resolution, including the Steering Committee, and where deemed necessary, to the General Membership.

- **The Steering Committee retains the right as outlined in the rules and regulations to ask anyone to leave the market site, at anytime, depending on the seriousness of the behavior causing concern, i.e. Where such behavior may be detrimental to the safety of visitors attending the market. (see #44 above)
- 50. **Final Authority:** In the event that the complaint is not withdrawn and/or the behaviour is not corrected to the satisfaction of the party issuing the complaint then the Steering Committee, will make a decision based on the their judgment of what will be best for continued operation of the Wingham Farmers' Market. The Steering has the right to revoke the application of the individual(s) causing concern and exclude the individual(s) from attendance at the Wingham Farmer' Market for the remainder of the season.

APPENDIX A 2017 Wingham Farmers' Market Steering Committee

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WINGHAM FARMERS' MARKET

c/o Wingham Steering Committee

(cell) 416-580-5053 / winghamfarmersmkt@gmail.com

2017 Application for Space Rental & Association Membership Name: Company/Farm Name:

	Applicant	Date	Witness	
	"I have read and agree the Wingham Farmers	•	and Regulations as established by the 2017 o_{\parallel}	perations of
	Cheques can be made	out to the Wingham Fa	armers' Market Association	
			on June 7, 2017 (\$8.00 per week) due	
	Annual Association F Each Additional Stall	ee	Julie 7, 2017 (Q10.00 per Week) 1 One time	720
	Seasonal Vendor Vendor pays \$170 fo	or the market season on	June 7, 2017 (\$10.00 per week) + one-time	\$20
		ach market day he/she	attends	
	Each Additional Stall	acii illaiket day lie/sile	attends i one-time \$20 Annual Association i	
	Daily Vendor	ach market day he/she	attends + one-time \$20 Annual Association F	00
	7			
	vendor stalls are approvendor option(s):	oximately 10° x 10°. Ve	endors must bring their own canopy. Please s	elect your
2.		•	ne 7, 2017 – September 27, 2017)	-11
	items not produced b	y the applicant (e.g. by	another farm):	
1.			er Item #6 of the WFM Rules and Regulations,	identify an
	Web/email:			
	Tel:		Fax:	
	City:		Postal Code:	
	Address:			