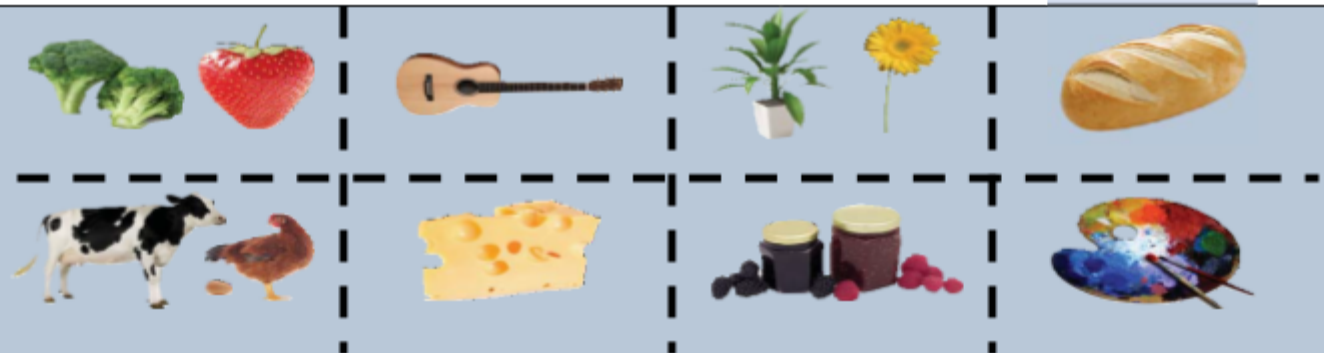


Parry Sound Farmers Market

Vendor Handbook



www.parrysoundfarmersmarket.com
parrysoundfarmersmarket@gmail.com



DEAR VALUED VENDOR,

Thank you for your interest in the Parry Sound Farmers Market! We'd like to welcome you to what we hope to be a profitable and enjoyable 2019 season. You can count on us to do everything we can to help you get established so that you can successfully market your products to our anticipated 60,000 customers.

As we busily prepare for what we hope will be one of the best farmers market experiences ever, we are excited to share with you some good news!

2019 information for PSFM:

- LOCATION - 11 Bay Street, Parry Sound, Municipal Lot Across from Island Queen
- HOURS - 9am to 2pm
- SEASON – June 22 through August 31, 2019
- VENDOR BOOTH FEES - \$180 season (includes HST) or \$30.00 (includes HST) per Saturday
- CANADA DAY MARKET - Monday, July 1st 9 a.m. - 4 p.m. \$50 fee (includes HST)

The Parry Sound Farmers Market is a casual, open air, seasonal market **located by the bay in beautiful Parry Sound** that offers fresh Ontario produce, meats, baked goods, artisan bread, cheese, salsa, pasta, pickles, jellies and jams, honey, baked goods, prepared foods, pet products and crafts; all from the 7 local municipalities.

Every Saturday from June 22nd to August 31st, the market offers something different – whether it's the freshest produce, live music, chef demonstrations, or health and wellness presentations – making it is as much a center of commerce as it is for the community to reconnect. Our market is open rain or shine, but may close without prior notice during extreme weather conditions in order to maintain the safety of shoppers and vendors. It's a great place to bring the kids and pick up great local food products. Come experience the market. Learn from the farmers and wellness providers. Talk with local artisans. **Make your own statement in support of local food!**

Warm regards,

Vicki and Jenn

Team PSFM

Parry Sound Farmers Market

parrysoundfarmersmarket@gmail.com

www.parrysoundfarmersmarket.com

OUR MISSION

The Parry Sound Farmers Market Enhances The Lives Of The Community By Creating Reliable Access To Healthy, Fresh, Locally Grown Food; Delivering Consistent Wellness Education; Generating Much-needed Income; And Supporting Local Farmers, Food Producers And Artisans By Providing Programs That Foster Social Gathering.

GUIDING PRINCIPLES

1. Prioritize, in all decision-making, the interests of local, sustainable agriculture, and educate the public about agricultural concerns.
2. Provide an accessible, profitable venue for small-scale businesses that produce and distribute their products locally.
3. Present a diversity of the highest quality local vendors and handmade products in a vibrant marketplace.
4. Encourage environmentally, economically, and socially sustainable practices in organizational and vendor operations
5. Create an environment for our community to gather and participate in local culture and commerce.

2019 MARKET SEASON

The 2019 Market Season is 2 months: June 22nd, 2019 – August 31st, 2019. There are 11 Saturdays in the 2019 Market Season.

There will be a special Market day on July 1st, 2019 from 9 a.m. until 4 p.m.

Normal Market hours are 9:00 am – 2:00 pm every Saturday

Vendors should expect to spend 6 – 7 hours at Markets (8:00 am – 2:00 pm).

SPECIAL EVENTS

PSFM will host special events that have extra promotion and vendor/visitor activities and involvement.

Check online for the most up to day list of activities:

Website: www.parrysoundfarmersmarket.com

Facebook: [@ParrySoundFarmersMarket](https://www.facebook.com/ParrySoundFarmersMarket)

Instagram: [@ParrySoundFarmersMarket](https://www.instagram.com/ParrySoundFarmersMarket)

CALENDAR

Market Day	Theme/Special Event (not all market days have special events)
June 22	Market Opening Day! – Vendor group photo
June 29	TBD
July 6	Daddy and Me Market Day (theme and event day)
July 13	TBD
July 20	Mommy and Me Market Day (theme and event day)
July 27	TBD
August 3	Community Involvement Day (theme and event day)
August 10	TBD
August 17	TBD
August 24	TBD
August 31	Back to School (theme and event day)

- Pamper your Pooch (theme and event day) – Date TBD
- SWAG bag day – Date TBD

MARKET VENDOR INFORMATIONAL MEETING & SNACKS

When: Friday, May 31, 2019

Where: TBD

Time: 6 -7 p.m.

New Vendors are strongly encouraged to attend the Market Vendor Informational Meeting. The meeting will include:

- Vendor Meet & Greet
- Market Requirements - application, state and local forms, certificates
- Vendor Handbook Review
- Market Days
- Special Events
- Safety Tips
- Severe Weather Days

RULES & REGULATIONS

1. All products sold at Parry Sound Farmers Market (PSFM) shall be grown or produced within the geographic boundaries of the Parry Sound District, or within 150 kilometers miles of the PSFM location.
2. Sorry, distributor products like Scentsy, Origami Owl, It Works, Arbonne, doTerra Essential Oils and Pampered Chef are not allowed.
3. Vendors are encouraged to use environmentally responsible and sustainable methods of production.
4. All products must be labeled as to their origination. Any that are not grown or produced by the vendor themselves must be labeled with the name and location of the source farmer or producer.
5. Each vendor is responsible for obtaining a sales tax number, if required, and collecting and paying any sales tax assessed on their product(s). The vendor shall be responsible for filing any and all returns required with respect to sales tax collection. PSFM does not get involved with tax collections, audits or related activities.
6. The PSFM Executive Director will have final approval of all vendor participation.
7. The PSFM Market Manager has final authority on-site to interpret and enforce rules and regulations related to the safe and enjoyable conduct of all vendors, visitors and employees of the market. Vendors not complying with instructions or rules of PSFM or its Market Manager will be considered in material breach and default of their application, and may be asked to vacate their premises immediately without refund.
8. The PSFM Executive Director may, at her sole discretion, revise the PSFM Rules and Regulations, and may alter operations of the market at any time. Current rules will be available on the PSFM web site, www.parrysoundfarmersmarket.com.
9. Hours of operation are 9 a.m. to 2 p.m. each Saturday of the market season, rain or shine. The PSFM Executive Director and Market Manager may elect to close the market in the event of threatening weather.
10. All activities take place on the hard surfaces only. No merchandise or other items are to be on the bandstand or in planted areas unless prior permission by Market Manager. No vehicles may ever be driven over curbs or landscaped areas.
11. All vendors, without exception, must sign the Insurance and Indemnity Agreement, rules and regulations, and the waiver and hold harmless agreement on their application before they can sell at PSFM. (More details below in Market & Vendor Insurance and the waiver at the end of this document)
12. Vendors and Applicants are responsible for submitting all proper filings for requirements and providing proof of items to the Market Manager.

Health, Safety and Related Rules

1. Vendors and their employees are responsible for informing themselves about and complying with federal, state, and local health regulations and licensing requirements governing the production, display, distribution and sale of their products.
2. Manufactured food products must meet local Health Department requirements, including licensing and permitting rules.
3. All foods must be properly labeled. Unlabeled packaged and/or processed foods are not allowed.
4. Vendors providing samples of their products must comply with the rules governing sampling, market sanitation and health issues of the local Health Department or other authorities, as applicable.

Market Conduct

1. All vendors and their representatives shall conduct themselves in a professional manner while at PSFM, and in accordance with local, state and federal laws while at PSFM.
2. The vendor is solely responsible for the damages resulting from the sale of unsafe, unapproved or unsound goods.
3. Vendors **may not smoke** in any vendor area.

Vendor Booths

1. Booth setup on market day begins at 8:00 a.m.; breakdown begins at 2 p.m. and must be completed by 3 p.m. No breakdown before 2 p.m. will be allowed.
2. A Vendor/Business may request more than one 10 x 10 ft. booth space. This needs to be listed on the Vendor Application and communicated to the Market Manager. Market Day Fees are submitted for each 10 x 10 ft. booth space that is utilized.
3. The PSFM Market Manager assigns booth spaces to vendors as they arrive on market day. After the first market day those here weekly will be given a permanent vendor space.
4. All canopies, including umbrellas, on-site at PSFM during normal market hours, including during setup and breakdown, are required to be sufficiently and safely weighted to the ground. Each leg must be anchored with no less than 15 pounds. Any vendor who fails to properly weight his or her canopy may not be allowed to sell at PSFM that market day, unless that vendor chooses to take down and stow their canopy and sell without it. **NO STAKES ALLOWED.**
5. **Vendors provide their own tents, tables, chairs, signs, refrigeration, and storage.**
6. Each vendor is strongly encouraged to prominently display a sign in their booth, identifying the farm or business name, and the location (Town) of the farm or business. Signs are suggested to be a minimum of 11" x 17". All product descriptions must be accurate and truthful.

7. Vendors shall supply all materials and containers for customer sales.
8. Trash must be placed into suitable containers and hauled off by the vendor; no trash may be left behind. Vendors must clean their space at the end of the market. A fee of \$50 will be levied against a vendor if it becomes necessary for the PSFM Market Manager to clean their booth area after their departure. Said fees must be paid prior to any future participation at PSFM by the vendor.

Market Days – Vendor Services

- Vendors may ask Market staff or volunteers to watch their booth, as needed.
- We will NOT be doing market cash. Make sure you have a way of accepting credit card transactions. In case of your machine malfunctioning customers may come to the INFO booth and use our ABM machine for Canadian currency (transaction fees apply).
- Parry Sound Downtown Dollars will be accepted on a vendor by vendor basis. It is the vendors decision to accept these and cash them in accordingly with the Parry Sound Downtown Business Association.

Designated Vendor Parking Area

- Vendors **will not be** allowed to use/sell from their vehicle unless you are a food truck/trailer vendor.
- Designated parking will be confirmed prior to the first market day.

Electricity

1. Electricity is available on-site and is owned by the Town of Parry Sound, pre-assigned as per your application. There are four(4) electrical outlets on the property, but we strongly encourage all vendors with an approved power source to bring back up power.
2. Vendors requiring electrical power are responsible for providing their own outdoor extension cords and mats or tape to cover all portions of the cord that lie in any walking area used by market customers.
3. Vendors requiring electrical service to support compliance with health regulations have priority over electrical uses not required to ensure product safety.
4. PSFM cannot guarantee the functionality of the electrical outlets, since they are the property of the Town of Parry Sound. **A backup power source is strongly recommended.**

Cancellations

1. PSFM requires a minimum cancellation notice of 24 hours prior to the start time of the market. If cancellation is received after 8:00 a.m. the Friday prior, or there is no record verifying the cancellation, the vendor will still be responsible for the booth fee for that market day. Vendors may call or text PSFM at (416) 435-7618, email parrysoundfarmersmarket@gmail.com or send a letter via Canada Post to the PSFM box

address to cancel. Notice must reach the PSFM **before** market day that you are cancelling for.

2. The PSFM Market Manager will not take verbal cancellations during a market day.
3. A vendor who is a no-show on market day will not receive a refund of their booth fee. Vendors who no-show on two (2) or more occasions are subject to suspension from PSFM for the remainder of the market season.

Weather Policies

The Parry Sound Farmers Market is an outdoor Market.

Commercial General Liability Insurance can protect your business and the Parry Sound Farmers Market in the event of accidents due to weather.

Rainy Day Policy:

- The Parry Sound Farmers Market does not have any indoor or covered options to move Markets during inclement weather.
- If there is thunder, lightning, high winds, and/or severe weather, then we are required to cancel the Market.

Windy Day Policy:

- On days with high winds or days with gusts, all free-standing display racks, sandwich boards, and shelves must be secured with weights. If this is not feasible, none of these items will be permitted. Please assess the weather conditions when setting up your booths.
- If the wind starts to destabilize canopies or other display items, all vendors will be required to take down canopies and remove free-standing display items for the remainder of the Market day.
- In severe situations, the Market will close early.
- PSFM is NOT responsible for lost or damaged merchandise.

No refunds or payment transfers are provided in the event of Market cancellation.

Insurance and Indemnity

All authorized organizations participating in the Parry Sound Farmers Market (PSFM) shall be individually and severally responsible to PSFM and the Town of Parry Sound (the Town) for any loss, personal injury, deaths, and/or any other damage that may occur as a result of the organization's negligence or that of its servants, agents, and employees. All organizations hereby agree to indemnify and save PSFM and the Town harmless from any loss, cost, damages, and other expenses, including attorney's fees, suffered or incurred by PSFM and the Town by reasons of the organization's negligence or that of its servants, agents and employees; provided that the organization shall not be responsible nor required to indemnify PSFM and the Town for negligence of PSFM and the Town, its directors,

volunteers, servants, agents or employees. No insurance is provided by PSFM to participants in PSFM. **All busker, food, artisan and specialty producers are strongly encouraged to carry \$1 million in general liability insurance naming PSFM as additional insured.**

I have read the Vendor Application and the PSFM Rules & Regulations. If accepted into PSFM, I hereby agree to abide by said Rules & Regulations. I acknowledge full responsibility for all my activities in the market, and for those assisting me, throughout this market season. I acknowledge the authority of the PSFM Executive Director, Market Manager, and the PSFM Team to immediately settle any disputes regarding presentation, demonstration or entertainment legitimacy, procedural and conduct violations, and impose any penalties, including possible suspension or removal from the market. I agree to allow the PSFM Executive Director, Board of Directors, or representatives of PSFM at any time to inspect the premises where the products I've offered for sale are produced. Failure to allow an inspection will constitute a violation of the PSFM Rules & Regulations.

All vendors must review and agree to the Parry Sound Farmers Market Rules & Regulations; Insurance and Indemnity; Application rules; and the waiver. Applicants' electronic signature is submitted with the Vendor Application.

Market & Vendor Insurance

Vendor Liability Insurance helps to protect PSFM so that an accident involving a single vendor does not threaten the market as a whole. Vendor Liability Insurance can also protect your business at additional Markets, and may protect your products and equipment from unforeseen loss.

- It is strongly recommended that all vendors carry business liability insurance with the Parry Sound Farmers Market as additional insured.
- It is required that all food vendors carry business liability insurance with the Parry Sound Farmers Market as additional insured.
- Insured Vendors should provide proof of General Commercial \$1 million of liability insurance with the Parry Sound Farmers Market named as additional insured.
- Please provide a copy of your certificate of insurance to the Market Manager.

It may be possible to add the Parry Sound Farmers Market and Vendor Insurance to current home insurance policies.

Please have your insurance company add the following to your certificate of insurance as additional insured, with a waiver of subrogation and agreement to be primary coverage.

Parry Sound Farmers Market
7 Carol Court
Parry Sound, Ontario P2A 2S9

VENDOR APPLICATION & VENDOR TYPES

Application Deadline and Review Process

- Vendor applications are accepted throughout the market season, however those submitted by May 15th will be given priority.
- The Vendor Application will not be reviewed unless the Application Fee is submitted.
- The Vendor Application Review Process may take up to 1 week during the Market season.
- The Market will review vendor applications based upon product type, current number of vendors selling similar products, and product quality. With the exception of agricultural products, the Market strives to have no more than 3 vendors selling very similar items. This is determined on a case-by-case basis by Market staff. Uniqueness of vendor items and proof of Vendor Liability Insurance will be considered in vendor approval decisions.

Vendor Information

Information about becoming a vendor is located within the vendor section of the PSFM website. PSFM handbook and application are now available on our website [parry soundfarmersmarket.com](http://parry_soundfarmersmarket.com). Select Vendor Info from the side bar menu, select Vendor Application, fill it in and email to us ~ it's that easy!

Market Day Fee(s)

The full time vendor booth fee is \$180 (inclusive of HST) per 10x10 sq. ft. space for all vendors in the Market. Full time vendors can apply for another 10x10 sq. ft. space for an additional \$125 (inclusive of HST)

Requests for full time vendor applicants must be received no later than May 15th with full payment to guarantee consideration into the market. Full time applicants may apply after May 15th, but priority will be given to those who have submitted their application on/before the deadline.

Full time vendors must provide a cheque made payable to: 2653363 Ontario Inc dated May 15th with their application.

Part Time Market Day Fee(s)

The daily vendor booth fee is \$30 (inclusive of HST) per 10x10 sq. ft. space for all vendors in the Market.

The Market Day Fee must be paid one week in advance. Vendors may submit payment in advance for multiple months or weeks, or on a weekly basis.

Part time vendors can provide payment one of two ways:

- By Cash/EMT (email: parrysoundfarmersmarket@gmail.com. Please use answer “market2019”)
- By Cheque made payable to: 2653363 Ontario Inc. Given to Market Manager on site or mailed to: 7 Carol Court, Parry Sound, Ontario P2A 2S9

Benefits of paying market day fees in advance:

- Receive a permanent location for your booth

Date Changes & Refunds:

- No refunds will be given for inclement weather or date cancellation.
- Vendors experiencing emergencies and unexpected circumstances may request a refund or payment credit.

If plans change and you will be missing a Market date, please send a courtesy email to parrysoundfarmersmarket@gmail.com so we can make the necessary adjustments.

Farmers

Agricultural Producers and Farmers are an integral part of the Parry Sound Community Market. We welcome new and returning local and regional producers of agricultural products throughout the season. Agricultural Producer / Farmer Defined:

- We strive to have 75% of the vendor’s sales at the Market to be from agricultural products.
- Any and all products are raised or produced on the farm and processed or manufactured on the farm.
- All agricultural products sold at the market shall be of merchantable quality.
- Agricultural Products are defined as: agricultural (fruits and vegetables), horticultural (plants), vinicultural (wine), dairy products, livestock and the products thereof, products of poultry and bee raising (meats and honeys), edible products of forestry, and any and all products raised or produced on farms and its processed or manufactured products.

Home Food Vendors

- Home Food Vendors at the Parry Sound Farmers Market are encouraged to use high quality and organic ingredients.
- Home Food Vendors are required to be familiar with and comply with all current aspects of the law relating to cottage/home food businesses.
- Home Food Vendor that is non-compliant with the Town of Parry Sound home business food requirements, mislabels, or falsely advertises food products may have their vendor privileges revoked without refund.

Home Food Vendors may sell the following items:

- Baked goods that do not require refrigeration
- Cakes, cookies, breads, pastries and pies
- Nuts and unroasted nut butters
- Fruit butters, jams and jellies
- Dehydrated fruits, vegetables and beans
- Popcorn and popcorn snacks
- Granola and cereal
- Candy
- Roasted coffee
- Tea, herbs and herb mixe
- Dry mixes
- Pickles
- Vinegars and Mustards

Home Food Vendors must follow all labeling requirements of the PSFM, Town of Parry Sound, Province of Ontario and the North Bay Parry Sound Health Unit:

- Name and physical address of the Home Food producer
- Name of the product: ex. “chocolate chip cookies”
- List of major allergens in the product including: “wheat, dairy, nuts, peanuts, eggs”
- Statement of non-inspection: **“This food is made in a home kitchen and is not inspected by the Department of State Health Services or a local health department.”**

Home Food Vendors must follow all labeling requirements of PSFM.

We want our visitors to be informed about the ingredients in your products so they can make informed buying choices. The consumers know the many names that their allergen is known by, but as the producer you may not. Thank you for helping make the Market a place where consumers can make informed food choices.

Applying for Permits:

“Whenever food is sold or served to the public, an application must be made to the Health Unit for a food service permit. Permits are required for temporary or special events, farmer’s markets, opening a new food premise and more. A few examples include public barbecues, community fundraisers like spaghetti suppers or pancake breakfasts, and food booths at fairs.

To apply for a permit, fill in the Special Event Food Selling Form, available in English and in French. The application must be submitted to the Health Unit at least 15 days prior to the event.

If you have any questions, please call 1-800-563-2808.”

Link to permit:

https://www.myhealthunit.ca/en/public-health-services/resources/Food-Safety/EH-Application_and_Notification_for_Community_Events_and_Farmers_Markets.pdf

Specialty Vendor

As a farmers market, our vendor priority is grown food, or locally produced food. However, we can and do allow specialty vendors if the product is a complement to food products, or furthers the mission of PSFM.

Specialty vendors will be considered on a case-by-case basis and must be reviewed and approved by the PSFM Executive Director. Specialty vendors will be limited in the number of market appearances per season as space allows.

PSFM does not allow any type of multi-level marketing booths at the market.

Note to **Pet Food Vendor Applicants**: All products offered at PSFM for animal consumption must be in compliance with the guidelines set forth by the Province of Ontario.

Artisan & Craft Vendor

Four (4) booths per market day will be dedicated to artisan and craft vendors, with per market day selection focusing on diversity and consistency.

The product categories accepted for these booths are:

- Handmade items;
- Food related, derived or themed products;
- Recycled or repurposed items;
- Gardening related or themed.

While we respect independent sales consultants with direct selling businesses and organizations, artisan and craft vendor booths are not available for this purpose, regardless of the product category.

Community Booth

Parry Sound Farmers Market desires to give back by featuring organizations that add value to our community through education or outreach. For this reason, we offer one (1) Community Booth space almost every Saturday during market season at **no cost**. Our only request is that the organization promote its attendance at PSFM.

Items offered for sale in the Community Booth must be approved by the PSFM Executive Director before the market day.

Busker

Parry Sound Farmers Market neither pays nor charges a fee for the busker program; buskers are compensated by tips and exposure during market hours. Please contact the Market Manager if you are interested in Busking during any of the scheduled market days.

Food Vendors & Food Trucks

Vendors who prepare food on-site at the Market, in a food truck or prepare items that are not listed on the Home food list must obtain a health permit from the North Bay Parry Sound District Health unit as well as conform to the rules and guidelines of the Town of Parry Sound. Food Vendor and Food Truck Vendors are responsible for securing their own licenses, doing their own due diligence and having their own insurance. Special rules apply to food trucks. Please contact the Town of Parry Sound for compliance information.

Pets

The Parry Sound Community Market is a pet-friendly outdoor Market.

We ask that you be a responsible pet owner: keep pet on leash, do not bring aggressive pets to the market, and pick up after your pet. PSFM has water bowls at the info booth for your pet.

PSFM plans to have a designated tent, run by volunteers where dogs can be hydrated or just “take a break” from the crowds.

The PSFM will have a special themed pet day. The date is to be determined. PSFM will have pet vendors and pet activities on this very popular day. PSFM will feature local pet product vendors including: natural dog treats, handmade collars, toys and accessories, grooming and pet friendly organizations.

PARRY SOUND FARMERS MARKET POLICIES

POLITICAL ORGANIZATIONS

The Parry Sound Farmers Market is a non-partisan and non-secular business entity. We are not nor will we be affiliated with partisan political activities and/or religious affiliations. Partisan or religious organizations, solicitors, candidates, or other representatives of unapproved organizations will be asked to stop any prohibited activities or be asked to leave the Market if they do not stop prohibited activities.

PSFM does not allow organizations with a political affiliation to join the Market as vendors. We welcome visitors of all political and religious backgrounds and want everyone to feel welcome at the Market.

PERSONAL ADVERTISING

No unapproved vendors, solicitors, or informational flyers are permitted during the Market. Unapproved vendors, solicitors, and organizations will be asked to stop the prohibited activity and/or leave the Market site.

THE FINE PRINT

The vendor application and handbook are effective for the entire market season (June 22 – August 31) in which the vendor is applying unless revoked sooner for a cause due to the vendor’s violation of the contract.

The vendor application is not transferable. If a business changes ownership a renewal application must be submitted for approval.

By submitting a vendor application, the applicant agrees to the Waiver and Hold Harmless Agreement, Rules and Regulations of the Parry Sound Farmers Market, and the Insurance Indemnity Statement.

Waiver and Hold Harmless Agreement:

I agree to the rules of the Parry Sound Farmers Market as outlined in the Vendor Handbook.

PLEASE READ THE FOLLOWING AGREEMENT AND WAIVER CAREFULLY, AS IT AFFECTS YOUR FUTURE LEGAL RIGHTS. BY PROCEEDING WITH YOUR APPLICATION AND APPROVAL AS A VENDOR FOR PARRY SOUND FARMERS MARKET, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE CAREFULLY READ

THE AGREEMENT AND WAIVER AND AGREE TO THE TERMS SET FORTH BELOW.

In consideration of being permitted to participate as a Vendor in Parry Sound Farmers Market (hereafter known as "PSFM") on behalf of yourself and any personal representatives, assigns, heirs, executors, successors, next of kin, and persons supported by you, you understand that:

1. You represent and warrant to PSFM that you have full legal authority and wish to complete the application, including this Agreement and Waiver, on behalf of yourself and/or, where applicable, any party for whom you are applying, (the "Vendor Parties"), including authority to make use of the credit or debit card to which fees will be charged. As used in this Agreement and Waiver, (a) PSFM means and includes PSFM, its directors and members; and (b) "you" or "your" means and includes you (as an individual) and your employees and agents, suppliers, volunteers, and family members and by virtue of agreeing to this Agreement and Waiver, for whom you are waiving certain rights. To the extent permitted by law, each person agreeing to this Agreement and Waiver for him/herself and /or on behalf of another employee or volunteers of Vendor agrees to indemnify, defend, and hold PSFM harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees and associated expenses) of any kind or nature (each, a "Liability" and collectively "Liabilities") in the event the Liability arises because a Vendor is found by a court of competent jurisdiction to not be bound by the terms and conditions of this Agreement and Waiver. In addition, if despite this Agreement and Waiver, any of the Vendor Parties makes a claim against PSFM, you agree, immediately upon request or demand by PSFM, to defend, indemnify, and hold PSFM harmless from all Liabilities which may be incurred as the result of such claim.
2. In Consideration Of The Acceptance Of Your Application, You Assume Full And Complete Risk And Responsibility For Any Illness, Injury, Or Accident Which May Occur While You Are Preparing For The Market, During The Market, And While You Are On The Market Site , You Are Aware Of And Assume All Risks Associated With Participating In The Market, Including Without Limitation Risks Of Permanent Injury Or Death Due To

Falls, Contact With Others, Acts Or Omissions Of Other Vendors Or Shoppers, Or Effect Of Weather.

3. You agree to observe and obey all posted rules and warning, to follow any instructions or directions provided to you by PSFM and to abide by any decision of any Market official relative to your ability to safely participate in or attend the Market. You understand and agree that you are expected to exhibit appropriate behavior at all times while at the Market and to obey all applicable laws while participating in or attending the Market. This includes, generally, respect for other people, equipment, facilities or property. You agree that PSFM officials may dismiss you, without refund, should your behavior, in the opinion of PSFM, endanger the safety of or negatively affect the Market. You understand and agree that PSFM is not responsible for any personal item or property that is lost, damaged, or stolen at the Market. You understand and agree that PSFM reserves the right to cancel the Market in the event of weather (including, but not limited to, heat, tornadoes, earthquakes, fires, storms, lightning and floods), accidents, acts of war or terrorism, military conflicts or riots, or for any reason that would affect the safety and security of participants and/or visitors. In the event of such cancellation or any other cancellation for any reason, there will be no refund of your payment. You agree to hold PSFM harmless from any liability, claim, demand, cause of action, damage, loss, or expense (including court costs and reasonable attorneys' fees) of any kind or nature, related to any cancellation or disruption of the Market. Release And Waiver Of Liability. You Hereby Waive, Release, Covenant Not To Sue And Forever Discharge Psfm And All Other Persons Associated With The Market, For All Liabilities, Claims, Actions, Or Damages That You May Have Against Them Arising Out Of Or In Any Way Connected With Your Application And/Or Participation In The Market, Including Without Limitation Any Liabilities, Claims Actions, Or Damages Caused By Negligence Of The Above Parties Or The Action Or Inaction Of Any Of The Above Parties. Psfm Shall Not Be Liable To You For Any Direct, Indirect, Incidental, Special, Consequential Or Exemplary Damages, Including, But Not Limited To, Damages For Loss Of Profits, Goodwill, Use, Data Or Other Intangible Losses (Even If Psfm Has Been Advised Of The Possibility Of Such Damages). Without Limiting The Foregoing, Psfm Will Not Be Responsible For (A) The Cost Of Procurement Of Substitute Goods And Services Resulting From Any Goods, Data, Information Or Services Purchased Or Obtained Through Or From The Psfm; (B) Your Participation In Any Promotion Or Program Coordinated By Psfm; (C) Personal Injury; (D) Statements Or Conduct Of Any Third Party At The Psfm Site; (E) Any Other Matter Relating To The Psfm Site Or Services; Or (F) Your Participation In The Market. You Agree That PSFM's Maximum Liability To You, For Any Reason Or Cause Whatsoever, Shall Not Exceed The Total Amount Of Monies Received By Psfm From You. Nothing In This Agreement And Waiver Shall Be Construed As Limiting Or Excluding Psfm's Liability For: (A) Death Or Personal Injury Caused By Gross Negligence; (B) Fraud Or Fraudulent Misrepresentation; Or (C) Any Other Matter For Which It Would Be Illegal Or Unlawful To Exclude Or Attempt To Exclude Liability. Your Statutory Rights As A Consumer Are Not Affected By This Agreement And Waiver.

4. INDEMNITY. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS PSFM AND ALL OTHER PERSONS ASSOCIATED WITH THE MARKET, FROM ALL LIABILITIES ARISING OUT OF OR IN ANY WAY CONNECTED WITH (A) YOUR PARTICIPATION IN THE MARKET, INCLUDING WITHOUT LIMITATION ANY LIABILITY

CAUSED BY NEGLIGENCE, THE ACTION OR INACTION OF WAIVER AND/OR THE TERMS OF USE INCLUDED IN THE VENDOR HANDBOOK.

5. You agree that this Agreement and Waiver is intended to be as broad and inclusive as is permitted by applicable law, and if any provision of this Agreement and Waiver is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (a) the validity, legality, and enforceability of the remaining provisions of this Agreement and Waiver (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) shall not in any way be affected or impaired thereby, and (b) to the fullest intent and economic effect of the unenforceable provision and the Agreement and Waiver shall be deemed amended accordingly.

6. ACCEPTANCE. BY INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND WAIVER, YOU ARE AFFIRMING THAT YOU HAVE READ THIS AGREEMENT AND WAIVER AND FULLY UNDERSTAND ITS TERMS. YOU UNDERSTAND THAT YOU AND ALL RELATED PARTIES ARE GIVING UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE. YOU ACKNOWLEDGE THAT YOU ARE AGREEING TO THIS AGREEMENT AND WAIVER FREELY AND VOLUNTARILY, AND INTEND BY YOUR ACCEPTANCE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

POSSIBLE INCLUSIONS:

I consent to emergency medical care and transportation in order to obtain treatment in the event of injury to me as medical professionals may deem appropriate. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

I grant permission to the PSFM, its affiliates, sponsors, and assigns to use any photographs, motion pictures, recordings or any other record of this event for any purpose including but not limited to promoting, advertising and marketing purposes. Any and all photographs, motion pictures, recordings or other records of the event are the sole property of the PSFM.

Applicant's signature

Date

2019 BOARD/STAFF

The Parry Sound Farmers Market Team is a mother and daughter team brought together by their desire to serve local agriculture and the small farms, producers and artisans located in and near the Parry Sound area. They provide the vision and stewardship of the organization. Their dedication is evident in the countless hours of time spent on providing long-term planning for this community driven event.

Team Members

Jenn Sutkowski
Executive Director
Market Manager

Vicki Sutkowski
Special Events Coordinator
Assistant Market Manager

THANK YOU FOR READING THE VENDOR HANDBOOK, PLEASE LET US KNOW IF YOU HAVE ANY QUESTIONS.

Parry Sound Farmers Market
parrysoundfarmersmarket@gmail.com

THANK YOU FOR CHOOSING THE PARRY SOUND FARMERS MARKET!