

# North Bay Farmers' Market – Market Rules and Regulations

## **GENERAL:**

1. The North Bay Farmers' Market "NBFM" (a not-for-profit corporation) shall be known as the "Farmers' Market".
  - a. The word "Vendor" shall be understood to represent any approved Farmers' Market member who is selling a product or service and has rented a stall at the North Bay Farmers' Market.
  - b. The word "Board" shall be understood to represent the North Bay Farmers' Market Board of Directors.
  - c. All members are subject to the following rules and regulations as determined by the Board.

## **MEMBERSHIP:**

1. Any person or organization may become a member of this association provided that:
  - a. They are engaged in, associated with, or related to the Farmers' Market industry;
  - b. Their membership application has been accepted and approved by the Board of Directors;
  - c. They pay the appropriate fees and membership dues;
  - d. Their place of business is within 100km of the Farmer Market location.
2. Membership dues are determined by the Board and, subject to approval by the members in attendance at the Annual General Meeting. Members shall be given thirty (30) days' notice prior to any annual meeting at which any proposed change in dues or assessment is to be made.
3. Membership shall be restricted to vendors who are producers, prepared food producers or artisans, as defined below:
  - a. **PRODUCER:** any person who sells food or products made from their farm, property or/and greenhouse as per Farmers Market Ontario's MyPick Verification Program.
  - b. **PREPARED FOODS:** any person who sells food that is prepared either at their home, place of business or at the Farmers' Market location.
  - c. **ARTISAN:** any person who produces a product through skilful means that may be considered art, craft or hobby.
4. Dealers, who do not make what they sell, but buy to resell, are not accepted at the North Bay Farmers' Market.
5. Local Service Business can attend the market, provided they are not selling any products or items. They will not be charged membership fees, but will be charged the occasional vendor fees.
6. Community Groups are available to attend the market, provided they are not selling products or items. They must be 'not for profit'. If they want to sell items in their booth, they will be charged the occasional vendor fees.
7. Membership is non-transferrable. Transference of market membership due to sale of your business to family members is subject to approval by the Board.
8. The individual who lists themselves as the main contact on the application form, and has signed all areas on the application form, is entitled to Membership. This individual MAY NOT transfer those rights or sub-lease their space to another business or person. Those names listed on the application form as 'Helpers' have no membership rights.

9. The individual listed on the application form as the owner will be communicated to by means of verbal, written and electronic methods. This can be done at the market, or outside of market hours. Please ensure contact information is correct on the application form.

Any employees (or Helpers) listed on the application form, which has authorization to be in attendance of the market and operating the stall on behalf of the owner, shall be informed of the rules and regulations by the owner of the stall. These employees, while in the market area during market times, will be given the same rights as the owner for failure to comply with the rules and regulations of the market. Warning and infractions will be verbal to the employee and a written notice of communication will be sent to the owner of the stall.

11. Membership starts May 1, based on the application approval process for the Summer Market. Membership continues for the year until April 30 of the following year. Membership fees paid during the current year of operation still has an end date of April 30.

12. A Vendor that is not a Producer may provide complimentary products that they do not produce. These complimentary products may not exceed 20% of all goods for sale.

13. For any given year, seasonal membership is awarded as follows, with consideration based on previous history with the market, and based on involvement with the various markets held during that year:

- i. Returning Seasonal Vendors in good standing, who are Producers (i.e. individuals who grow/raise or collect their own vegetables/fruit/meat/honey/maple syrup/cut flowers/potted plants) and who are in good standing
- ii. Returning Seasonal Vendors, in good standing, who produce Prepared Foods (i.e. baked goods, jams, jellies, preserves, etc.) and who are in good standing
- iii. Returning Seasonal Vendors, in good standing, who are Artisans (i.e. jewellery, wood working, soap making, sewing, knitting, crochet, etc.) and who are in good standing
- iv. New Producers interested in becoming a Seasonal Vendor
- v. Returning Occasional Vendors, in good standing, who are applying to become a Seasonal Vendor
- vi. New Vendors who produce Prepared Foods interested in becoming a Seasonal Vendor
- vii. New Artisans interested in becoming a Seasonal Vendor

14. Returning Producers **must** be MyPick verified. Documentation of verification for the current year must be provided with application.

15. New producers attending the market will have a one year grace period to become MyPick verified. For more information on the MyPick program visit: <http://www.farmersmarketsontario.com/mypick/index.cfm>

16. Products/product lines that have not been explicitly stated in a previous seasons application, or approved in writing mid season, can/will be removed from said vendors product line up in their next application. The purpose of these potential product removals is to ensure proper new product approval process is always being followed, and to ensure fairness of duplicate products amongst vendors.

17. All new seasonal vendors are subject to an 18mo probationary period whereas they are subject to be reviewed based on, but not limited to, the following areas:

- i. Conduct (professional, positive, engaged, adheres to rules & regs, etc.)
- ii. Uniqueness of product
- iii. Attendance

## **FARMERS' MARKET BOARD and/or MARKET MANAGER RESPONSIBILITIES**

1. The Board is charged with the responsibility of enforcing all of our organization's rules and regulations, collecting fees, and governing vendor participation and adherence to the Rules and Regulations. The Market Manager will assume a major role in this regard.
2. Farmers' Market advertising will be arranged and executed by the Board. Vendor feedback is always welcome.
3. Promotional and seasonal events are to be arranged and advertised by the Board and its sub-committees. Volunteers to help with special events are always welcome. The more volunteers, the more successful the special events are, which benefits all vendors.
4. Buskers/entertainers will be scheduled by the "Busker Co-ordinator", as appointed by the Board.
5. To preserve our status as a Farmers' Market Ontario affiliated market, we are required to have a minimum 51% of our vendors as producers, and will ensure our seasonal vendor selection is maintained to this standard.
6. The Market is a "rain or shine" event, and vendor members are expected to attend even in the event of inclement weather. At all times, the safety and security of vendor members, and the public, is of paramount importance. If, during the setting up time before any Market, on the day of that Market, weather conditions result in a "Severe Weather Warning" issued by Environment Canada, the board members on site, in consultation with the market manager, will decide if the market should close early or remain open for that day. If the decision is made to remain open, a vendor may ultimately choose to disagree with the decision and opt to pack up in which case our Disciplinary Actions section of our Rules & Regulations may be enacted.
7. The Board reserve the right to approve all new and returning vendors prior to their first market day, based on their application, which must be submitted by the stated deadline for each market season.
8. Each vendor is responsible for ensuring that products for sale in the Market are listed on their approved application form and submitted health unit approval letter. The Board and/or Market Manager may make random checks on products for sale at the stall to verify compliance.

## **INSURANCE/PERMITS/LICENSES:**

1. The Farmers' Market shall carry public liability insurance. This does not cover individual vendor liabilities. It serves only to protect the Farmers' Market and its Board Members from liabilities resulting from the use of the Farmers' Market by the public and/or claims as a result of injury caused by an individual vendor operating in the Farmers' Market.
2. All Vendors shall obtain third party liability insurance to cover their business operations and will provide a certificate to the Farmers' Market as additional insurance, OR vendors have the option to sign the "Hold Harmless Agreement" on the market application.
3. The Farmers' Market obtains a Hawker and Peddler Licence from the City of North Bay to operate the market. All vendors should obtain their own business licence from the Government of Ontario, if required.
4. MyPick Producers must supply proof of either paid renewed membership with the MyPick Verified program each year (usually with the Summer Market Application form), or their application to the Verified program. For more information on the MyPick program visit: <http://www.farmersmarketsontario.com/mypick/index.cfm>

## MEMBERS:

1. All Members must adhere to the rules and regulations document. Failure to do so **WILL** result in disciplinary action.
  - a. All Vendors must stay in attendance during the Farmers' Market's operational hours. Packing up is not permitted until after regular market hours. If a Vendor sells out of product, they are required to display a "Sold Out" sign.
  - b. It is each Vendor's responsibility to seek out and follow any and all regulations enforced by the North Bay Parry Sound District Health Unit directly pertaining to their business. The North Bay Parry Sound District Health Unit can be contacted at (705) 474-1400.
  - c. Each Vendor shall keep their market space free from refuse during Farmers' Market hours and must meet the refuse management requirements of the City of North Bay.
    - i. Vendors are required to clean up their Market space after each Market day
    - ii. Vendors are responsible for the disposal of garbage generated by their business operation
  - d. Smoking is NOT permitted inside the Farmers' Market during hours of operation by either customers or vendors. Vendors who wish to smoke must leave the designated Farmers' Market area and ensure they are at least 9 meters or 25 feet from the tent area.
  - e. Vendors may bring their pet to the market. They must be leashed at all times, cleaned up after and under control of the owner. They may not be allowed to roam the market area alone or enter another vendor's stall without permission. As per the Health Unit, all animals should not be able to reach unprotected food products.
  - f. Vendors shall conduct their business in an orderly manner. Shouting or any objectionable means of soliciting trade shall not be tolerated.
  - g. All Producers must have prices posted as per the Ministry of Agriculture Food and Rural Affairs, Ontario Regulation Act. Foodland Ontario Price Cards can be obtained from the Market Manager.
    - i. [www.omafra.gov.on.ca/english/food/inspection/fruitveg/sellingfruitsvegs.htm](http://www.omafra.gov.on.ca/english/food/inspection/fruitveg/sellingfruitsvegs.htm)
  - h. No member shall sell anything other than what is listed on their approved application form. Vendors who wish to add additional items to their approved product list must make the Market Manager aware, in writing, at least two weeks prior to the required market date. This allows time for any approval process that may be required.
  - i. Occasional Vendors will pay their fees each market day. On their first market day they will be required to pay a one-time yearly membership fee in addition to their stall fee. Payments will be collected by either the Board Treasurer or the Market Manager.
2. The Farmers' Market does not restrict the "gifting" of products to consumers as a means of promotion. Vendors are not allowed to distress pricing or announce sale pricing at the end of the market day.
3. Vendors who violate the rules and regulations of the Farmers' Market will face disciplinary action as indicated in section 2 of the Discipline Actions Section. Repeat offenders will no longer be considered Members "in good standing" and their applications will not be given priority.
4. Producers and Vendors, who sell food of any type, must include a detailed list of all items they wish to sell at the Farmers' Market. As an example, name each type of cookie, cake, pie, bread, pasta etc. This detailed list must match the item list submitted to the North Bay Parry Sound District Health Unit.

## DISCIPLINARY ACTIONS:

1. Complaints registered from the public about a specific vendor's product or conduct will require the Market Manager and/or the Chairpersons to address that complaint to the specific vendor.
2. If a Vendor has a complaint about the actions of another Vendor the following protocol must be followed:
  - a. First talk to the Market Manager about the issue. A simple resolution could be made to deal with the concern.
  - b. If the situation continues, or the issue is not addressed to the vendor's satisfaction, ask for a Resolution Form.
  - c. The Resolution Form must be filled out in its entirety and submitted to the Market Manager, in person, by the end of the market day.
  - d. The Resolution Form will be reviewed by the Market Manager and dealt with immediately. If this is a continued concern, or a more detailed issue, the Board will review and discussion the issue. If a rule or regulation is proven to have been broken, consequences may follow.
3. The Rules and Regulations of the Farmers' Market will be strictly enforced. The Board, through the Market Manager will discipline vendors who do not comply with the rules and regulations as follows:
  - a. **Market Manager will provide the Vendor with a verbal warning for the first offence.**
  - b. **A written notice will be given by the Market Manager for a second offence. The notice will state that, should an offence occur again, the Vendor will be permanently removed as a Market member.**
  - c. **If a third offence occurs, the Vendor shall be informed in writing that they have been removed as a Market member. Prepaid fees will not be refunded.**

## SPECIFIC MARKET RULES:

### Summer Market

1. The Board will provide 2 (two) summer markets:
  - a. One held on Saturdays from 9:00am to 1:30pm from May long weekend to October long weekend in Parking Lot 10, at the corner of Wyld Street and Oak Street.
  - b. The second held on Wednesdays from 9:30am to 1:30pm from the first Wednesday after May long weekend to the Wednesday before October long weekend, on the cobblestone area of the Discovery North Bay Museum.
2. Vendors should arrive on site, before the following times, to ensure they are in the right location, and can be set up for the start of the market. We do not allow any vehicle traffic inside the market after these times as well, for safety reasons,
  - a. On Saturday, vendors must be set up by 8:30am.
  - b. On Wednesday, vendors must be set up by 9:00am.
3. Washroom facilities are available to Vendors within a short walking distance of the Farmers' Market location.

- a. The Discovery North Bay Museum has provided the use of their washrooms for vendors to use during their normal business hours. There are also washroom facilities at the Splash Pad located behind the Museum.
4. Signage will be displayed for the Market. These signs vary in nature and are used to advertise the market is open, where parking is, and pets must be kept on a leash at all times when visiting the Market.
5. The use of anchors to secure tents is mandatory for all vendors. These weights should be heavy enough to hold their tent down during sudden weather changes. Weight requirement is 30lb per weight, per tent post, minimum.
6. Tent requirements are that all must be a similar size of 10 foot square and in good condition. Tents of a small size are permitted, providing they are similar in style and design to a regular canopy tent. Larger tents will not fit into our designated stall space and will not be allowed (unless vendor has purchased a double space, to which a 10ftx20ft tent would be allowed). This provides all vendors with the same 10x10 feet of selling space per rented spot.
7. Vendor signage is allowed in front of their tent, providing it is well constructed and does not block other vendor spaces. Signage cannot exceed more than two feet into the common walkway, and must be touching their tent space.
8. All vendors' vehicles associated with the sale of goods on Market days must be parked in a designated vendor parking location. For safety reasons, vehicles are NOT allowed to move in or out, or within the Farmers' Market area during hours of operation, unless approved by the Board.
9. Seasonal members are asked to notify the Market Manager of their intended absence by Sunday Noon for an absence at the Wednesday Market and by Wednesday Noon for an absence at the Saturday Market. Vendors are subject to a \$50.00 fine if they fail to inform the Market Manager after the stated time frame.
10. Occasional vendors, once booked, must provide 24 hours notice on cancelation or be charged a \$50.00 fine, similar to seasonal vendors.
11. Occasional vendors will be contacted about attending the market by the following rules: Wednesday market will be notified starting Monday afternoon; Saturday market will be notified starting Thursday afternoon. Advance notice could be available, depending on availability.
12. All onsite prepared food vendors must list all absence days in advance, on their application form, to ensure our customers have a positive market experience. Failure to provide advance notice of non-attendance may result in your membership status being reviewed.

## **Winter Market**

1. The Board will provide a Winter Market:
  - a. One retail space has been leased in the lower level of the Kennedy Building.
    - i. 222 McIntyre St W, North Bay ON P1B 2Y8
  - b. The market will be open to the public from 9:30am to 1:30pm each Saturday from mid-October to the end of April (actual dates to be determined each year).
2. Vendors must be set up by 9:00am
3. Only service animals are allowed at the Winter Location
4. Vendors will drive down to the lower level, unload their items, then drive back up and park in a space behind the LCBO so as to leave room for customers to park
5. There is a spot available for vendors to leave some items such as freezers, tables, chairs, etc. please work with the Market Manager and/or a Board Member to coordinate use of this space
6. Vendors are expected to keep their area clean before, during, and after the market
7. Upon approval, we may schedule specific times for vendors to arrive so as to avoid traffic jams
8. Occasional vendors, once booked, must provide 24 hours notice of cancelation or be charged a \$50.00 fine, similar to seasonal vendors
9. Occasional vendors will be contacted about attending the market after Tuesdays of that week. Advanced notice could be available depending on availability

10. All onsite prepared food vendors must list all absence days in advance, on their application form, to ensure our customers have a positive market experience. Failure to provide advanced notice of non-attendance may result in your membership status being reviewed

**NOTE:**

**For the general benefit and welfare of the Farmers' Market and the Vendors therein, the Board may amend this policy of Rules and Regulations at any time without written notice, and such amended policy shall be binding on the Vendors.**

**By signing the application form, the Vendor agrees to abide by the above Rules and Regulations.**