

**RULES, REGULATIONS and POLICIES**  
**OF**  
**THE CAPE BRETON FARMERS' MARKET CO-OPERATIVE LTD.**  
**Effective March 19, 2016**

The Cape Breton Farmers' Market Co-operative Ltd. (CBFM) is a non-profit organization dedicated to providing a low-risk venue for local growers, producers and crafters to promote and sell their products. The CBFM is operated by a volunteer member-based Board of Directors (BOD), as well as a Market Manager(s). The following Rules and Regulations are a designation of the BOD, to ensure that we are successful in fulfilling our mission. We require close cooperation from all Vendors to achieve our joint goals.

#### **A. VENDOR TYPES**

##### **Casual Vendor**

A Casual Vendor is any Vendor who has been at the market for less than 16 weeks in a 12 month period and has not paid the annual membership fee.

##### **Full-time Vendor**

A full-time Vendor is any Vendor who has been with the market for 16 weeks or more in a 12 month period.

##### **Youth Vendor**

A Youth Vendor is any vendor who has not reached the age of 18. Youth vendors are not eligible to become members of the market, but are encouraged to participate fully in market activities.

##### **Member**

A member is defined as a Vendor who has attended the market at least 16 weeks, has completed the application process, and paid their yearly membership fee.

#### **B. MEMBERSHIP**

A \$20 membership fee is required to join the CBFM as a member and a membership fee of \$20 per year is required to be paid annually, as of year-end, March 31st of each year.

##### **BENEFITS of membership**

Benefits of membership include the guarantee of the same space every week, with limited exceptions.

Members are also eligible to contribute to the direction of the CBFM through nomination to the BOD, committees/projects, and are able to vote at all meetings of the membership. Members are also eligible for a 2 week vacation per year where they do not pay table fees.

#### **ELIGIBILITY**

The Board of Directors will review membership applications annually or as deemed necessary.

Vendors applying for membership must have attended the market for 16 weeks of the previous 12 month period, and thereby have full-time Vendor status.

CBFM membership aspires to meet the FMNS standards as stated in their by-laws, by which we strive to maintain a 50% ratio of primary producers, 30% secondary, and 20% crafters.

### **C. HOURS OF OPERATION**

The CBFM is open to the public for the sale of goods by Vendors every Saturday between the hours of 8:30am and 1:00pm. The CBFM is open to Vendors one-half hour before and one-half hour after the designated open hours. CBFM Vendors should be set up and ready for business by opening time (8:30am) and vendors should remain at the market until closing (1pm) even if they have sold out of product. An exception to this rule is inclement weather that impacts travel time. In the case of pre-scheduled plans, please advise the manager that you will be leaving early.

This policy is designed to help ensure that the market does not face the negative impact of vendors setting up or leaving during market hours, and creating unsightly gaps in the market when vendors are not in place during market hours.

### **D. ROLE OF MARKET MANAGER(s)**

The Market is under the supervision of the Market Manager(s), whether volunteer or hired by the BOD. All inquiries and applications with respect to stall fees and payment thereof are to be made to the Market Manager. The Market Manager is authorized to allocate stalls to casual and full-time Vendors (including members), to receive stall fee payments, and give receipts thereof. The Market Manager will hear any member or Vendor suggestions, complaints, (in writing) or queries. The Market Manager has final responsibility for implementing board-set stall fees, maintenance, and conflict resolution. In case of the Market Manager's absence, a member or members of the BOD may fill this role.

### **E. STALLS**

Stalls will be allocated at the discretion of the Market Manager, in consultation with the Vendor Selection Committee, in consideration of variety of producer mix (ex: farmers, craftspeople, bakers, etc.), and what is deemed to be best for the overall effectiveness of the Market. The Market Manager and Committee have the right to limit the number of stalls issued within the CBFM to each producer type. All stalls inside should be allocated before outside ones are issued; this will be at the discretion of the Market Manager and the Board of Directors.

The interest of a Vendor in a stall, reserved or otherwise, is personal and is that of a license and not a lease and is not assignable or transferable to any person other than a family member who carries on the original business of said Vendor.

**Vendors who leave any property in the Market, do so at their own risk** and are deemed to have notice that the Market may be occupied by other persons on days other than on “Market Days” and including Market Days after Market Hours.

While due consideration will be given to long-term permanent Vendors, CBFM reserves the right to require a Vendor to relocate to a new stall location without prior notice. Some consideration for relocation may be, but not limited to, public safety or policy implementation.

### **Stall Fees**

Stall fees can be paid on a reserved (monthly) or casual (weekly) basis.

A **reserved** stall will be paid for at the first of every month, and will be assured its place for the duration of that month, and on an on-going basis, so long as the Vendor continues to attend the Market regularly, makes stall payments on time, and adheres to the CBFM rules and regulations. The Market Manager may deem it necessary to relocate a reserved stall, for the operational purposes of the Market. In this case, a month's prior written notice will be given to the Vendor of the reserved stall.

All available stalls other than reserved stalls are assigned on a casual basis on the Market Day at the discretion of the Market Manager. A Vendor seeking a casual stall has no assurance that he will be allocated the same stall, or any stall, on successive Market Days. It is a priority of the CBFM to achieve stability in the layout of the Market and for all Vendors.

The stall fees are established by the BOD, and may vary as to location or to duration of the assignment period or as to services provided to the stall, or such other factors as are deemed relevant by the BOD.

Stall fees are subject to change at any time, with one month's prior notice.

A Vendor paying a fee for a stall acquires the privilege to use the stall for the purpose of selling goods only for the period from one-half hour before to one-half hour after the Market is open to the public on the Market Days for which the fee has been paid, subject to the other rules and regulations contained herein.

**Cleaning: All vendors are responsible for cleaning their own area in and around their stall and leaving it clean, sanitary, and tidy after each market.** This is your storefront, be proud of it. Everything is available at the Market for cleaning.

**In the event the Vendor leaves their table/location in an unclean condition, the Vendor may be assessed a \$10 cleaning fee.**

**Signage and Display:** Each Vendor must clearly display their name or the name of their farm or business on or about his/her stall, to the satisfaction of the Market Manager. Signage must stay within the booth area. If signage is overhead, it must not block other vendors. Vendors are required to display prices for all products by way of a price list or must individually price items.

Vendors are not to exceed the boundaries of their allotted space. This includes their products, their infrastructure, their signage and themselves.

Tablecloths should be used and can be provided by the Market Manager.

If a Vendor wishes to leave display materials behind, he/she understands that he/she is responsible for paying the weekly fees for said stall, even in the event of absence. Any Vendor who does not wish to incur this charge must clear all materials from the stall at the end of Market Day and give proper notice to the Market Manager.

Vendors who wish to erect signs or advertising material of any kind in the Market, including moveable or temporary signs, must obtain the prior approval of the Market Manager as to location, construction, material used and content. The Market Manager may in his/her discretion refuse permission to erect any sign or advertising.

Where a stall is serviced by electricity the Vendor shall not connect thereto any electric appliance without the prior approval of the Market Manager. Such approval may be subject to the payment of an increased fee as determined by the BOD.

## **F. FOOD VENDORS**

**Food Vendors must have their Food Permit from Dept. of Agriculture on display at their booth during Market hours.**

**All food vendors are required to provide the Market Manager with a copy of their up-to-date Food Handlers' Certificate.**

**Food vendors must display signage that clearly lists completed products not of their own production, indicating who the grower/producer is and where the grower/producer is based.**

**Any food vendor not following health and safety rules concerning food handling will be spoken to by Management: after 1 verbal warning a written warning will be given followed by expulsion from the CB Farmers' Market if food safety rules are not followed**

**Kitchen Use:** Any vendors using the CBFM kitchen are responsible for keeping it clean. This means cleaning it after each vendor uses it to the point that you would like to have it when you come in to it yourself. Extra cleaning (ovens, fridges, shelves etc) will need to be done by following a schedule which will be provided by management. The importance of keeping our kitchen clean cannot be stressed enough!!

## **G. PRODUCTS AND PRODUCT LABELING**

### **LOCAL PRODUCTS**

Subject to the exceptions that follow, **all products sold at the Market must be produced in Cape Breton by the person who is selling them.** Existing vendors, in some cases, may seek approval to sell limited quantities of agricultural products produced by another Cape Breton Farmer.

Vendors may not misrepresent their products or production processes (ie. where and how they are grown, harvested, prepared, or created). Any new products being brought in by a vendor must be cleared by the Market Manager first.

Only “Certified Organic” growers/producers may use the word “organic” in promotion of their products through signage, labels and verbal communications.

### **Imported Products**

A portion of gross sales can be imported product that complements your product line (ex. spices, tea, imported cheese) and for which there is not another locally sourced product. Very few products will meet this criteria and it will be tightly monitored. In exceptional cases, a vendor may be accepted for whom much or all of its sales may be imported goods (e.g. coffee, wines, tropical fruits) provided there is no local product and that the product is considered desirable for the market. In some cases, such approval may be subject to seasonal or other reasonable limitations.

### **Other Product Regulations**

Any activity that constitutes a criminal offence is prohibited. Nothing shall be permitted to be done or displayed at the table/location which is contrary to the *Criminal Code* (Canada), or any provincial or municipal act, by-law or regulation.

**No live animals or live fowl** may be brought into the Market building by Vendors or patrons. No live animals or fowl may be sold or given away on the Market property, by Vendors or patrons.

**EXCEPTION:** The use of seeing-eye / guide dogs is allowed within the Market building and on the Market property.

## **H. VENDOR SPECIFIC**

Vendors who have dangerous or potentially dangerous equipment at their stalls shall comply with government regulations, and ensure that at all times such equipment is situated, maintained, and operated so as not to endanger patrons. They will comply with any directions of the Market Manager to situate, maintain, and operate such equipment in a safe manner or to remove it. **All Vendors who have any flammable items at their stalls are required to have an appropriate fire extinguisher available at their stall at all times.**

Vendors are required to look and to conduct themselves professionally at all times when attending the CB Farmers’ Market. Negative remarks toward other vendors or their products, either made directly or indirectly, will not be tolerated as our goal is to be a close knit community Market, helping each other to grow our businesses and thus grow our CBFM.

**The CBFM will not tolerate physical or verbal abuse or sexual harassment.** Any complaints regarding Vendor misconduct are to be addressed to the Market Manager.

**Remedial action will be taken by the CBFM if a Vendor has:**

- Failed to pay any amount due and payable to CBFM.

- In any way misled patrons as to, or misrepresented his goods in any way whatsoever; including without limiting the generality of the foregoing, the price, origin, quality, quantity, contents, kind, type, size, age, weight, measure, volume, or contents of the goods offered for sale in the Market.
- Failed to comply with any of the rules contained herein governing use of stalls in the Market.
- Displayed conduct unacceptable to CBFM, as stated herein, to include but not limited to, creating a disturbance or nuisance toward patrons, or other Vendors, or employees of the CBFM.

**In situations where there is found to be a violation of the CBFM Rules and Regulations, the following actions will be taken:**

- First Violation – verbal warning from the Market Manager;
- Second Violation – written warning from the BOD;
- Third Violation – CBFM will suspend the Vendor from the Market until such a time as a resolution can be reached, or else cancel their contract indefinitely, depending on the severity of the case and at the discretion of the Market Manager and the BOD.

A Vendor's contract may be terminated at any time by CBFM if the BOD determines that the conduct of the Vendor at the Market is injurious to the CBFM. In the event of conflict arising between Vendors and the Market, the first point of contact is the Market Manager. The Manager will offer a resolution. If the issue is not satisfactorily resolved, the Vendor or the Manager can present the issue to the Board of Directors. If Vendors have an issue with the Manager they are welcome to appeal to the Board of Directors. The BOD will review the matter and make the final decision on the issue.

Vendors are to park any vehicles, trucks, cars, etc., in a space identified by the Market Manager, so as to keep the parking lot clear for the outdoor stall-holders and patrons. Vendors may park near the doors for unloading and loading purposes only (before and after Market hours).

No person without a valid permit or permission from the Market Manager, may offer for sale, exhibit, or display goods, wares, products as well as any other merchandise of any kind in or about the Market building or in the adjacent parking lot.

## **I. FUNDRAISING**

Youth and Children's organizations will be permitted in to the CBFM once per year only to do fundraising for their groups, this is on a first come-first serve basis and at the Manager's discretion eg: Girl Guides, Boy Scouts, 4-H groups.

Unauthorized fund raising, proselytizing or solicitation for political or religious purposes, or panhandling, is not permitted on Market property. Anyone attempting to carry out these activities without a valid permit or permission and refusing to leave the premises when requested by the Market Manager will be deemed a trespasser and treated accordingly.

## **J. ACCEPTING VENDORS AND PRODUCTS**

Any product, imported or local, must be specifically approved by the Market Manager through an application process. The approval of vendors and products may be discretionary with a view to reasonably protecting existing vendors and to providing customers with acceptable products which fit with the Market's mission and goals.

We aim to accept Cape Breton first, then Nova Scotia vendors, with no flooding of similar products.

**Some Exceptions may be** Occasional and Seasonal vendors who have been coming to the Cape Breton Farmers' Market year after year, and whom the Public has come to expect to see. These vendors are not always local but do bring in new customers and new interest to the CBFM.

## **K. COMPLAINTS**

All complaints should be brought to Management (in writing). If a resolution cannot quickly be found, Management will go to the Board for assistance.

## **L. SNOW CLEARING**

Snow clearing during winter around the doors will be done as needed, but if a vendor has their own code and needs to get in the building for some reason, they will need to clear the snow away from the doors themselves. Management is not responsible to come in and shovel to let them in if it is not on Market day.