

THE FARM AND MARKET IN CLARENVILLE
Operating Policies Jan 30, 2017

NON-PROFIT OPERATING POLICIES

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1. Fee Schedule: Space at the Market shall be rented according to the following fee / permit schedule:

Weekly Fees*

Indoor table: \$35+HST/week Senior Rate (65 or over)\$30/week

Outdoor table: \$25+HST/week Senior Rate (65 or over) \$20/week

Additional Tables: \$5.00

Utility fee: \$8/week (if vendor needs electricity or propane)

* Annual Town of Clarendville Permit Fee of \$25.00 covered by FMIC in season 1.

Outdoor tables shall be rented at a 50 percent discount for all market days between Thanksgiving and the end of the market season to any vendor who has been on site for at least 50 percent of market days before Thanksgiving. The Market Manager will be responsible for collecting the weekly table fees and providing a receipt to the vendors.

2. Prepayment: All indoor vendors may pre-pay for the entire confirmed number of dates they have been offered by the Market Manager.

3. Cancellation Policy: Indoor vendors must provide at least 7 days notice of any cancellation to be guaranteed a refund. Bookings cancelled without such notice must be paid for in full before the vendor is permitted to vend again. Cancellations coming later than 7 days in advance may be refunded at the Market Manager's discretion if the table is filled.

4. Refunds: Refunds shall be set at 50 percent of the booking cost to account for administration expenses.

5. Refunds: Outdoors and Farm Vendors may cancel with no penalty (full refund provided if paid in advance).

6. Application to Vend at the Market: All prospective vendors must complete an online vendor application and must review the Public Market Guidelines and the Vendor Handbook (links to which are provided in the application).

7. Non-Profits: Non-Profit organizations may set up tables and their own tents outdoors at no charge. Only one Non-Profit table per week may be selling a product, and no draw or lottery tickets may be sold.

8. FMIC Table: A table may be provided for the FMIC to promote the Market and build membership on a weekly basis.

9. Assignment of Space: The Market Manager has the responsibility for assigning table space. Requests for particular sites will be given consideration but management reserves the right to assign and locate all vendors. Vendors are not permitted to change their assigned tables without the permission of the manager.

10. Criteria for Selection: The Market Manager shall use the following criteria to assign table space:

1) As a Farmers' Market, it is critical to maintain as many farm vendors as possible. Agricultural products shall always take precedence over crafts and prepared foods in table allocation.

2) The Manager shall endeavor to maximize the variety of products available at the market and may allocate space to vendors in order to do so

3) Preference shall be given to vendors whose primary point of sale is the Farmers' Market

4) The Manager may choose to allocate tables in such a way as to provide space for new vendors to develop a customer base

5) Vendors whose values are judged to be in keeping with the mission of the Cooperative (as laid out in its Bylaws) shall have preference in table allocation

6) Vendors who are refused a table may request a written justification from the Market Manager. If they are unsatisfied with the justification, they may make a written request to the Board for reconsideration of the decision. This discussion will take place at the next scheduled Board meeting.

11. Hours of Operation: The Market shall operate between 9 AM and 2 PM on such Saturdays or Holidays as the Board agrees. Selling outside of these hours is prohibited – vendors in violation are subject to the disciplinary steps.

12. Setup: Vendors may begin setting up at 3.5 hours prior to market opening, setup must be complete by 30 minutes prior to market opening.

13. Table Covers: All vendors must use table coverings; prepared food vendors must use impermeable table coverings to avoid damage to market property

14. Start Time: Vendors must be ready to sell by 9:00 AM or their table may be reassigned to another Vendor.

15. Condition of Vendor Space: Vendor spaces are to be left in the same condition at the end of the market, as they were at the start.

16. Breakdown: Breakdown starts at the end of the market day and not before (unless vendor has sold out or has the Market Manager's permission to leave) and must be completed, garbage removed, and vendor spaces vacated by 1 hour after the end of the market.

17. Outdoor Cleanup: All outdoor vendors are expected to assist with site cleanup by cleaning their table, taking it down, folding it, and bringing it to the main entrance.

18. Indoor Cleanup: Indoors vendors must wipe down tables, fold them where possible, and bring them close to the back room.

19. Assistance: Any vendors who are physically unable to assist with moving equipment are exempted from these requirements.

20. Mobility Challenges: The goal of market parking policy is to maximize space for paying customers and particularly for customers with mobility challenges.

21. Parking: Vendors may park at, or near, the main entrance during set up for market day.

22. Loading Space: The Manager will maintain a designated loading space close to the market during setup. When setup is complete vendors must move their vehicle to the designated vendor parking area.

23. Selling from Vehicles: Outdoor vendors who sell from their vehicles are exempt from the parking policy.

24. Vendors may not bring their vehicles back to the customer parking area until after the market has closed unless approved by the Market Manager, and must not move their vehicle until their stall is packed up and ready to be moved out.

25. Parking Violations: Vendors found in violation of these policies will be subject to the following consequences:

1) First Violation: Removal from the vendor list for one-week \$25 fine

2) Second Violation: Removal from the vendor list for one week and a \$50 fine, payable to the Non-Profit. Vendors will not be allowed to return until this fine is paid

3) Third Violation: Removal from the vendor list for an additional two markets and a \$100 fine.

26. Vendors with Disabilities: Vendors with disabilities are exempted from the requirement to park in the vendor area.
27. Merchandising: All products must be sold, displayed and stored from a surface above the ground. All vendors must utilize tables, shelves, cases or other structures for these purposes.
28. Tables and Chairs: The FMIC will provide one table and two chairs for all vendors. Each vendor is responsible for providing and removing any and all equipment and supplies he/she brings to do business on the market site. Provided table size is 72 x 30 inches. Additional space around the table may be used at the discretion of the Market Manager.
29. Additional Tables: Outdoor vendors may rent additional tables. Indoor vendors may not rent additional tables, unless the Market Manager makes an exception.
30. Sneeze Guards: A limited number of sneeze guards are available for rent from the Cooperative at a rate of \$5/week.
31. Storage Space: The Cooperative may make space available for storage between markets. The rental rate for equipment storage is \$5/week per storage unit (1.5 ft. x 2 ft. of floor area)
32. Condition of Storage Space: Vendors must keep their storage area orderly. Failure to do so will result in loss of access to the storage space.
33. Booking Storage Space: Storage space may be booked through the Market Manager
34. Signage: Vendors shall display a sign with the vendors' name, farm name or corporate name, location and contact information.
35. Food License: Food vendors must display a valid food license.
36. Sign Location: All signs must remain within the allotted vendor's exhibit space and must not block pedestrian traffic, or interfere with other vendors' displays or views.
37. Displays: All displays should be neat and tasteful. We require that each vendor use a tablecloth to protect tables and enhance presentation. Vendors must maintain a clear walkway for customers to move from one vendor to another.
38. Food Safety: Vendors are expected to familiarize themselves with all applicable food safety regulations. These are summarized in the Market's Food Safety Guidelines Document.

39. Legislation and Regulations: All products meant for human consumption to be sold at the market are regulated by federal and provincial legislation and regulations. The Farm and Market in Clarenville requires that all food vendors comply with all these requirements. It is the vendor's responsibility to acquaint themselves with the relevant requirements and provide documentation of appropriate licenses.

40. Farmers' Market Food Safety: The FMIC shall keep current and make available to all food vendors a "Farmers' Market Food Safety: Vendor Handbook". This document identifies current applicable legislation, regulations and licensing requirements, as well as relevant contact information. It also describes the general application and approval process.

41. Responsibility of Understanding Regulation: As part of the its application process, the Market requires that all food vendors declare that they have read, understand and will follow all federal and provincial regulations and procedures as they relate to the production, storage, transportation and dispensing of their products.

42. Food Safety Reviews: The FMIC shall, across the market season, conduct occasional selective reviews of vendor food safety practices at the Market. These reviews will be recorded on a "Vendor Food Safety Checklist", signed and kept on record.

43. Start-Up Check List: To ensure that the market grounds and facilities are generally safe and free from potentially harmful contaminants, the FMIC will conduct a review and complete on a "Start-up Check List" before the start of each market day.

44. Solicitations: No soliciting, advertising, political or religious activities shall be permitted in the market area (i.e. indoors or outdoors) without the express permission of the Board of Directors

45. Buskers: Buskers can apply for outdoor space at the market at no charge, but must contact the Market Manager at least one week in advance. Designation of the space and availability is at the discretion of the Market Manager.

46. Non-Smoking and Alcoholic Beverages: The FMIC shall be maintained as a non-smoking public event. The consumption of alcoholic beverages at the market is prohibited.

47. Farm Products Resale: Limited amounts of resale are permitted. Farm vendors may use up to 25% of their table frontage to resell products grown by other farms in Newfoundland and Labrador. All such products must be clearly labeled. No agricultural products from out-of-province are permitted.

48. Secondary Agricultural Products: Vendors of secondary agricultural products must declare that such products are made primarily from crops produced either on their farm or from a farming operation within the province of Newfoundland and Labrador. Labeling must adhere to provincial standards.

49. Farm Practices: All agricultural vendors shall declare that they operate their farms according to generally accepted best farm practices regarding use of pesticides and farm food safety practices.

50. Provincial Standards: Agricultural Producers shall adhere to all provincial environmental standards.

51. Farmer Profiles: All farmers must provide the Market Manager with the necessary information to complete their (Farmer Profile) on the FMIC website. This information must be provided no later than 1 month before the market begins.

52. Declaration of Organic: Any vendor who uses the term “organic” anywhere in their stall or on their products must be certified as organic and provide proof of certification to the Market Manager.

53. Company Name Organic: Vendors whose corporate name includes the word (organic) may continue to display this name, but must prominently display a sign indicating their lack of certification.

54. Standalone Products: Entree items or any other items that are or could be sold independently must be made, baked or grown by the vendor.

55. Prepared Foods: Prepared food vendors are encouraged to use compostable containers and to provide only as much packaging as needed.

56. Prepared Foods Safety: Prepared food vendors must be inspected and must follow all relevant food safety legislation and guidelines.

57. Craft Products: An independent jury appointed by the Board of Directors shall approve all craft products. Criteria Follows:

a) Items, which are not acceptable, include crafts made from kits and items that are mass-produced, used or commercially manufactured.

b) Jury acceptance will be based on the variety of goods, originality of design, quality of workmanship and artist involvement.

c) Work should show imagination, skill and individuality of the craftsperson.

d) Vendors are not permitted to buy products from someone else and re-sell at the market.

58. As a general principal, pre-manufactured components should not dominate the aesthetic of goods to be sold or the contribution of the craftsperson. Vendors are not permitted to re-sell goods.

59. Goods must be of original or traditional design, and cannot violate copyright laws.

60. "Fan art" is allowable if characters are depicted within the context of an original piece and as long as that piece does not use commercially printed copyrighted materials and is not based on a commercially purchased pattern.

61. Goods sold must be predominantly handmade from base materials (clay, paint, ink, wool, wood, paper), and not assembled from previously manufactured finished products or from a purchased kit.

62. If an item is made from a mold, the artisan must make that mold. Commercially manufactured reproductions of three-dimensional works are not permitted.

63. Commercially-printed reproductions of paintings, drawings, hand-pulled prints, or other forms of original two-dimensional work are permitted but cannot make up more than 20 percent of goods for sale on a vendor's table. Commercially printed reproductions that are signed and numbered, as "art prints" are permitted for sale at the market. All reproductions must be labeled as such (to distinguish, for example, handmade cards from ones that are mechanically printed).

64. Archival-quality mechanically produced prints of original photographs are permitted, but these must be signed and dated by the photographer.

65. Priority will be given to jewelers who themselves manufacture the primary elements of their work and who demonstrate originality in their designs. Jewelry that consists primarily of pre-made beads, pendants, and stones that are mounted or strung using pre-made chains, bezels and/or findings will be given lowest priority.

66. Knitted goods made of natural fibers and exhibiting mastery of traditional techniques and/or originality in design will be considered over knitted goods using acrylic or other manufactured fibers. Knitted goods made from commercial patterns showing, for example, Disney or similar characters are not permitted; though original knitted goods that fall under the category of "fan art" are permitted (see above).

67. Vendors are strongly recommended to carry sufficient liability insurance. Vendors are responsible for contacting an Insurance Agent to determine what level of coverage is appropriate for them.

