

# **THE FARM AND MARKET IN CLARENVILLE**

## **Operating Policies March 2021**

### **NON-PROFIT OPERATING POLICIES**

#### **I OPERATING POLICIES**

##### **1. Fee Schedule**

Space at the Market shall be rented according to the following fee schedule:

Indoor table: \$35/week

Outdoor table: \$25/week

Additional Retail Tables: \$25.00

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

##### **2. Reservation Policy**

Vendors must prepay for their table reservation via E-transfer to the FMIC account by the end of day of the Wednesday preceding the Saturday market day.

##### **3. Cancellation Policy**

Cancellations that occur prior to the Wednesday preceding market day will be fully refunded. If that space is unable to be filled by a waitlisted vendor, then a participating vendor will be able to purchase a second table

##### **4. Refunds**

Refunds shall only be granted in cases where there is an “act of god” and the vendor is unable to attend and be set at 50 percent of the booking cost

## **5. 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).

## **6. 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 in the building.

## **7. FMIC Table**

A table may be provided for the FMIC to promote the Cooperative to build membership on a weekly basis.

## **8. Assignment of Space**

The Market Manager has the sole 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. Table assignments are sent out every Friday prior to market day; no changes can be made on market day.

## **9. Criteria for Selection**

The Market Manager shall use the following criteria to assign table space:

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

- b) 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.
- c) Essential vendors included but are not limited to; Farmers (vegetable, meat, fish), Food Products (cheese, kombucha), Prepared Foods and Baked Goods. The FMIC will strive to ensure there is at least two of each during every market day. Vendors in the essential category who have committed to the full year with FMIC shall be given preference of table position.
- d) Preference shall be given to vendors whose primary point of sale is the Farmers' Market and those deemed essential to the market.
- e) The Manager may choose to allocate tables in such a way as to provide space for new vendors to develop a customer base
- f) 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.
- g) 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.

## **10. Hours of Operation**

The Market shall operate between 10 AM and 3 PM on Saturday's. Selling outside of these hours is prohibited – vendors in violation are subject to the disciplinary steps.

## **11. Setup**

Vendors on Saturday's Markets may begin setting up at 8 am.

Setup must be completed 30 minutes prior to market opening.

## **12. Table Covers:**

All vendors must use table coverings; prepared food vendors must use impermeable table coverings to avoid damage to market property

## **13. Start Time**

For Saturday events Vendors must be ready to sell by 10:00 AM or their table may be reassigned to another Vendor.

## **14. 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.

## **15. Breakdown**

Breakdown starts at the end of the market day and not before (unless the vendor has sold) and must be complete and garbage removed, Vendor spaces must vacated by 1 hour after the end of the market.

## **16. 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.

## **17. Indoor Cleanup**

Indoors vendors must wipe down tables, fold them where possible, and bring them close to the back when requested by the Market Manager.

## **18. Assistance**

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

## **19. Mobility Challenges**

The goal of market parking policy is to maximize space for paying customers and particularly for customers with mobility challenges. The Market manager will inspect foot traffic areas for obstruction regularly during market day.

## **20. Parking**

Vendors may park at, or near, the main entrance during unloading for market day. The designated parking area is on the grass on the east end of the hotel where the Hotels stage is. Vendors are not allowed to park at the back of the hotel.

## **21. Loading Space**

The Manager will maintain a designated loading space close to the market during setup. Once the vehicle is unloaded, move it to the designated vendor parking area before setting up your table.

## **22. Selling from Vehicles**

Outdoor vendors who sell from their vehicles are exempt from the parking policy. They must park in the areas designated by the Market Manager.

## **23. Vendors Wrap-up**

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.

## **24. Parking Violations**

Vendors found in violation of these policies will be subject to the following consequences:

- a) First Violation: Removal from the vendor list for one-week \$25 fine
- b) 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.
- c) Third Violation: Removal from the vendor list for an additional two markets and a \$100 fine.

## **25. Vendors with Disabilities**

Vendors with disabilities are exempted from the requirement to park in the vendor area.

## **26. 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.

## **27. 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.

## **28. Additional Tables**

Outdoor vendors may rent additional tables. Indoor vendors

may not rent additional tables, unless the Market Manager makes an exception.

### **29. Sneeze Guards**

Required for food vendors who have food displays in front of their booth. All Prepared food vendors are provided with an extra table to prepare their food away from the customer traffic areas. One table will be for set up in front for selling and the other will be on the wall behind for preparation of food.

### **30. Booking Storage Space**

Storage space may be booked through the Market Manager

### **31. Signage**

Vendors shall display a sign with the vendors' name, farm name or corporate name, location and contact information.

### **32. Food License**

Food vendors must display a valid food license.

### **33. Sign Location**

All signs must remain within the allotted vendors exhibit space and must not block pedestrian traffic, or interfere with other vendor's displays or views.

### **34. 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.

### **35. 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.

### **36. 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 Clarendville 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.

### **37. Farmers' Market Food Safety**

The FMIC shall keep current and make available to all food vendors via email link to the "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.

### **38. 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.

### **39. 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.

#### **40. 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 a “Starter Checklist” before the start of each market day.

#### **41. 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

#### **42. 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.

#### **43. Non-Smoking-Alcoholic Beverages**

The FMIC shall be maintained as a non- smoking public event. The consumption of alcoholic beverages at the market will be allowed for special events. NLC Permits and approvals must be secured and approved by the Market Manager in advance.

#### **44. Farm Products Resale**

Limited amounts of resale are permitted. Farm vendors may use up to 75% 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.

#### **45. 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.

#### **46. 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.

#### **47. Provincial Standards**

Agricultural Producers shall adhere to all provincial environmental standards.

#### **48. 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.

#### **49. Declaration of Organic**

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

#### **50. 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.

## **51. Standalone Products**

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

## **52. Prepared Foods**

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

## **53. Prepared Foods Safety**

Prepared food vendors must be inspected and must follow all relevant food safety legislation and guidelines.

## **54. 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.
- e) 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.

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

g) “ 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.

h). 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.

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

j) 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 a goods for sale on a vendors table. Commercially printed reproductions that are signed and numbered, as “Art Prints” 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).

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

l) 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.

m). 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 originally knitted goods that fall under the category of “Fan Art” are permitted (see above).

## **55. Pets**

Pets are not allowed in building at any time unless they are part of the sale POS but must be leashed as required by our Provincial Food Service license. Pets visiting the FMIC must be kept on a leash.

## **56. Complaints - Policies and Procedures**

Disagreements and conflicts between vendors or vendors and staff, while rare, can occur. Should you wish to register a complaint this is the procedure to follow.

### **A. Complaints involving other vendors**

The resolution procedure for complaints involving other vendors is as follows:

1. Vendors shall be encouraged to resolve conflicts amongst themselves first, in a spirit of collaboration.
2. If vendors cannot resolve the issue amongst themselves, the Market/Vendor Manager shall hear the complaint and record it in an email to both the complainant and the subject of the complaint, as well as to the Executive Director.
3. Should the issue continue, the Market Manager, one or both vendors may request a formal resolution process.

This process has several steps:

- A meeting between the complainant and both the Market Manager and Board Director.
- A meeting between the Market Manager, the Board Director, and the subject of the complaint to outline the issue and clarify the details.
- The Board Director shall present the results of this process at the next meeting of the Board of Directors, who shall render a decision and communicate it in writing to all parties involved. If the Market Manager or Executive Director determines that a vendor is failing to adhere to the policies of the Farmers' Market the following will take place:

1st offense – verbal warning

2nd offense – written warning

3rd offense – expulsion from the market for that day

4th offense – expulsion from the market for no less than three months

The Market Manager or Executive Director can override this process in the case of aggressive or extremely disruptive behaviour.

Appeals may be made to the Chair of the Board of Directors in writing clearly describing the situation causing the expulsion. The Chair will acknowledge receipt of the appeal and recommend within 14 days a course of action for dealing with the complaint.

## **B. Complaints Involving Employees / Children of Vendors**

Any conflict involving an employee or child of a vendor will be considered to be a conflict involving the vendor

## **C. Complaints Against the Farm and Market or Employees of the Farm and Market**

Any conflict or complaint regarding the affairs of the Co-operative or its employees shall be provided in writing to the Board of Directors.

Complaints must be signed by the Complainant and be specific as to the issue involved. Any such complaint shall be addressed at the next meeting of the Board; complainants will be encouraged to attend this meeting and to bring an outside observer to the discussion.

## **57) Special Events Policy Farm and Market In Clarenville (FMIC) Policy**

This policy has been established to ensure the Farm and Market in Clarenville has a consistent, fair and inclusive rules and regulations for the rental of the FMIC facilities by third parties for special events.

The special events policy will be subject to the noise/occupancy/health and safety and liquor regulations of the Town of Clarenville and Province of NL. Any catering supplier will need to provide a liquor and foodservice license to the FMIC in advance of the event to serve food and alcoholic beverages.

The manager of the Farm and Market will be the decision maker and manager for the rental of the property for Special Events. The rental scope will be for the main building and

grounds but not for any of the ancillary buildings. The FMIC will be required to take out liability and contents insurance for the rental of property by 3<sup>rd</sup>. parties.

Bookings must be made at least 2 weeks in advance of the rental. The facility will be available for rent during the April to New Years Day. For special events outside of these dates then the board of directors of the FMIC must make the decision.

The outside performance stage and outside grounds can only be used for an event until 10:00 PM and then all persons involved in the event must be serviced and assembled inside the main building structure. At no time during the special event will a noise-making device be setup outside the main building.

At any time when a loudspeaker or noise-making device is in operation, all windows and doors will be closed and the music system will be at or below 80 decibels. Also the music system will be placed in such a way that the speakers are directed to the TCH side of the building.

The hours of operation for a special event will be between 10:00 AM until 11:00 PM. After 11:00 PM bar service and music will stop. All patrons must exit the Facility by 12:00 midnight and will not be permitted to gather or socialize in the main parking area.

For events lasting more than 3 hours the renter of the event will be responsible for paying for a full time security guard that will be located at the main entrance of the main building. The responsibilities of the guard will be to ensure that no one exits the building with alcoholic beverages, that smoking is only permitted in the designated smoking area, that people



leave the facility at the designated time and ensures that no drunk or disorderly behavior is present. Any lewd or rowdy behavior will not be tolerated and will mean the immediate shut down of the event.

The designated smoking area will be located identified by FMIC staff and relayed to renter. Cigarette ashtrays will be provided by the FMIC.

For every hundred patrons the renter will be responsible for paying for the installation and removal of a portable washroom that will be located over by the concrete blocks that borders on the TCH.

For the main building, the existing tables and chairs and sound system will be part of the rental. The staff at the FMIC will be responsible for set-up and breakdown of the basic layout of the tables and chairs and ensuring the site is clean of garbage before the event begins.

The renter will be responsible for the decoration and costs for any extra equipment or use of special services.

Third party catering will be possible at the event however, the caterer will be responsible for supplying their food license and if applicable a liquor license to the Farm and Market manager at least 1 day in advance of the event. At the end of the event the 3<sup>rd</sup>. party caterers will be responsible for cleaning up the venue and ensuring that garbage is disposed of in the dump bins provided by the FMIC.

The main building and performance stage will be for rent at a cost of:

- a) \$350 for non-profit event of 8 hours;

- b) \$600 for-profit event of 8 hours;
- c) \$100 for every hour over 8 hours
- d) \$200 for cleaning by 3rd parties on all events
- e) \$250 for refundable damage deposit will be required on all reservations.
- f) \$25 / for 3 hours for strategic partners who supply own labor and equipment. Strategic Partners include:
  - Ability Employment Corporation;
  - Clarendville Inn;
  - College of North Atlantic;
  - Town of Clarendville;
  - Three-Mile Ridge Farm;
  - Certain Non-Profits as approved by FMIC BOD.
- g) Title Sponsors (donations of \$5,000 or more) will be able to use the facilities at no charge but are expected to handle all cleaning and staffing costs.

These revenues will be used to pay for the labor, electricity, depreciation of the assets and garbage removal costs.

The Farm and Market in Clarendville will have at least 1 person on-site for the events that last more than 3 hours or the guest account is greater than 50 people.