



## Antigonish Farmers' Market Association 2019 - Rules & Regulations

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### MANDATE

The Antigonish Farmers' Market is a non-profit organization whose mandate is to support local growers and producers by providing a low risk venue that will help promote their products and give exposure for their business. The Antigonish Farmers Market is committed to an agriculturally based market and supports other like-minded non-profit organizations.

### OBJECTIVES OF THE MARKET

- To enable local farmers and producers to sell their products directly to consumers
- To give consumers the opportunity to buy fresh quality products
- To encourage increased production of quality products for local consumption
- To foster a unique, ongoing community event
- To help increase public awareness of the rural, farm experience

All vendors participating in the Antigonish Farmers' Market must adhere to the following Rules and Regulations and the Nova Scotia Department of Agriculture's Guidelines for Public Markets.

### Definitions:

AFMA – Antigonish Farmers' Market Association

**Member Vendors** - A member vendor of the Antigonish Farmers' Market, must be 18 years of age and support the objectives of the Market in accordance to the official Rules and Regulations; has paid an annual membership fee of \$60 (GST included) and who regularly attends meetings. (Note: One membership payment equals one vote)  
Voting members are granted extra benefits including reduced table fees and are assigned regular vending space for the season, if space permits.

Non-Voting Associate Members - After attending the Market for 5 weeks, a vendor will be given the option to pay the \$60 (GST included) membership fee, in exchange for having their table fees reduced to those of regular members. After attending 60 markets, an associate member may become a voting member, (with the rights of voting, making nominations,

submitting resolutions, and being eligible for Board membership), providing they have maintained attendance at a minimum of 20 weeks per year. Associate members would have table placement over casual vendors.

Casual Vendors — a primary or second producer who attends on a week- to- week basis and is assigned a space based on availability at the Market and in accordance with whether or not there is an opening in their product category.

Seasonal Agricultural Producers – because of the nature of what seasonal Agricultural Producers produce, they may apply for membership in the Antigonish Farmers’ Market after having attended 30 markets including 10 consecutive markets in each of the two preceding years to qualify for membership.

Vendors of the Antigonish Farmer’s Market must be primary or secondary producers

Primary Producer: A producer that grows, raises or forages the raw product for sale in its unprocessed or processed form: (for example: honey, vegetables (pickles), fruit (jams and jellies), flowers, plants and trees

Secondary Producer: A producer that purchases raw materials for local manufacture into secondary products made from 'scratch' (for example, baking, pickles, preserves, woodworking, jewelry, etc.)

## **1. Location, Hours & Season of Operation**

### 1.1 MARKET SEASON:

**Dates:** May 4<sup>th</sup> to and including December 21<sup>nd</sup> 2019

**Day & Time:** every Saturday from 8:30 AM to 1 pm

**Location:** James St. on the Exhibition Grounds, in the 4-H Barn

### 1.3 **Wednesday Market** – to be announced

### 1.2 MARKET IN THE PARK

**Location:** August 31<sup>st</sup>, 2019: Chisholm Park –by the Gazebo

## **2. Membership**

Membership is not valid until the membership fee is paid in full and a receipt is issued for membership fees. Membership fees are \$60.00 /year. (GST included) Membership fees are payable prior to or at the Annual General Meeting. Membership fees are non-refundable and are not transferable to other Marker vendors. Submission of the membership fee does not automatically constitute acceptance. Should said application not be accepted, the membership fee will be refunded. The membership year will be May 1 – December 31.

Hardship Clause – in the event a vendor is unable to attend the number of weeks required to fulfill his/her membership due to hardship – the member be able to maintain their membership until the following new market year. The Board would look at this on a case by case basis.

## 2.1 Membership Benefits:

- Guaranteed same spot each week.
- Eligible to contribute to the direction of the Market through nomination and election to the Board of Directors, committees/projects, and able to vote at all meetings.
- Weekly table fees at a reduced rate.
- By request, first refusal for any new available space, depending on years of seniority
- Profile of Business on the Antigonish Farmers 'Market web site. [www.antigonishfarmersmarket.ca](http://www.antigonishfarmersmarket.ca)
- Option of purchasing AFMA promotional products at reduced price
- Access to professional Management Training Programs through the FMNS

## 2.2 Cessation of Membership

Membership will cease when

- A member gives notice to the Manager
- A member fails to subscribe to the objectives and rules and regulations of the Market and/or to satisfy the criteria for membership.
- A vendor, who engages in a way that is detrimental to the positive ambience of the market environment or is in conflict with the objectives and policies of the Antigonish Farmers' Market, will have their membership withdrawn. Confidential, written notice from the Market Board will be delivered in the event that membership is being withdrawn.

## 2.3 Membership Meetings

2.3.1 Annual General Meeting: The Annual General Meeting will be held the 3<sup>rd</sup> Wednesday of March after every fiscal year end.

Written notice shall be given to each member by post, email, or hand delivery at least 14 days prior to these meetings.

2.3.2 New Season Meeting: The New Season Meeting shall be held in conjunction with the Annual General Meeting.

2.3.3 Special Meetings: In order to call a Special Meeting, 25% of the membership must sign the request and a written notice of the intent of the meeting must be forwarded to the Board of Directors no later than 14 days prior to date of the meeting. (please see the Market Manager for

assistance in calling a Special Meeting. As soliciting is prohibited at the Market, Chimp Mail will be used to accommodate this request)

## 2.4. Responsibilities of Market Members

All members will:

- Ensure they are aware, and prepared to uphold, through the nature of their business and the way they conduct themselves on site, the objectives, bylaws and rules and regulations of the operation of the Market. Encouraged to attend Market meetings regularly.
- Offer feedback for positive change through the Market Operations Review Committee
- Participate in some aspect of the Market's operations, according to skills, interests, availability of time, by volunteering for special events or tasks, participating on committees.

### 2.4.1 Committees

- Nominating Committee – The purpose of the Nominating Committee is to oversee the nominations for all offices of the AFMA and to conduct all elections.
- Resolution Committee – The purpose of the Resolution Committee is to prepare resolutions for consideration at the Annual General Meeting and to prepare any special resolutions to be considered at meetings other than the AGM.
- Market Operations Review Committees - The Market Operations Review Committee provides vendor perspective on issues and programs relating to vendor activities and Market operations and may collect Vendor Satisfaction Surveys.
- Building Committee - The purpose of the building committee is to explore all things related to building a new Farmer's Market Building

## 3. New Vendors

Initial contact with the Market Manager may be made by email: [manager@antigonishfarmersmarket.ca](mailto:manager@antigonishfarmersmarket.ca) , by phone (902-867-7479) Facebook message, website or in person at the market.

- 3.1 Please complete the online application or print copy from market website. By signing said document you agree to have read and understood the Rules &

- Regulations and ensured that you can comply. Please send images/photos of your product so we can determine if your product fits into the market.
- 3.2 You will be contacted by the market manager a minimum of 5 days prior to a space becoming available in your category.
  - 3.3 Please include any questions you may have on the space provided on application or on a separate paper.
  - 3.4 Food and produce vendors are given priority

#### **4. Vendors & Products – 25% Rule**

- 4.1 75% of all wares on a table must be homemade or grown, by you, the vendor. The remaining 25% of the wares may be other products that relate to or complement the items you are already selling and must not be flea market, dollar store, or used items and cannot be the same material and design as what is already sold by a vendor at the market. This product shall not exceed 25% of the total displayed merchandise. To determine whether particular items are acceptable, please see the Market Manager, and/or the Board for approval.
- 4.2 All vendors are required to provide clear information about the origin of all products they sell, that is not produced by the vendor representing the product. Products that are not produced by the vendor must have a sign stating where it was produced, must be legible and displayed with the product(s) in plain view of the customer.
- 4.3 Vendors may be asked to donate items for the monthly Customer Appreciation Draw
- 4.4 All vendors are expected to follow all federal, provincial and municipal laws that are applicable to the operation of that vendors' business and the vending of all goods produced by that vendor.
- 4.5 EXCEPTIONS TO 75%-25% RULE

##### 4.5.1 Vegetable and Fruit growers

The executive of the AFMA recognizes that there are times in the growing season when fresh fruits and vegetables are not available locally. During these times of irregular supply, member growers only are allowed to secure up to 50% produce from outside the immediate local area to meet the demand of the market. Growers are allowed to bring in and resell nonmember produce and must follow the following rules.

Product must be specifically approved by the market manager to ensure that the product fills a gap in the offerings being made at the market and by filling out the appropriate form "Revised Product Application Form"

- Vendors will be required to display signage each market day indicating the source/origin of each product not of their own production.

- Must not be the same item, and/or in some cases the same variety, as in the case of apples, being sold by a member grower and is subject to approval by the manager and /or the board. We want to encourage a safe secure venue for members that are primary producers to sell their goods but those members must also ensure that they have sufficient produce to meet the demands of the market.
- Must adhere to the criteria set out for securing produce from nonmember producers.
- The market manager and a member of the Board may conduct a visit to the vendor's farm or site to ensure that product being sold comply with AFMA policies. Vendors will be given 48 hours' notice prior to visit.

#### 4.5.2 Fish Traders

Because Fishermen are often out fishing when the market takes place, it is not a feasible option for the Fishermen to be at our market. Therefore, the market will allow fish traders to sell fish that is caught or produced in or around Nova Scotia and its waters

#### 4.5.3 Alcoholic Beverage Vendors:

We accept company representatives as the vendor to Alcoholic Beverages that are produced in Nova Scotia. Preference is will be given to companies that source their ingredients from local producers. Vendor is responsible for any licenses; permits required and must conform to all Municipal, Provincial, and Federal regulations that pertain to the sale of alcoholic beverages.

#### 4.5.4 Commercial Food Establishments:

- Existing commercial restaurants, cafés, bistros, lunch counters and commercial bakeries will not be permitted as market vendors unless it is family run and owner operated
- It is the policy of the market to promote local foods – and by special permission of the board, individual cooks and chefs may be permitted to sell locally prepared foods at the market.
- Preference is given to cooks/chefs that source their ingredients from local producers.

#### 4.5.5 Arts and Crafts

The Market welcomes a limited number of local artisans and crafters.

## 5. Competition & Copyright

It is important for the reputation of the market that there be a variety of goods on offer. It is important that vendors should feel secure in developing new and innovative products without fear of having them copied and thus losing sales. It is bad form for vendors to copy the styles, packaging or product lines of another vendor. The Market

Manager may require a vendor to cease selling goods that have obviously been copied in style, design or execution from another vendor.

## **6. Food Vendor Health and Safety**

- 6.1 Prepared items must be produced by the vendor from *basic ingredient*. Ingredients should be sourced locally and from the market whenever possible.
- 6.2 All vendors **are expected to follow any and all federal, provincial, and municipal laws that are applicable to the operation of that vendors' business and the vending of all goods produced by that vendor.**
- 6.3 All vendors selling food products must follow Health Department regulations at all times. A copy of the Health Regulations may be obtained from the Market Manager, or for further inquiries you may contact Food Safety Specialist, NS Dept. of Agriculture, Kyle Lambert (Port Hawksberry) 902-631-0854  
<http://novascotia.ca/agri/documents/foodsafety/publicmarketguide.pdf>
- 6.4. It is mandatory that all food handlers/producers who sell at the Market will be required to have taken a Food Handler's Safety Course  
Please attach a copy of your certificate to your application form.
- 6.5. Please realize that just one incidence of compromised food safety could have a devastating effect on all vendors, the Antigonish Farmer's Market, and the Farmer's Markets movement as a whole.
- 6.6. A representative from Environmental Health and Food Safety Division may attend the Market periodically to inspect items being sold, either by request or unannounced. It is up to each vendor to ensure he/she is complying with all regulations.
- 6.7. Customer complaints received by the market manager will be forwarded to the vendor and kept on file. Ongoing complaints may result in disciplinary action, including removal from the Market
- 6.8. Food and beverage vendors must provide to the public a covered garbage receptacle accessible through the lid; placed in such a way so as not to obstruct public walkways, but easily accessible to the public. Vendors must empty their garbage, tie the bag and place it in the outdoor garbage bin at the end of each market.

## **7. Cosmetic Vendors Health and Safety**

Those selling bath/body products, must have their products registered and approved by Health Canada. If a product is not registered, a vendor may be found in violation and may forfeit their space.

## **8. Signage**

- 8.1 All vendors are to have a sign with your individual name / business and location clearly displayed for the customer
- 8.2 Peddlers are not permitted.  
*Peddlers are defined as persons who are reselling goods that they have not produced themselves, but rather have purchased (this can also be referred to as direct sale vending). Examples would be Epicure, Everyday Styles, Tupperware, Avon, Scentsy*

## **9. Balance of Products at Market**

The Market manager and/or Board of Directors reserve the right to limit any products to maintain a balance of products at the Market.

## **10. Booking Vending Spaces**

- 10.1 Every vendor is required to fill out a detailed vending application and submit it to the Market Manager 2 (two) weeks prior to their first market. If it is for a membership, it must include the membership fee of \$60.00. If necessary, the board will review the application.
- 10.2 Vendors with seniority will receive their preferred space from the previous year. Member vendors who choose to vend outside and choose to move indoors during the colder weather, will have the option of choosing a particular spot, either outdoors or indoors and will be guaranteed that spot, but not both. New vendors will have a vending space allocated to them at the beginning of the Market season. The manager will notify last year's vendors and any new vendors of the meeting each year to designate vending spaces. The management / Board of Directors reserve the right to allocate any available space it deems fit for produce and food vending.
- 10.3 It is the responsibility of the member to keep his/her contact information current, in order to be notified of events that are held. Email will be the preferred method of contact.
- 10.4 Vendors must notify the Market Manager as early as possible if they need to cancel their table but no later than the end of the business day (5 pm) Tuesday. If no notice is given, you will be required to pay for the missed week. You will not



be eligible for a table until the missed week is paid for. This applies to everyone, including those with seniority and those who have a permanent spot for the entire season.

*\*Exceptions will only be made in situations of emergencies, which will be at the discretion of the Market Manager and/or AFMA Board of Directors.*

- 10.5 Vendors that arrive without a vending space booked must wait until at least **8:25 am.** to setup and this will strictly depend upon table availability and at the discretion of the Market Manager.
- 10.6 Extra tables must be paid for unless there is a shortage of vendors, in which case the vendor may move onto the adjacent table for free of charge upon the approval of the Market Manager. In the case of a table between two vendors wanting the same table, it is up to the discretion of the Manager to allot the additional table.

## **11. Vending**

- 11.1 A vending space of a maximum of 8 ft wide is provided to each vendor along the wall and includes a table and chair. Displays must not extend into the walkways more than 8 ft from the walls.
- 11.2 A vending space of a maximum of 7 ft wide is provided to each vendor in the center and includes a table and chair. Displays must not extend into the walkways.
- 11.3 Vendors must ensure their area is free of obstacles to ensure customer safety. Any customer-accessible floor coverings in a vendor's space must be taped to the floor on the edges, to prevent tripping, and should not extend into the aisle.
- 11.4 Electricity - No electrical cords can be taped to the floor. If electricity is used in the inside tables, it must be run from the ceiling. Vendors must see the Market Manager to arrange this option.
- 11.5 Vendors must clean up their vending space after each market. This includes picking up any garbage from your operation around your table(s) and making sure that the tabletops are clean. Please place chairs on top of tables for ease of cleaning.

Brooms and dustpans are located by the Kitchen, (side door) at the front of the barn and by the electrical panel (by Men's washroom) at the back of the barn. If for any reason, you use someone else's table(s) when setting up or closing your display, please make sure that you do not leave any remnants of your display on or around their table(s).

- 11.6 Setup - All vendors must be at the Market by **8:00 am.** The barn is open at 6:30 am for unloading and setup. If you are not at the market to set up by 8:15 am and

without notifying the Manager of being late, your table will be given away that week. This is to ensure all tables can be filled and everyone is ready to sell at 8:30 am. Exceptions to this will be at the discretion of the Market Manager and/or AFMA Board of Directors.

A fine of half the table fee will be imposed on vendors who are not set up by 8:30, payable that day.

- 11.7 All vendors are required to use a tablecloth to cover their table. If forgotten, a tablecloth can be obtained from the Market Manager.
- 11.8 All vendors are expected to adhere to opening and closing hours. (8:30 am – 1 pm) and should attempt to bring an appropriate amount of product. Please inform the market manager on market day if you have to leave the market early. Vendors not complying will be given an initial verbal warning; further infractions will result in written warnings. Exceptions are made to those who are sold out of their product. Please notify market manager and place a sign on your table to that regard Signs can be obtained from the Market Manager or you may use your own sold out sign.
- 11.9 Do not switch tables with anyone unless the Market Manager has approved of and been notified of the change. Members cannot sublet their tables to another vendor.
- 11.10 Vendors are permitted to leave their booth and display materials within the market facility from week to week but do so at their own risk. For their own protection, all vendors should carry sufficient liability insurance as the AFMA is in no way responsible for any Vendors product liability. Since the building is accessed by other people and groups during the week, be aware that the AFMA encourages all wares be removed from vendor’s spaces to prevent tampering or theft.

**12. Table Vending Fees** (includes GST - #89788 0522 RT0001)

12.1	<b>Vendor</b>	<b>MEMBER VENDOR</b>	<b>CASUAL VENDOR</b>
	<b>WALL</b>	\$30.00	\$35.00
	<b>CENTER</b>	\$25.00	\$30.00
	<b>OUTSIDE</b>	\$25.00	\$30.00

- 12.2 All vendors must pay the vending fee in full on the day of the market
- 12.3 Receipts for vending fees are issued only to those vendors requiring receipts. (Please check your application form.) All vendors will receive their receipts at the end of the year, unless other arrangements have been made with Market Manager.

- 12.4 Vendors using an electrical outlet for a light will pay an extra \$2/wk.  
Vendors using an electrical outlet for cooking will pay an extra \$3/wk.  
Vendors using an electrical outlet for a fridge /freezer /hot water will pay an extra \$5/wk.  
Vendors using a cluster of 3- 4 appliances will pay an extra \$10/wk.
- 12.5 Electrical cooking appliances are **not** allowed to be left plugged in during the week.
- 12.6 Fridges and freezers may be left plugged in at an extra cost of \$5.00 per week

### **13. Parking**

- 13.1 Vendors can unload their wares through the front, back and side doors of the 4-H building between the hours of **6:30 am – 8:00 am**. Vendors must move their vehicles away from the south (front) and west sides of the building after unloading. Signs are posted. If arriving after 8:15 am you must unload at the back door only
- 13.2 Vendors are asked not to park along the building on the east side but to park in the designated vendor parking area beside the craft building after unloading their wares. Signs are posted. The parking spaces located on the east and west sides of the building are intended for customers parking only.
- 13.3 Two parking spaces on the west side of the building, by the side door, are designated as “Handicap Parking Only.” Signs are posted.
- 13.4 There are spaces allotted for vendors who want to sell from the back of their vehicles on the West and East sides of the front doors.
- 13.5 No Customer parking permitted in front of building. This space is reserved to form a courtyard for vendors and customers.
- 13.6 Special consideration is given to vendors that are disabled and cannot safely or comfortably walk from the vendor parking area to the barn. This is at the discretion of the market manager unless the vendor has a handicapped parking permit

### **14. FMNS “Serving Communities” Table**

- 14.1 The purpose of this table is to allow local organizations, with public messaging, access to our customers and vendors to communicate their organization’s message. Preference is given to organizations that promote healthy food, nutrition, local economic development, the environment, and animal welfare.

In return, we would ask that they promote the Farmers' Markets to their members. One table will be available free of charge each week to a community-based group. This space is assigned by the Manager.

- 14.2** If a group is conducting a fund-raising activity, the activity must adhere to the AFMA "Rules and Regulations"
- 14.3** Each nonprofit group may book a maximum of 3 (three) times throughout the market season. The Community Table is booked on a first come, first served basis.
- 14.4** An additional table will be available to promote local Agriculture. This table will be available, but not limited, to the Dept of Agriculture, Federation of Agriculture, and 4-H groups to promote their Agricultural programs and initiatives.

## **15. Kitchen Facilities**

- 15.1** The kitchen vending space is allocated based on the previous year's use. If the vendor from the previous year would like to remain in the kitchen space, they may do so. If that vendor is not interested, the kitchen area will become available to a new vendor. Consideration will be given to member vendors first.
- 15.2** Kitchen vendors must meet standards determined by Dept. of Health and the AFMA. Kitchen vendor/vendors must keep the kitchen spotless, and the floor mopped weekly.
- 15.3** The Kitchen vendor will pay \$75.00 (which includes the GST) per market including power usage and appliances.
- 15.4** The kitchen vendor is required to use and promote vendor products in their market menu, whenever possible.
- 15.5** The kitchen vendor is required to have the kitchen open for business every Market day.
- 15.6** All electrical appliances, except for the stove, must be unplugged after the market and left unplugged until next market. This includes the hot water heater
- 15.7** No perishables are to be left in the kitchen throughout the week.
- 15.8** The AFMA has the right to dismiss a kitchen vendor if these standards are not met.
- 15.9** The kitchen may be rented during the week on a first come, first served basis. The vendor that is operating the kitchen on Saturday morning has the right of first refusal in regards to the scheduling of kitchen time during the week.

## **16. General**

- 16.1** The Market may pass out notices and memos during the season. It is up to all vendors to read and comply with requests or concerns in these notices. Any vendor who starts later in the season or who misses a week(s) must check with the Manager for information updates they may have missed. Newsletters will be posted on the AFMA website and passed out at the Market. Vendors must also keep contact information current with the Manager.
- 16.2** The Farmers' Market Board of Directors, reserve the right to refuse any member/vendor who does not comply with all of the Market rules and by-laws on a regular basis. Furthermore, N.S. Agriculture and Marketing (Food and Safety) may exercise its right to terminate a vendor's operation if their regulations are not being followed.
- 16.3** Anyone wishing to use AFM data/ financial figures for studies etc. should present the board with a written proposal, stating the purpose and proposed outcome of the study.
- 16.4** Unauthorized solicitations are not tolerated inside or outside the Market, including the parking lots and Market access points. The market manager reserves the right to forbid the sale of any commodity and the distribution of literature, political or religious material, or any article deemed not to be in the best interest of the market. Petitioning and soliciting are strictly prohibited.
- 16.5** No animals or pets are permitted in the Market, other than helper and guide dogs or animals for those otherwise disabled.

## **17. DISMISSAL OF A VENDOR**

AFMA has the right to dismiss a vendor if the above standards are not met on a regular basis. Violations of any of the above-mentioned rules will be subject to the following procedure: 1<sup>st</sup>. Offence: a warning from the Market Manager. 2<sup>nd</sup>. Offence: a second written warning from the Market Manager and Board member and 3<sup>rd</sup> Offence: exclusion from the AFMA. **\*\*Under extreme circumstances, the Board of Directors reserves the right to meet and immediately expel a vendor.**

**Exceptions to the above rules can always be made on compassionate or common-sense grounds.**

When changes to these policies must be made urgently between meetings, the Board has the power to make those changes subject to approval by the members at the next general meeting.

## **Disclaimer:**

Although the Antigonish Farmers' Market Association does carry liability insurance, the Association does not assume responsibility for loss or damage to the stall area, product, vehicle and any other property of the Market vendor. The vendor accepts all reasonable risks associated with the use of the Market stall and will exercise sound loss prevention measures at all times. The vendor shall not make claim or take any legal action against the Antigonish Farmers' Market Association or its representatives for any loss, damage or injury caused to the vendor, agents and/or property, including vehicles.

The Antigonish Farmers' Market Association strongly recommends that each vendor obtain their own general liability and product liability insurance.