



**Bayfield Farmers' Market Association
Vendor's Handbook of Rules & Regulations**

2016 Market Season

Bayfield Farmers' Market Association

Vendor's handbook of Rules & Regulations

PURPOSE

1. The purpose of the Vendor's Handbook is to describe the organization and administration of the Bayfield Farmers' Market and to detail the rules and regulations to be followed by the Board of Directors, vendors and staff of the market. The Market Coordinator or Board of Directors shall deal with any issue not covered in this handbook.

ORGANIZATION

2. **Bayfield Farmers' Market Association (BFM).** The name of the organization is the Bayfield Farmers' Market Association. The mission of the Bayfield Farmers' Market Association is to maintain a Farmers' Market for the purpose of marketing local farm, agriculture and craft products and to improve production of, stimulate interest in and increase consumption of local products. The Bayfield Farmers' Market is therefore open strictly to local and bona fide producer-vendors that have been approved by the BFM Board of Directors. All vendors must be members of the Bayfield Farmers' Market Association.
3. **Governance.** For the 2015 and 2016 season, the Bayfield Farmers' Market Association is governed by a Steering Committee (for term of Trillium Grant) made up of representatives of the following stakeholder groups: The Municipality of Bluewater, Bayfield and Area Chamber of Commerce (BACC), Bayfield Optimists, Bayfield Lions, Farmer members and the community at large. The Board consists of a President, Treasurer/Secretary, Vice All and Directors-at-Large. See Appendix A for a list of current Steering Committee members. Steering Committee meetings will be held regularly in Bayfield on a day/place to be determined by current board members. Governance will shift to a Board of Directors following the term of the Trillium Grant (2015-2016). This Board will include appointed members from the Municipality of Bluewater, BACC, Bayfield Optimists, Bayfield Lions, community representative and elected representatives from BFM members.
4. **Management.** The Bayfield Farmers' Market is managed and operated by a Market Coordinator, contracted and directed by the Board.

MARKET LOCATION AND SEASON

5. **Location.** The 2016 Bayfield Farmers' Market is located on Clan Gregor Square, near the main shopping district in Bayfield. Vendors, visitors and regular customers will respect the natural heritage of the park and not alter the space in any way.
6. **Dates and Hours of Operation.** The 2016 season consists of 21 market days:
 - Regular season Friday from May 20 to October 7 from 3-7 pm

ELIGIBILITY FOR MEMBERSHIP

7. **Eligibility.** The vendor is defined as the applicant or the applicant's spouse, sibling, child, parent or domestic partner, who assists substantially in the cultivation of the crops or in the production of the agricultural, baking or craft product.

The sale of items grown or produced by anyone other than the vendor, as defined above, is only permitted by special provision. These items shall not exceed 25% of a vendor's weekly display. Such items must be approved by the Board in advance of selling at the market and cannot be in competition with items for sale by other market vendors. These items will be identified as to their originating producer.

8. **Residency.** Applicants must be residents of Ontario and grow or produce the goods within a 75 km radius of the Village of Bayfield. Applicants outside of the 75 km radius may be approved as vendors at the discretion of the Board.
9. **Vendor Status.** There are two types of vendor status at the market.
 - a) Daily vendors attend the market on a day-by-day basis
 - b) Season vendors attend the market full-time for the entire market season May to October.

PRODUCT CATEGORIES

10. **Agriculture.** Products include, but are not limited to: fruit and vegetables, plants, shrubs, trees, flowers, honey, maple syrup, preserves, sauce, vinegar, meat, fish, poultry (quota) and eggs (graded), soap, dried soup and other mixes, soils (black muck), manure, firewood, fleece, wool, fence posts, animal feed, grains, etc.
11. **Baking.** Products include, but are not limited to: breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, etc.

12. **Ready to Eat Products.** Vendors may offer ready to eat foods if they utilize local foods from other BFM members or other local producers. Anyone offering ready to eat foods for sale at the farmers' market must maintain proper standards for preparation, storage and service as outlined by Ministry of Health guidelines. Vendor must provide own hand wash facilities and refuse containers.
13. **Arts and Crafts.** Arts and Crafts must be hand made by the vendor using his/her own skill, artistry and training to produce a new, unique and original product. Arts and Crafts vendors will be limited to 1 for every 4 food vendors. Arts and Crafts will be juried by the Board to determine best use of Arts and Crafts spaces. Arts and Crafts vendors may be rotated in and out of the market to provide best mix of products. The following factors will be closely assessed:
- Craftsmanship and quality
 - Creativity and originality of concept
 - Availability of product within this region
 - Value added to original or natural materials in the finished product
 - Reasonable and fair pricing.

APPLICATION AND SELECTION PROCESS

14. **Vendor Agreement.** All applicants for membership must complete a "Vendor Agreement" form. This agreement is made annually between the Bayfield Farmers' Market Association and the producer/vendor, who agree to enter into a contract for their mutual benefit and to set out the terms and conditions of their agreement, as detailed in this handbook. The purpose of the Vendor Agreement procedure is to maintain a high quality, producer-based market; to provide a variety of products; to ensure fairness to all vendors and to ensure vendors abide by the rules of the market. The agreement also lists all the products approved by the Board for sale at the market.
15. **Review and Jurying.** The Board will review the completed Vendor Agreements. All products to be offered for sale must be juried by the Board to ensure they are indeed produced by the applicant, are produced within the 75 km radius, are of high quality and are compatible with the other products sold at the market. For returning members with new products and new members, samples must be presented well before market day no jurying will take place during the market.
16. **Approval.** The Board will recommend acceptance or rejection of each Vendor Agreement and each product to be offered for sale, based on a majority vote. The Bayfield Farmers' Market Association reserves the right to refuse the acceptance of an applicant or product that is not in keeping with the rules, regulations or standards of the

Bayfield Farmers' Market Association. Applicants may ask the Board to reconsider decisions made on their admission or products.

17. **New Products.** If, after approval of original product lists, vendors wish to sell items which fall into a different product category or which represent a major departure from the product(s) originally juried, the items must be juried and approved before they can be offered for sale. The original application will be amended as required.

BOOTH / STALL ALLOCATION

18. **Stall Fees.** Stall fees are determined annually by the Board of Directors and are listed in the vendor packages distributed before the beginning of the market season. A stall is the equivalent of the width of a parking space (see #22 below). Vendors paying a seasonal stall fee will have the same location reserved until 2:45 pm each Friday. A vendor may rent up to but no more than 2 stalls. A stall will be available each week for a non-profit community group. This stall will be available free of charge. The group must be an association member of the Bayfield Farmers' Market Association.

19. **Space Allocation and Location.** For the regular season, stall spaces are allocated in the following priority:

- a) Returning full season vendors have the right of first refusal on their previous year's location (not applicable Season 1)
- b) Full season vendors; those who have seasonal fees paid receive first priority
- c) Daily agriculture, baking or food concession vendors
- d) Daily craft vendors

20. **Sharing.** Two vendors may share a stall provided that they meet the following criteria:

- Both must hold individual memberships
- Products of both must be displayed at all times
- Their products are deemed compatible
- Both vendors must attend full-time

21. **Sub-letting.** Vendors may not sell, sublet or rent stall space to other vendors unless approved by the BFM association board.

FEES

22. **Membership Fee.** The annual non-refundable membership fee is \$20.

23. **Stall Fees.** Fees are based on vendor status and size of the stall.

- Daily. Payable each day of the market on arrival.

- Season. Full season fees are discounted from daily fees and payable in advance.

Stall Size	Price	
10 x 10	Daily - \$17.50	Season - \$330.00
10 x 10 with Hydro* Access	Daily \$20.00	Season \$385.00
2 nd Stall	Daily \$12.50	Season \$220.00

*Hydro costs subject to change during the season due to actual cost of hydro.

24. **Refund Policy.** Membership and daily stall fees are non-refundable. Season fees may be refundable, for valid reasons, on approval of the Board of Directors. Refunds will be prop rated according to the market days remaining. A \$25 administration fee is applicable.

VENDOR RESPONSIBILITIES

25. **Compliance.** Vendors must comply with the following; failure to do so may be grounds for termination of the Vendor Agreement and Membership:

- The Bayfield Farmers' Market Association Rules and Regulations as outlined herewith.
- Municipal, Provincial and Federal Regulations regarding labelling, measures, safe food handling, health and safety, etc. for all products offered for sale at the Market. Compliance is the responsibility of the individual vendor and not the Bayfield Farmers' Market Association.

The Board reserves the right to appoint members to visit a farm or workshop, etc. to verify compliance.

26. **Payment of Fees.** All applicable fees must be paid on Market Day prior to stall setup.

27. **Booth Sitters.** Vendors and/or their qualified and knowledgeable staff are expected to attend the market in person to sell their own products. Occasional use of booth sitters is permitted and vendors are encouraged to arrange a sitter rather than not opening the stall for the day. Vendor to notify the Market Coordinator by phone call or in person (Notification on market day is acceptable.)

28. **Season Vendor Attendance.** Full season vendors are expected to attend the market full time. Those who are absent three (3) times will be required to explain to the Board of Directors why their Season Vendor status should not be changed to Daily Vendor.

29. **Punctuality.** Late arrivals and early departures disrupt the market and can be a safety issue. Vendors who arrive late or leave early will be warned by the Market Coordinator

and, if late or depart early six (6) times, risk termination of their Vendor Agreement and vendor status.

- **Late arrivals.** Vendors must arrive at the market in time to unload, move products into the stall, park vehicles, set up their stall and open for business at the designated open time (see article 6 for times). If a Season Vendor has not arrived at least 15 minutes before opening time, the Market Coordinator has the option to rent the stall to a Daily Vendor for the day. Season Vendors are encouraged to notify the Market Coordinator if they will be late or absent.
- **Early departures.** Vendors must keep their stalls open for the entire market day and not begin to tear down before the designated closing time. All vendors must leave the market no later than one hour after the market closes.

30. **Products.** Vendors must bring enough product to last the entire day. Exceptions may be made for reasons of product supply beyond the control of the vendor, ie produce in season.

31. **Displays.** Vendors are responsible for providing all display materials (displays, tables, chairs, etc.) and setting up and tearing down any displays. The market is not able to provide any materials. Stalls should have an attractive and professional appearance, enhanced by good presentation and cleanliness. **THE NAME OF THE INDIVIDUAL AND/OR BUSINESS MUST BE PROMINENTLY DISPLAYED AT THE BOOTH.** Vendors are encouraged to seek the advice and assistance of the Board of Market Coordinator. The Market Coordinator may ask that unsightly or unsafe materials be removed.

32. **Parking.** Vendors are required to park in the designated areas after unloading their products.

33. **Conducting Business.** Vendors must remain in their own stalls when selling. Sales must be conducted in an orderly and business-like way. No shouting or other objectionable means of soliciting trade are permitted.

34. **Pricing.** All items offered for sale must have prices prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Volume buying sales incentives such as "\$2 each – 3 for \$5" are permitted, but not incentives that present a "distress sale" image, ie "Year-end Sale", "Buy tow get one free" or "Discount".

35. **Farm Products Grades and Sales Act.** Produce should be sold by units or legal containers such as bushel, 4-litre baskets, quart, etc. If your product is sold by weight,

the scale has to be government inspected with a valid sticker displayed. All produce should be correctly labelled and priced.

36. Food Safety. Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. In fact, all vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and therefore to foods. Please adhere to the following guidelines:

- All vendors must register as a vendor with the Huron County Healthy Unit as Farmers' Market Vendor and follow mandated regulations and guidelines.
- The Huron County Health Unit will visit the market at least once during the season and each vendor is responsible for following the Health Unit regulations and suggestions. If the vendor is found in fault of the Health Unit regulations, the vendor is responsible for correcting the problem and paying any fines issued.
- All foods offered for sale must be protected from contamination.
- Baking and processed foods must be pre-packaged at point of production or contained in a display case to protect from airborne and human contamination.
- All persons handling food must wear clean clothing, wash hands often, be free from infectious disease, NOT smoke, and avoid touching nose, mouth, hair and skin.
- All vendors MUST wash hands thoroughly with warm water and soap after visiting the washroom.
- Containers and wrappers must be single-use only.
- Do not allow any unauthorized persons access to where food is being prepared.
- Racks, shelves or tables must be provided for food display and all food must be at least 15 cm (6 in) off the ground/floor.
- All canned products must be packaged in new jars and sealed with vacuum lids.
- Personal effects should not be stored anywhere near food product.
- Sampling and condiments:
 - i. Do not allow customers to get hands anywhere near samples to be eaten by other customers; prepare individual samples that cannot be handled by more than one person; provide toothpicks or small paper containers or pass out each sample.
 - ii. Provide tongs, forks or spoons for each type of condiment being offered; no customer hands in the bowl.
 - iii. Clean up the serving area often, being especially careful to pick up food scraps that fall onto the ground or floor.
 - iv. Watch children very closely.

37. **Refuse.** Stall must be kept free from refuse during the market day. At the end of the day, all refuse for removal must be placed in the bins provided except cardboard boxes, which must be broken down for recycling and placed beside garbage bins, not in them. This is especially critical for any produce and food vendors because of the risk of vermin. Scraps of any such material must be scrupulously cleaned up from the ground or floor. Only cans and bottles may be put in the blue recycling containers.
38. **In-booth storage.** Storage containers and equipment shall be confined to one's market space and kept out of sight.
39. **Alcohol.** No alcoholic beverages may be consumed, served or sampled on the market site. Sales are limited to Ontario/locally produced VQA products as outlined in Ontario Alcohol and Gaming Commission guidelines and approved by the BFM Board.
40. **Smoking.** No smoking is permitted on the market site.
41. **Live animals.** Live animals may not be sold at the market. Pets are not permitted in the market under any circumstances, guide dogs accepted.
42. **Insurance.** It is good business practice to ensure you have adequate liability insurance. This insurance can protect you in the event a customer has an adverse reaction to your product (product liability insurance) as well as for other events that may happen at your farmers' market stall such as a customer injury. Individual vendors are not covered under the Bayfield Farmers' Market Insurance Policy. You may be able to get an additional rider placed on your home or farm insurance. While the Bayfield Farmers' Market Association does carry basic Public Liability and Property Damage Insurance, any additional insurance coverage is the responsibility of the individual vendor. The Bayfield Farmers' Market Association bears no responsibility for any vendor property at the market.

MARKET COORDINATOR RESPONSIBILITIES

43. **Rules and regulations.** The Market Coordinator supervises the day-to-day operation of the market. He/she will apply the rules and regulations of the market and report any violations to the Board of Directors as necessary. The Market Coordinator may ask the Board of Directors to suspend a vendor for one or more days for serious violation of the rules.
44. **Collection of fees.** The Market Coordinator shall collect all fees when they are due and deliver to the Treasurer to deposit promptly. Vendors may not set up until appropriate fees are paid. A \$35 charge will be levied for NSF cheques.

45. **Space allocation.** The Market Coordinator shall assign all stall space taking into consideration:
- Priorities established in article 20 above.
 - Vendor attendance record including late arrivals and early departures.
 - Stall availability
 - Product category and its compatibility with products of nearby vendors
Special requirements (late arrivals, early departures)
46. **Removal of persons.** The Market Coordinator has the authority, with cause, to request any vendor or other persons to leave the market operating area and, if necessary, to call the police for assistance.
47. **Community space.** A community stall space is available to charity and non-profit organizations, at no cost, for fund-raising, promotional and educational purposes by applying to the Market Coordinator at least one week in advance. Any products to be offered for sale must be approved by the Market Coordinator and must not be in competition with the market vendors. All Bayfield Farmers' Market Rules and Regulations apply. The person applying will be held responsible for ensuring that the stall space is staffed and left in the same condition as upon arrival. The market does not provide tables, chairs or display materials.
48. **Buskers.** Buskers are welcome at the Bayfield Farmers' Market and must be pre-approved by the Market Steering Committee/Board.
49. **Complaint.** A formal complaint should first be submitted in writing to the Board of Directors with a request to address the issue. Verbal complaints must be recorded and signed and dated by both complainant and receiving Board Member. The board may request additional information from the complainants (ie in a pricing issue, Ontario average prices, etc.) All complaints will be dealt with by a minimum of two (2) Board Members accompanied by the Market Coordinator when possible and appropriate.
50. **Negotiation.** Inform the individual(s) involved in the complaint of the complaint and the behavior causing concern. This may be simply a conversation between the Directors designated by the Board and the individual(s) causing concern once the complaint has been submitted in writing, or it may require a formal meeting with all parties involved, depending on the nature of the complaint. Allow the individual(s) to explain or elaborate on their perspective. Determine a timeline for correction of the behavior or withdrawal of the complaint by the party involved. Guidelines and specific directions

will be documented with copies issued to all parties involved in the resolution, including the Board of Directors, and where deemed necessary, to the General Membership.

**The Market Board retains the right as outlined in the rules and regulations to ask anyone to leave the market site, an any time, depending on the seriousness of the behaviour causing concern, ie where such behaviour may be detrimental to the safety of visitors attending the market.

51. **Final Authority.** In the event that the complaint is not withdrawn and/or the behavior is not corrected to the satisfaction of the party issuing the complaint then the board of directors will make a decision based on their judgment of what will be best for continued operation of the Bayfield Farmers' Market. The Board of Directors has the right to revoke the application of the individual(s) causing concern and exclude the individual(s) from attendance at the Bayfield Farmers' Market for the remainder of the season.

APPENDIX A

List of the 2016 Steering Committee

Chair: Joan Brady – jbrady@hay.net – 519-237-3108, cell 226-237-3108

Municipality of Bluewater:

Market Coordinator: Mary Brown bayfieldfarmersmarket@gmail.com cell 519-275-0781

Lions Club Director: Tom Grasby – tgrasby@tcc.on.ca

Optimist Club Director: Mike Dixon – mikedixon@tcc.on.ca

Optimist Club Director: Wayne McKaig – wayne.mckaig@tcc.on.ca

Bayfield and Area Chamber of Commerce Director: Leanne Kavannaugh
leanne_108@hotmail.com Shawn Henry production@theadsgroup.ca

Community Director: Helen Cidade – helenc35@live.ca

Vendor Representative: Diane Klopp – dklopp@hay.net