

***North Bay Downtown Farmers' Market***  
**Rules and Regulations**  
For the operation of the North Bay Downtown Farmers' Market  
*Revised October 17, 2008*

**GENERAL:**

1. The market shall be known as the "North Bay Downtown Farmers' Market". Future reference to the Farmers' Market below shall be understood as representing the North Bay Downtown Farmers' Market, a not for profit organization.
  - 1.1 The word "vendor" shall be understood to represent any Farmers' Market member who is selling a product or service and has rented a stall at the Farmers' Market.
  - 1.2 The word "Board" shall be understood to represent the Farmers' Market Board of Directors.
  - 1.3 All members are subject to the following rules and regulations determined by the Board.

**MEMBERSHIP:**

1. Any person, firm or organization may become a member of this association provided that:
  - 1.1 They are engaged in, associated with or related to the Farmers' Market industry and:
  - 1.2 Their membership application is accepted and approved by the Board of Directors and:
  - 1.3 They pay the appropriate membership dues.
  - 1.4 Membership is not transferable.
2. Membership dues and/or assessments shall be as determined by the Board of Directors subject to approval by the members at an Annual Meeting. Members shall be given thirty (30) days notice prior to any annual meeting at which any proposed change in dues or assessments is to be made.
3. Membership shall be restricted to vendors who are growers, dealers, crafters, prepared food producers and other who meet the criteria listed below.
  - 3.1 **PRODUCERS:** Any person who sells only their food products that they have grown on their farm, greenhouse or property.
  - 3.2 **DEALERS:** Any person engaged in the purchase of goods produced for resale, without significantly altering these goods before offering them for sale at the Farmers' Market. When Grower produce is in season, dealers will be limited to products that can not be grown in Ontario or are not being supplied at the Farmers' Market by local growers – these products require prior approval by the Market Manager on a weekly basis.
  - 3.3 **CRAFTERS:** Any person who produces a product through skillful means that may be considered art, craft or hobby.
  - 3.4 **PREPARED FOODS:** Any person who sells food that is prepared either at their home, place of business or at the Farmers' Market.
4. Membership entitles a vendor to rent a maximum of two market stalls of approximately 10' x 10' each in size. Another membership fee will be charged if additional space(s) is necessary by a vendor. A member who is approved to operate at the Farmers' Market may not transfer those rights or sub-lease their space to another business or person
5. No member shall sell anything other than what is listed on his or her application.
6. A member who is not a Dealer must provide 80% of all goods for sale as their own growth and production. Complimentary products to enhance and increase the value of the base line of products may NOT exceed 20% of all goods for sale on any given market day.

## **THE FARMERS' MARKET BOARD/MARKET MANAGER:**

1. Will provide a Market held on **Saturdays from 8:30 a.m. to 1:00 p.m.**
2. A Business Operator License from the City of North Bay will not be required. The Farmers' Market association with the DIA (Downtown Improvement Association) has removed the need for this per individual vendor.
3. The Farmers' Market Board reserves the right to approve all new vendors prior to their first market day, based on their application. Stall fees for one day are applicable; membership fees are exempt for the first day. The applicable Membership Fees is payable the next time the vendor is participating in the Market.
  - 3.1 The new vendor shall submit the completed Vendors Application form at the time to the Market Manager.
  - 3.2 Approval from the Board is necessary before the vendor may take part in another Market day(s).
4. Paid Market stalls will be reserved until 8:30 a.m.
5. The Market Manager is charged with the responsibility of enforcing all of our association's rules and regulations, collecting fees, governing vendor participation and adherence to the rules and regulations.
6. Complaints registered from the public about a specific vendor's product or conduct will require the Market Manager to address that complaint to the specific vendor.
7. Vendors who violate the rules and regulations of the Farmers' Market will be provided with a verbal warning issued by the Market Manager for the first offence.
  - 7.1 The second offence will be responded to by a written warning to the Vendor issued from the Board.
  - 7.2 Should the perception of the Board be that a vendor has not made an effort to improve or address a public complaint, the Board reserves the right to evict a vendor permanently. Prepaid stall fees will not be refunded.
8. Washroom facilities will be made available to vendors within short walking distance of the Market location.
9. Arrangements for electrical power outlet(s) will be established between Board, vendor and supplier. Fee will be directly negotiated between the vendor and supplier.
10. Market advertising will be arranged and executed by the Board. Vendor feed back will be appreciated.
11. Promotional seasonal events to be arranged and advertised for by the Board and other volunteers.
12. Buskers/entertainers will be scheduled by a volunteer co-Ordinator.

## **AS A MEMBER:**

1. Arrival by 8:00 a.m. and have their goods and/or displays unloaded and in their designated space by 8:15 a.m.
2. Failure to arrive by 8:30 a.m. will result in a loss of the vendors space, whether seasonal or a pre-arranged daily vendor. Unless otherwise notified the Market Manager will reallocate empty stalls to another vendor for that Market day only.
3. Seasonal members are asked to notify the Market Manager one or more Saturdays in advance if they are not able to attend the Market. If planning not to attend the market for several weeks, please submit the dates in writing to the Market Manager.
4. All of the vendors vehicles associated with the sale of goods on market day must be parked in their designated vendor parking location.
  - 4.1 For safety reasons, vehicles are NOT allowed to move in or out, or within the Farmers' Market area during hours of operation.

5. All vendors must stay in attendance during Market operational hours.
  - 5.1 If a vendor is “Sold Out” s/he is required to place or hang a sign at his/her stall saying “Sold Out, will be back next week”.
6. Tear down will not be permitted until after regular Market hours.
7. It is each vendor’s responsibility to find and follow any and all regulations in force by the District Health Unit directly pertaining to their business.
8. Each vendor shall keep their market space free from refuse during market hours and in addition must meet the refuse management requirements of the City of North Bay.
  - 8.1 Vendors are required to clean up their market space after each market day.
  - 8.2 Vendors are responsible for the disposal of garbage generated by their business operations.
  - 8.3 All waste receptacles supplied by the Farmers’ Market are for public use only.
9. Smoking is not permitted in the Market spaces during hours of operation. Vendors who wish to smoke must leave the designated Farmers’ Market area.
10. Vendors shall conduct their business in an orderly manner. Shouting or any objectionable means of soliciting trade shall not be tolerated.
11. Distress pricing is not permitted.
12. The Farmers’ Market does not restrict the “gifting” of products to consumers as a means of promotion.

**INSURANCE/PERMITS/LICENSES:**

1. All vendors shall be responsible for obtaining and keeping in force, all necessary governmental, and or other regulatory permits, licenses or approvals as may be necessary for the operation of their business.
2. The Farmers’ Market shall carry public liability insurance.
  - 2.1 This does not cover individual vendor liabilities. It serves only to protect the North Bay Downtown Farmers’ Market and it’s Board Members from liabilities resulting from the use of the market by the public and/or claims as a result of injury caused by an individual vendor operating in the Farmers’ Market.
3. All vendors shall keep in force third party liability insurance to cover their business operations and will provide a certificate to the City of North Bay and the Farmers’ Market as additional insurance or vendors have the option to sign the “Hold Harmless Agreement” on the Vendor’s application.

**NOTE:**

For the general benefit and welfare of the North Bay Downtown Farmers’ Market and the Vendors and Tenants therein, the Board may amend this policy of Guidelines and Principles. Alteration and/or addition can be made at any time and without written notice and such amended policy shall be binding on the Vendors and Tenants.

By signing on the application form, all persons selling at the Farmers’ Market agree to abide by the above Guidelines and Principles.