

# **Marché des Fermiers Bouctouche Farmers' Market**

## **Vendors' Handbook of Rules & Regulations**

**2017 Market Season**



Operated by the Management Committee  
of Bouctouche Farmers' Market (BFM Inc.)  
on behalf of the Town of Bouctouche

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## 1.0 PURPOSE OF THE HANDBOOK

- 1.1 The purpose of this Vendors' Handbook is to describe the administration of the Bouctouche Farmers' Market (BFM) and to provide details on the rules and regulations to be followed by the Management Committee, Vendors and designated staff of the market in order to create a friendly, stable and profitable environment.
- 1.2 All vendors must go through the application process, abide by the rules and regulations and work in a collaborative manner to create a high quality and renewed Bouctouche Farmers' Market.
- 1.3 Other items of business not specifically covered by these rules and regulations shall be dealt with by the Management Committee at its discretion.

*\*Note: The Town of Bouctouche is in the process of re-building a new farmers' market and re-organizing the governance model. A special steering committee is in place to manage the overall planning process and is responsible for operating a transitional market for the 2017 season. To be referred in this document as the Management Committee.*

*This handbook of rules and regulations will be in force for the 2017 season and will be revised once the new governance model is in place for the 2018 season. Vendor feedback is greatly appreciated as the planning process evolves.*

## 2.0 ORGANIZATION

### 2.1 Mandate:

The purpose of the Bouctouche Farmers' Market is to offer a dynamic and community-oriented market that presents a variety of high quality locally produced farm products, prepared foods and handcrafted arts & crafts to the general public. It will foster a positive and fun environment that promotes local foods and enhances education and awareness around food security.

### 2.2 Governance:

- a. The BFM is administered by The Town of Bouctouche Inc. who assigns the day-to-day operation of the Market to a Special Steering Committee (herein referred to as the Management Committee for the 2017 season).
- b. The Town of Bouctouche shall carry Public Liability Insurance on the market area to protect the market and the Management Committee carries Directors & Officers insurance under Bouctouche Farmers' Market Inc.

### 2.3 Management:

- a. **Management Committee** - The Management Committee is comprised of members representing Town officials, vendors and consumers. The mandate of the Management Committee is to operate a transitional market during the 2017 season as the Town of Bouctouche strives to re-establish a new organization and rebuild the facilities for a new Bouctouche Farmers' Market for 2018.
- b. **Market Manager** - The Management Committee has hired a Market Manager to assist in operating the upcoming season. The responsibilities are to work under the Management Committee to promote and to ensure the proper operation of the weekly market during the season. The Market Manager cannot be a vendor and is not a voting member of the committee but will attend committee meetings to advise on issues related to the market.
- c. **Vendor Advisory Committee** – The Management Committee has appointed a Vendor Advisory Committee to oversee the vendor recruitment and selection process as well as advise on vendor-related matters throughout the market season.

## 2.4 Market Branding:

The Bouctouche Farmers' Market has a new brand and image since the 2016 season. New promotional tools with the new slogan are being designed and will be actively promoted throughout the upcoming months. The roster of approved vendors will be published on the BFM website: [www.bouctouchefarmersmarket.ca](http://www.bouctouchefarmersmarket.ca)

A programming committee is working on new and exciting ideas to draw consumers into the market and continue building community support. Vendors are encouraged to share their thoughts on the subject and actively participate in promotional activities of the market and coop marketing campaigns. Refer to Market Manager for further details on marketing opportunities.

## 3.0 MARKET LOCATION, SEASON, and CANCELLATION

### 3.1 Location:

The Bouctouche Farmers' Market site is located at 9 Irving Boulevard in Bouctouche. The mailing address is 9 Irving Blvd, Bouctouche, NB, E4S 3J3. The telephone number is (506) 744-1020 and the fax number is (506) 743-7261.

### 3.2 Season, Dates and Hours:

The market will be open each Saturday from 8am to 1pm from June 10, 2017 to September 16, 2017 for a total of 15 weeks.

### 3.3 Early Closing and Cancellations:

- a. The Bouctouche Farmers' Market is an outdoor «rain or shine» market. However, since the Market takes place in an open-air site, we reserve the right to cancel a Market (with or without prior notice) if it is determined that severe weather conditions could compromise the safety of vendors and shoppers. Market cancellation will be considered only in the rare event, such as an official severe weather warning. Early closing may occur as a result of various safety concerns and will be at the discretion of the Management Committee.
- b. Notification of the cancellation will be given to all vendors as soon as possible by telephone and email. The Market Manager will notify the public by sending a public service announcement to local media (CJSE, CBC, etc.) and by publishing a message on the Bouctouche Farmers' Market Facebook page.
- c. If a cancellation occurs, the Bouctouche Farmers market assumes no responsibility for any activities that would have occurred during regular market hours. Vendors are not covered by insurance policies held by the BFM, and are encouraged to have alternate arrangements to sell products to customers, if necessary. In the event of extenuating circumstances, it may be possible to offer extra credits or to add an extra market day to the season.

## 4.0 ELIGIBLE VENDORS

### 4.1 Producers Only:

The Bouctouche Farmers' Market is open for the sale of locally grown, produced, processed, baked and crafted products from approved growers, producers, processors and individuals whose name, address and signature appear on an approved vendor application. The BFM is therefore open strictly to local and bona fide producer-vendors who make what they sell; resellers are not eligible.

#### 4.2 **Residency:**

Applicants shall reside in New Brunswick and grow and produce the goods within the Greater Southeast Region. Preference will be considered for vendors from the Kent County area.

#### 4.3 **Exemptions:**

Special exemptions may be allowed from time to time at the discretion of the Market Manager and the Management Committee, according to local supply or productivity and such exemptions are not to interfere with locally-produced products. A special provision could be made for items that are not otherwise sold at the market. This would also apply to specialty or unique types of vendors for special programming events that benefit the market and the community (i.e. on Acadian Day, The Mollusk Festival, La Folie des Arts and The EcoFestival).

## 5.0 PRODUCT CATEGORIES

### 5.1 **Agriculture / Producer:**

Products include fruits and vegetables, meat, fish, poultry, eggs, honey, maple syrup, fresh and dried herbs, plants, shrubs, trees, flowers, compost materials as well as other sub-products that they may create, such as fleece, wool, soaps, preserves, sauces, vinegar, dried soup and other mixes, etc. Agricultural vendors may sell pre-packaged, individual servings for take-home, and a reasonable charge may be applied for small samples. Vendors who use off-site processing facilities for value-added products must ensure that all presented products are their own.

### 5.2 **Baked / Processed**

Baked / Processed Products include, but are not limited to, breads, rolls, buns, muffins, cookies, fruit pies, cakes, pastries, meat pies, jams and jellies, etc. It is understood that not all ingredients in baked / processed food can be obtained from a known local source, but ideally the main ingredients of processed goods should be grown or produced in New Brunswick, if possible.

### 5.3 **Arts and Crafts:**

Arts and Crafts shall be hand-made by the vendor using as much local material as possible and his/her own skill, artistry and training to produce a new, unique and original product appropriate for the farmers' market. Locally sourced materials are preferred (i.e. the wool of a sweater, the wood of a carved craft).

All arts & craft products will be reviewed by a jury to ensure that they are indeed produced as indicated on the application, are of high quality and are compatible with the other products sold at the market. The following factors will be closely assessed:

- Craftsmanship and quality;
- Creativity and originality of concept;
- Value added to original or natural materials, as local as possible, used in the finished product;
- Reasonable and fair pricing.

**Vendors in the Arts & Crafts category may be limited to a certain proportion of the total vendor base.**

***The preferred ratio of agricultural/horticultural/food vendors to arts and crafts vendors shall be at least 3 to 1.***

#### 5.4 **Prepared Foods / Ready to Eat and Food Concession Vendors (under the general heading of FC):**

Prepared Foods / Ready to Eat and Food Concession (FC) vendors must provide quality food prepared by the vendor using as many local products as possible to offer customers a varied and interesting selection.

- a. The number of FC vendors shall represent a limited number of the vendor base and shall be determined according to the desired vendor mix and by the space and hydro available, at the discretion of the Management Committee.
- b. Preference shall be given to premium products including food, drinks, and condiments;
- c. Vendors are to adhere to the rules and regulations in the current Vendors' Handbook of Rules & Regulations;
- d. Hot and/or cold food shall be prepared by the vendor, on or off site, preferably from scratch;
- e. Food shall be "ready to eat" for consumption at the market or for takeout;
- f. Vendors shall only use high quality ingredients and purchase ingredients sourced from local producers as much as possible;
- g. Vendors are encouraged to create drinks from a variety of local ingredients on site.
- h. The Market Manager has the right to request that FC vendors provide proof of locally sourced ingredients i.e. receipts, etc.;
- i. Only approved FC vendors shall be allowed to sell out of regulated trailers during Market business hours.

*REFER TO SECTION 10 – Food Safety, Permits & Licenses and Training*

#### 5.5 **Other Vendor Types:**

***(Subject to the discretion and approval of the Market Manager and Management Committee)***

- a. **Restaurant, Hospitality and Tourism Vendors:**  
These vendors are promoting a local service or tourism attraction and may be allowed to sell samples of their food or tickets to local events as long as it does not conflict with participating seasonal vendor products/services and that prior approval has been obtained through the Market Manager.
- b. **Non-Profit Community Groups:**  
Space may be designated for a community table and be provided for promotional and educational community initiatives or events based on availability and compatibility with the mandate of the market. Users of the community table will not be permitted to sell products and raffle tickets, unless approved. This restriction also applies to persons who attend the market as demonstrators in a special event. The person applying will be held responsible for leaving the booth in the same condition as received. The market does not provide tents, tables or any display materials.
- c. **Musician's Buskers:**  
Space may be provided to musicians to busker, sell and promote their music, subject to approval of the Market Manager in accordance with the mandate of the market and approved programming themes.
- d. **Student Entrepreneurs:**  
The BFM encourages student entrepreneurs to present their products at the market, as long as they meet the standards of the market. Special vendor fees may apply to support student entrepreneurship initiatives.

## 6.0 APPLICATION AND SELECTION PROCESS

### 6.1 Vendor Agreement:

All interested applicants to become vendors at the Bouctouche Farmers' Market shall complete a "Vendor Application" form. This application is made annually and the approval becomes the agreement between the BFM and the producer-vendor. Signing of the Vendor application confirms that the Vendor shall abide by the Rules and Regulations which are established to ensure a high quality, producer-based market, with a variety and balance of products, and to ensure fairness to all vendors. The result of the application process will also determine the list of all the products approved by the Management Committee for sale by the vendor at the Market.

- a. In the event of the business changing ownership or being transferred, it is deemed a breach of the "Vendor Agreement" and as such, the business could lose seniority and shall require a new vendor application and products to be juried.
- b. A vendor may change product category, but shall conform to all rules pertaining to that category and shall be approved by the Management Committee.

### 6.2 Review & Jurying:

The completed Vendor Application is reviewed by the Management Committee through a designate: Vendor Advisory Committee and/or Market Manager. All products to be offered for sale shall be reviewed to ensure they are indeed produced by the applicant, are produced within the Greater Southeast Region, are of high quality and are compatible with the other products sold at the market.

In the case of Arts & Crafts, the following factors will be assessed:

- a. Craftsmanship and quality;
- b. Creativity and originality of concept;
- c. Value added to original or natural materials, as local as possible, used in the finished product;
- d. Reasonable and fair pricing.

### 6.3 Approval:

The Vendor Advisory Committee and/or Market Manager shall recommend acceptance or rejection of each Vendor Application and each product to be offered for sale and the results shall be submitted to the Management Committee for final approval. The Management Committee reserves the right to refuse acceptance of any applicant or product that is not in keeping with the rules, regulations or standards of the Bouctouche Farmers' Market. Applicants may ask the Management Committee to reconsider decisions made on their admission or products.

### 6.4 New Products:

For returning vendors with new products, and for new vendor applications, samples may be required and shall need to be presented at least one week in advance of market day. If, after approval of original product lists, vendors wishing to sell items which fall into a different product category, or wishing to add new products from the product(s) originally reviewed or juried, shall have these items reviewed and approved before they can be offered for sale, display or sampling. The original application shall be amended as required. A product database shall be created for each vendor. The vendor is responsible for submitting relevant information on new products at least ONE WEEK in advance and must obtain approval prior to bringing new products to the market.

### 6.5 Special Markets:

Any Special Market (Christmas, Easter, etc.) may have its own application and selection process.



## 7.0 STALL ALLOCATION

### 7.1 Size of stall:

The size of a single market stall shall be 10 feet by 10 feet. The Management Committee, through its designate (Market Manager), shall have the final say regarding stall space and allocation.

### 7.2 Space Limitations:

Vendors are normally limited to a single booth/stall space. Vendors may apply for multiple spaces, but allocation depends on the space available at the time. Special stall space requirements shall be, at the discretion of the Management Committee, charged a different rate based on the utilities and services required and the percentage of the space taken.

### 7.3 Stall sharing:

A stall may also be shared by two or more vendors, subject to approval by the Management Committee, based on the following criteria:

- a. Both are approved vendors;
- b. Products of both shall be on display at all times;
- c. Their products are deemed compatible;
- d. Both vendors shall participate in selling at the kiosk during the season, based on a reasonable share of time agreed amongst the partners.
- e. Both vendors must each pay the annual registration fee and their share of the stall fees, which are subject to a higher rate.

### 7.4 Space Allocation & Location:

Sites will be allocated on a seasonal basis, with full-season paid vendors, receiving priority. Fruit & Vegetable Producers, Meat vendors and Prepared Foods /Ready to eat and Food Concession vendors may be given the option of priority locations for ease of accessibility. The Market Manager will assign the stalls in consideration of the variety and of the vendor mix and may allocate space in designated areas for seasonal and casual stalls, according to the site plan, as determined by the Management Committee. The site plan may be modified, if necessary, depending on special circumstances (such as special events and possible construction).

### 7.5 Sub-letting:

No vendor shall have the right to sub-lease, sell, transfer, or permit any other vendor to use allocated space.

## 8.0 FEES

The Bouctouche Farmers' Market shall annually set vendor fees to cover normal market operating expenses, such as advertising, services, salaries, and insurance. These vendor participation fees may be charged either in the form of a seasonal registration fee and/or membership fee. These shall be collected from all vendors by the Market Manager, and no vendor shall sell at the market without prepayment of the appropriate vendor fee.

### Note for 2017 Season:

*There will be a vendor registration fee for the transitional market in 2017 and no membership fee.*

### 8.1 **Vendor Registration Fee:**

A registration fee of \$30 will be charged to all types of approved vendors participating in the 2017 season, including full-season and occasional vendors.

### 8.2 **Membership Fee:**

Membership fees will be considered for the 2017 season once the new organizational structure is in place.

### 8.3 **Booth / Stall Fees:**

Fees are generally based on the size and location of the booth/stall. Use of utilities and services will also be a factor in determining stall fees. A regular single stall is considered as a kiosk space of 10 feet by 10 feet. This typically has space for 1 table (6' – 8' wide).

Stall fee options available for the 2017 include:

- a. Full-season vendor: \$25 / week (single stall), \$40 / week (double stall) (10% discount if paid in advance)
- b. Occasional vendor: \$35 / week (single stall), \$60 / week (double stall)
- c. Other specialty vendors: to be negotiated based on space and use of utilities required (ex: student entrepreneur, special food requirements, mobile units, etc.)

### 8.4 **Discount Package:**

Vendors opting to commit for the whole season (15 weeks in 2017, from June 10 – Sept 16) may get a 10% discount on their stall fees, if the full payment is received by the first day of the market (June 10, 2017).

### 8.5 **Tents, Tables, Scales:**

Vendors are responsible to bring their own tents, tables, scales, etc. In the 2017 season, a certain number of tents and tables will be available to vendors for rental. Tent rental fees will be \$10/ Saturday and table rental fees will be 1 / \$25 or 2 / \$40 for the season or \$2/weekly. Vendors are responsible for setting up their tents and having them securely fastened at all times.

### 8.6 **Payment Method:**

Payments must be made by cheque payable to The Bouctouche Farmers' Market.

- a. Full season vendors:
  - Full season with discount rate: To get the seasonal discount, the vendor must pay the full amount by the opening of the market season (by June 10th)
  - Full season monthly: Fees are payable once a month on or prior to the first Saturday of the month.
    - o June (3 weeks), to be paid by June 10<sup>th</sup>
    - o July (5 weeks), to be paid by July 1<sup>st</sup>
    - o August (4 weeks), to be paid by August 5<sup>th</sup>
    - o September (3 weeks), to be paid by September 2<sup>nd</sup>
- b. Occasional vendors: Fees must be paid to the Market Manager prior to set-up on the day of market attendance.
- c. Non-sufficient funds (NSF) cheques will be charged back to the Vendor and a \$25 handling fee will apply.

## 8.7 Refund Policy:

Registration fees and stall fees are non-refundable. However, the full-season fee may be refundable for valid reasons, on approval by the Management Committee. Seasonal vendors would be charged a pro-rated weekly fee rate for the market days they attended. Vendors are required to fill out a Refund Request Form outlining their reasons in detail. They are subject to a \$25 administrative fee.

## 8.8 Fee Change:

Stall fees may be changed at any time, and after a period of notice extending over four (4) successive Market Days notwithstanding that a Vendor may have paid in advance for a reserved stall for a period extending beyond that period of time in which case the fee payable by the Vendor shall be adjusted accordingly and any refund or increase will be payable immediately.

# 9.0 VENDOR RESPONSIBILITIES

## 9.1 Compliance:

Vendors must make themselves aware of and fully comply with the Bouctouche Farmers' Market Vendor Handbook of Rules & Regulations. Failure to respect the rules and regulations may be grounds for termination of the Vendor Agreement. The Management Committee reserves the right to appoint the Market Manager and/or members of the Vendor Advisory Committee to visit a farm or workshop to verify compliance as stated on the vendor application form. Compliance is the responsibility of the individual vendor and not the representatives of the Management Committee.

## 9.2 Code of Conduct and Conflict Resolution:

- a. All vendors will be respectful to the Management Committee, the Vendor Advisory Committee, the Market Manager, volunteers, fellow vendors and customers. The Bouctouche Farmers' Market will not tolerate verbal or physical abuse or any other form of intimidation at the market.
- b. Vendors must remain in their own booths/stalls when selling to customers. Sales must be conducted in an orderly and business-like way, and no shouting, calling out to passing customers, or other objectionable means of soliciting trade are permitted.
- c. All vendor issues, concerns or grievances will be directed to the Market Manager who will attempt to resolve the situation. If the situation cannot be resolved by the Market Manager, the vendor will be requested to submit a detailed letter of complaint in a timely manner to the Vendor Advisory Committee who will make recommendations to the Management Committee. The Management Committee has the authority to make the final decision on the outcome of the grievance and the consequences for non-compliance.
- d. The Bouctouche Farmers' Market has the right to revoke the vendor's permission to sell at the market if there is a case of misconduct or non-compliance of the rules and regulations, including lack of regular attendance during the scheduled season.

## 9.3 Government Regulations and Sales Tax:

- a. It is solely the vendors' responsibility to make themselves aware of and comply with Municipal, Provincial and Federal Regulations regarding permits & licenses, labeling, measures, health and safety, etc., for all products offered for sale at the Market. The Bouctouche Farmers' Market will neither be responsible for advising vendors of these regulations nor for any dealings with government officials that may visit the market for the purpose of conducting inspections. Vendors are therefore responsible for obtaining all necessary licenses, permits, inspections and certificates for the sale of their products at the market.
- b. Each vendor will be responsible for their own sales tax collection, where applicable.

## 9.4 Payment of Fees:

Payment of the registration fees and appropriate payment arrangements must be made for stall fees prior to the start of the season or the booth space will not be reserved. Full-season stall fees must be paid in advance or prior to the first market day of each month. Occasional vendors must notify the Market Manager that they are interested in attending before market day and pay prior to set up. They must pay in advance and notify the Market Manager which consecutive Saturday dates they will be attending.

## 9.5 Attendance & Punctuality:

### a. Seasonal Vendor Attendance:

Full-season vendors receive a preferred rate compared to occasional vendors for committing to attend the Market full-time, instead of on a week-by-week basis, and are thus expected to have proper representation throughout the market season (must attend minimum of 80% of market days).

### b. Punctuality:

Late arrivals and early departures disrupt the market, annoy customers and can become a safety issue. Vendors who arrive late or leave early will first be verbally warned by the Market Manager on each occasion. If they are late three times and/or depart early three times, they will be warned in writing and will be required to explain to the Management Committee why their Vendor Agreement should not be terminated.

- **Late Arrivals** - Vendors will be considered late if they have not complied with all of the following by the designated opening time of the market (8 am):
  - o arrived at market;
  - o completed setting up their booth;
  - o moved their vehicle out of the customer areas; and
  - o be ready to sell to the public.

If a vendor has not arrived at market at least 60 minutes before opening time, the Market Manager has the option to give the stall to another vendor for the day.

- **Early Departures** - Vendors must keep their booths/stalls open for the entire market time, and not begin to tear down before the designated closing time (1 pm). If the vendor must leave early because of exceptional circumstances, the vendor must notify the Market Manager.
- **End of Market Day Departures** - All vendors must leave the market area no later than (60) minutes after the market closes.

## 9.6 Product Information & Quantities:

### a. Product information:

Any written or spoken information on products features and fabrication processes conveyed by Vendors or their staff shall be true at all times.

### b. Product origins:

Vendors must identify the origin of their products: where they have been grown, raised, baked, processed, crafted, etc. (with as many local inputs or ingredients as possible). Products originating from Southeastern N.B. (Kent, Westmorland, Albert) can have the word "Local" placed in appropriate places (e.g. price tags, price lists, personalized stickers or display sections).

### c. Information correctness:

False declarations pertaining to the origin or the production process for products sold on site will be taken seriously. Vendors who make false declarations of this nature can be expelled from the market.

- d. **Organic Growers:**  
Organic producers: If a producer vendor advertises his/her operation as being organic, a recognized organic certification body must certify all of the products sold at his/her stall. The vendor must show proof of certification to the Market Manager.
- e. **Weights and Measures:** Vendors offering products for sale by weight are required to provide scales in accordance with the Weights and Measures Act (Canada). Produce should be sold by units or legal containers, such as bushel, 4-liter basket, quart, pint, etc. The scale has to be government inspected, with a valid sticker displayed. All farm products should be correctly labeled and priced in accordance with NB government regulations on grades and standards, the NB Farm Products Commission and related commodity boards and agencies.
- f. **Quantities:**  
Vendors must bring enough products to last while the market is open. Exceptions may be made for reasons of product supply beyond the control of the vendor; e.g. produce in season.

## 9.7 **Signage and displays:**

### a. **Signage:**

- All booths must be identified with signs (preferably bilingual) that are appropriate, neat and legible to identify the name of the business and its location.
- The Market manager has the right to ask Vendors to place their signage in another manner.
- Vendors and their staff are encouraged to wear name badges, if possible.

### b. **Displays:**

- Each member agrees to make his/her stand and products offered for sale as attractive as possible. If products are of low quality or improperly labeled, the Market Manager will have the right to have it withdrawn from the sale. Such decisions by the Market Manager will be reported to the Management Committee.
- Vendors are responsible for providing all display materials and setting up and tearing down any displays. All booths should have an attractive and professional appearance, enhanced by good presentation and cleanliness. The Market Manager may ask that unsightly or unsafe materials be removed. The BFM accepts no responsibility for damage to or loss of these materials.
- Storage containers and equipment shall be confined to one's market space and kept out of sight.

*Vendors are encouraged to seek the advice and assistance of the Market Manager on how to present their signs and displays. Examples of resources, tips and tools are available on the Farmers' Markets Ontario (FMO) website ([www.farmersmarketsontario.com](http://www.farmersmarketsontario.com)) and training material is available on the Farmers' Markets of Nova Scotia (FMNS) website ([www.farmersmarketsnovascotia.com](http://www.farmersmarketsnovascotia.com)).*

## 9.8 **Pricing:**

- a. All items offered for sale must have prices prominently and clearly displayed. Price cards and labels must include the product price, applicable product information (origin, variety, etc) and how it is sold (weight, piece, quantity).
- b. Vendors will refrain from distress pricing nor will they reduce prices at the end of the market hours. Vendors can't sell below cost of production.

- c. Pricing should be fair to you, the customers and to your colleagues. Volume buying sales incentives such as “\$2 each – 3 for \$5” are permitted, but not incentives that present a flea market image; e.g. “Year-end Sale”, “Buy Two, Get One Free” or “50% discount”.

#### 9.9 Unloading and Parking:

- a. Vendors should unload in such a way as to avoid obstructing the flow of traffic, view or sales of other vendors. specified areas should be used for unloading activities. Vendors may park **temporarily** at their stall space for unloading purposes, but must NOT leave engines running during this time. Vendors must remove their vehicles no later than 15 min. prior to the start of the market.
- b. Vendors must park in designated areas and leave prime parking spots clear for customer parking, (unless use of vendor vehicles is approved for use during the market, i.e. for food vendors).

#### 9.10 Insurance:

While the Town of Bouctouche carries General Public Liability Insurance, any additional insurance coverage is the responsibility of the individual vendor. Vendors are advised to contact their insurance agent relative to their participation in the market, in terms of their own business coverage, including but not limited to property damage and personal injury insurance, automobile insurance and product liability insurance.

The Bouctouche Farmers’ Market bears no responsibility for any vendor property at the market. Any contents left by vendors, in or outside buildings at the market, are left at their own risk. The Market cannot be held responsible for items destroyed by fire, vandalism, theft or any other cause. The Town of Bouctouche Inc, the Bouctouche Farmers’ Market Inc. and its employees are in no way responsible for any Vendor’s product sold at the Bouctouche Farmers’ Market, nor do they accept the responsibility for loss of or damage to the goods of a customer or other person left in the custody of a Vendor and Vendors are encouraged to likewise advise such persons that they do not accept any responsibility for such goods.

#### 9.11 Other Vendor Responsibilities:

- a. **Use of Equipment.** Vendors who have dangerous or potentially dangerous equipment at their stalls shall comply with government regulations, and ensure that at all times such equipment is situated, maintained, and operated so as not to endanger patrons. They will comply with any directions of the Market Manager to situate, maintain, and operate such equipment in a safe manner or to remove it from the site. All vendors who have any flammable items at their stalls are required to have an appropriate fire extinguisher on site.
- b. **Refuse (garbage).** Booth/stalls must be kept free from their product related refuse during the market day, and at the end of the day all refuse for removal must be placed in the bins provided or taken with the vendor. This is especially critical for any produce and food vendors, because of the risk of vermin, and scraps of any such material must be scrupulously cleaned up from the ground. No garbage is to be left behind.
- c. **Alcohol.** No alcoholic beverages may be consumed during the market or at any other time on the market site.
- d. **Smoking.** No smoking is permitted in or near the buildings or the stall areas.
- e. **Live Animals.** Pets are not permitted at the market under any circumstances; guide dogs excepted. Puppies and kittens may not be sold in the market.
- f. **American Currency.** Vendors should offer an exchange rate consistent with the current bank rate.
- g. **Unauthorized activities:** Unauthorized fund raising, solicitation for money, or panhandling, is not permitted on the Bouctouche Farmers’ Market property.

## 10.0 FOOD SAFETY, PERMITS & LICENSES and TRAINING

Food sold at markets is regulated under the NB Public Health Act. The guidelines are in alignment with the NB Dept. of Health's Food Premises Inspection Program.

Every person handling food products must maintain a very high standard of personal hygiene and cleanliness. All vendors and staff must practice these standards to prevent the transfer of pathogens between vendors/staff and therefore to foods.

Food Preparation Vendors are required to obtain the following:

a. **Permits & Licenses:**

Vendors are responsible to obtain all necessary licenses, permits, inspections and certificates for the sale of their products. Vendors that sell products requiring a license or permit for preparation or for sales permit must post these in a visible area on their market stall and present it to the Market Manager.

b. **Training Requirements:**

In order to make the market a safe and reliable place to shop, Vendors selling food products are required to attend the "Food Handling" course which is offered by the NB Department of Health or other appropriate sources. Vendors must put their certificate of participation on display at their vendor stall at the latest, 2 months after their initial Market Day. The BFM will help facilitate one course at the beginning of each season to help new vendors get the training. Should vendors not be able to participate at this annual training, it will be their responsibility to organize an alternate date with the NB Department of Health to get training within the required time frame.

[http://www2.gnb.ca/content/gnb/en/departments/ocmoh/healthy\\_environments/content/food\\_safety\\_training.html](http://www2.gnb.ca/content/gnb/en/departments/ocmoh/healthy_environments/content/food_safety_training.html)

c. **Registering with the NB Department of Health:**

Vendors selling prepared foods **must register** with the Department of Health (Public Health Branch).

Refer to New Brunswick Department of Health - Public Market Regulations

[www2.gnb.ca/content/dam/gnb/.../h-s/.../NBMarketGuidelines\\_E.pdf](http://www2.gnb.ca/content/dam/gnb/.../h-s/.../NBMarketGuidelines_E.pdf)

### **NOTES ON OTHER FOODS – FARM PRODUCTS:**

Each vendor with other foods in the farm products category must also verify all other applicable regulations, permits and licenses that apply to their category through all levels of government and regulatory bodies (meats, fish, dairy, fruits & vegetables, wine, honey, etc).