

# Marché des Fermiers Bouctouche Farmers' Market

## Vendor Handbook of Rules & Regulations

**2021 Market Season**



Operated by the Management Committee  
of The Bouctouche Farmers' Market (BFM Inc.)

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## 1.1 PURPOSE OF THE HANDBOOK

- 1.1 The purpose of this Vendor's 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, the 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 farmers' market.
- 1.3 Other items of business not specifically covered by these rules and regulations shall be dealt by the Management Committee at its discretion.

## **Covid-19 Restrictions**

***The 2021 season is affected by a Covid-19 pandemic and certain restrictions apply to the vendors and the public.***

### **VENDOR COVID OPERATING PLAN:**

Vendors need to put in place a Covid Operating Plan to ensure the safety of their staff and the Market consumers before the start of the season. The plan must describe appropriate measures that will be taken at their kiosk to minimize risks:

- a) Sanitation of kiosk (wipeable table cloths, hand washing);
- b) Handling samples;
- c) Handling cash;
- d) Wearing a mask at all times;
- e) Respecting social distancing and need to limit gathering spots in front of kiosks.

We will send vendors a BFM Covid Operating Plan form to fill out once vendor applications have been approved. Additional information is available through Worksafe NB.

### **ADDITIONAL RESOURCES FOR COVID-19**

<https://www.worksafenb.ca/safety-topics/covid-19/covid-19-what-you-need-to-know/>

<https://www.worksafenb.ca/media/61016/embracing-the-new-normal.pdf>

### **ON MARKET DAY:**

There is an entrance screening process for the public, vendors and their staff managed by the Market team. It will be manned by a group of volunteers asking pertinent questions and managing the sign in sheets.

## 2.0 ORGANIZATION

### 2.1 Vision:

**The Bouctouche Farmers' Market has a bold vision: *We strive to be the Model Rural Market of Atlantic Canada!***

From the ashes of the fire that destroyed the Market in July 2015, arose a progressive social enterprise with new leadership and commitment to redevelop a new dynamic market and local food hub. A new Bouctouche Farmers' Market opened in July 2018 with modern facilities, a demo kitchen and local food boutique.

While building on the Slow Food principles of Good, Clean and Fair food for all, the Bouctouche Farmers' Market is a catalyst for community change, food education and capacity-building.

We are also leading with bold and innovative Zero Waste management tools that will bring our growing market community on an enjoyable, educational and practical journey towards a Zero Waste Farmers' Market Model, with a regenerative spirit while reducing our collective "Food-Print" in the area.

### 2.2 Mandate:

The purpose of the Bouctouche Farmers' Market (BFM) 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. The Bouctouche Farmers' Market fosters a positive environment that promotes local food and enhances education and awareness around food security for residents and visitors to the Kent region.

### 2.3 Governance:

- a) The BFM facility is leased by The Town of Bouctouche Inc. and the day-to-day operations of the Market are managed by the Management Committee of the Bouctouche Farmers' Market Inc. (herein referred to as the BFM Management Committee).
- b) The Town of Bouctouche shall carry Public Liability Insurance on the market area to protect the market premises and the Management Committee carries Directors & Officers insurance under Bouctouche Farmers' Market Inc.

### 2.4 Management:

- a) **Management Committee** - The Management Committee is comprised of members representing Town officials, vendors and consumers.
- b) **Market Manager** - The Management Committee hires a Market Manager to assist in operating the Market. The responsibilities are to work under the Management Committee to promote the Market 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 attends committee meetings to advise on issues related to the market.
- c) **Vendor Advisory Resources** – The Management Committee may seek guidance from external resources, such as other neighboring markets and la Société Culturelle de Kent-Sud (SCKS) during the vendor recruitment and selection process as well as advice on vendor-related matters throughout the market season as deemed necessary.

## 3.0 LOCATION, SEASON, and CANCELLATION

### 3.1 Location:

The Bouctouche Farmers' Market site is located at 9 Irving Boulevard in Bouctouche, NB E4S 3J3.

### 3.2 Season, Dates and Hours:

**REGULAR SEASON:** Saturdays from May 22<sup>nd</sup> – October 16<sup>th</sup> (22 weeks) - 8:00am - 1:00pm  
**FALL MINI MARKETS:** Saturdays from October 23<sup>rd</sup> – November 27<sup>th</sup> (6 weeks) - 10:00am - 12:00pm  
**CHRISTMAS MARKET:** Friday, Dec 3<sup>rd</sup> from 4:00pm - 8:00pm & Saturday, Dec 4<sup>th</sup> from 9:00am - 5:00pm

### 3.3 Early Closing and Cancellation:

- a) The Bouctouche Farmers' Market is open «rain or shine». However, the Market may close early or be cancelled (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.
- b) Early closing may occur as a result of various safety concerns and will be at the discretion of the Management Committee.
- c) 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.
- d) 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 kiosk fee credits or to add an extra market day to the season.

## 4.0 ELIGIBLE VENDORS

### 4.1 Producers / Vendors

#### ***Locally produced, locally-sourced and homemade products (Make it, Bake it, Grow it!)***

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.

**Please note: No reselling of products or selling of network marketing products.**

#### 4.2 **Residency:**

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

#### 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., Canada Day, Acadian Day, The Mollusk Festival, The EcoFestival, etc).

## 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 includes, 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 handmade 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 for a sweater, the wood for a carved craft).

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

- Craftsmanship;
- 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 Food:**

Prepared food and ready-to-eat food vendors must provide quality food prepared by the vendor using as many local ingredients as possible to offer customers a varied and interesting selection. All food-related vendors must comply with the NB Guidelines for Food Premises at Public Markets. They are also responsible for applying for a NB Food Premises license and must provide a copy to the Market Manager.

The following are key considerations for Prepared Food Vendors at the Bouctouche Farmers' Market:

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

#### ***REFER TO SECTION 10 – Food-Related Permits, Licenses & Certifications***

#### 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 their products are compatible 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 to promote educational and community initiatives or events based on space 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 guest presenters in a special event. The person applying will be held responsible for leaving the kiosk in the same condition as received. There may be an applicable kiosk fee for this space.
- c) **Musician 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 student vendor fees may apply to support student entrepreneurship initiatives.



## 6.0 APPLICATION AND SELECTION PROCESS

### 6.1 Vendor Agreement:

All applicants interested in becoming a vendor at the Bouctouche Farmers' Market shall complete a "Vendor Application" form, which is made on an annual basis. Signing of the Vendor application form confirms that the Vendor agrees to 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 selection 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 separate vendor agreement form must be signed by the Vendor and the Market Manager prior to the start of the season. This becomes the BFM Vendor contract, outlining the terms and conditions of vendor participation for the season.
- c) A vendor may change product category, but shall conform to all rules pertaining to that category and needs to be approved in advance (refer to section 6.4).

### 6.2 Review & Jurying:

The completed Vendor Application is reviewed by the Market Manager in accordance with the rules and regulations as outlined in Sections 4 and 5. All products to be offered for sale shall be reviewed to ensure they are indeed produced by the applicant, are of high quality and are compatible with the other products sold at the market. Advice and feedback may be sought from external advisory sources during the evaluation process.

### 6.3 Approval:

The 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 application or products.

### 6.4 New Products:

A product database shall be created for each approved vendor. 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.

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**. Photos and samples may be required for new products.

### 6.5 Special Markets: Any Special Market (Acadian Day, Fall Mini Markets, Christmas, etc.) may have its own application and selection process.

## 7.0 KIOSK ALLOCATION

### 7.1 Size of kiosk:

The size of kiosks is pre-determined by the BFM layout at the time and will be allocated depending on Market priorities and space requirements of the vendors.

**Inside Space:** There are permanent kiosks with sinks, cabinets and electrical outlets that are over 10 feet in size. There are also flexible spaces which can vary in size, usually 8' x 9' and 10' x 10'.

**Outside Space:** Kiosk space is usually determined by the standard tent size (10' x 10').

### 7.2 Space Limitations:

Vendors are normally limited to a single kiosk space. Vendors may apply for multiple spaces, but allocation depends on the space available at the time. Special kiosk 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 Kiosk Sharing:

A kiosk may 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) Shared kiosks may be subject to a higher rate.

### 7.4 Space Allocation:

Kiosks will be allocated on a seasonal basis, with full-season vendors, receiving priority. Fruit & Vegetable Producers, Meat and Seafood vendors and Prepared Foods/Ready-to-eat vendors may be given the option of priority locations for ease of accessibility. The Market Manager will assign the kiosks considering the vendor mix and may allocate space in designated areas for seasonal and casual vendors, 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 repair & maintenance work).

### 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 help offset 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 as well as weekly kiosk fees. 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.

### 8.1 Annual Registration Fee:

An annual registration fee of \$30 will be charged to all types of approved vendors participating in the 2021 season, including full-season and occasional vendors as well as Sarriette Boutique vendors. A separate registration fee applies to the Christmas Market.

### 8.2 Weekly Kiosk Fees:

- a) Inside: Weekly kiosk fees are based on the type of kiosk and the square footage for inside vendors. Use of electricity is extra. Preference is given to full season vendors. There will be a 10% premium charge for occasional vendors.
- b) Outside: Weekly kiosk fees are based on (10'X10') tent size. The fees are \$35/week for full-season vendors and \$45/week for occasional vendors. Use of electricity is extra.

\*REFER TO APPENDIX A - VENDOR FEE STRUCTURE DETAILS FOR 2021

### 8.3 Electricity Usage:

There is a weekly charge for electricity for each type of appliance used:

- a) Small (\$3/week)
- b) Large (\$5/week)

### 8.4 Food Preparation – Facilities Usage:

There is a separate charge for rental of the Market Kitchen or additional usage of vendor kiosk space for food preparation in advance of Market day.

### 8.5 Tents, Tables, Scales:

Vendors are responsible to bring their own tents, tables, scales, etc. A certain number of tents will be available to vendors for rental. Tent rental fees are \$15 per Saturday, which includes set-up, dismantling and securing tent weights. Vendors who have their own tents are responsible for setting them up and having them securely fastened at all times with a method of tent tie-downs approved by the Market Manager.

### 8.6 Payment Method:

Vendor kiosk fees are to be paid at the beginning of each month, by cheque, cash or e-transfer.

#### a) Full season vendors:

Fees are payable once a month on or prior to the first Saturday of the month.

- o May (2 weeks), to be paid by May 3<sup>rd</sup>
- o June (4 weeks), to be paid by June 5<sup>th</sup>
- o July (5 weeks), to be paid by July 3<sup>rd</sup>
- o August (4 weeks), to be paid by August 7<sup>th</sup>
- o September (4 weeks), to be paid by September 4<sup>th</sup>
- o October (3 weeks), to be paid by October 2<sup>nd</sup>

- b) **Occasional vendors**: Fees must be paid prior to set-up on the day of market attendance.
- c) **10% premium**: A 10% premium fee will be charged at the start of the season to vendors that may not be attending the full season. IF the vendor completes the season, the 10% will be reimbursed. This premium may also apply to new vendors who are trying the market out and who may not be committed to the full season.
- d) **Non-sufficient funds (NSF)**: Banking fees for returned cheques will be charged back to the Vendor and an extra \$25 handling fee may apply.

### 8.7 **Refund Policy:**

Registration fees and kiosk fees are non-refundable. A minimum of 4 weeks' notice is required to make changes in the vendor attendance schedule and will be charged if the vendor leaves prior to completing their signed vendor contracts. Vendors are also 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:**

Kiosk fees may be changed at any time, and after a period of notice extending over four (4) successive Market weeks notwithstanding that a vendor may have paid in advance for a reserved kiosk 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.

### 8.9 **Market Dollars:**

The BFM issues Market Dollar coupons (\$5 value) for promotional purposes. Consumers may redeem them at any vendor kiosk for par value on product purchases. The vendor will then be reimbursed at the end of the Market day by the Market office.

## 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 contract. The Management Committee reserves the right to appoint a market representative 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, staff, volunteers, fellow vendors and customers. The BFM will not tolerate verbal or physical abuse or any other form of intimidation at the Market.
- b) Vendors must remain in their own kiosk 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 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 who 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 kiosk fees prior to the start of the season or the kiosk space will not be reserved. Kiosk fees must be paid prior to the first market day of each month. Occasional vendors must notify the Market Manager as to which dates, they wish to attend and pay prior to set up.

### 9.5 Attendance & Punctuality:

#### a) Full Season Vendor Attendance:

Full-season vendors receive a preferred rate compared to occasional vendors for committing to attend the full season market, instead of on a week-by-week basis, and are thus expected to have proper representation throughout the market season.

#### b) Punctuality:

Late arrivals and early departures disrupt the market operation, annoy customers and can become a safety issue.

#### **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):

- arrived at market;
- completed setting up their kiosk;
- moved their vehicle out of the customer areas; and
- 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 kiosk to another vendor for the day.*

#### **EARLY DEPARTURES**

Vendors must keep their kiosks 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.

#### c) End of Market Day Dismantling:

All vendors must dismantle their kiosks and leave the market area no later than sixty (60) minutes after the market closes.

d) **Warnings:**

A vendor who consistently arrives late, leaves early or who does not respect the attendance regulations, shall receive formal warnings and will be required to justify the reasons and explain why their vendor contract should not be terminated.

- 1<sup>st</sup> time - receive a verbal warning by the Market Manager;
- 2<sup>nd</sup> time - receive a written notice;
- 3<sup>rd</sup> time - brought to the attention of the Management Committee.

9.6 **Product Information and Quantities:**

a) **Product Information:**

Any written or spoken information on product features and production processes conveyed by the 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 NB (Kent, Westmorland, Albert) can have the word "Local" placed in appropriate places (e.g., price tags, price lists, personalized stickers or signage).

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 Producers:**

If a producer advertises as being organic, they must show proof of certification by a recognized organic certification body 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 appropriate unit or legal container, such as by bushel, 4-liter basket, quart, pint, etc. The scale has to be government inspected, with a valid inspection 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; i.e., produce in season.

9.7 **Signage, Displays & Customer Service:**

a) **Signage:**

- All kiosks must be identified with signs (preferably bilingual) that are appropriate, with no mistakes, neat and legible to identify the name of the business and its location. It would be preferable to show an example to the Market Manager to get prior approval.
- The Market Manager has the right to ask Vendors to remove inappropriate signs or place their signage in another manner.
- Vendors and their staff are encouraged to wear name badges, if possible.

b) **Displays:**

- Vendors must display their products offered for sale in the most attractive manner as possible. If products are of low quality or improperly labeled, the Market Manager will have the right to have them withdrawn. Such decisions by the Market Manager will be reported to the Management Committee.
- Vendors are responsible for providing all display materials as well as setting up and tearing down any displays. All kiosks should have an attractive and professional appearance, enhanced with proper presentations, and clean table cloths that cover the front of their tables. 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 the vendor's kiosk and kept out of sight.

c) **Customer Service:**

- Vendors need to be standing, engaged and ready to serve clients. Chairs are not permitted, only high stools to rest your back or feet if necessary. Please refrain from spending time on your cell phone or tablet unless absolutely necessary for business. It makes vendors appear distracted and not interested in clients.
- Please be attentive to your clients but do not engage in lengthy conversations that could limit traffic flow. There should not be people hanging out at your kiosk. There should only be yourself and if you have a helper, working at your kiosk.
- Also, vendors should not be eating at their kiosks.

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, unit, quantity).
- b) Vendors must present fair market value prices in their product category. Vendors can't sell below cost of production.
- c) Vendors will refrain from distress pricing nor will they reduce prices at the end of the market hours.
- d) 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) Specified areas should be used for unloading activities. Vendors should unload in such a way as to avoid obstructing the flow of traffic, view or sales of other vendors. Vendors may park **temporarily** in the public parking lot for unloading purposes, but must **NOT** leave engines running during this time. Vendors must remove their vehicles **no later** than **30 minutes prior** to the start of the market.
- b) Vendors must park in designated areas and leave prime parking spots clear for customer parking. The designated parking for each vendor, depending on their need during the market, will be specified by the Market Manager in the Vendor agreement prior to the market season.
- c) Vendors who do not respect parking regulations will receive formal warnings (same as section 9.5.d).

## 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 site. 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 Bouctouche Farmers' Market Inc. and its employees are in no way responsible for the quality of any vendor's product sold at the Bouctouche Farmers' Market, nor do they accept the responsibility for loss of or damage to the goods left by a customer or any other person in the custody of a vendor. 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 kiosk 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 kiosks are required to have an appropriate fire extinguisher at their kiosk at all times.

### b) **Children**

Vendors who bring their children at the market, must be responsible for their whereabouts and their security at all times. It is strongly encouraged that if you bring your children, it is with the intention that they are there to learn as your apprentice and must remain with you at your kiosk at all times.

### c) **Alcohol and drugs**

No alcoholic beverages or drugs 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 kiosk areas.

### e) **Live Animals**

Pets are not permitted at the market under any circumstances; except guide dogs.

### 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 & CERTIFICATIONS

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

Every person handling food related- 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 to foods.

Food Preparation vendors are required to have a good understanding of food safety principles and to obtain the following:

### 10.1 Food-related Permits & Licenses:

Vendors are responsible to obtain all necessary licenses, permits, inspections and certificates for the sale of their food products. They must also post these in a visible area at their market kiosk and give a copy to the Market Manager.

Refer to New Brunswick Department of Health – Food Premises License

[https://www2.gnb.ca/content/gnb/en/departments/health/services/services\\_renderer.2997.Food\\_Premises\\_Licence.html](https://www2.gnb.ca/content/gnb/en/departments/health/services/services_renderer.2997.Food_Premises_Licence.html)

### 10.2 Food Handling Training & Certification:

In order to make the market a safe and reliable place to shop, vendors selling food products are required to complete the "Food Handling" training certification which is required by the NB Department of Health. Vendors must put their certificate on display at their kiosk.

[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)

### 10.3 Other Food-related & Farm Products:

Each vendor with other food-related products 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.).

## 11.0 BFM ZERO WASTE MANAGEMENT PLAN

The Bouctouche Farmers' Market is creating a model that strengthens a sustainable food system from producers to consumers while being kind to the environment. As such, the Bouctouche Farmers' Market (BFM) is committed to reducing its waste despite the growing trade of our vendors and producers and the increased popularity with consumers and visitors.



Our goal is not only to reduce the amount of waste produced on site during market days and special events, but also to help vendors, shoppers and local residents to learn and adopt Zero Waste principles in their homes, businesses and the general community. The model rural market setting will also stimulate new circular economy opportunities through the reuse of materials and upcycling of used materials.

### 11.1 The BFM Zero Waste Model

The BFM Zero Waste Model has a progressive scale of impactful actions in 5 key areas to achieve long term results:



- 1) **Education:** Video & podcast series, Communication tools, Social media, The Flavorful Kitchen food waste demos & recipes, Presentations and workshops, Children's educational programming, Mobile Education Centre, Green Brigade & Waste Sorting Stations, hosting Zero Waste Fairs and Zero Waste Film Series.
- 2) **Prevention:** Get Real Dishes Program, Bring Your Own Containers (BYOC) campaign, Market reusable bag initiative (One of a Kind), Vendor Training Program, eco-friendly packaging.
- 3) **Managing Current Waste Streams:** Waste sorting stations, waste audits, BFM system of waste collection and disposal.
- 4) **Reusing and Upcycling:** Encouraging value-added transformed products (BFM Sarriette and BFM vendors), circular economy opportunities, gleaning programs.
- 5) **Composting:** Teaching composting, compost collection and sharing initiative.

## 11.2 Waste Management Responsibilities of the Vendors

Vendor participation in the BFM Zero Waste Model is strongly encouraged and vendors are invited to assess the amount and type of waste that they produce and consider how they can support the Market's initiative.

Vendors are strongly encouraged to eliminate as much waste as possible through their own operations in addition to re-directing waste, eliminating non-reusable packaging, using re-usable containers and the Get Real Dishes Service when possible.

- a) **Vendor Waste Management Plans:** Vendors are encouraged to assess their own waste management options in the context of their production process and product offering in the market setting.

The BFM will work with each vendor to set goals and help determine transition steps to developing the best eco-friendly options for their products.

### ***What is your current situation?***

- *What type of waste do you usually produce during a regular Market?*
- *Do you use non-recyclable items such as?*
  - *Plastic bags*
  - *Plastic plates and cutlery*
- *Do you have access to eco-friendly options?*
- *What are your major obstacles?*
- *What changes are you willing to commit to this year?*
- *Are you interested in participating in our Get Real! Real Food! Real Dishes! Program?*
- *Would you be interested in a purchasing group to access eco-friendly packaging options?*
- *Would you like to explore upcycling opportunities?*

- b) **Vendor Training & Coaching:** There will be additional resource information available to vendors to help guide their planning efforts. Training and coaching sessions will also be organized.
- c) **Circular economy and upcycling opportunities:** the BFM Zero Waste Model fosters vendor creativity in exploring ideas and new uses for primary ingredients and supplies, particularly in the area of food scraps. The BFM could host further training and coaching opportunities to help develop new market opportunities. The Sarriette Boutique is continuing to grow its own line of transformed value-added food products to build the social enterprise side of the Market.
- d) **Vendor Waste:** Vendors must manage the waste and rubbish generated at their kiosks during the Market. At the end of the day, vendors must either bring their waste back with them or have it properly sorted and placed in the waste sorting station provided for the vendors. Please do not mix with the consumer sorting stations as we will be conducting waste audits on a regular basis. 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.
- e) **Waste Sorting:** The Market is implementing waste sorting stations and enforcing proper sorting of waste (blue, clear and green). Consumers will be directed to the waste sorting stations where proper signage will help them to sort their garbage. A Green Brigade (team of volunteers) will be in attendance at the sorting stations and will help with waste audits to reduce the amount of contamination in the blue (recyclables) and green (organics) bags.

- f) **Market Tote Bags** – Consumers are encouraged to bring their own tote bags to the market to carry their purchases. There will be reusable Market tote bags (locally made with recycled burlap) for sale at the Sarriette Boutique. There will also be a 2<sup>nd</sup> option with second-hand thrift bags for a low price. The general use of plastic bags is not encouraged by the Market but they may still be needed for certain products to prevent contamination (i.e., meat, seafood). Paper bags are a better option, if possible. The BFM team will continue to look into other eco-friendly options.
- g) **Reusable containers:** The “Bring Your Own Containers (BYOC)” campaign will encourage consumers to bring their own containers (jars, bottles, cups, mugs and reusable glass or plastic containers). Vendors are encouraged to offer an incentive (discount) on purchases to customers who bring their own containers to be filled at the Market (particularly for prepared food, offset by the reduced cost of packaging).
- h) **Packaging:** The Market encourages vendors to reduce the amount of packaging used and when possible to use recyclable or compostable containers. BFM is seeking feasible eco-packaging options for vendors and will try to organize bulk purchasing of packaging for vendors.
- i) **Food service vendors:** Vendors are encouraged to find more eco-friendly options for serving food, including plates, containers, cutlery, boxes, etc. There may be bulk purchasing opportunities for vendors. Encouraging consumers to bring their own containers and using the Get Real Dishes Service provides good options to reduce the necessary supplies for food vendors.
- j) **Get Real Dishes Service:** The ‘Get Real! Real Food! Real Dishes!’ initiative is based on the theme of REAL FOOD served on REAL DISHES for REAL PLEASURE. The Market has a collection of real dishes, cutlery and cups available to customers eating at the Market. The dishes are then collected at a designated Waste Sorting Station and then washed in the commercial dishwashers by the BFM Green Brigade. There may be an applicable fee for vendors to use this service in the future (offset by the reduced cost of packaging).
- k) **Composting Initiative:** Proper sorting and composting education are the basis to ensure that organic matter originating at the Market has the optimal use. With a focus on Zero Food Waste, the BFM can become a champion in Reducing our collective "Food-Print" by educating consumers in their own spheres of action and helping vendors in developing value-added opportunities in the local food production cycle. In addition, the quality of the green sorting bags at the Market will improve and ultimately lead to a small onsite composting system.

***We thank you for your cooperation in this very important program. Together we can make a difference.***

**The BFM Team!**

# **APPENDIX A –**

## **VENDOR FEE STRUCTURE FOR 2021**

**Bouctouche Farmers' Market**  
**Registration & Stall Fees**  
**2021**



**Marché des fermiers de Bouctouche**  
**Frais d'inscription et de kiosques**  
**2021**

**REGULAR SEASON**

**SAISON RÉGULIÈRE**

<b>Registration Fee - \$30.00 (all vendors)</b>
<b>Weekly Stall Fees (based on weekly pricing)</b>
<b>OUTSIDE</b>
Tent Space - 10' x 10' = \$35/week (Full Season)
Tent Space - 10' x 10' = \$45/week (Occasional)
<i>*see tent rental fees and electricity costs in separate section below</i>
<b>INSIDE BUILDING</b>
<b>Non-permanent</b>
<b>Less than 100 sq/ft: \$.62 sq ft with minimum total</b>
8' X 9': \$45/week *
8' X 10': \$50/week *
<b>100 - 200 sq/ft = \$.53 sq ft</b>
Bay 10' x 10' (100 sq/ft): \$53/week
<b>200 &amp; more sq/ft = \$.48/sq/ft</b>
<b>Permanent</b>
<b>100 - 200 sq/ft = \$.55 sq ft</b>
Starts at \$60/week *
<b>200 &amp; more sq/ft = \$.48/sq/ft</b>
<b>* Premium Fee for Occasional Vendors</b>
<i>A 10% premium fee will be charged at the start of the season to vendors that may not be attending the full season. IF the vendor completes the season, the 10% will be reimbursed. This premium may also apply to new vendors who are trying the market out and who may not be committed to the full season.</i>
<i>*Some extra costs apply for prime corner spaces</i>
<b>OTHER:</b>
<b>Tent rental</b>
Tent - \$15/wk (includes weights and installation)
<b>Electricity</b>
\$3/wk for small appliances
\$5/wk for large appliances
<b>NGO / Community Space</b>
\$20/wk
<b>Student Business</b>
\$20/wk
<i>***All prices are subject to HST - not included in the pricing</i>

<b>Frais d'enregistrement - 30.00\$ (tous les marchands)</b>
<b>Tarifs hebdomadaires de kiosques (basé sur les prix hebdomadaires)</b>
<b>EXTÉRIEUR</b>
Espace de Tente - 10' x 10' = 35\$/semaine (Pleine saison)
Espace de Tente - 10' x 10' = 45\$/semaine (Occasionnel)
<i>*voir les frais de location de tente et les frais d'électricité ci-dessous</i>
<b>INTÉRIEUR DE L'ÉDIFICE</b>
<b>Non permanent</b>
<b>Moins de 100 pi/ca = .62\$/pi/ca avec un total minimum</b>
8' X 9': 45\$/semaine *
8' X 10': 50\$/semaine*
<b>100 à 200 pi/ca = .53\$/pi/ca</b>
Baie 10' X 10' (100 pi/ca): 53\$/semaine
<b>200 pi/ca et plus = .48\$/pi/ca</b>
<b>Permanent</b>
<b>100 à 200 pi/ca = .55\$/pi/ca</b>
Commence à 60\$/semaine *
<b>200 pi/ca et plus = .48\$/pi/ca</b>
<b>* Frais de prime pour marchands occasionnels</b>
<i>Une prime de 10% sera applicable au début de la saison pour les marchands qui ne seront pas engagés à la pleine saison. Si le marchand participe à la pleine saison, les frais de 10% seront remboursés. Cette prime peut également s'appliquer aux nouveaux marchands qui essaient le marché et qui ne sont pas engagés pour la pleine saison.</i>
<i>*Des frais additionnels peuvent s'appliquer pour des espaces de choix</i>
<b>AUTRES :</b>
<b>Location de tente</b>
Tente - 15\$/ sem (inclus pesées et installation)
<b>Électricité</b>
3\$/sem pour les petits appareils
5\$/sem pour gros appareils
<b>OSBL / Espace communautaire</b>
20\$ /sem
<b>Entreprise étudiante</b>
20\$/sem
<i>***Tous les prix sont assujettis à la TVH - non inclus dans le prix</i>