

## Bulkley Valley Farmers' Market Rules

### Definitions:

“BVFMA” means the Bulkley Valley Farmers' Market Association

“Board” means the board of directors of the BVFMA

“Manager” means the manager of the BVFMA market hired by the Board

“Market” means the Bulkley Valley Farmers' Market

### To Become A Vendor

- ✿ An individual must be a current, voting member of the BVFMA.
- ✿ The member may vend using a farm, business, corporate or organization's name that they are legally entitled to use, but in that case, that name must be included in their application.
- ✿ The member must complete an application (copy attached) and submit it to the Board or its designate for consideration and approval before beginning to vend.
- ✿ A new application must be submitted each year, although a copy of a previous application (with amended dates) is acceptable if there are no other changes.
- ✿ If their application is approved by the Board, the vendor may sell any approved items for the duration of that Market year (January 1<sup>st</sup> to December 31<sup>st</sup>).
- ✿ If the vendor wishes to add items to their stall that were not on their initial application, they must submit a request to the Board and not sell the new item(s) until they are approved. This includes changes to any aspect of their production that would affect their eligibility to attend the Market (*For Example:* moving outside our catchment area, using more purchased inputs and fewer home-grown or home-made inputs).

### Vendors Must:

- ✿ abide by these rules and by the decisions of the Manager that may be made from time to time to ensure the smooth operation of the Market
- ✿ comply with all applicable laws, regulations, and rules regarding the sale of their product (including those from Northern Health), especially if they are selling food
- ✿ only sell items that have been approved for sale by the Board or its designate
- ✿ not engage in blatantly disrespectful behaviour or offensive language

### Market Day:

- ✿ arrive at the Market no later than 30 minutes prior to the Market's opening time
- ✿ arrive at the Market no earlier than 75 minutes prior to the Market's opening time
- ✿ set up their stall in the area allocated to them by the Manager
- ✿ not sell product before the Market's opening time, except to other vendors
- ✿ be prepared to pay all fees owed for the day at the beginning of the Market day
- ✿ keep all product, displays, signs, et cetera within the boundaries of their rented space unless prior permission has been obtained from the Manager
- ✿ make all reasonable efforts to keep the Market safe
- ✿ display a sign with their name (personal, farm, or business) and their general location (e.g. “Smithers” or “Houston”)
- ✿ not claim their products or farm are “organic” or “naturally grown” unless they have and display the appropriate Canadian certification for such a claim; however, descriptions such as “grown using organic methods, ask us for details” are encouraged
- ✿ not dismantle their stall or leave the Market area before the Market's closing time unless they are sold out of product, in which case they must leave in a manner that causes minimal disruption to the Market
- ✿ clean up their stall and surrounding area before leaving the Market for the day
- ✿ take their own garbage away from the Market site (not depositing it in the Town or Central Park receptacles)

### Vehicles:

- ✿ have their vehicle out of the Market area (or parked in a designated space within the Market area) at least 15 minutes prior to the Market's opening time

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- ⊗ park vehicles in designated areas so that customer parking is maximized
- ⊗ not have a moving vehicle within the Market area during the hours the Market is open

### **Miscellaneous Issues:**

- ⊗ not offer for sale: pets, livestock, or used items
- ⊗ not “dump” product by selling it at significantly below fair market value
- ⊗ not collude with other vendors to raise or lower prices, or to pressure other vendors to raise or lower prices
- ⊗ be courteous to other vendors, the Manager, and the public
- ⊗ not denigrate other vendors, the Manager, or the BVFMA where customers might reasonably hear
- ⊗ properly supervise children at all times
- ⊗ not bring dogs into the Market area (except service dogs)
- ⊗ not smoke in the Market area
- ⊗ erect and dismantle BVFMA's canopies with care (use multiple people if possible, please)
- ⊗ provide the Manager with a current phone number, address and, if possible, e-mail address
- ⊗ inform the Manager within one week of a change to their address/phone/e-mail
- ⊗ be aware that the BVFMA insurance covers accidents that may occur at the Market, but does not cover product liability or theft, and may not provide all of the coverage that an individual vendor may require (vendors are welcome to review a copy of the BVFMA's policy and are strongly encouraged to have their own insurance)

### **Recommendations to Vendors**

- ⊗ Concerns, suggestions, and disagreements may be brought to the Manager, to a Director, or to the Board at any time.
- ⊗ The BVFMA has a limited number of canopies available to rent. Please request one at the earliest possible opportunity to avoid disappointment.
- ⊗ Not all stalls have access to electricity. If you require power, please be sure to indicate that on your application or notify the Manager as soon as the need arises. The BVFMA does not guarantee that all vendors who desire electricity will be able to access it.

### **Vendor Exclusions**

- ⊗ Anyone presently holding a business license cannot sell at the Market if that business is open on Saturday mornings during Market hours.
- ⊗ Anyone presenting petitions, selling tickets, or carrying out other activities inconsistent with the objectives of the BVFMA will not be permitted at the Market.
- ⊗ A booth can be rented to provide information or education, provided it is not political, religious, or a subject of controversy, that it fits with the flavour of the Market, and with the following additional conditions:
  - the renter must be a local not-for-profit organization, or a business that is locally owned and operated and that is not a franchise;
  - any particular organization or business may only rent a booth once per season; and
  - the renter may not sell anything at the booth.

### **Fees**

- ⊗ \$20.00/day for one stall, except youth (15 & under) pay \$10.00
  - if a vendor pays for a whole season in advance (outdoor or indoor), they will receive 3 free stall rentals for the season
  - if a vendor pays for ½ a season in advance (outdoor or indoor), they will receive 1 free stall rental
  - outdoor stall = 10' frontage and as far back as is available
  - indoor stall = approximately 8' x 6'
- ⊗ \$15.00/day for canopy rental
- ⊗ \$3.00/plug/day for 110 volt electricity
- ⊗ \$6.00/plug/day for 220 volt electricity

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- ☼ At or before attending their first Market day,
  - a. For the outdoor season: each vendor must provide a deposit equal to the total rent they would owe for 4 Market days, and this deposit must be replenished (using the same formula) each time it reaches zero.  
For example: one stall x \$20 x 4 = \$80, or (a double stall + one 110 plug) x 4 = \$176
  - b. For indoor season: same as above but for 2 Market Days
  - c. With special permission of the Board, deposit to be determined (e.g., occasional market vendors).

### Refunds & Cancellations

- ☼ If a vendor has a medical, family, or farm emergency, the stall fee will be refunded or paid forward on the first occasion and may be refunded or paid forward on subsequent occasions at the Manager's discretion.
- ☼ If a vendor has paid for a season (outdoor or indoor) and:
  - becomes incapable of attending, the remaining unused fees will be refunded;
  - decides not to continue attending, they may apply to the Board for a refund of the unused fees and the Board will exercise its discretion as to whether a refund is fair.
- ☼ If a vendor notifies the Manager by noon on Wednesday that they will not be attending the next Market, their fee will be refunded or paid forward if another vendor takes over that space.
- ☼ All other cancellations will not result in a refund, but vendors are strongly encouraged to notify the Manager as soon as they know they will not be attending so that he can reallocate their space.
- ☼ If a vendor is not at the Market by 30 minutes before the opening time, their stall may be given to another vendor. Their stall fee will not be refunded (subject to the 'emergency' clause above).

### What Can Be Sold At The Market

In order to be sold at the Market, an item must fall into one of the following categories:

- a) Grown, Baked, or Made by the vendor, and the vendor is producing the item at a location between Prince Rupert and Prince George; or
- b) Grown, Baked, or Made by the vendor, and there are no producers of the item between Prince Rupert and Prince George, and the product is otherwise a good fit with the objectives of the market (eg. seafood); or
- c) with special permission from the Board, a service provider whose service is a good fit with the objectives of the Market; or
- d) with special permission from the Board, ready-to-eat food that is a good fit with the objectives of the Market; or
- e) with special permission from the Board, any other item the sale of which furthers the objectives of the Market.

A vendor may sell another vendor's approved product if:

- a) it doesn't comprise more than 10% of their display space; and
- b) appropriate signage and informational materials are clearly displayed.

"Grown" means:

- a) the producer has grown, from seed or cutting, the plant that is sold or from which the product is harvested; **or**
- b) the producer has grown to at least double its size, from a purchased seedling, the plant which is sold or from which the product is harvested; **or**
- c) the producer has raised the animal from which the product is derived from at least half of its life (e.g. meat, eggs, dairy, honey); **or**
- d) the wildcrafter has harvested the product from within the geographical boundary of permitted products at the Market (e.g. mushrooms).

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“Baked” means:

- a) the producer has utilized basic ingredients, not purchased pre-mixed or pre-made components; **and**
- b) the product complies with the “Made” criteria.

“Made” means.

- a) the producer has taken basic components and combined them with skill to create a whole new material or substance (e.g., soap); **or**
- b) the producer has taken basic components and applied skill to create a new item such that the appearance of the components themselves is substantially altered, and the value of the original components is substantially increased (e.g. knitted items, candles); **or**
- c) the producer has taken purchased components and applied artistic vision and skill to craft unique finished items, and the value of the original components is substantially increased; **or**
- d) an artist may sell reproductions of their own original creation if the original fits in one of the following categories:
  - i. photograph
  - ii. painting
  - iii. graphic design
  - iv. sketch.

An item is not “Made” for the purpose of the Market if a vendor has:

- a) purchased components and assembled them; or
- b) purchased a product and altered it without unique artistry; or
- c) purchased a product and uniquely altered it, but the alteration does not substantially increase the value of the product as it was prior to the alteration.

“Substantial” increase in value means a minimum of a 50% increase (e.g., if cost of goods was \$10, the final value must be at least \$15).

“Unique” means one of a kind; acknowledging that an artist may produce multiple versions of a product that vary only slightly.

### Timeline for Applications & Stall Assignments

- ☼ Applications sent at least 6 weeks before the first day of the season (outdoor or indoor) will be processed prior to stall assignment.
- ☼ Applications sent less than 6 weeks before the first day of the season (outdoor or indoor) will be processed after initial stall assignment, and any vendors approved will be given stalls on a first-come-first-served basis from those stalls that remain.

### The Assignment of Stalls

- ☼ The Manager will be solely responsible for assigning stalls; however, he may apply to the Board for clarification or direction at any time.
- ☼ Vendors may share a stall and split the rental fee, in which case all Rules apply to both vendors.
- ☼ The Board reserves the right to assign a stall or stalls to particular vendor(s) in order to achieve the objectives of the Market. *Example:* to provide a space for a “Young Farmers” booth.
- ☼ No vendor can have a stall assigned that interferes with the logistics or safety of the Market (e.g., power and parking).
- ☼ The following Rules will be used in all other cases to assign stalls for the OUTDOOR season:
  - first priority to the vendor who had the stall(s) for the majority of the previous outdoor season;
  - second priority to the vendor who had the stall(s) for the balance of the previous outdoor season;

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- third priority to the vendor who attended the most Market days in the previous two years; and
- fourth priority to the vendor who books and pays for the entire outdoor season.
- ✿ Vendors may wish to rent additional stall space and such requests will be honoured if the space is available.
- ✿ The following Rules will be used in all other cases to assign stalls for the INDOOR season:
  - first priority to the vendor who attended the most Market days in the previous two years;
  - second priority to the vendor who attended the most indoor Market days the previous year; and
  - third priority to the vendor who books and pays for the entire indoor season.
- ✿ Vendors at the indoor Markets may only have one stall space except if extra space is available then:
  - farmers will be given first priority for an extra stall; and
  - vendors who will be attending the entire indoor season will be given second priority for an extra stall.
- ✿ A special sub-set of vendors exists – those who only wish to attend the Market for a few weeks before Christmas. They will receive stalls after farmers and vendors attending the whole indoor season have all the space they require.
- ✿ Christmas Bookings – vendors must pay at the beginning of the indoor Market season if they wish to have additional stall space during the Christmas season. This payment is non-refundable.

### **Disagreements**

Should a disagreement arise between the Manager and a vendor, or between vendors, that cannot be resolved by discussion between those parties, either party is encouraged to approach the Board and ask for assistance to resolve the matter. If a party is not comfortable with this approach, there is provision in the by-laws to call a general meeting of the BVFMA.

### **Enforcement of the Rules**

The Manager has on-site authority to enforce all the Rules of the Market. If a vendor does not abide by all the Rules, the Manager may take any action appropriate, including forfeiting a portion of the deposited fees, and up to barring the vendor from selling that day. The Board may decide to bar the vendor from subsequent Markets, to cancel their membership for that year, or bar them in perpetuity. A vendor may appeal any decision in writing to the Board. If unsuccessful, a final appeal can be made to the membership at a general meeting.