

# RULES & REGULATIONS

## VISION

The Mabou Farmers' Market Cooperative is a thriving community space and an essential outlet for local farmers, food producers, crafters, and artists to safely engage with the wider community and sell their products directly to consumers.

## MISSION

To provide a safe and supportive venue for our vendors to sell their products directly to consumers.

To offer a fun, family-friendly environment where the public can support the local economy by purchasing a wide range of locally made products.

## ALL VENDORS PARTICIPATING IN THE MABOU FARMERS' MARKET MUST ADHERE TO THE FOLLOWING RULES AND MARKET BYLAWS:

You can download a copy of the 2021 Mabou Farmers' Market Rules and Regulations [here](#).

### Location, Hours, and Seasons of Operation:

Our summer market is held on Sundays at the Mabou Arena from the first Sunday in June, through to the Sunday of Thanksgiving Weekend. Our Holiday market is held on a Sunday in early December at Dalbrae Academy.

### Vendor Categories

*To address public health restrictions in place due to Covid-19, changes to eligibility criteria for Regular Vendors have been made for the 2021 market season.*

**Regular Vendor (AKA 'Voting Member'):** Attending the market as a vendor for 15 weeks in **2019 and/or 10 weeks in 2020** and payment of the annual membership fee qualifies that vendor as a voting member of the mar-

ket. Status as a voting member entitles vendors to a vote in market business at the AGM, and to stand as a member of the Board of Directors. Each registered vendor shall have one vote. Voting members also have an option to pay their table fees monthly, at a reduced rate (see **Table Fees**).

**Non-voting Regular Vendor:** Attending the market as a vendor for 15 weeks in **2019 and/or 10 weeks in 2020** and **NOT** paying the membership fee will still allow that vendor to return the next year as a regular vendor, so long as they remain in good standing. However, **not paying the membership fee** will deny them the option to pay by the month at a reduced rate (see **Table Fees**). It will also deny them the opportunity to vote during the next AGM or stand on the board of Directors.

**Casual Vendor (Non-Voting):** If a vendor did not attend 15 markets in **2019 and/or 10 weeks in 2020**, or is a new vendor, they will be considered as a casual vendor. Casual vendors do not have voting rights, and cannot receive monthly payment discounts for their tables.

### **Application Deadline:**

Vendors must submit a new application to attend the market each year. In order to guarantee a vendor a place at the market, their application must be approved in advance of the market season.

**\*\*\* The deadline for submission of applications is April 30th \*\*\***

Applications received after April 30th will be added to a waiting list and only accepted on a case-by-case basis.

### **Casual Vendors:**

- Each year, there are a set number of market spaces available for casual vendors. We receive more applications than we can fit in our venue. To ensure fairness, all casual vendors are placed in a rotation.
- Casual vendors wishing to attend an upcoming market must inform the market manager by 11pm on the Monday prior to the market date.
- Responses to weekly attendance requests by casual vendors will be given as soon as possible.
- If a casual vendor attends 15 markets in the current season, they can then apply to become a 'Voting Member' by paying the membership

fee (see **Membership Fees**). This will make them eligible to vote in the upcoming AGM and start the following year as a regular vendor. It will also increase their standing to attend the Holiday Market in December of the same year.

### **Membership Fees:**

- Annual membership fees are \$40 and are due by the vendor's first week at market.
- Membership is effective from May 1 of the current Market year to April 30 of the following year.
- Payments can be made via cash, cheque, debit or credit.
- Please submit cash or cheque payments to the Market Manager at the AGM or during the market day.

**Monthly discounts for table fees will only be available to regular vendors who have already paid their annual membership fee.**

### **Table Fees:**

- Table fees are payable at the rate of \$30 per week.
- Payments can be made via cash, cheque, debit or credit card.
- Please submit cash or cheque payments to the Market Manager during the market day.
- There are currently 7 premium vending spaces in the Mabou arena. They are located at the corners of the entrances and provide a vendor the opportunity to have 2 tables in an "L" shape, with 18' of linear table space. The table fee for a premium space is \$35 per week.
- Voting members may elect to pre-pay their fees by the month, payable the first week of the month and obtain a \$5 discount per week, per table.
- There is a \$5 per table, per week, charge for those using electrical appliances.
- Youth vendor fees are \$15 per week. Youth fees apply to students through grade 12.
- Fees are waived for approved charitable organizations (we reserve the right to limit the number of organizations per week).
- All fees are non-refundable.

### **Setting Up and Taking Down:**

- Vendors are expected to have all merchandise at their table by 10:30 am and remain set-up until the end of the market at 2 pm. Breaking down your display can only begin at 2pm and must be completed by 3pm when the building is locked. Failure to adhere to this schedule may result in loss of your vendor status.
- A vending space of 8 feet x 10 feet is provided for each vendor.
- Each vendor must allow for a corridor to exit their booth area without passing through their neighbour's space.
- Vendors can request multiple spaces in their application but this is subject to approval by the Market Manager.
- All vendors are expected to provide their own table, table covering, and signage.
- All vendors must sweep their space, mop up any spills, and remove any loose debris prior to leaving the market.
- In some cases, tables and other market materials may be left at your vending space with approval from the Market Manager.

#### **Missing Market Days:**

- We ask vendors to please give at least 2 days notice by email to the Market Manager when they will miss a market (see **Vendor Contact Information**).
- Any vendor who books a space with the Market Manager but does not show up at the market must pay the table fee for the space they had booked.
- Any vendor who misses 3 markets without giving adequate notice will be denied a vending space at future markets.

#### **Primary vs. Secondary Producers:**

Vendors at the Mabou Farmers' Market are either Primary or Secondary Producers.

**Primary Producer** : A producer that grows, raises, or forages the raw product for sale in its unprocessed or processed form. For example: honey, vegetables, meat, fruit, flowers, plants and trees.

**Secondary Producer** : A producer that purchases raw materials for local manufacture into secondary products made from 'scratch'. For example: baking, pickles, preserves, woodworking, jewelry, knitting etc.

- We expect our vendors to grow, make, or finish their products themselves.
- Craftspeople must transform their materials into unique products. Purchased fabric, for example, must be dyed or created into something new. Woven and knitted goods are to be woven or knitted by the vendor.
- Photographers are to photograph their subjects themselves.
- Gardeners are to grow their products from seed or cuttings – not to purchase plugs and sell the vegetables grown from them.
- Jewellers are to select their materials and then change them into something new – more than stringing a pendant on a chain or leather.

### **Defining Local:**

All products must be locally made or produced. We loosely define the term 'local' as representing anywhere in Nova Scotia. Ideally though, we prefer products from within a 100 mile (160km) radius of Mabou.

### **Direct Selling:**

All products must be grown or produced by the vendor and sold directly to the consumer. Absolutely no resale, second-hand, or flea-market items are permitted. We do not allow vendors to buy produce from the Valley, and resell in Mabou.

Vendors may carry the products of other local vendors at their table, only if:

- the product is first approved by the Market Manager,
- the products are local and homemade,
- the products are clearly marked as to who made them,
- the products are not in direct competition with an existing vendor. For example: If a vendor wants to sell their neighbours' honey, they can do so as long as there are no other vendors of honey at the market.

### **Fish Traders:**

- Because fishermen and women are often fishing when the market takes place, it is often not a feasible option for them to be at our market.
- Therefore, the market will allow fish traders to sell fish that is caught or produced in or around Nova Scotia and its waters.

### **Alcoholic Beverage Vendors:**

We accept company representatives as the vendors of Alcoholic Beverages that are produced in Nova Scotia. Preference is given to companies that source their ingredients from local producers. Vendors are responsible for any licenses or permits required and must conform to all municipal, provincial, and federal regulations that pertain to the sale of alcoholic beverages.

### **Restaurants:**

Farmers' markets are broadly regarded not only as a means for growers to directly market their produce, but also as an incubator forum and marketplace for other cottage industries.

- In this spirit, we require that restaurants (and other businesses with an existing storefront presence):
  - are family-owned and operated;
  - have family members carry out the majority of their labour;
  - source locally where practical;
  - do not prepare food or beverages from pre-packaged mixes or fillings;
- An exception may be requested by distilleries, vintners, breweries and other businesses in which production constraints make this impractical.
- No vendor is allowed to sell water or pop.
- Franchises and chain restaurants will not be accepted.

### **Controversial or Political Issues:**

Tables displaying material on controversial topics or political issues are not accepted at the market. Soliciting for controversial or political issues is prohibited. We want all vendors and customers to experience a relaxed, non-confrontational atmosphere.

### **Food Safety for Vendors of Edible Products:**

- All vendors of food products must familiarize themselves and comply with the following documents from the Nova Scotia Department of Agriculture:
  - Food Safety Guidelines for Public Markets in Nova Scotia
  - Food Safety and the Retailer
  - Food Protection and Enforcement Fact Sheet
- Vendors are responsible for any permits that may be required, and must display such permit(s) so that they are clearly visible at all times

during market hours. If your food product requires a permit, you must also supply the market with a copy of your permit.

- Permits can be obtained from the Food Safety Office in Port Hawkesbury. Contact: Michelle MacLeod, 902 625-0791, [michelle.macleod@novascotia.ca](mailto:michelle.macleod@novascotia.ca).
- All food vendors, whether or not you require permits, must comply with requirements detailed in the:
  - [Safe Food for Canadians Regulations](#)
  - [Food Safety and the Retailer](#)

### **Fire Safety**

- An evacuation plan is in place for the market. Please familiarize yourself with the posted plan at all exits and collect a copy of the plan before setting up your booth.
- Any vendor using a deep fat fryer must provide a Class K fire extinguisher at their table location.

### **Code of Conduct**

- We strive to create a safe and family-friendly environment for our community. Harassment of any kind will not be tolerated at the market.
- Any criminal offences will be immediately reported to the police and the offending person(s) permanently removed from the market.

### **Discretion of the Board of Directors:**

- The Mabou Farmers' Market reserves the right to approve the vendors participating in the market. Priority is given to agricultural and food-producing vendors over craft vendors with the goal of achieving a 60/40 split.
- The Board of Directors reserves the right to limit the number of similar items to ensure that the market maintains a diverse range of products.
- In all cases, the Board of Directors will determine, at its own discretion, what products may and may not be sold at the market.

### **Annual General Meeting (AGM):**

Our AGM is held on the first Sunday of April from 2-4pm at the Mabou Fire Hall. The snow date is the second Sunday of April. Everyone is welcome!

The AGM of the Mabou Farmers' Market shall be held annually for the purpose of:

- Reviewing and accepting the minutes of the previous AGM;
- Receiving a financial report from the Treasurer;
- Receiving Final Reports from all standing committees (other than the Board of Directors);
- Electing new members and officers of the Board of Directors for the next year;
- Discussing new business as it arises.

**Vendor Contact Information:**

It is the sole responsibility of the vendor to maintain up-to-date contact information with the Mabou Farmers' Market.

Please contact the Market Manager by email at:

[MabouFarmersMarket@gmail.com](mailto:MabouFarmersMarket@gmail.com)

Refer to the website or Facebook page for news and updates at:

[www.facebook.com/maboufarmersmarket](http://www.facebook.com/maboufarmersmarket)

[www.maboufarmersmarket.ca](http://www.maboufarmersmarket.ca)