

# Hubbards Farmers' Market Vendor's Handbook



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## **Welcome**

Welcome to the Hubbards Farmers' Market. Without a doubt, the Market is the centerpiece of our offerings at the Hubbards Barn and Community Park.

The Market continues to represent everything we are trying to do at the Hubbards Barn. It brings people together. It helps build community. It makes a statement about how we should live and interact. Without you—our farmers, prepared food and artisan vendors – we would not have the bustling, vibrant Market we do.

This handbook builds on existing policies and procedures that have evolved for the Market, and is designed to be a comprehensive resource for Market vendors and staff. It includes logistical details like dates and fees, but also provides new tools to help build strong vendor relations, and create a positive and profitable Market environment.

We hope that you will find this handbook helpful. If you have any questions, or suggestions for the handbook, please feel free to share them with our Market Manager.

Thank you for being a part of the continued growing success of the Hubbards Farmers' Market.

# 1. Vision & Value

To support and promote our local food producers and artisans of Nova Scotia, be a positive force in the growth and sustainability of our local economy.

# 2. Aim

The aim of the Hubbards Farmers' Market is to provide high quality, traditional goods produced in Nova Scotia, with an emphasis on foods.

# 3. Background

## *A Brief History*

The seed for the Hubbards Farmers' Market was planted in the late spring of 1996. Lin Cahill, Gillian Maycock, and Deborah Fleming met each other at "Take Part Aspotogan" sessions conducted over the winter. Each were passionate gardeners who wanted to shop locally and buy quality locally produced foods. These three shared the notion of a farmers' market, and knowing that all three were of like minds, Lin called a small meeting for the sole purpose of discussing a farmers' market. The group set up a perennial plant exchange at the Shatford Library in early June of 1996, to act as a fund-raiser and an information exchange. An article was published by the Masthead about our quest for vendors and of the ten or so initial inquiries, vendors had their first day of sales in early August of 1996.

Early vendors included: Carol and Roy Snair - preserves; Rosemary Smith - baked goods; John Reinders - cheeses; Gillian Maycock - seasonally available dried flowers; and Nelson Millet of Rocky Top Farms - organic eggs, poultry, meat and some vegetables. To ensure a steady supply of vegetables that first year, Lin, and sometimes Gillian, drove to farmers in the valley and around Bridgewater to bring in produce. In the second year of operation, 1997, from early June to Thanksgiving, other vendors joined in: Marge Brady - plants; Higbee's - berries and vegetables; Paul Myra - smoked fish. Third year additions included Anne Naugler - organic fruits and vegetables; Sheila Boutilier - seafood; Blair Keddy - gluten-free baking; Yvonne Hansen - organic coffee.

One of the main concerns for the growing Farmers' Market was establishing a location. The Hubbards Farmers' Market began in 1996, next to the Trellis Café on Hwy. 3. The following year it moved to Bishop's Park on the Fitzroy River, where the green and white striped market tents became a sign of spring in Hubbards. Two years were spent at the Fish plant on the Cove, before the Aspotogan Heritage Trust approached the Market organizers with an offer to use the site of an old cattle barn near the community centre. The Barn has now been home to the Market since 2000.

Over the years, the Barn and surrounding property has been upgraded to its current state through the dedicated efforts of community volunteers, and the support of numerous organizations and grants. The Hubbards Farmers' Market, located in the Barn and surrounding vendor stalls and tents, sits in the middle of 6 acres of peaceful woodlands and fields. People enjoy strolling along the woodland paths, and visiting with friends on the south side patio.

In addition to the Farmers' Market, the Barn property is rented for weddings, receptions, and a great variety of special events. The Barn Association organizes an annual fundraising event. The property

and modern washrooms are open daily throughout the summer for visitors to enjoy picnics, or a walk on the surrounding trails.

## ***Roles & Responsibilities***

### **Hubbards Barn Association**

The Hubbards Barn Association is a non-profit organization created to promote the Barn and its land for community activities, and to maintain and improve the building and property while retaining its heritage value. Association memberships are available for \$10 – all are welcome to join. An elected volunteer Board of Directors, made up of local community members, manages the Association, consistent with a set of bylaws and policies. The Board meets monthly and hosts an annual general meeting each March. Members are welcome to attend all meetings and request any copy of current/past minutes.

The Association leases the Barn property from the Aspotogan Heritage Trust, and oversees site development, maintenance and programming. All changes to the property must be approved by the Trust. The Association Board also serves as the organizing and policy committee for the Hubbards Farmers' Market and the many other activities that take place on the Barn property.

### **Market Manager**

The Market Manager is responsible for: managing the property on Market days; recruiting and scheduling vendors; fostering vendor relationships; coordinating public relations; assisting with financial and budget matters; monitoring the quality and appropriateness of products sold; administering and advising on rules and policies; serving as the Market's public and corporate representative, and liaising with the Hubbards Barn Association Executive on a regular basis.

The Market Manager works year-round on a part time basis.

### **Market Manager Profile**

Ashley Marlin – a graduate from Saint Mary's University with a degree in Environmental Studies & Biology, has been involved with various not-for-profit groups gaining experience with event organization, fundraising, and research. She came on as the Market Manager in 2009.

### **Staff**

Several part-time seasonal staff members assist in site operations for the Hubbards Barn and Community Park. Site custodians take care of the general maintenance such as cleaning, waste removal, and mowing. They are also on-site for most facility rentals.

A summer Program Coordinator assists in the overall operation of the Barn, with an emphasis on organizing special activities and weekly operations associated with the Farmers' Market.

### **Volunteers**

Hubbards Barn and Community Park is supported by a dedicated group of volunteers. Volunteers assist with a range of activities such as trail building, gardening, site maintenance, parking, and staffing the Barn table on Market days to provide information and assistance to the public, sell merchandise for the Barn Association and promote events.

The Barn Association maintains an active volunteer list – vendors are welcome to offer their volunteer services as well.

## **Vendors**

Vendors are the heart of the Hubbards Farmers' Market and come from throughout the province. At many markets vendors organize themselves, set policies, hire staff, undertake marketing and promotions, and jointly rent a large space. At the Hubbards Farmers' Market, vendors rent individual stalls, and are free to focus on their own products, sales and personal marketing and displays, while the volunteer members of the Barn Association and the Market Manager take care of the detailed aspects of Market operation.

*Seasonal Member Vendors* are expected to commit to all Saturday Markets during the regular Market season. In exchange for this commitment, Seasonal Member Vendors:

- are guaranteed a weekly stall space
- pay reduced stall and electricity fees
- have a greater range of payment options
- are given special consideration when assigning stall spaces
- are given the first option to attend the Christmas Markets
- able participate in the Vendor Advisory Committee.
- are members of the Hubbards Barn Association

*Occasional Vendors* participate in the Market on a week-to-week basis. The Market Manager maintains a list of interested Occasional Vendors and will contact vendors as space permits.

\*All newly accepted vendors will spend their first season with occasional vendor status. Full membership will be reviewed after the first completed season.

## **Vendor Advisory Committee (VAC)**

The Vendor Advisory Committee provides vendor perspective on issues and opportunities relating to vendor activities and Market operations. It assists the Market Manager in reviewing new vendor applications. It assists the Market Manager and Board Members of HBA in reviewing Market rules and policies & procedures, vendor complaints and conduct issues. A member of the VAC may also be selected to help represent the Market on the Farmers' Markets of Nova Scotia Cooperative.

At the beginning of each Market season, the Market Manager will invite expressions of interest from Seasonal Member Vendors for volunteer membership on the VAC. From all interested vendors, a member will be drawn in each of the five major product categories – field produce, meat & fish, plants and flowers, prepared foods & beverages, and arts & crafts. It is our goal to have new members on the VAC each season. Vendors will only be asked to serve a two-year term as members of the VAC.

Vendor Advisory Committee members will be expected to attend meetings as needed outside of regular market days and respond to all communications promptly. Members are also welcomed to request meetings themselves if issues arise. Meetings of the VAC will be chaired by the Market Manager. VAC members are expected to contribute their views in an honest, balanced, and productive manner.

## ***Dates and Times***

### ***Location***

The Hubbards Farmers' Market is located at the Hubbards Barn & Community Park, #57 Hwy 3 in Hubbards. The building currently accommodates 30 vendors with spaces for an additional 15 vendors outside the barn in permanent stalls and tents.

### **Saturday Markets**

The Saturday Farmers' Market operates from 8 am to 12 noon. The Market opens Mother's Day weekend in May and ends the last Saturday in October.

### **Harvest Market**

A special Saturday Market – the annual Harvest Market takes place on Thanksgiving weekend.

### **Christmas Markets**

The Annual Christmas Markets are held the last Saturday in November, and the first and second Saturday in December.

## **2020 Events Calendar**

First regular Market	Saturday, May 9
Harvest Festival	Saturday October 10
Last regular Market day	Saturday, October 31
First Christmas Market	Saturday, November 28
Second Christmas Market	Saturday, December 5
Third Christmas Market	Saturday, December 12

## **4. Vendor Application and Selection Process**

### ***Vendor Application***

#### **Regular Saturday Markets**

All vendors (Seasonal Member and Occasional) applying for a Market space must:

1. Submit a completed application form annually.
2. Agree to pay all fees as outlined in this handbook.
3. Meet all the criteria for membership, and accept the policies outlined in this handbook and on the application form.
4. Acknowledge that membership is non-transferable. Any change in ownership of a business will result in termination of the membership and necessitate the filing of a new application.

**Note:** Food vendors must read and sign the Food Vending Checklist to indicate their agreement to adhere to all requirements, terms and conditions contained therein.

**Current Seasonal Member Vendors must apply by March 1 each year.**

**Occasional Vendors** should complete an application form as early in the season as possible for consideration.

## **Christmas Markets**

To receive preferential treatment (reduced fee and priority placement), all Seasonal Member Vendors wishing to reserve a stall for one or all the Christmas Markets must confirm with the Market Manager by September 30<sup>th</sup> of that year. Seasonal vendors applying for a Christmas Market after that date may still be given stall reservation preference subject to availability.

Occasional Vendors wishing to attend one or all the Christmas Markets should file a vendor application as early as possible. Occasional Vendor applications will be kept on a list and will be used to fill vacant stalls after all Seasonal Member Vendor applications have been reviewed. Occasional Vendors will be selected based on the criteria for vendor selection outlined in this handbook. Accepted applicants will be contacted by the end of October by the Market Manager to confirm their Christmas Market(s) date(s).

Any vendor (seasonal member or occasional) who is not able to attend a reserved Christmas Market must provide the Market Manager with at least one-week notice. Failure to do so may result in the vendor being charged for the space and disallowed from attending the following Christmas markets. Extraordinary circumstance may be considered.

Any vendor not showing for a Christmas market without notifying the Market Manager will be charged for the space and will not be permitted to sell at the Christmas Markets the following year.

### ***Criteria for Vendor Selection***

The Hubbards Barn Association is committed to creating a diverse and vibrant marketplace with the highest quality, locally produced products available. The Association is not bound to apply a particular set of selection criteria in every instance, and reserves discretion to accept or refuse any application and vendor at any time. All vendors, current and interested, are required to apply annually. All new vendors approved to attend the Hubbards Farmers' Market will start as occasional vendors for their first season. Full membership will be evaluated the following year and will depend on space availability.

The Market Manager, the Vendor Advisory Committee and a designated member of the Board of the Association are responsible for the review of new and current vendor applications.

Many factors are considered when evaluating vendor applications, beginning with the Basic Vendor Criteria.

### **Basic Vendor Criteria**

1. Each vendor at the Hubbards Farmers' Market must be a primary or secondary producer.
2. 100% of all products sold by non-food vendors (artisans, crafters, etc.) must be of their own production.
3. A minimum of eighty five percent (85%) of product sold by food producers at the Market on market days must be of the Member's own production and the remaining fifteen percent (15%) must also abide by our product guidelines per market during the market season.  
(Noncompliance will be addressed by the Manager.)
4. There must be an available spot in the appropriate producer category.

*The determining factor in placing a vendor in a primary or secondary category is the source of the vendor's raw materials.*

**Primary Producer:** a producer that grows or harvests raw materials for direct sale or manufacture into secondary products.

**Secondary Producer:** a producer that purchases raw materials for local manufacture into secondary products.

*As a Farmers' Market, the Hubbards Farmers' Market strives to have 60% of our vendorship comprised of primary producers.*

## General Considerations

In addition to the basic criteria, approval / refusal of a vendor application may also be determined in accordance with the following general considerations.

### Product Quality and Presentation

- Consistently high product quality: fresh, flavourful, and ripe
- Clean and attractive displays
- Courteous, strong customer service, and knowledgeable staff
- Foster a connection between the producer and the consumer

### Conduct and Compliance

- Compliance with all Market rules, policies and procedures
- Compliance with all federal, provincial, and local laws and regulations pertaining in any manner whatsoever to the vendor's business.
- Positive vendor conduct toward customers, fellow vendors, Market staff, and volunteers
- Timely submission of application, licenses, permits, and other Market correspondence
- Billing and payment history

### Product Balancing

- Products that are unique or unusual
- Products not already represented in the Market
- Product not readily available through national distribution channels

### Food Safety and Production

- Adherence to the highest standards of animal husbandry, safe food production and handling
- As a minimum, complies with the requirements set forth in the NS Environmental Health and Food Safety Division Food Safety Guidelines for Public Markets
- Promptly takes required corrective actions in the event that a Government Inspector notifies the vendor, his employees or representatives that such corrective action is required regarding the production, labelling, handling, storage, distribution or sale of their product.
- Adherence to all applicable laws and regulations pertaining in any manner to the production, labelling, handling, storage, distribution and sale of the vendor's products (e.g. The Animal Protection Act of Nova Scotia for those vendors producing and selling products such as eggs, cheese, beef, pork, lamb etc.)

### Seniority

- Number of years' vendor has sold at the Hubbards Farmers' Market
- Attendance record
- Time of application

### Space Availability

- Admission to Hubbards Farmers' Market is subject to space availability

## Agriculture

- Priority is given to those regional farmers and producers who bring product to market that is 100% grown and harvested on farmland that they own and/or operate.
- Preference will be given to the most local producer when a space becomes available at the Market, without compromising quality or diversity.
- Farmers have priority over processed and on-premise prepared foods.
- Farmers producing and selling meat, dairy, poultry etc. products must practice responsible animal husbandry
- Farmers that use environmentally responsible growing, breeding, raising, and harvesting methods will also have priority.

## Prepared Foods

- Products available locally should be sourced locally and directly from their producers where possible.
- Priority will be given to products processed by the vendor over products by a second party or co-packer.

## ***Product Guidelines***

The Hubbards Farmers' Market focuses on locally produced agriculture and crafts. Other products or services that may fit in the Market environment are assessed on an individual basis. Goods purchased for resale that are not made by hand locally, prepared locally or grown locally may not be sold.

\*Each vendor is responsible for obtaining all necessary permits and licences for their products and for ensuring that these permits and licences remain current at all times. If at any time, a vendor's licence and/or permit is revoked for any reason whatsoever, they are required to immediately notify the Market Manager. If at any time, a vendor, their employees or representatives is notified by a Government Inspector that they must take corrective action to address any deficiencies regarding production, labelling, handling, storage, distribution and sale of the vendor's products, the vendor must notify the Market Manager and provide the Market Manager with a copy of the Inspector's report, if one has been issued. The vendor must take prompt corrective action to address the deficiency identified by the Inspector.

## Produce

The Hubbards' Farmers' Market supports farm-fresh, locally grown products and is not an outlet for wholesale produce. Produce should be insect free, fresh and have no residue that cannot be removed by normal washing. Only the highest quality produce will be allowed for sale at the Market. The Market Manager has the right to request any vendor to remove any merchandise deemed, in the sole discretion of the Market Manager, to be unacceptable to the Market.

## Meat – Claim of Ownership

Beef – minimum of 12 months on the individual's farm, preferably the animal should be born on the individual's farm. This ensures that the vendor knows what the animal's health history is and is imperative for selling the product as from the vendor's farm.

Grass-fed Beef – the animal needs to be born of the individual's farm and reside there until butchering.

Lamb – minimum three months on the individual’s farm, preferably the animal should be born on the individual’s farm. This is imperative if the lamb is to be sold as from the vendor’s farm.

Grass-fed Lamb – the animal needs to be born on the individual’s farm and reside there until butchering.

Pork – minimum four months on the individual’s farm, preferably the animal should be born on the individual’s farm. This is imperative if the pork is to be sold as from the vendor’s farm.

### Other Production

Up to 15% of a food producer’s products may be of someone else’s production on market days, under these conditions:

- It must be an agricultural or food product grown or produced in Nova Scotia
- It must be specifically approved by the Market Manager to ensure that the product fills a gap in the offerings being made at the market
- Vendors will be required to display signage each market day indicating the source/origin of each product not of their own production.

### Product Labeling

All labeling must comply with the standards set out in the *NS Environmental Health & Food Safety Division’s Food Safety Guidelines for Public Markets* as well as any other labelling requirements necessary for the vendor’s product.

### Organic Labelling

For a product to be labelled or represented as organic it must be certified organic per the *Organic Grade Regulations* in the *Agriculture and Marketing Act*.

### Landscape Plants & Live Flowers

Plants must be propagated in soil by the vendor from seed, cuttings, bulbs, or plant divisions. The vendor must have grown all products for sale.

### Food Items and Prepared Foods

Prepared items must be produced by the vendor from basic ingredients. The Market may, at its discretion, limit the number and product mix of food vendors. Ingredients should be sourced locally and from the market wherever possible.

### Arts and Crafts

The Market welcomes a limited number of local artists and crafters whose products reflect unique methods, and/or local heritage.

### Onsite Inspection

The Hubbards Farmers’ Market reserves the right to do farm or site inspections of any product and/or process for the purposes of verification and to ensure that products sold at the market comply with market policies and requirements. Onsite inspections will be performed by the Market Manager and vendors will receive 48 hours notice.

## ***Space Assignment***

Spaces are assigned with consideration to the length of time at the Market, continuity, product presentation, and the best interest of the entire Market. Seasonal Member Vendors are given primary

consideration in assigning stall spaces. Vendors may request assignment to a particular space at the time of application.

Spaces are identified in three categories:

- Single space – approximately 8'x8' feet with one selling side (includes most outdoor stalls).
- Double space – sizes vary, but generally includes two selling sides (may be either double frontage or a corner space)
- Special space – sizes vary (may be indoors or outdoors.)

An approximate booth layout map is included in the appendix.

### **Transfers of Space Assignments**

- Vendors may not sublet stall space to others without prior approval of the Market Manager
- Prepaid fees are not transferable to other vendors.
- Reservation of spaces establishes neither right to nor guarantee of space rental in subsequent years.
- If a vendor sells his or her business, he or she may not transfer his or her Market space to the new owner. The new owner must submit an application for approval – acceptance is not guaranteed.
- Change in space assignment for vendors may occur at the Market Manager's discretion. Notice will be given.

Spaces for Seasonal Member Vendors are typically kept in the same location all year; however, changes may be required in mid-season to balance product distribution, improve traffic flow, or to meet individual vendor needs. The Market Manager maintains the discretion to change spaces as required.

### **Vendor Meeting & Surveys**

A vendor meeting is held annually in March. Attendance at this meeting is voluntary, but attendance is appreciated as this meeting provides a good opportunity for the Market Manager to discuss the previous season, upcoming season, opportunities or issues with the vendors and recruit new members to the Vendor Advisory Committee. It also provides a forum for vendors to express concerns or share success stories.

The Market Manager also distributes an annual survey electronically at the end of the year to all vendors to get feedback on the previous season.

### **Fees**

All fees are subject to change at the discretion of the Board of the Hubbards Barn Association. General changes to fees will be discussed in advance with the Vendor Advisory Committee. All efforts will be made not to change fees during the Market season, except as a result of changes in government taxes, fees, dues, etc.

Vendor fees vary for Seasonal Member Vendors and Occasional Vendors. Fees for the 2020 season have been set as follows:

## **Seasonal Member Vendors**

### Seasonal Vending Fee

- \$25/year (includes Hubbards Barn Association membership)

### Space fee

- \$20.00 + HST per day for a single space (May & October)
- \$25.00 + HST per day for a single space (June-September)
- \$35.00 + HST per day for a double space (May & October)
- \$40.00 + HST per day for a double space (June-September)
- Prices for Special Stalls are assessed by the Market Manager on a case-by-case basis.

Space fees include membership in the Farmers' Markets of Nova Scotia Cooperative.

Seasonal Member Vendors requiring electricity (excluding lights) must pay a one-time annual fee of \$25.00.

## **Occasional Vendors**

### Space Fee

- \$25.00 + HST per day, for a single space (May & October)
- \$30.00 + HST per day, for a single space (June-September)

Space fees include membership in the Farmers' Markets of Nova Scotia Cooperative.

Occasional Vendors requiring electricity must pay a daily fee of \$10.00.

## **Hand-wash Stations**

Hand-wash stations are available to Seasonal Member Vendors first and then Occasional Vendors, if available.

## **Christmas Markets**

Christmas Market fees are billed separately from the regular Farmers' Market.

Single Space - Seasonal - \$35.00 + HST per day / Occasional \$40 + HST /day

Double Space - Seasonal - \$50.00 + HST per day / Occasional \$60 + HST /day

Vendors requiring electricity must also pay a daily fee of \$10.00.

## **Payment Options & Methods – Seasonal Member Vendors**

Seasonal Member Vendors are expected to commit to all Saturday Markets during the regular Market season. There are three payment options; i) post-dated monthly cheques/money orders ii) pre-season payment in full iii) monthly payments at the end of each month the market operates

**Option 1 – Post-Dated Monthly Cheques**

Payment by post-dated monthly cheques and/or money orders must be made for the full regular season. Cheques and/or money orders must be submitted to the Market Manager on the first Market day, and should be dated for the 25<sup>th</sup> of each month – prior to the month you are reserving (for example, the April 25<sup>th</sup> cheque covers the three May Markets and annual membership). For 2017, the post-dated cheques should be made out as follows:

Cheque Dated	# of days	Single Stall	HST 15%	Double Stall	HST 15%
April 25, 2018	4	\$105.00*	\$12.00	\$165.00*	\$21.00
May 25, 2018	4	\$100.00	\$15.00	\$160.00	\$24.00
June 25, 2018	4	\$100.00	\$15.00	\$160.00	\$24.00
July 25, 2018	5	\$125.00	\$18.75	\$200.00	\$30.00
August 25, 2018	4	\$100.00	\$15.00	\$160.00	\$24.00
September 25, 2018	5	\$100.00	\$15.00	\$175.00	\$26.25
<b>TOTAL</b>	<b>26</b>	<b>\$630.00</b>	<b>\$90.75</b>	<b>\$1020.00</b>	<b>\$149.25</b>

\*The first payment includes the Seasonal Vending Fee. If electricity is required, the \$25.00 electrical fee should be added to this first payment as well.

Post-dated checks that do not follow these guidelines will be returned to the vendor to be corrected.

All cheques should be made out to the “Hubbards Barn Association”.

**Option 2 – Pre-season Payment in Full**

Seasonal Member Vendors also have the option to pay for the full regular Market season in full by April 25, 2018 (by cash, money order, or cheque). Vendors choosing this option are given a 5% reduction in vending fees.

For 2020, pre-season payment in full is:

Single Space            \$598.50 + HST = \$688.28\*\*  
 Double Space            \$969.00 + HST = \$1114.35\*\*

\*\*If electricity is required, the \$25.00 electrical fee should be added to this payment.

**Option 3 – Monthly Payments**

Seasonal Member Vendors also have the option to make full monthly payments at the end of each month the market operates. Fees are the same as in the post-dated cheque schedule above. Post-dated cheques or full season payment are preferred.

**Payment Options and Methods – Occasional Vendors**

Occasional vendors must pay for their booth on the market day they attend. Failure to do so will affect future attendance at Market with possible termination of the vendors’ participation at market; this will

be assessed by the Market Manager, the Vendor Committee and the Board of HBA. Payment can be by cash or cheque, given to the Market Manager. All cheques should be made out to the “Hubbards Barn Association”.

### **Payment Options and Methods – Christmas Markets**

Seasonal Member Vendors are given the first opportunity to secure stalls for the three Christmas Markets. However, due to the strong interest in the Christmas Markets by other vendors, interested Seasonal Member Vendors are required to confirm their spaces and dates by September 30<sup>th</sup>. Payment can be made at the last regular market day or at the first Christmas Market attended.

Occasional vendors accepted for the Christmas Market(s) must pay at the first market they attend. Payment can be by cash or cheque, given to the Market Manager. All cheques should be made out to the “Hubbards Barn Association”.

### **Cancellations, Refunds & NSF**

Vendors with space reservations are responsible for occupying that space for the duration of the term they reserved. Vendors not able to attend a reserved Market date are required to call or email the Market Manager with at least 48 hours notice. Please do not tell the on-site Market staff.

If the Market Manager can fill the space the Seasonal Member Vendor will be credited the stall fee, if not the Seasonal Member Vendor will not be entitled to any refund or credit. Repeated absences may result in the loss of Seasonal Member Vendor privileges and/or termination of the vendors’ participation at market; this will be assessed by the Market Manager, the Vendor Committee and the Board of HBA.

A \$25 fee will be charged for any post-dated cheques returned due to non-sufficient funds. If two cheques are returned due to non-sufficient funds, the vendor will be asked to pay their vendor fees in cash for the remainder of the season.

Post-dated cheques may not be voided (i.e. stop payment) by the vendor in the event of a cancelled reservation. Vendors will be charged \$25 for a voided cheque.

A vendor’s cancellation of Market season due to health, business, or other extraordinary reasons will be refunded accordingly, at the discretion of the Board. The remainder of the season will be cancelled, any un-deposited post-dated cheques will be returned.

All refunds, including voided, unused post-dated cheque, will be issued within 30 days of the vendor’s last Market date. Unforeseen events or emergencies will be taken into consideration when applying the cancellation policies. There is no carryover of refunds from year to year.

## **5. Vendor Guidelines and Regulations**

The following regulations and guidelines are established to create clear expectations, address potential issues or concerns, protect the best interests and reputation of the Market and to make the Market a safe and enjoyable place for vendors, staff, volunteers, and patrons.

The Market Manager, with consultation with the Vendor Advisory Committee and approval of the Board, may make modifications and additions as required. The Market Manager shall deal with any items not specifically covered by these rules on market days, at his/her discretion.

## ***Vendor Requirements***

- Vendors must bring an adequate supply of their primary product(s) to every market
- Vendors must adhere to the highest ethical and legal standards of quality, service and business practices.
- Subletting of stalls is not permitted
- Vendors must honour all Hubbards Farmers' Market promotions
- Vendors must not practice distress pricing.
- Smoking is not permitted in the building or at any vendor's stall.
- All food vendors must comply with the requirements set by Canadian Food Inspection Agency, the Nova Scotia Department of Agriculture and the Nova Scotia Environment's Environmental Health and Food Safety Division.
- All food vendors producing and selling schedule A products such as eggs, cheese, beef, pork, lamb etc. must adhere to all applicable laws and regulations pertaining in any manner to the production, labelling, handling, storage, distribution and sale of the vendor's products (e.g. The Animal Protection Act of Nova Scotia).
- If at any time, a vendor is notified by a Government Inspector that they must take corrective action to address any deficiencies regarding production, labelling, handling, storage, distribution and sale of the vendor's products, the vendor must notify the Market Manager and provide the Market Manager with a copy of the Inspector's report, if one has been issued. The vendor must take prompt corrective action to address the deficiency identified by the Inspector.
  - Vendors must obtain all necessary licenses, permits, inspections and certificates for the sale of their product(s). If, at any time, any of the vendor's licenses, permits, inspections and certificates fail to remain current, lapse or are revoked the vendor must immediately notify the Market Manager.
  - Compliance with both Provincial and Federal Sales Tax Regulations is the responsibility of the individual vendor.
  - No pets will be allowed in the vendors selling area. The only exceptions will be seeing-eye dogs, dogs for the hearing impaired or other disability/service guide dogs.
  - Vendors must monitor and supervise their children at all times during the Market day. Young children should not be allowed to wander the grounds and adjacent properties without a parent or guardian with them. The Market can take no responsibility for their safety or whereabouts, or for any damages they may incur.
  - All vendors, and their staff, are expected to conduct themselves in a respectful, safe, courteous, co-operative and harmonious manner with customers, Market staff, other vendors and government inspectors.
  - All vendor concerns should be brought to the attention of the Market Manager. Any complaints should follow the complaint procedure outlined in this handbook.
  - Vendors are required to immediately notify the Market Manager if they, their business or any of their employees or representatives are subject to any federal, provincial, and/or municipal statutory or regulatory investigations, actions, and/or charges that are connected in any way with their business and/or product for sale. Failure to do so may result in termination of the vendor's participation at market.

## ***Attendance Regulations***

1. Cancellations
  - a. Seasonal member vendors are expected to attend all markets during the regular season. If a cancellation is necessary vendors must provide the Market Manager with at

least two days' notice. Failure to do so, or continued absences, may result in the vendors' participation at market being terminated.

- b. Occasional vendors assigned a space for a given market day have until 12 noon two days prior to market day to inform the Market Manager if they will be unable to attend. Failure to do so, or continued absences, may result in the occasional vendor being dropped from the day vendor list for the remainder of the market season or full termination.
- c. Extraordinary circumstances may be considered for both seasonal and occasional vendors.

## 2. Late Arrival

- a. All vendors are required to be on site by 7:30am to ensure set up is complete by 8:00am for when the market opens. Any vendor not able to arrive by 7:30am on a given market day must phone the Market Manager and indicate what time they will be arriving and the reason. This will allow the Market Manager to place a sign at the vendor's space indicating the expected time of arrival and answer any questions our customers may have.
- b. Failure to communicate with the Market Manager and continued lateness may result in seasonal member and occasional vendors' participation at market being terminated.

## 3. No shows

- a. To ensure the integrity and professionalism of our market, not showing for an expected market day without any notice to the Market Manager by a vendor will not be tolerated. Extraordinary circumstances may be considered.

## ***Display Regulations***

1. Each vendor should display their name or the name of their farm or business. Vendors are encouraged to personalize their stalls with stories and pictures, and to share their farming/artisan background with customers.
2. Vendors are required to display prices for their products by way of a general price list or individually priced items
3. Food producers are required to display signage each market day indicating the source/origin of each product not of their own production of which they are allowed up to 15%.
4. Product labeling must comply with the standards set out in the *NS Environmental Health and Food Safety Division's Food Safety Guidelines for Public Markets*.
5. Organic labelling must be for certified organic products only and follow the *Organic Grade Regulations* in the *Agriculture and Marketing Act*. The certification sign from the applicable agency must be prominently displayed.
6. For uncertified claims, written and verbal declarations regarding pesticide or chemical use which cannot be certified such as unsprayed, no spray, and pesticide-free will need a written statement, submitted with the vendor application, attesting how these procedures are followed.

Vendors are required to produce the written statement about production methods for any consumer who requests it and should have copies of the statement available in his/her stall.

7. Vendors must not misrepresent their products or product processes (where and how they were grown, harvested, prepared or created.).
8. The Association seeks to provide at least one table with every vendor booth. On occasion, vendors may be responsible for bringing their own tables.
9. Vendors must take up only the space allocated to them, and not allow displays to block aisles or doorways.
10. Competition and cooperation between vendors is encouraged.
11. All stalls must be neat, tidy and safe for customers. Vendors agree to be clean, tidy and properly attired.
12. Vendors selling meat, fish or dairy products that are, per applicable Food Safety Guidelines, required to be kept cool or frozen must provide adequate means of refrigeration/cooling for their product. (e.g. ice, cooler, etc.)
13. Hygiene and safety in the preparation of foods, together with any required business registrations, food permits and product liability insurance are the responsibility of the vendor.
14. All food vendors will comply with the *NS Environmental Health and Food Safety Division's Food Safety Guidelines for Public Markets*
15. Tables will not be dismantled before noon unless the vendor sells out, in which case the vendor shall post a sign saying "sorry, sold out, see you next week" with the vendor's name and phone number.
16. Vendors are responsible for clearing their stall at the end of the Market day and taking any substantial volume of garbage home. General garbage containers are intended for the use of customers.
17. Electrical Equipment: no vendor's electrical equipment is to be plugged in unless the vendor is in constant attendance of the equipment.

### ***Vendor Property***

Vendor assistance is required in preparation of the Barn for rentals and events. Vendor property to be stored in the Barn is to be moved by the vendor after each market by 1 p.m. to the designated storage area. The Hubbards Barn Association takes no responsibility for vendor property left in the barn. Each vendor is responsible for moving his or her property out of the storage area for market set-up.

### ***Set-up & Take-down***

The Barn is open by 6:00 am. Vendors are expected to be on site by 7:30 am, and ready to sell by 8:00 am. If you have not arrived by 7:30 am, you are required to call the Market Manager.

When unloading, please ensure you do not block the fire lane, or impede other vendors from accessing the property; after un-loading, please move vehicles to the designated vendor parking spaces (see *Parking* below).

Vehicles are not permitted inside the Barn and should not be left idling adjacent to the Barn.

Vendors are not permitted to bring their vehicles back on the property prior to the market closing at 12pm

All vendors must vacate the site by 1:00 pm.

Vendors are required to remove all their signage, equipment, waste, etc. unless prior arrangement has been made with the Market Manager. In such cases where you have been given permission to leave equipment on site, it should be protected, and stored out of the way of any other Barn activities. The Hubbards Barn Association will not be held responsible for any damage that may occur to vendor property left onsite.

### ***Vendor Courtesy/Conduct***

The Market is a community event where many diverse people are gathered to shop and sell. Vendors and their representatives are expected to conduct themselves in a respectful, safe, courteous and harmonious manner with customers, Market staff and with each other.

Any language or behaviour by a vendor or any of their employees or representatives that, in the opinion of the Market Manager, jeopardizes the normal operations of the Market or adversely affects the Market's reputation are grounds for termination of the vendors' participation in the Market. Accordingly, vendors or any of their employees or representatives must not threaten or use abusive or disrespectful language with customers, staff, government inspectors, community representatives or each other.

Vendors must consider the comfort of other vendors and the public, and appropriately limit aggressive selling techniques such as hawking, or calling attention to products in a loud, repetitive public manner. When aisles are particularly crowded, standing in the aisles while providing samples to customers should be avoided.

Vendors must not publicly disparage other vendors, products, or markets. All vendors must respect each other's space and products during Market hours.

Complaints received by the Market Manager will be shared with the Board of Directors, the Vendor Committee and forwarded to the vendor concerned.

### ***Vendor Concern Procedures***

#### **Grievance Procedures**

1. Complaints or problems should be directed to the Market Manager in a timely manner that is not disruptive to the Market.
2. Vendors who have concerns regarding other vendor compliance, Market staff, safety, or policies are encouraged to complete a concern form (see Appendix D). Forms are available in the Appendix, and at the Barn Association information booth.

3. The Market Manager reviews each concern form with the Board Chair or Vice-Chair. The concerned vendor will receive a specific written response within two weeks. The VAC will also be consulted, if appropriate – all efforts will be taken to ensure vendor confidentiality.
4. A vendor may appeal any decision of the Market Manager concerning violation of these rules or a concern form brought forth by a fellow vendor within 30 days. An appeal must be presented in writing to the Hubbards Barn Association Board Chair. A decision by the Board Chair, after informing the Hubbards Barn Association Board, shall be issued within 30 days of receipt and constitute a final and binding decision of any appeal.

## **Product Challenge**

1. Product challenges may be made for misrepresentation of product by a vendor. Vendors can submit a written product challenge form when they believe another vendor is misrepresenting his/her product (see product challenge form in Appendix E).
2. A product challenge must be signed by the person bringing the challenge and preferably be supported by physical and verbal evidence of the offence. The product challenge must be made on the day of, or within the week, the violation is observed. Challenges alleging wrongdoings on past occasions will not be accepted.
3. There is a \$20 filing fee, which can be shared by a group of vendors. This fee is returned to the challenger if the claim is verified.
4. The vendor receiving the product challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
5. The Market Manager will conduct a site visit in a timely manner to make a determination on the product challenge. If the Market Manager deems it necessary, a third-party inspector will be employed to assist with a site visit
6. Product challenge forms are available in the appendix, or at the Hubbards Barn Association information booth. Because of their sensitive nature, they must be returned directly to the Market Manager
7. If the vendor is found in violation, the vendor may be suspended, or removed from the Market at the discretion of the Board in consultation with the Market Manager and the Vendor Advisory Committee.

## **Vendor Compliance**

The Market Manager or his or her designee has ultimate on-site responsibility and authority to ensure compliance with all Market rules, guidelines, policies, regulations etc. Any vendor complaints or problems or concerns should be directed to the Market Manager in a timely manner.

The Market Manager will attempt to resolve any vendor complaints, concerns or problems brought to her / his attention. At the Market Manager's discretion, a member or members of the Board of Directors of the Hubbards Barn Association and a member of the Vendor Committee will meet with the vendor or vendors involved and try to resolve the issue. If the issue is not resolved, then all

parties involved in the issue will present their case to the Board and the Board shall render a final and binding decision for resolution.

If a vendor is found in violation of or continually disregards any of the requirements and policies and procedures set out in this handbook they will be immediately suspended from market by the Market Manager. Their continued participation in the Hubbards Farmers' Market will be reviewed by the Market Manager, the Board of the Hubbards Barn Association and the Vendor Advisory Committee and could result in full termination. Suspension will continue until the review process is complete.

All necessary permits and licences must be obtained before the start of the season and shared with the Market Manager. Failure to do so, or if the necessary permits and licences are revoked by the licensing department, will result in the vendor being suspended from the Hubbards Farmers' Market until all necessary permits and licenses are granted or full termination if the Market Manager is informed by the licensing department that the necessary permits and licenses will not be granted.

Any vendor, upon being investigated or charged due to their business dealings where it is connected to the products they sell at the Hubbards Farmer's Market must report it forthwith and their contract to continue to sell at the Hubbards Farmer's Market will be immediately suspended and will only be reinstated if/when it is determined that the issue has been rectified through the court or they have complied with any terms and conditions imposed through the courts or any other governing body to the satisfaction of the Hubbards Barn Association Board of Directors.

**To summarize, to help ensure public safety, protect the best interests and reputation of the Market and to promote a positive Market environment, if a vendor or their employees or representatives do not abide by the rules, regulations, guidelines, requirements etc. of the Hubbards Barn Association, and / or fails to comply with applicable federal, provincial or municipal statutory and / or regulatory requirements applicable to their business and/or Market participation, the Market Manager or designee may take any action deemed appropriate, including suspending the vendor from selling at the Market for that day and any future Market days. Full termination of the vendor's participation in market will be reviewed and determined by the Board of the Hubbards Barn Association in consultation with the Market Manager and the Vendor Advisory Committee.**

## ***Equipment and Supplies***

### Hand-wash Stations

Until there is a source of potable water at the Barn, the Board of Directors of the Hubbards Barn Association and the Market Manager will ensure that the hand-wash stations are stocked with clean water and cleaning supplies. It is the responsibility of the user of the hand-wash station to ensure that it is cleaned after each usage. Waste water is to be emptied into a toilet or into the drain behind the barn.

### Tables

The Association makes every effort to supply all tables in the barn, stalls, and tents. Depending on availability of tables at the Barn, vendors may be responsible for bringing their own tables. Tables will

be allocated for the season prior to the first Market day. Tents and anchoring will be provided as available with prior request from the vendor.

### Electricity

All electrical equipment (except lights) must be pre-approved by the Market Manager to ensure that adequate electrical outlets are available. Vendors requiring electrical power are responsible for providing their own outdoor extension cords and mats to cover all portions of the cord that lie in any area used by Market customers. The HBA cannot guarantee electricity to its vendors. Vendors who require electricity are also subject to electrical usage fees.

### Canopies

Some outdoor vendors may be issued a 10'x10 'canopy style tent. Vendors wishing to bring their own canopy or tent should have it pre-approved by the Market Manager.

Every Market day, no matter the weather, all canopies, umbrellas, or other booth covers are required to have ties, weights or pegs on all legs sufficient to keep the covering in place during windy conditions. Failure to have proper weights means that vendor's tents and umbrellas cannot be set up on Market day.

### ***Waste management***

Vendors are responsible for keeping their stall space clean during the Market and for complete clean up of their space at the close of the Market. This includes taking with you any trash or garbage that is generated in or around your stall and sweeping up any product debris left on the ground. Farmers are not permitted to dispose of produce waste, overripe or leftover produce, or boxes in any on-site garbage cans or dumpsters. If required, vendors should bring their own brooms and dustpans.

### ***Parking***

Parking spaces provided on the Barn property are for customers only. Once unloaded, vendors are permitted to park in the front of Metaline Graphics (please avoid the gravel driveway), in the lot behind the PharmaSave building—a trail now links this lot to the Barn property and to the far-right side of the Hubbards Shopping Centre lot. Vendors that require parking on the property due to health reasons need to have approval of the Market Manager.

Vendors will provide their licence plate numbers on their application form so that their vehicles can be identified by the Market Manager and staff. Repeated parking violations by vendors will be addressed by the Market Manager.

### ***Health & Safety***

#### **Pets**

In the interests of health and safety, a Farmers' Market is not the best place to bring a pet. If customers do choose to bring a pet, we ask them to abide by these rules to make a pet's visit to the Market a good experience for everyone:

1. Pets are not permitted inside the Barn.
2. Dogs must be kept on a short leash.
3. Dogs must be under control and by the owner's side at all times.
4. Pets must be kept away from produce, plants, and other food products.
5. Dogs must be friendly with other dogs and children to earn the right to be at the Market.
6. Be considerate—not everyone loves dogs and some customers are allergic to animals.
7. Don't forget to clean up after your dog!

Should a vendor see a violation of any of these rules, notify the Market Manager who will address the concern with the pet owner.

### **Equipment Safety**

Vendor vehicles, tables and overhead shades must be maintained and used in a safe manner. Table legs must be firmly locked into place. Tables must have smooth edges and remain stable when loaded with produce. Tent poles, canopy legs, boxes, umbrella stands must not obstruct foot traffic flow and care must be taken when setting up or taking down displays. All tents and umbrellas must be weighted and properly tied down.

### **Smoking**

Smoking is not permitted inside the Barn, or in close proximity to the Barn or any outdoor vendor. A designated smoking area has been established near the entrance to the walking trail near the southwest corner of the patio area. The Barn management reserves the right to request that smokers extinguish or move if it is perceived that their activities are causing a health risk to nearby vendors or customers. Please address any concerns to the Market Manager.

### **Disclaimer**

Although the Market does carry liability insurance, the Market does not assume responsibility for loss or damage to the stall area, product, vehicle and any other property of the Market vendor, their employees or representatives. The vendor accepts all reasonable risks associated with the use of the Market stall and will exercise sound loss prevention measures at all times. The vendor shall not make claim or take any legal action against the HBA or its representatives for any loss, damage or injury caused to the vendor, agents and/or property, including vehicles.

## **6. Appendix**

**A. Booth Layout Map**

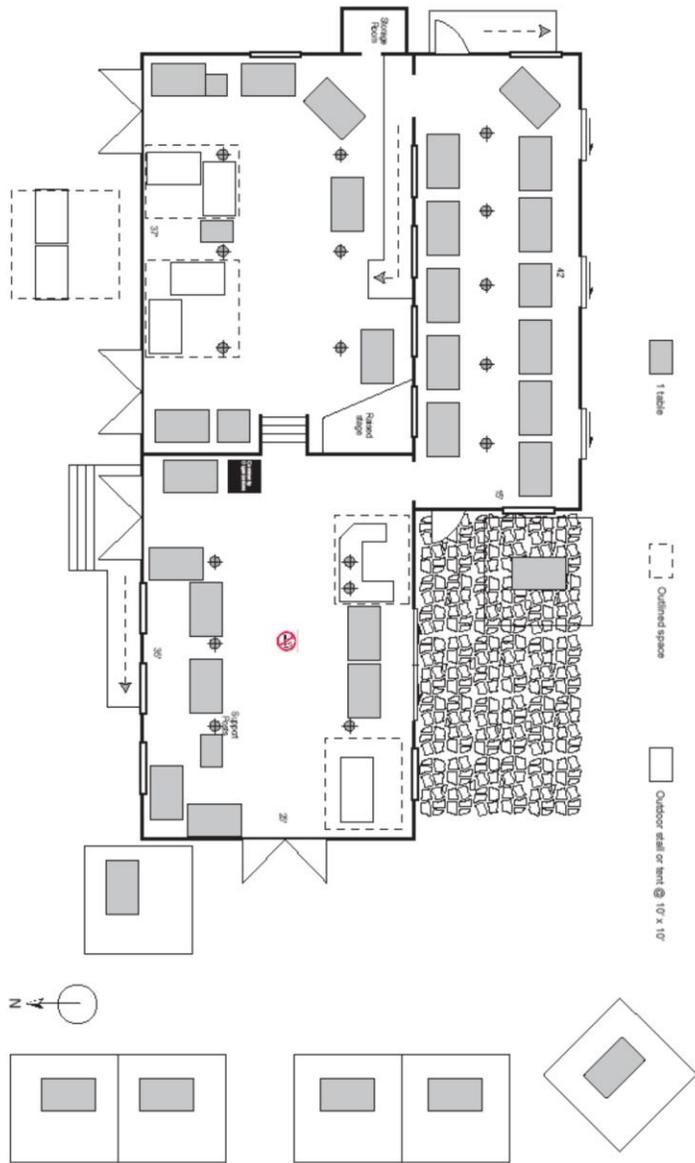
**B. Market Tips**

**C. Important Contacts**

**D. Vendor Concern Form**

**E. Product Challenge Form**

Appendix A



## APPENDIX B

### ***Market Tips***

#### **Merchandising 101: Sell Smart and Increase Profits**

1. Build customer loyalty. Create an identity for yourself. For example, make your farm name and location clear to customers. Provide a description of your farm including location, acres, history, crops, and growing methods. Try displaying this information on a poster and include pictures of your farm. Or have a flyer AND a business card to distribute to customers. Take advantage of the opportunity to educate shoppers about how things are grown.
2. Train employees! Make sure they are knowledgeable about your product and your farm. Continuity of salespeople builds relationships with repeat customers.
3. Provide samples. Let your customers taste the difference! Sampling can increase sales up to 30%. Ask customers: "Have you every tried this variety?" Make sure you follow the minimum guidelines for food safety detailed in this packet. Keep a separate box with your sampling tools, e.g. toothpicks, serving platter, napkins.
4. Supply recipes and information. Find recipes that are simple and contain a few ingredients that can be found at your stand or other parts of the farmers' market.
5. Start an email list. Let your loyal customers sign up for a mailing list so you can inform them about special opportunities, your ripening schedule, other markets, and locations they can find you or your product.
6. Use your personality and expertise as a merchandising tool to build and strengthen your customer base.
7. Practice good "boothmanship." Smile and engage customers. Remember that customers are drawn to enthusiasm but repelled by aggression.
8. Consider the Market as a venue to network, expose your product, and gain FUTURE sales.
9. If you have a website, be sure to include the address on all your promotional products, labels, etc.
10. Bring everything you need.

## Hubbards Farmers' Market Important Contacts

Position	Name	Telephone	Email
Executive Director	Ashley Marlin	902-277-1697	market@hubbardsbarn.org
Food Safety Specialist (Lunenburg County)	Daniel McGee	902-543-4685	Daniel.McGee@novascotia.ca

APPENDIX D



**Vendor Concern Form**

*Vendors who have concerns about market operations, vendor policies, or other vendors' compliance with market rules, should submit this Concern Form. The Hubbards Barn Association will not reveal the inquiring vendor's name to anyone. Please submit this form directly to market management on the market day or within a week of the market during which the alleged violation occurred.*

Current Date: \_\_\_\_\_ Your Vendor Business Name: \_\_\_\_\_

Your Contact Information (name, phone number, email or mailing address):

\_\_\_\_\_  
\_\_\_\_\_

Your Concern. (If applicable, please use your Vendor Handbook to reference the rule or policy with which you have a concern. If this is a complaint regarding a Vendor, specify Vendor's name.)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Market date and approximate time at which the violation occurred (if any):

\_\_\_\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date

<b>For Market Use Only:</b>	Notes:
Date Rec'd _____	
By _____	
Fee Rec'd _____	

APPENDIX E



**Product Challenge Form**

*Vendors can submit this challenge form when they believe another Vendor is misrepresenting their product. There is a \$20 filing fee (which can be shared by a group of Vendors). This fee is returned to the challenger(s) if the claim is verified. Please submit this form directly to market management on the market day or within a week of the market during which the alleged violation occurred. The Hubbards Barn Association will not reveal challenger(s)' identities to anyone.*

Name of the vendor about whose product you are challenging:

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Specific product(s) that you are challenging:

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Market date and approximate time at which the product is being sold:

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Please state the specifics of the violation. Provide any evidence that supports your challenge.

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Your name, business name, addresses and phone number.

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Signed \_\_\_\_\_

Date \_\_\_\_\_

**For Market Use Only:**

Notes:

Date Rec'd \_\_\_\_\_

By \_\_\_\_\_

Fee Rec'd \_\_\_\_\_