

# POLICY MANUAL



*James Bay Market Society, c/o 547 Michigan Street, Victoria British Columbia V8V 1S5*

*[www.jamesbaymarket.com](http://www.jamesbaymarket.com)*

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## **CONSTITUTION**

*(abbreviated)*

### **PURPOSE**

In the spirit of community living in James Bay, we want to promote the benefits of a local market with the intent to foster the uniqueness of this neighbourhood. The purposes of this society then, are as follows:

- To encourage and develop an awareness of the importance of local agriculture, art and craft.
- To encourage education about the environment, healthy living and organic farming.
- To provide a direct sales outlet in the neighbourhood for locally produced goods including: handcrafted items, art, produce and home prepared foods.
- To provide an atmosphere that encourages community interaction and participation of the neighbourhood.
- To acquire, sell, manage, lease mortgage, dispose of or otherwise deal with the property the society needs to carry on its various objectives.
- To increase awareness of the benefits of neighbourhood markets.

The purposes of the Society shall be carried out without purpose of gain for its members and any profits of accretions to the Society shall be used for promoting its purposes.

In the event of winding up or dissolution of the Society, funds and assets of the Society remaining after payment of debts and liabilities, shall be given or transferred to organizations with similar purposes in BC, as may be determined by members of the Society at the time of dissolution, and as required by Canada Customs and Revenue Agency.

No Director or Officer shall be remunerated for being or acting as a Director or Officer, but a Director or Officer may be reimbursed for all expenses necessarily and reasonably incurred by s/he while engaged in the affairs of the Society.

Dated 31<sup>st</sup> day of January, 1995

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## **THE JAMES BAY COMMUNITY MARKET**

- Saturday is Market Day, from the first weekend in May to early October.
- The Market operates rain or shine.
- Market hours are 9 am to 3 pm. Farmers may leave the Market after 1 pm only if sold out. All other vendor must stay until 3:00 PM.
- Repeated violation of the Set Up and Take Down guidelines can, unless board approval is obtained, result in the temporary or permanent expulsion from the James Bay Market.
- Repeated violation of the Market No-Show/Cancellation policy can, unless board approval is obtained, result in the temporary or permanent expulsion from the James Bay Market.
- The market is located on the corner of Menzies and Superior Streets, in James Bay.
- Vendors and volunteers are allocated free parking space in a specified area, with the use of a parking pass provided by the Market Manager.

## **ELIGIBILITY FOR VENDING**

- Vendors selling handmade, homemade, homegrown products.
- Vendors selling products produced in the Capital Regional District (CRD) and southern Vancouver Island with preference to James Bay.
- Vendors who do not own and sell their products at a storefront or franchise operation (exclusive of farm gate sales).
- Vendors selling fruits, vegetables, plants, seeds, flowers, bread products, honey, home-prepared preserves, and original crafts.
- Vendors may not re-sell any product.
- The decision as to the suitability of any product at this community market shall be at the discretion of the Board of Directors.
- Also see “Specific Criteria for Jurying”.
- Vendors must make and sell own product.
- Vendors may have an alternate person sell product for no more than 5 market days each season. This alternate must be familiar with the materials and production methods of the products.

## **NOT ELIGIBLE For VENDING**

- Persons who own a retail outlet and sell their product from it.
- Persons who sell at a mall kiosk for more than 6 consecutive months out of a 12-month period.

## **JURY COMMITTEE**

The jury committee is responsible for choosing the artisans, craft persons, and artists who will sell at the summer market and the Dickens Fair.

The jury committee is composed of no fewer than three and no more than five people. Two members of the committee may be vendors who sell at the summer market. The remaining members may be members of the Board of Directors or be drawn from the community at large. All members of the committee will be chosen for their expertise in one or more areas of art/craft.

Duties of the jury committee are:

- select dates and times for jurying of new vendors for the summer market and the Dickens Fair.
- advise the Market Manager of the dates and times so the Manager can advertise, arrange space for the jurying, arrange for a receptionist for the jurying, and prepare all necessary applications and forms.
- upon completion of interviewing all prospective vendors, advise all of the applicants of the jury decision.
- advise the Market Manager of the jury decisions and turn over all the applications to the Market Manager.

## **JURY FEE**

- Beginning in March 2003, there will be a non-refundable \$10 fee for jurying all new vendors.
- Vendors who pay to be juried, in accordance with other policies, must pay their Society membership fee and first week booth fee prior to the first market they wish to attend. Vendors do not have to become members of the Society in order to be juried.

## **JURYING PROCEDURE**

### **SUMMER MARKET**

- All new vendors are juried. Any vendor who has been juried, accepted, and attended the summer market in the previous year does not need to be juried for the summer market in a subsequent year provided the products they intend to market are the same as those already juried. Any items which are new and substantially different from those previously juried and accepted must be seen by the jury before the vendor is accepted at the market.
- Any new items added during the season are juried.
- Jurying is done on set dates throughout the Market season.
- The Board reserves the right to limit identical or very similar products.

## **SPECIFIC CRITERIA FOR JURYING**

### **PRODUCE**

A Vendor who sells produce or farm products will be classified as a farmer.

The farmer must locally grow all produce and farm products for sale, with the possible following exceptions:

- the Board may make exceptions so that produce, otherwise not available, is made available for sale at the Market
- the sharing of a table by two or more farmers;
- a farmer selling for another farmer who does not have enough produce to warrant a separate table (the farmer who grows the produce may be required to sign the Vendor Application and Liability Forms, in addition to the vendor)
- If space is limited, preference may be given to farmers who:
  1. offer a different type of produce or a farm product not already being sold at the Market
  2. use natural or organic farming practices
  3. are local
  4. intend to make a commitment as a vendor at the Market
  5. have sold on a regular basis at the Market over the past years.
- At the time of application, farmers will be asked to fill out a questionnaire regarding their growing practices and to list the produce they grow. If farmer is selling produce he or she did not grow this produce must also be listed, as must the name and address of the farm on which this produce was grown. This Farmer's statement must be current and posted at the Farmer's booth each week.
- Vendors who grow and process fruits and vegetables (eg jams, preserves) will be classified as a farmer. Vendors who process, but do not grow, fruits and vegetables will be classified as a food vendor.
- A vendor classified as a farmer may only sell produce. A farmer who wishes to sell produce and other products will be classified as a food or craft vendor.

### **CRAFTS**

- Items must be original, of unique work or design.
- The handcraft component must dominate the commercial component; the commercial components must be transformed in a way that makes the work unique (minimum 75%).
- The starting material must be significantly altered and enhanced by the artisan (minimum 75%).
- The product must meet basic expectations of product life, function and safety.
- Consideration will be given to those craft vendors who have sold on a regular basis at the Market over the years.
- All crafts must be juried before being displayed for sale, to ensure compliance with Market guidelines.

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### **BOOKS**

- Vendors who wish to sell books at the market must first have the books juried.
- Books meeting the jury criteria for sale at the market. Books meeting the jury criteria can only be sold at the market by the author.

### **Photography**

- For purposes of market variety, original photography shall be juried and considered separately from photocards and art cards.

### **SERVICES**

- Anyone who offers a service to the public at the market must complete an application and sign a statement, which indicates that they have liability insurance.
- Service vendors must supply copies of their certifications attesting to their qualifications to offer the service being applied for.
- Service vendors must supply copies of their standing in good stead with their professional organizations for the service being applied for.
- Service vendors will provide their own supply of soapy water or other suitable disinfectant (i.e. handy wipes) for washing their hands.

### **FOOD PRODUCTS**

- All food products must meet CRD health regulations. A copy of the completed “Application for Catered Function or Bake Sale” must be presented with the vendor application to sell at the Market.
- A copy of current Food Safe certification or equivalent must be presented with the vendor application and be available on site at all times, to show on demand.
- The Board encourages the use of organic, unrefined, locally grown ingredients whenever possible.
- All food products require clear and legible labels detailing the ingredients used to make the product. Items may be individually labeled or vendors may use single signage next to the product(s).
- Food vendors will provide their own supply of soapy water or other suitable disinfectant (i.e. handy wipes) for washing their hands.
- Food vendors will provide their own garbage receptacle that will remain at their vendor space. At the end of the Market day, each food vendor will remove both the receptacle and the garbage from the Market site.

## **SUMMER MARKET VISITING ARTISAN BOOTH**

- Each market day, one permanent booth will be reserved for a visiting artisan.
- Each week, starting at the top of the wait list, artisans will be called until one is found who wishes to come to the next market and sell at that market in the location set aside for the visiting artisan.
- If an artisan does not become a permanent market vendor but wishes to have the opportunity to participate in a future market as a visiting artisan, their name will be placed on the bottom of the wait list.

### **DICKENS FAIR**

- Any craft vendor who has been juried, accepted for, and attended the summer market is also accepted for the Dickens Fair.
- Vendors who have not been juried for the summer market must be juried for the Dickens Fair. The criteria and process of being juried for the Dickens Fair are the same as for the summer market. There is no jury fee for the Dickens Fair. Acceptance into the Dickens Fair does not assure acceptance into the summer market.
- A vendor must be a member of the Society in order to vend at the Dickens Fair.
- James Bay Market Society vendors will be given priority acceptance at the Dickens Fair.
- The vendor must complete an application for the Dickens Fair, but, providing the products to be marketed are the same as those approved for sale at the summer market, will not be required to be juried again.

### **COOPERATIVES**

- We will accept applications from groups of 2 or more persons, who wish to form a co-operative for the purposes of marketing their goods. Each member of the co-op must be named in the application, the product(s) of each member must be specified for each member of the application within the application, each member of the co-op must undergo the jury process for crafts.
- Each co-op member must attend a minimum of 50% of the time the booth operates at the market. The person vending on any market day must be one of the named members of the co-op. Each member of the co-op must be familiar with the materials and production methods of the products of every co-op member.
- The cost for co-op booth operation is shown in the Fee Schedule.

## **FEES SCHEDULE**

(revised 2009)

<b>SPACE SIZE</b>	<b>FEE PER WEEK</b>
Full Space <u>Craft</u>	\$25.00
Full Space <u>Food</u>	\$25.00
Half Space Craft	\$17.00
Half Space Food	\$17.00
Shared Full Space	\$17.00 per vendor
Full Space <u>Farmer</u>	\$15.00 per vendor
Co-op Booth Pricing:	
2 person co-op – 1 Full Space	\$34.00 (17+17)
3 person co-op – 1 Full Space	\$34.00 (17+17)
2 person co-op – 2 Full Spaces	\$50.00 (25+25)
3 person co-op – 1 1/2 Spaces	\$42.00 (25+17)
Non profit organizations	No charge

Fees will be collected weekly in advance. All vendors will submit their first week's fee with their application. Each week thereafter, the weekly fee will be collected from each vendor at the market.

The market will discount fees to those vendors who wish to pay their annual fee in advance. For the summer market the annual discounted fees will be as shown below:

<b>Full Season Rates:</b>	<b>SEASON FEE</b>
Full Space	\$450.00
Half Space	\$306.00
Full Space Co-op	\$612.00
Full Space Produce	\$270.00

## **SPACE**

- A full space of 10' by 10' will accommodate a 9' by 9' or 10' by 10' canopy, or a 10' table with minimum 5' space behind.
- A half space of 5' by 10' will allow an approximate 5' frontage. A vendor's booth covering (tent umbrella, etc) must fit within this space. Vendors who bring equipment that fills a full space must either find a person to share with or pay for a full space.
- Two vendors who occupy half spaces and wish to share a 10' by 10' tent must inform the market co-coordinator by the Wednesday prior to the market.
- Since site use, and therefore layout, varies from week to week, vendors cannot be guaranteed the same location each week.
- The Market mounts a series of educational or special events over the course of the summer, which must also be located in the site plan.
- Visiting Crafter's Booth: For each market season, one permanent booth location is reserved for a visiting artisan.

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- With respect to vendors, these guidelines are considered:
  1. every vendor will have good access to a walkthrough lane
  2. craft vendors with similar products will be well separated
  3. complementary products which enhance each other will be clustered together
  4. farmers will be placed along the parking lot for ease of unloading

### **VENDORS' GUIDELINES**

- Vendors must supply their own tables, chairs, and coverings.
- Vendors selling, handling food, or providing a “hands-on” service to clients must provide their own supply of soapy water or disinfectant (i.e. handy wipes) for washing their hands.
- Vendors must confirm their attendance to the Market Manager by 5 pm on the Wednesday prior to Market Day.
- Vendors must cancel by 5 pm on the Wednesday prior to Market Day. If they do not advise us of cancellation by the time specified, their weekly booth fee will be forfeit to the market.
- Vendors must check in with the Market Manager for their assigned location, not earlier than 7:30 am or later than 8:30 am on Market day.
- Vendors of food products will immediately cease to sell, and will remove any product upon the request by an official or representative of the CRD Health Unit, or by the Market Board or its Market Manager.
- Each vendor is responsible for obtaining tax numbers for the collecting and remitting of Provincial and/or Federal Sales taxes, WHERE APPLICABLE.

### **NON-PROFIT ORGANIZATIONS' GUIDELINES**

- One space per Market Day will be allowed for a CRD area non-profit organization at the discretion of the Board.
- Non-profit organizations may utilize this space to:
  1. display their literature
  2. sell memberships
  3. give demonstrations.
  4. sell raffle tickets, with a valid license
- Non-profit organizations may not utilize this space to sell products or give products away “by donation”. A non-profit organization who wishes to sell products may apply as a regular vendor.

### **GENERAL CONDUCT**

- Each vendor is responsible for keeping their selling space and surrounding areas free of litter.
- Vendor refuse must be removed from the site by the vendor and not placed in Market refuse containers.
- Smoking is not allowed within the vendor space. Smoking is allowed on the perimeter of the Market booths, and all butts are to be removed by the individual smoker.

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- Dogs and other animals are to be kept on a leash and under control. If any animal becomes a distraction for market goers and vendors alike, the owner will be asked to remove the animal from the Market and its environs.
- The Board expects that all persons connected in any way with the market will at all times behave in a responsible and respectful way towards one another and the property of each other.

If one has concerns about the conduct of another person that may result in harm to the Market or to others, that person has the responsibility to make every effort to determine the facts and to resolve the matter together with the other person or persons. If this effort is not successful, the matter may be brought to the attention of the Market Manager who, together with the persons involved, will work to solve the problem. Each person who is involved in the matter will be required to write his or her understanding of the issues and submit these to the Market Manager before the Manager will act in the dispute.

If the Market manager and the persons involved are unable to come to an agreement, the matter may be brought to the attention of the Board. The Board will attempt to determine the facts of the matter and will make a decision. The decision of the Board is final.

- Hawking, badgering or accosting of anyone at the Market is not acceptable.
- Any vendor who disturbs the peace of the market in any manner for any reason will be asked to leave the market forthwith. The Board will decide what subsequent action to take. This action may take the form of a letter of notice about the consequences of future lapses by the vendor in question or permanent expulsion of the vendor from the market.
- The Board, in its discretion, may refuse selling space to any individual, and will ask that individual to leave the Market, in the event of non-compliance with the Market regulations.

*At the time of application, each vendor will be required to read the following and sign a statement of agreement.*

## **JAMES BAY MARKET SOCIETY LIABILITY, PROTECTION AND INSURANCE**

### **LIABILITY**

The James Bay Market Society and its members/agents will not be responsible for loss or damage or injury to exhibits, merchandise, other properties, or personnel, which are on the site of the weekly Community Market. The vendor shall accept full responsibility for any and all damage caused by the vendor or his representatives and agrees to indemnify and save harmless the James Bay Market Society and/or its members/agents/employees against any and all claims for any such loss, damage or injury no matter how caused.

### **PROTECTION OF VENDOR PROPERTY**

The James Bay Market Society and its members/agents will not be responsible for the safety of exhibits, merchandise, other properties, or personnel against robbery, damage by fire, accident or any other causes. In all cases, vendors are responsible for their own insurance coverage.

### **PROTECTION OF PROPERTY AND DISPLAY FIXTURES**

Vendors will be held responsible for all damage done or caused to the market site and market display fixtures by them, their agents and/or their employees.

### **INSURANCE**

The Vendor shall not do nor permit anything to be done in or about the assigned vendor space or bring into, or keep upon the same space, anything which in any way shall effect a fire risk or increase the rate of the Market Society's insurance policy. Should the rate of the Market Society's insurance be increased by reason of any violation of this Agreement by the vendor, the vendor will be liable to pay the amount of any such increase. The Market Society will not assume any responsibility for the safety of the vendor against robbery, fire damages, accidents or for any cause whatever. In all cases, vendors must insure their own property, materials and merchandise which is brought to the James Bay Community Market.