

James Bay Market Society Constitution

2018 revision – Final

- **Name:** James Bay Market Society
- **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: hand-crafted 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.

Dated: October 27th, 2018

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 or within the Market space. Vendors who smoke must leave the Market grounds to do so.
- 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 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.

MARKET DESCRIPTION

- The market is located on the corner of Menzies St. and Superior St. in James Bay.
- Saturday is Market Day, from May 1st to October 2nd, 2021.
- The Market operates rain or shine.
- Market hours are 9:00 am to 1:00 pm without artisans and 9:00 am to 3:00 pm with all vendors.
All vendors must stay until the end of the Market day.
- Vendors and volunteers are allocated free parking space in a specified area, with the use of a parking pass provided by the Market Manager.

VENDORS' GUIDELINES

- Vendors must supply their own tables, chairs, and coverings.
- Vendors selling food, 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.
- If a vendor must cancel, this must be done by 5 pm on the Wednesday prior to Market Day. If they do not advise the Market Manager of their cancellation by the time specified, they will forfeit their booth fee for that week.
- Vendors must abide by the Code of Conduct at all times. Failure to do so will result in expulsion from the Market.
- Vendors are reminded that the Market Manager has the final say regarding the weekly Market layout, and may not always be able to grant individual requests from vendors.
- 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.
- 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.
- Vendors of food products will immediately cease to sell, and will remove any product upon request by an official representative of VIHA, 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.
- The Board reserves the right to ask a vendor to leave the market at any time if they are in violation of the policy or Code of Conduct.

VENDING ELIGIBILITY

- Products must be handmade, homemade, or homegrown.
- Products must be produced in the Capital
- Regional District (CRD) or southern Vancouver Island with preference to James Bay.
- Vendors must make their own product.
- Vendors cannot own a storefront or franchise operation from which they sell their products. This does not include farm gate sales. The exception to this policy is: local high-risk food (example: milk, cheese, yogurt) producers who may have an existing storefront.
- Priority will be given to those who produce food/products solely to be sold at the market and/or have wholesale accounts without a physical storefront. Exceptions will be made for producers of high-risk food at the discretion of the Board of Directors and will only be considered to fill holes where an at-home producer is unable to provide. Those who have storefronts will not be guaranteed space on a yearly basis. Priority will always be given to those without a storefront who satisfy all the requirements put in place by VIHA.
- Products may include, but are not limited to, fruits, vegetables, plants, seeds, flowers, bread products, baked goods, honey, preserves, ready to eat food, soap, body products, clothing, books, personal services, art and original crafts.
- Vendors may have an alternate person sell their product for no more than 5 market days each season. This alternate must be familiar with the materials and production methods of the products.
- The decision as to the suitability of any product at this community market or at the Dickens Fair shall be at the discretion of the Board of Directors.

NOT ELIGIBLE FOR VENDING

- Persons who own a retail outlet and sell their product from it. The exception to this is: as stated above
- Persons who sell at a mall kiosk for more than 6 consecutive months out of a 12 month period.

JURYING PROCEDURE SUMMER MARKET

- All new vendors must be juried. A new vendor is defined as anyone who has not attended the summer market in the previous year.
- There will be a non-refundable \$10 jury fee for all new vendors.
- Vendors who attend the summer market for consecutive seasons will need to be juried every 3 years. The \$10 fee will not apply.
- Vendors wishing to sell any items not listed on their original application must first have the items juried.
- Vendors do not have to become members of the Society in order to be juried.
- Jurying is done on set dates throughout the Market season.
- The Board reserves the right to limit identical or very similar products.
- Consideration will be given to those vendors who have sold on a regular basis at the Market over the years.

JURY COMMITTEE

The jury committee is composed of no fewer than three people and is suggested to be no more than five people.

Whenever possible, the jury committee should be comprised of one artisan/crafter, one farmer, one food vendor and one member from the community.

The date and location of the initial jury sessions of the year will be decided by the Board of Directors.

The date and location of any following jurying sessions will be scheduled by the jury committee and communicated to the Market Manager.

DUTIES OF THE JURY COMMITTEE:

- jury vendors following the set of criteria in the JBMS policy
- select dates and times for jurying vendors after the initial jury session of the year
- ensure the dates and times of jurying are posted on the website, arrange space for the jurying, and prepare all necessary applications and forms
- upon completion of the jurying session, the jury committee will contact all applicants with the decision within a timely manner
- advise the Market Manager of the jury decisions
- organize and file all vendor applications
- ensure that all accepted food vendors have submitted their Food Safe certificates and any other applicable paperwork required by VIHA
- perform random checks during the season to make sure all vendors and their products coincide with the information provided on the initial applications

JURY CRITERIA:

FARMERS

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 submit a producer's statement. This will include their growing practices and a list of the produce they grow.
- If farmer is selling produce that he or she did not grow then the produce must also be listed and must include 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.
- If a farmer is selling produce that they did not grow, the farmer must indicate this with a clear, legible sign next to each type of produce. The sign must indicate where the produce was grown and be on a note card no smaller than 4" x 6".

ARTISANS/CRAFTERS

- Items must be original, of unique work or design.
- The handcraft component must dominate the commercial component; the commercial component must be significantly transformed in a way that makes the product unique.
- The product must meet basic expectations of product life, function and safety.
- The starting material must be significantly altered and enhanced by the artisan

BOOKS

Books can only be sold at the market by the author.

SERVICES

- Where applicable, 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 where applicable.
- 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 current VIHA regulations.
- Sampling of food must meet current VIHA regulations.
- A copy of current Food Safe certification must be presented with the vendor application and be available on site at all times, to show on demand.
- A copy of PH testing of all canned goods must be presented with the vendor application and be available on site at all times, to show on demand.
- 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. hand sanitizer) 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.

FEES SCHEDULE Weekly Fee

Full Space	\$30.00	Half Space	\$20.00
------------	---------	------------	---------

Non-Profit

***no charge**

*Non-profits are welcome but must pay annual membership to participate

Drop in Vendors

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.

Full Season Vendors

There will be a discount in fees to those vendors who wish to sign up for a full season. Vendors who sign up for a full season must pay in full with their application. For the summer market the annual discounted fees will be as shown on the application form.

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.
- Vendors who pay for the full season will be able to reserve one spot in the layout(s). The Market Manager will do their best to ensure they receive their reserved spot throughout the season. However, there is no guarantee that each vendor will receive their reserved spot on every market day.
- Vendors who pay weekly will be assigned a space in the layout by the Market Manager at each market. There is no guarantee that weekly vendors will be in the same location every time they attend the Market.
- The Market Manager has final say on the layout plan each day.
- No vendor may set up in the morning in a spot without first consulting the Market Manager on that same day. Any vendor doing so may be asked to move to a different spot or be asked to leave the market for that day.
- 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.

- 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

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.

DICKENS FAIR

- All vendors have to apply via the Dickens Fair Committee for the Dickens Fair, regardless
- of participation in the summer market or in previous Dickens Fairs.
- The process of being juried for the Dickens Fair is the same as for the summer market.
- There is a jury fee for the Dickens Fair of \$10.
- 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.

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.

POTECTION 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. It is highly recommended that vendors purchase their own liability and product insurance.