

James Bay Market Society Constitution

2023 revision –

- **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 RULES OF 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 or vaping are not permitted within the vendor space or within the Market space. Vendors who smoke or vape must leave the Market grounds and go to our designated smoking areas.
- Dogs and other pets are to be kept on a short leash and under control. If any animal becomes a distraction for marketgoers and/or vendors, the owner will be asked to remove the animal from the Market and its environs. No vendor's dogs or other pets are permitted on the market site from 7:30 am to 5 pm except for their service animal/s.
- The Board expects that all people connected in any way with the market will always behave in a responsible and respectful way towards one another and the property of each other.
- No vendor is permitted to play any kind of sound equipment or instrument during market hours without prior written approval from the Market Manager.
- 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 people 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 people 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 decide. 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 space to sell to any individual, and will ask that individual to leave the Market, in the event of non-compliance with the Market regulations.
- No religious, political or politically sensitive information is permitted to be circulated at the market.
- No political or municipal canvassing or polling is permitted at the market.
- Government regulations prohibit the sale of cannabis or cannabis related items for the sale of cannabis and its bi-products.

MARKET DESCRIPTION

- The market is located on the corner of Menzies St. and Superior St. in James Bay.
- Market days and hours are determined by the board yearly.
- All vendors must stay until the end of Market Day. If a vendor sells out, they may put up signage to that effect and leave their booth intact until closing.
- Vendors and volunteers are allocated a free parking space in a specified area, with the use of a parking pass provided by the Market Manager.

VENDORS' GUIDELINES

SPACE

- The full space is 10' by 10' and will accommodate a 9' by 9' or 10' by 10' tent or canopy. No other types of coverings are permitted i.e., umbrellas etc. without written permission from the Board.
- Each vendor must sell from a flame-resistant tent with either a minimum of 10 lb. weights on each leg or the tent must be secured with 9-inch tent stakes.
- There are no half spaces at the JBM.
- JBMS does not guarantee that any vendor will receive their same spot each market day.
- The Market Manager has the final say on the layout plan each market day and may not be able to grant individual requests.
- 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 must be completely ready to sell at market by 9:00 am
- Take Down should be completed within 1 hour of closing.
- Vendors must supply their own tables, chairs, and coverings and all their equipment must be located within their designated selling area.
- Any vendor with ignitable or combustible equipment or product must have in their space a fire extinguisher with up-to-date certification.
- No more than two persons per 10 x 10 sales area is allowed.
- Insurance is required for certain categories of sellers. Please check our application form for details.
- Vendors selling food, handling food, or providing a "hands-on" service to clients must adhere to all current VIHA regulations.
- If a vendor must cancel, this must be done **by noon on the Wednesday prior to Market Day**. If they do not advise the Market Manager of their cancellation by the time specified, the vendor will be fined their normal daily vending fee, payable prior to vending at their next market and they will forfeit their booth fee for that week.

- 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 must always abide by the rules of the General Rules of Conduct. The Board reserves the right to ask a vendor to leave the market at any time if they are in violation of the Policy Manual or General Rules of Conduct.
- Repeated violation of the Set Up and Take Down regulations can, unless Board approval is obtained, result in temporary or permanent expulsion from the JBM.
- 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.

VENDING ELIGIBILITY

- Products must be handmade, homemade, or homegrown.
- No political or politically sensitive material is permitted.
- Priority is given to products made, grown, or produced on Vancouver Island or the Gulf Islands
- 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, original art and crafts.
- 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. The only exception is farm gate sales which are permitted.
- An ANNUAL exemption can be granted by the Board of Directors to the producers of high-risk food (examples: milk cheese, yogurt) or sellers of products not represented at the market and only considered to fill holes where at-home producers are not able to provide the product or service.
- Accepted vendors may employ persons to sell for them in their booths but must ensure that their employee/s are familiar with the material and production methods the vendor uses and can convey these to the public.
- The final decision as to the suitability of any product at JBM shall be at the discretion of the Board of Directors.

REVIEW PROCEDURE**SUMMER MARKET**

- All new vendors must be reviewed. A new vendor is defined as anyone who has not attended the summer market in the previous 2 years.
- There will be a non-refundable \$10 review fee for all new vendors (at the discretion of the Review Committee).
- Vendors who attend the summer market for consecutive seasons will need to be reviewed 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 reviewed. A \$10 review fee will apply (at the discretion of the Review Committee).
- Vendors do not have to become members of the Society to be reviewed.
- Reviewing is done on an ad hoc basis 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 in the past two years.

REVIEW COMMITTEE

- The review committee is composed of no fewer than three people and is suggested to be no more than five people.
- Whenever possible, the review 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 review sessions for the year will be decided by the Review Committee.
- The date and location of any of the following review sessions will be scheduled by the Review Committee and communicated to those persons needing the information.

DUTIES OF THE REVIEW COMMITTEE:

- Review vendors following the set of criteria in the JBMS policy.
- Arrange space for reviews and prepare all necessary applications and forms.
- Upon completion of the review session, the review committee will contact all applicants with the decision within a timely manner.
- Advise the Market Manager of their decisions.
- Organize and file all vendor applications.
- Ensure that all accepted food vendors, producers of soap and body care products and providers of bodywork services have submitted all their relevant paperwork based on their category, including their insurance documents naming the James Bay Community Market before selling at the market.
- Perform random checks during the season to make sure all vendors and their products coincide with the information provided on the initial applications.

REVIEW CRITERIA:**FARMERS**

A farmer is considered:

1. A person/s who grows produce, herbs etc. either on farmland, in a garden plot or in a greenhouse etc.
2. Meat products harvested/grown/produced by the vendor on their farm.
3. Seafood caught/harvested off Vancouver Island. (Certain Regulations apply.)
4. Farm value added products made from a farmer's harvest.
5. Exceptions will apply for co-operative operations which will require Board Approval. When offered for sale these co-op products must be clearly marked under guidelines set out by the Board of Directors.

If space is limited, preference will be given to farmers who:

1. Offer a different type of produce or farm product not sold at JBM.
2. Use natural or organic farming practices.
3. Intend to make a commitment to becoming a permanent vendor at JBM.
4. Have sold at JBM in the last 2 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 products they grow and sell.

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.

BOOKS

Books may be sold at the market by the author/or their employee. No more than 4 authors can be represented in each 10 x 10 space. TWO sellers are permitted in the market space at one time.

SERVICES

- Where applicable, service vendors must at time of their application supply copies of their current certifications attesting to their qualifications to offer the service being applied for.
- Service vendors must provide in their space all necessary disinfecting and cleaning procedures as outlined by VIHA.
- Service Providers must display copies in their market space of their current standing in good stead with their professional organization.

FOOD PRODUCTS

- All food products must meet current VIHA regulations.
- Sampling of food must meet current VIHA regulations.
- A copy of their current Food Safe or Market Safe certification must be presented with the vendor application and be always available on site.
- A copy of PH testing of all canned goods must be presented with the vendor application and be always available on site, 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 a single signage next to the product(s).
- Food Vendors must adhere to all current VIHA regulations regarding hand washing and sanitizing in their booths.
- Food vendors and food-to-be-consumed 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.

ALCOHOL PRODUCTS

After acceptance as a vendor a current LCB Permit to sell at the Market must be presented prior to selling at the market. A Serving It Right Certificate for all sellers (required prior to the person/s attending the market) is also required.

SUMMER MARKET VISITING ARTISAN BOOTH

A space may be granted to a non-local artisan provided space is available on their requested date. The vendor is subject to review by the Review Committee prior to attending. The normal vending fee will apply.

VENDOR FEES

Space Fees

TBA yearly

Non-Profit & Community Group *no charge

*Non-profits are welcome provided space is available and they meet market guidelines. They are required to pay the annual membership fee to participate.

Drop in Vendors

- Vendor fees are collected in advance.
- At the first market, the vendor will pay \$20 membership fee in the JBMS, the vendor fee for the day and the fee for their next 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 or in two payments as decided by the Board.

With respect to vendors, these guidelines are considered

1. Craft vendors with similar products will be separated if possible.
2. Complementary products which enhance each other will be clustered together.
3. Farmers may be placed along the parking lot for ease of unloading where possible.

NON-PROFIT ORGANIZATIONS' GUIDELINES

A space may be granted to a non-profit organization provided space is available on their requested date. The non-profit organization is subject to review by the Review Committee prior to attending.

- 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 must apply as a regular vendor.

DICKENS FAIR

- All vendors must 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 reviewed for the Dickens Fair is the same as for the summer market.
- There is a review fee for the Dickens Fair of \$10.
- A vendor must be a member of the Society to vend 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 Saturday Market or the Dickens Fair. 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 or Dickens Fair site and 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 affect 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 damage, accidents or for any cause whatever. It is highly recommended that vendors purchase their own liability and product insurance. Certain vendors are required to purchase insurance before vending at our markets. Please refer to our vendor applications for details.