

Binbrook Farmers' Market (at Binbrook Fair Grounds)

Rules and Regulations

Mission

The Binbrook Farmers' Market is a project of the Glanbrook Division of the Hamilton Chamber of Commerce in partnership with the Binbrook Agricultural Society. The Binbrook Farmers' Market will sell and promote locally produced food and food products for the benefit of the community, local farmers and businesses.

Vision

The Binbrook Farmers' Market will be a vibrant and economically sustainable farmers' market offering fresh, locally grown and produced food in a manner that supports the community. The Binbrook Farmers' Market will be an important cultural and ecological addition to Binbrook and a place for local citizens to purchase locally produced products and learn about food, food preparation and farming.

1. Name

The official name of the market will be the Binbrook Farmers' Market (hereafter called BFM)

2. Purpose

The purpose of this document is to describe the organization and administration of the Binbrook Farmers' Market, and to outline the rules and regulations to be followed by the Hamilton Chamber of Commerce, The Binbrook Agricultural Society and the Binbrook Farmers' Market Team (BFMT). The BFMT shall deal with any issue not covered in this document.

3. Governing body (Chamber)

The governing body of the BFM shall be the Hamilton Chamber of Commerce (HCC). The HCC shall have sole bookkeeping and accounting responsibility of the BFM until such time as alternate arrangements are requested or made.

4. BFM Team

The BFM team will hopefully be comprised of 8 people, two from the Glanbrook Division of the Hamilton Chamber of Commerce, two from the Binbrook Agricultural Society, two vendors and two local residents who wish to volunteer time to be a part of this group. The BFMT retains the authority to invite and approve all applicants to the BFM, provided they meet the Selection Criteria, abide by the Rules and Regulations described herein. The BFMT will also be responsible for:

- a. The overall management, operation and administration of the BFM*
- b. The improvement of the BFM site and associated area; the layout of vendor space, and other physical improvements*
- c. The regulations of the BFM, including the hours of operation; designation of stall space; charging of fees; housekeeping rules; sanitation and posting of signs and other matters*
- d. The advocacy and support of the BFM and development of advertising and promotional programs for the Market.*

5. Key objectives of the market

- a. To create a place where local farmers can sell their produce and food products at prices which reflect the costs of production and a fair return for their efforts.*
- b. To create a place where residents of, and visitors to Binbrook can purchase fresh, locally grown and produced foods.*
- c. To create a place where the community gathers to socialize and have fun.*
- d. To create a place that restores the link between farmers and consumers. Farmers can learn what products the local consumers desire, and consumers can learn more about the seasonality of food production in our region.*

6. Market location, season, dates and hours

The location of the Binbrook Farmers' Market will be the Binbrook Agricultural Society (fair grounds) at 2600 Regional Road 56, Binbrook, Ontario. For the 2009 season, the BFM will utilize approximately__spaces. The BFM will operate on Saturdays from 8:00 a.m. to 1:00 p.m. and will run for an eighteen-week period starting July through to the end of October (start date needs to be flexible at this point but most likely July 4th).

7. Vendor Categories

Primary Producers – *Those who grow or raise their own products within 160 km of Binbrook.*

Secondary Producers – *Those who produce foods themselves such as artisanal bakers and makers of preserves and cheeses. Their products must be made with locally produced ingredients; if these are unavailable a maximum of 50% (by weight) of the ingredients in their products may be sourced from outside of Ontario.*

Handcrafts – *The BFM is a food-based market. Handcrafts are permitted at the market if sold by the primary producers, i.e. a goat farmer that sells goat milk soap and goat hair products.*

Community Table – *At least one stall space will be made available for local non-profit organizations and charitable groups. An application must be completed and permission obtained by the BFMT and may be limited to once per season.*

8. Selection Criteria

The following are the selection criteria that will be taken into account when the BFMT must choose between several vendors selling similar goods.

Priority will be given to:

- *vendors closest to Binbrook*
- *vendors using natural practices and/or ingredients*
- *market composition – discretion of the BFMT to ensure the market has a good mix of vendors*

9. Application and selection process

Participation in the BFM is by invitation of the BFMT. The BFM Team will refer to the Official Selection Criteria when determining participation in the BFM. The BFM is producer-based, therefore, only applicants selling goods, which they have produced themselves will be considered. Absolutely no resellers or peddlers will be allowed in the Market. However a producer may sell additional produce grown by a relative, a neighbour farmer or an approved association. All vendors must have an application form on file with the BFM to be considered for space rental. Preference will be given to current long-term vendors, provided they are held in good standing with the BFM Team. All products being sold in the Market will comply with applicable Provincial and Federal regulations regarding labeling, measuring, safety etc. Compliance with these regulations is the responsibility of the individual vendor. Live animals cannot be sold or given away at the Market.

10. Farm Verification

If the BFMT and/or market manager deem it necessary and with permission of the farmer they may visit the farm to verify their claims of locally and/or naturally grown. Denial of a farm verification visit may mean you may no longer be able to sell at the market. Claims of "certified organic" must be backed by documentation from an accredited organic certifier.

11. Fee schedule

The fee for one 10' stall at the BFM shall be \$25/week. For those vendors willing to commit to the entire 18-week season, the fee shall be \$20/week (\$360).

12. Stall allocation

The BFM Team shall allocate vendor space as follows:

- Renewing seasonal vendors will receive first consideration to renew the previous years' location*
- The final stall allocation will include an appropriate product mix and will be at the discretion of the BFMT.*

13. Grower Priority Rule

Primary producers are permitted to resell produce from other local farms as long as:

- a) resold products take up no more than 20% of their table space*
- b) that same product is not being sold on that market day by another vendor who grew the product themselves and*
- c) the product was produced within 160km of Binbrook.*

14. Vendor responsibilities

Compliance

Vendors must fully comply with the Rules and Regulations as set out in this document. Failure to do so may be grounds for termination of the Vendor Agreement.

Market business

The only business that shall take place at the BFM shall be that which has been contractually confirmed with the BFM Team.

Payment of Fees

All applicable fees must be paid prior to setup.

Punctuality/Attendance

Vendors may enter the BFM site at 7:30am on market day to start setting up. Vendors shall be open for business by 8am and shall make every effort to notify the BFM Team as soon as possible if they are not going to be in attendance that week.

Products

Vendors must bring enough product to last for the entire day. Exceptions may be made for reasons of product supply beyond control of the vendor, e.g. produce in season. All vendors must remove their tables, products and refuse after every Market day. Vendors must keep their booths/stalls/tables open for the entire Market Day, and not begin to tear down before 1pm.

Donation of perishable goods

Vendors are encouraged to donate unsold, perishable produce and products at the close of market day to a local food bank or charitable organization.

Displays

Vendors are responsible for providing all display materials (displays, tables, chairs etc) and setting up and tearing down any displays. Vendors must keep within appointed stall guidelines, not interfering with walkways or driveways etc. Shelters, umbrellas etc. must be properly fastened together and anchored immediately. Any ropes, poles etc used in the shelter construction must not interfere with customer traffic. Vendors participating in the market must have their name/business/contact information prominently displayed.

Conducting Business

Vendors must remain in their own booth/stalls when selling. Sales must be conducted in an orderly and business-like way. No shouting or other objectionable means of soliciting trade are permitted.

Pricing

All items offered for sale must have prices prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Each vendor will be responsible for his or her own sales tax collection, where applicable.

Permits

Vendors are responsible for obtaining all necessary licenses, permits, inspections and certificates for the sale of their products.

Farm products grades and sales act

Produce should be sold by units or containers. If your product is sold by weight, the scale has to be government inspected, with a valid sticker displayed.

Refuse

Booth/stalls/tables must be kept free from refuse during the Market days, and vendors are responsible for ensuring their stalls are left clean at the end of the day.

Prohibited

No alcoholic beverages are permitted on the Market site. Vendors and their representatives are kindly asked to refrain from smoking while on the BFM site.

Sub-letting

Under no circumstances will the BFM permit the subletting of stall space without explicit written consent of the BFMT.

15. Incidents/accidents

All market vendors must report any incidents or accidents at the market to the BFMT on the day the incident occurred.

16. Amendments to this document

This document may be amended at any time at the discretion of the BFMT.