



***Our mandate** is to provide Hazelton Farmers, Craft Producers, and Artisans with a prosperous & reliable market outlet for our produce and crafts, while creating an exciting, safe, & consistent market experience for local consumers. We believe that a community-focused market builds connections between the producer and the consumer, which in turn enhances food security, preserves farmland, and creates stability & opportunities for farm & craft-based businesses.*

### **Hazelton Farmers' Market Regulations & Principles**

Founded in 2009, the Hazelton Farmers' Market takes place Sundays from 10am – 2pm at the Hazelton Area Visitor Information Centre (Hwy 16 & Hwy 62, New Hazelton BC), seasonally from the first Sunday in May through to the last Sunday in September.

#### **Definitions:**

“HFMS” means the Hazelton Farmers' Market Society

“Market” means the Hazelton Farmers' Market

“Board” means the Board of Directors of the HFMS

“Manager” means the Market Manager contracted by the Board

#### **To Become a Vendor at the Market:**

- An individual must hold a current 'Vendor' Membership with the HFMS.
- The member may vend using a farm, business, corporate or organization's name that they are legally entitled to use, which must be included on their membership form.
- All products to be sold must fit within the “Grown, Baked or Made” criteria of the Market (see below) and receive the Manager's approval. It is highly recommended to confirm your product eligibility with the Manager beforehand.
- If an existing vendor wishes to add new items to their stall, prior approval from the Manger is required.
- Items that do not fit clearly within the “Grown, Baked or Made” criteria (including all ready-to-eat foods) require Board approval, which may take up to two weeks for the Board to review.
- Vendors must comply with Northern Health Authority Regulations and all other applicable laws, regulations, and rules regarding the sale of their product.

---

**Product Eligibility at the Market:**

In order to be sold at the Market, an item must fall into one of the following categories:

- a) **Grown, Baked, or Made** by the vendor, and the vendor is producing the item at a location within 100 km of the Hazeltons; or
- b) **Grown, Baked, or Made** by the vendor, and there are no producers of the item within 100 km of the Hazeltons, and the product is otherwise a good fit with the objectives of the market (e.g. seafood); or
- c) with special permission from the Board, a service provider whose service is a good fit with the objectives of the Market;
- d) with special permission from the Board, ready-to-eat food that is a good fit with the objectives of the Market; or
- e) with special permission from the Board, any other item the sale of which furthers the objectives of the Market.

A vendor may sell another vendor's approved product if:

- a) it doesn't comprise more than 10% of their display space; and
- b) appropriate signage and informational materials are clearly displayed.

**"Grown" means:**

- a) The producer has grown, from seed or cutting, the plant that is sold or from which the product is harvested; or
- b) The producer has grown to at least double its size, from a purchased seedling, the plant which is sold or from which the product is harvested; or
- c) The producer has raised the animal from which the product is derived from at least half of its life (e.g. meat, eggs, dairy, honey); or
- d) The wildcrafter has harvested the product from within the geographical boundary of permitted products at the Market (e.g. mushrooms)

**"Baked" means:**

- a) The producer has utilized basic ingredients, not purchased pre-mixes or pre-made components; and
- b) The product complies with the "Made" criteria (below)

**“Made” means:**

- a) the producer has taken basic components and combined them with skill to create a whole new material or substance (e.g. soap); or
- b) the producer has taken basic components and applied skill to create a new item such that the appearance of the components themselves is substantially altered, and the value of the original components is substantially increased (e.g. knitted items, candles); or
- c) the producer has taken purchased components and applied artistic vision and skill to craft unique finished items, and the value of the original components is substantially increased; or
- d) an artist may sell reproductions of their own original creation if the original fits in one of the following categories:
  - i. photograph
  - ii. painting
  - iii. graphic design
  - iv. sketch

An item is not “Made” for the purpose of the market if a vendor has:

- a) purchased components and assembled them; or
- b) purchased a product and altered it without unique artistry; or
- c) purchased a product and uniquely altered it, but the alteration does not substantially increase the value of the product as it was prior to the alteration.

“Substantial” increase in value means a minimum of a 50% increase (e.g. if cost of goods was \$10, the final value must be at least \$15).

“Unique” means one of a kind; acknowledging that an artist may produce multiple versions of a product that vary only slightly.

## Market Day Rules and Procedures

Vendors Must:

1. Abide by these Rules and by all decisions of the Manager that ensure the smooth operation of the Market.
2. Only sell items that have been approved for sale by the Manager, as outlined above.
3. Have Health Authority permits and any other required permits displayed.
4. Arrive at the Market no earlier than **60 minutes** prior to the Market's opening time.
5. Arrive at the Market no later than **30 minutes** prior to the Market's opening time.
6. Set up in the stall space assigned by the Manager.
7. Adequately secure canopies and all displays against wind.
8. Not use a generator without prior permission from the Manager.
9. Have vehicles out of the Market area (or parked in a designated space within the Market area) at least 15 minutes prior to the Market's opening time.
10. Park vehicles in designated areas so that customer parking is maximized.
11. Not sell product before the Market's opening time, except to other vendors.
12. Keep all product, displays, signs, et cetera within the boundaries of your stall space.
13. Display a sign with your **Farm or Business Name** and general **Location**.
14. If selling items made by someone else, those items must be clearly marked and the name of that entity (person, farm, or business) must be clearly displayed as the producer.
15. Only claim your products or farm as being "Certified Organic" or accredited by any other certification if you clearly display a current certificate from a recognized certifying body.
16. Not dismantle your stall before the Market's closing time unless absolutely necessary, in which case leave in a manner that causes minimal disruption to the Market.
17. Not have a moving vehicle within the Market area during the hours the Market is open.
18. Clean up your stall and surrounding area before leaving the Market.
19. Take your own garbage away from the Market site.
20. Make all reasonable efforts to keep the Market safe.

## Market Etiquette

Vendors Must:

1. Be courteous to other vendors, the Manager, and the public.
2. Not engage in blatantly disrespectful behaviour or offensive language.
3. Not offer for sale pets, livestock, used items, or any other unpermitted items.
4. Not present petitions, sell tickets (including raffle tickets), or carry out other activities inconsistent with the objectives of the Market.
5. Not "dump" product by selling it at prices significantly below fair market value.

6. Not collude with other vendors to raise or lower prices, or to pressure other vendors to raise or lower prices.
7. Properly supervise children at all times.
8. Not bring dogs into the Market area (except service dogs).
9. Not smoke in the Market area.

### Stall Assignments

1. The following criteria will be used to assign stalls:
  - a. Vendors who pay for the whole Season in advance are given first priority on stall choice, and have that stall reserved for the whole season.
  - b. Vendors who attend regularly can **elect** to have their stall reserved for the whole season, providing the manager is informed **at least 1 hours** prior to market start time if they will not be attending (so that stall can be reassigned for that week). **Vendors who no-show a reserved stall may forfeit their stall reservation** for the remainder of the season.
  - c. Stall reservations commence at the first market of the season, and proceed on a first come, first served priority of available stalls. **Requests for a reservation of a specific stall must be made to the Manger prior to the first market of the season.** If there are competing requests for a specific stall, priority will be given to the vendor who attended the most markets the previous season. If equal, priority will be decided by a coin toss.
  - d. Vendors without a reserved stall shall be assigned a stall by the Manager beginning one hour prior to Market start time, following a first come, first served priority. Vendors shall not set-up prior to receiving an assignment.
2. The Manager is solely responsible for assigning stalls. Under extenuating circumstances the reserved stall of any Vendor may be reassigned to facilitate the smooth overall operation of the Market. The Vendor shall return to their reserved stall the following market.
3. Vendors may share a stall and split the fee, in which case all Rules apply to both vendors.

## **Market Fees**

All Vendors must purchase a \$20 annual membership with the HFMS prior to their first market.

Single Market stall fees - \$10 per 10' X 10' stall space, payable each Market attended.

Full Season stall fees - \$200 for 22 Markets, payable at first Market attended.

## **Refunds & Cancellations**

If a vendor who has paid a full season (or prepaid a number of single markets) has a medical, family, or farm emergency, the unused stall fees shall be refunded for the period of the emergency. If the reason for not continuing to vend is not considered an emergency, the vendor may apply to the Board for a refund of the unused fees and the Board will exercise its discretion as to whether a refund is fair.

## **Insurance**

Vendors shall be aware that the HFMS's liability insurance policy only protects the Society against accidents that may occur at the Market, not individual Vendors. All Vendors are strongly encouraged to have their own insurance.

## **Enforcement of Rules**

The Manager has on-site authority to enforce all the Rules of the Market. If a vendor does not abide by all the Rules, the Manager may take any action appropriate, including barring the vendor from selling that day. The Board may decide to bar the vendor from subsequent Markets, to cancel their membership for that year, or bar them in perpetuity. A vendor may appeal any decision in writing to the Board. If unsuccessful, a final appeal can be made to the membership at a general meeting.

## **Disagreements**

Should a disagreement arise between the Manager and a vendor, or between vendors, that cannot be resolved by discussion between those parties, either party is encouraged to approach the Board and ask for assistance to resolve the matter. If a party is unsatisfied with this approach, there is provision in the by-laws to call a general meeting of the HFMS.

*The text of portions of these Rules, including the Grow, Make, and Bake definitions, are courtesy of the Bulkley Valley Farmers' Market Association.*

*Updated March 2016*