NEW GLASGOW FARMERS MARKET

# rules & Regulations



#### SATURDAYS 9AM UNTIL 1PM

NGFARMMARKET.COM HELLO@NGFARMMARKET.COM

261 GLASGOW ST. NEW GLASGOW, NS B2H 5C2



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New Glasgow Farmers Market Cooperative, Ltd.

# Mandate

The New Glasgow Farmers Market is a non-profit cooperative organization whose mandate is to support local growers and producers by providing a low-risk venue that will help promote their products and give exposure for their business. The New Glasgow Farmers Market is committed to an agriculturally based market, with a goal of having at least 60% of its space rented to primary producers and up to 40% of its space rented to artisans and prepared food vendors (during peak season).

# **Roles & Responsibilities**

## NGFM Board of Directors

New Glasgow Farmers Market is governed by an elected volunteer Board of Directors, made up of a mixture of vendors and a local community member which manages the Co-operative consistent with a set of bylaws, the Code of Conduct and Rules & Regulations. The Board meets regularly and hosts an annual general meeting each March. The NGFMC rents the Market building and the "Dome" from the Town of New Glasgow who oversees site maintenance and development.

#### Market Manager

The Market Manager is responsible for: managing the property on Market days; recruiting and scheduling vendors; fostering vendor relationships; coordinating public relations; assisting with financial and budget matters; fundraising; marketing the Market; monitoring the quality and appropriateness of products sold; administering and advising on rules and policies; serving as the Market's public and corporate representative and liaising with the NGFM Executive on a regular basis and more.

The Market Manager works year-round on a full-time basis.

#### Volunteers

The New Glasgow Farmers Market is supported by a dedicated group of volunteers. Volunteers assist with a range of activities including staffing the welcome table on Market days to provide information and assistance to the public, sell merchandise and assist with events, 50/50 tickets, promote events, set up tents, move Market tables, attendance and more. Their primary role is to assist the Market Manager in daily operating duties while at the Market on Saturdays.

#### Vendors

Vendors are the heart of the New Glasgow Farmers Market and come from throughout the province. At the New Glasgow Farmers Market, vendors rent individual spaces, and are free to focus on their own products, sales and personal marketing and displays, while the volunteer members of the NGFM board and the Market Manager take care of the detailed aspects of Market operation.

All vendors & volunteers participating in the New Glasgow Farmers Market must adhere to the following rules & regulations whether attending in person or using any online system when applicable.

## Definitions

- NGFMC New Glasgow Farmers Market Cooperative
- *Member* Meets the criteria in section 5 of the By-Laws including have paid their yearly membership fee; in good standing; voting rights
- Non-Member Vendor A vendor with no voting rights
- Special Event Vendor- Attending non-Saturday Markets only
- *Primary Producer* a producer that grows or harvests raw materials for direct sale or manufacture into secondary products.
- *Food Producer* a producer that makes or prepares food from ingredients (local ingredients where possible)
- Offence a violation of the Rules and Regulations that results in the member being excluded from membership in accordance with section 29 of the *Co-Operative Associations Act*.
- Secondary Producer- a producer that purchases raw materials for local manufacture into secondary products. Secondary production does not include re-packing or relabelling of product. Further processing and skill must be applied to a product to consider it secondary production. Craftspeople must transform their materials into unique products via a skilled process.

## Location, Hours & Season of Operation

#### Saturday Market

Location: 261 Glasgow St, New Glasgow, Nova Scotia Date & Time: every Saturday from 9:00 am to 1:00 pm year round Season: Year-Round. For seasonal fee purposes, season runs May long weekend to the last Saturday of October

## 1. New Vendors

- 1.1. Membership is not valid until the membership fee is paid in full. Membership fees are \$50 per year, a receipt given at the end of the year with table fees. Membership fees will be payable by January 31st
- **1.2.** All new vendors approved to attend the New Glasgow Farmers Market will attend the NGFMC on a probationary basis for a one-year period. Vendors must attend the AGM or one special membership meeting (not a vendor meeting) during this time period before being eligible to vote.

#### 1.3. Membership Benefits:

- An effort will be made to guarantee a weekly table space for members.
- Eligible to contribute to the direction of the Market through nomination to the Board of Directors, committees/projects, and able to vote at membership meetings
- Weekly table fees at a reduced rate.

# 2. Vendors Application & Selection Process

All vendors (current and potential, Member and Non-Member) applying for a Market space must:

- Submit a completed application form annually
- Agree to pay fees as outlined in this handbook.
- Meet all the criteria for membership, and accept the policies outlined in this handbook and on the application form.
- Acknowledge that membership is non-transferable. Any change in ownership of a business will result in termination of the membership and necessitate the filing of a new application.
- Current vendors are required to apply for the following season no later than December 1st each year. This is especially important to be considered for January

   March when space is restricted. Applications received by this time will be reviewed by December 31<sup>st</sup>. This also applies to the online system when applicable.
- New applications received throughout the year will be approved no later than the last day of the next month.

#### 2.1. Criteria for Vendor Selection

The New Glasgow Farmers Market Co-operative is committed to creating a diverse and vibrant marketplace with the highest quality, locally produced products available. The Co-operative is not bound to apply a particular set of selection criteria in every instance, and reserves discretion to accept or refuse any application and vendor at any time for all Market formats. All vendors, current

and interested, are required to apply annually.

Many factors are considered when evaluating vendor applications, beginning with the Basic Vendor Criteria.

#### 2.2. Basic Vendor Criteria

- 75% of all wares on a table must be made, baked or grown, by you, the vendor. The remaining 25% of the wares can be other products that relate to or compliment the items you are already selling and <u>must not be flea market items</u>. The Market does not want to create a flea market atmosphere and so does not allow those products. <u>Absolutely no second-hand items or peddlers are permitted</u>
- Handmade Products are defined as products made skillfully by hand by combining components that are altered to make a completely new product. Vinyl decals do not fall within these guidelines. Designs should be hand painted.
- To determine whether specific items are acceptable, they must be included in the application form. Anything that does not clearly fit within the guidelines will be assessed on a case-by-case basis by jury.

## 2.3. Other Production

Up to 25% of a food producer's products may be of someone else's production on market days, under these conditions:

- It must be an agricultural or food product grown or produced in Nova Scotia
- It must be specifically approved by the Market Manager to ensure that the product fills a gap in the offerings being made at the market
- Vendors will be required to display signage each market day indicating the source/origin of each product not of their own production.
- Additional products must be related to the vendor's existing products
  - **2.4.** Priority access to the Market is given to primary producers first. Location will be dependent on space availability.

## 2.5. General Considerations

In addition to the basic criteria, approval / declining of a vendor application may also be determined in accordance with the following general considerations:

#### 2.5.1. Product Quality and Presentation

- Consistently high product quality: fresh, flavourful, and ripe
- Clean and attractive displays
- Courteous, strong customer service, and knowledgeable staff

• Foster a connection between the producer and the consumer

#### 2.5.2.Conduct and Compliance

- Compliance with all Market Code of Conduct, rules & regulations and by-laws
- Compliance with all federal, provincial, and local laws and regulations pertaining in any manner whatsoever to the vendor's business.
- Positive vendor conduct toward customers, fellow vendors, Market staff, and volunteers
- Timely submission of application, licenses, permits, and other Market correspondence
- Billing and payment history

#### 2.5.3.Product Balancing

• The Board of Directors and Market Manager reserve the right to limit any products to maintain a balance of products at the Market and online.

Preference may be given to:

- Products that are unique or unusual
- Products not already represented in the Market

## 3. Transfers of Space Assignments

- Vendors may not sublet space to others without prior approval of the Market Manager
- Prepaid fees are not transferable to other vendors.
- Current space/location establishes neither the right to nor guarantee of space rental in subsequent years.
- If a vendor sells his or her business, he or she may not transfer his or her Market space to the new owner. The new owner must submit an application for approval acceptance is not guaranteed.
- Change in space assignment for vendors may occur at the Market Manager's discretion.

Every effort is made to keep seasonal members in the same location all year; however, changes may be required in mid-season to balance product distribution, improve traffic flow, or to meet individual vendor needs.

# 4. Vendor Requirements & Expectations

4.1. It is expected that vendors contribute to the cooperative. Any vendor attending more than 5 times in a calendar year (excluding special event vendors) is required to donate \$40 (retail value) in cash or product or 3 hours of time for the year (time can be spent on items such as volunteering for events, at the ice cream shop, cleaning up

garbage, volunteering for committees or special Market projects) twice a season for fund raising activities.

- **4.2**. E-mail as the primary form of communication. Any market related communications should be made via e-mail. It is also the responsibility of the member to keep his/her contact information current via the vendor profile portal at ngfm.mymarket.org to keep informed. The Market Manager should also be notified via e-mail of any e-mail address change.
- **4.3**. Vendors will be responsible to keep receipts for ingredients/materials used in producing products and to produce them upon request by the Market Manager and/or Board.
- **4.4**. Vendors are required to adhere to applicable legislation whether federal, provincial or municipal ie; labelling of products, organic products, animal welfare, food safety, health & cosmetics
- **4.5**. Vendors are required to use non-styrofoam containers for food and beverage products and all vendors are encouraged to use recyclable material as much as possible.

#### 4.6. Cancelations & Date Changes

Vendors must give the Market Manager **at least 72 hours'** notice *(apart from the fall and Holiday Season)* if you are unable to attend any scheduled Market. That means Wednesday by 9am for a Saturday morning and Sunday by 9 am for a Wednesday market. If no notice is given, your name will be moved to the bottom of the list of table priority, and you will be required to pay for the missed week. You will not be eligible for a table until the missed week is paid for. This applies to everyone, no exceptions\*.

**4.7**. Changes must be made through the vendor online portal at ngfm.mymarket.org. Vendors who cancel more than 3 consecutive markets on a weekly basis will be contacted and may have the rest of their dates removed.

\*If you are ill and cannot cancel within 72 hours, and cannot staff your table, you will be required to pay for missed dates.

#### 4.8. Fall & Holiday Dates

Existing vendors are expected to confirm fall and Holiday Season (October 1<sup>st</sup> to the

last Market of the year) no later than September 1st. **A zero-cancellation policy** is applied during this season. Vendors cancelling for any reason for dates after October 1<sup>st</sup> will be responsible for their table fees for the missed week. You will not be eligible for a table until the missed week is paid for.

#### 4.9. Vendor Representatives

- Vendors are responsible to ensure that their representative(s) has received, understood and will abide by the Rules and Regulations on behalf of the vendor/business
- The vendor is responsible for relaying any market information to their reps so that they are up to date
- Representatives can be added to the vendor mailing list, so they are receiving pertinent market information
- Representatives can attend meetings for information gathering on behalf of the business, but representatives may not vote on behalf of a business in accordance with the NGFM by-laws and the Nova Scotia Cooperatives Act
- The vendor is responsible for their representative's conduct and if the representative's conduct is unbecoming, the Market reserves the right to refuse the representative from attending the Market on behalf of the business
- If the behaviour continues, this may reflect on the business itself and may jeopardize the vendor's space at the Market

When decision making occurs, the standing of a member may be taken into consideration.

## 5. Vending Spaces

- 5.1. Extra tables must be paid for unless there is a shortage of vendors. In this case, the vendor may move onto the adjacent table free of charge upon the approval of the Market Manager. In the case of a table between two vendors wanting the same table, it is up to the discretion of the Manager to allot the additional table.
- 5.2. Sharing of vending spaces is not permitted. Each vendor must rent their own space.
- **5.3**.Compliance with both Provincial and Federal Sales Tax Regulations is the responsibility of the individual vendor.
- 5.4. A standard indoor vending space up to a maximum of 8 ft wide and 5 ft deep is provided to each vendor, including one market supplied 6ft table. Any additional tables, vendor supplied tables or displays must be approved by the Market manager prior to set up on a Market day. An effort will be made to accommodate vendor requests for additional tables or displays but the final decision is at the sole discretion of the Market Manager.

- 5.5.A standard outdoor vending space will have a 10 ft x 10ft space with one 6ft or 8ft (if feasible and available) market supplied table, chair and tent if available. Vendors should endeavor to provide their own tent which must be weighted.
- **5.6**. Any additional displays, non-market supplied tables, racks, etc. must be approved by the market manager prior to setup. Those requiring additional tables may need to supply their own. \*\*Farmers and prepared food producers may be allotted additional space due to product and equipment requirements and may be exempt from these guidelines at the discretion of the market manager.
- **5.7**. Vendors must ensure their area and the aisles around them are free of obstacles to ensure customer safety.
- 5.8. Electricity All electrical cords must be out of the main traffic path for customers and neighbouring vendors. Vendors must conform to building capacity restrictions in the use of all electrical plugs (see Market Manager for guidance). All appliances must be CSA approved and may be subject to inspection. If any violations are identified, they must be rectified by the vendor immediately at the vendor's expense.
  - **5.8.1.** Electrical Equipment: no vendor's electrical equipment is to be plugged in unless the vendor in constant attendance of the equipment without approval of the market manager.
- 5.9. Vendors <u>must</u> clean up their vending space after each market. This includes:
  - cleaning the top of your table,
  - picking up and sorting any garbage from your operation around your table(s)
  - sweeping under and around vending area and making sure that the table(s) are clean.
  - If for any reason, you use someone else's table(s) when setting up or tearing down, please make sure that you do not leave any remnants of your display on or around their tables.
  - Garbage in, garbage out. Any garbage you generate while at the market should go home with you for sorting and disposal in accordance with local guidelines.
  - All cardboard boxes should be broken down and taken home.
  - Full garbage bags can go into the receptacle located by the dome.
- **5.10.** For their own protection, all Vendors should carry sufficient liability insurance. The Market does not assume any liability for anything at the Market. Vendors are strongly encouraged to have their own insurance. By submitting an application, a vendor assumes all liability and responsibility associated with selling at the Market.

#### 5.11. Display Regulations

- 5.11.1. Each vendor should display their name or the name of their farm or business. Vendors are encouraged to personalize their space with stories and pictures, and to share their farming/artisan background with customers.
- **5.11.2.** Vendors are asked to display prices for their products by way of a general price list of individually priced items
- 5.11.3. All vendors are required to use a clean tablecloth to cover their table. Cleanliness of tablecloths should be maintained on a regular basis. Bedsheets are not to be used as tablecloths. If forgotten, a tablecloth can be obtained from the Market Manager. Cloth or fabric backed vinyl tablecloths are required.
- 5.11.4. Vendors must not misrepresent their products or product processes (where and how they were grown, harvested, prepared or created).
- 5.11.5. Displays must fit within the requirements of the vendor space as outlined in section 6.4. Any vendor displays are required to be moveable or on wheels so that they can be removed when not in use.
- 5.11.6. If a vendor is asked to move or remove display(s) or item(s) from the Market and the vendor does not move or remove the item(s) in the timeline requested, then the Market reserves the right to remove and/or discard the display(s) or item(s). Any applicable fees including but not limited to dump fees will be charged to the vendor. Please note that leaving a display or equipment is a privilege extended by the Market.

#### 5.12. SETUP & TEAR DOWN

- 5.12.1. All vendors must be at the Market by **30 minutes prior to market opening**. The building is open at least 1 hour prior to opening for unloading and setup. If you are not at the market to set up by **30 minutes prior to opening** and have not notified the Manager that you will be late, your table will be given away that week. This is to ensure all tables can be filled and everyone is ready to sell by the time doors open. A fine of \$15 will be imposed on vendors who are not present by 8:30am or pack up before 1pm. Exceptions to this will be at the discretion of the Market Manager and/or NGFMC Board of Directors.
- 5.12.2. <u>Vendors are required to stay set up until 1pm.</u> Items not on display on the table may be organized 10 minutes prior to close. This policy is strictly adhered to. Exceptions are made to those who are sold out of their product and a sign

must be placed in that regard. Signs can be obtained from the Market Manager. Vendors who leave early without selling out or speaking to the Manager first will receive a verbal warning and a fine of \$15. Continuation of this practice may result in a written warning and subsequent termination from the NGFM.

- 5.12.3. Vendors must make every effort to have enough product to last the duration of the Market. Repeated occurrences of insufficient product for market will result in a verbal warning.
- 5.12.4. The Market does not have the resources to store any items such as racks, other display items or personal items. If you are a weekly vendor and are going to be away, you are expected to dismantle and take home your display. If a vendor leaves their display intact and the manager, volunteer or any other person has to dismantle it or store it, a fine of \$25 may apply and/or the vendor may lose the privilege to keep their display(s)/product(s) at the Market.

## 6. Table & Vending Fees

- 6.1. Table fees are outlined in the table fee schedule and include HST. The table fees can found on the NGFM website at ngfarmmarket.com. When applicable, online fees differ and can be found in the NGFM Xpress vendor guide.
- 6.2. Vendors are encouraged to use vertical displays to maximize space. If a vendor needs more than two tables, a space outside may be requested.
- 6.3.All vendors must pay the vending fee in full on or before the day of the market via cash or EMT. Vendors may choose to pay peak season fees at the beginning of the season will receive a 10% discount. Payment must be made by the first market day of peak season. As this is already a discounted rate, there will be no refunds for any missed days. Weekly vendors are welcome to pay monthly on the first Saturday of every month. No postdated cheques please. Email transfers may be sent to manager@ngfarmmarket.com for auto-deposit.
- 6.4. Receipts for vending fees will be issued only to those vendors requiring receipts. Vendors will receive their receipts by February 28th of the following year, unless other arrangements have been made with the Market Manager.
- 6.5. Youth Program: A youth table is available (depending on space) for youth in Grade 12 and under at a reduced rate of \$15 to encourage local youth entrepreneurship
  - 6.5.1. Any youth wishing to sell at the Market must submit an application for

consideration and approval and must adhere to the same requirements as any other vendor.

- 6.5.2. Youth 10-14 yrs must be accompanied by an adult
- 6.5.3.Attendance of youth under the age of 10 yrs. will be at the discretion of the Market Manager or the NGFMC Board of Directors

## 7. Parking

- 7.1. Vendors can unload their wares at least one hour prior to opening. Vehicles are to be moved as soon as you are unloaded to make room for others. All vendors must move their vehicles away from the front and sides of the building to the designated vendor parking area at least 30 minutes prior to opening. The front parking spaces are intended for customer use only. If you have mobility issues, please notify the market manager and arrangements will be made to have your vehicle moved to the vendor designated parking area and returned at Market close.
- 7.2. It is expected that vendors will be courteous by minimizing space while unloading. Vendors are expected to unload and move their vehicle in a timely manner <u>before</u> setting up their space or serving customers.

## 8. NGFMC Community Table

- 8.1. The purpose of this table is to allow local organizations with public messaging, particularly having to do with healthy food, nutrition, agriculture, and local economic development and the environment, access to our customers and vendors to communicate the organization's message. In return, we would ask that they promote the Farmers Market to their members.
- 8.2. One table will be available free of charge each week to a community-based group when space is available.
- 8.3. This space will be assigned by the Manager.
- 8.4. No sales of products nor soliciting of funds is allowed.
- **8.5**.Community table occupants are expected to provide a tablecloth, follow set-up and tear down and cleaning requirements

## 9. Kitchen Facilities

- **9.1**.Kitchen vendors must meet standards determined by Dept. of Environment and the NGFMC. The NGFMC board has the right to dismiss a kitchen vendor if these standards are not met.
- **9.2.** When renting the kitchen, a Kitchen Agreement will be provided by the NGFMC which the vendor is required to sign. Failure to comply will prevent the vendor from any further rental of the kitchen space.
- **9.3**. The NGFMC board is responsible for obtaining the permit for the kitchen. However, per the Kitchen Agreement, the occupant is responsible for their own Schedule A permit and for maintaining a clean and operational space.
- 9.4. Kitchen vendors must be aware that some portions of the kitchen are used for storage of market supplies. These spaces will be clearly marked, the Market Manager will cover this with Kitchen vendors.
- 9.5. The kitchen in the Market Building will be put up for tender a minimum once per year at the discretion of the Market Manager and the NGFMC board
- **9.6**. Vendors who rent the kitchen space should endeavor to use products from other vendors (ie, fruits, vegetables, meat, graded eggs, etc.) whenever possible.

## 10. Health & Safety

#### 10.1. Policy regarding Children in the Market

The New Glasgow Farmers' Market is a family friendly environment and welcomes the presence of the children of both its visitors and vendors. However, the Market is also a place of work for our vendors, and it is important that children be present in a manner that is safe for everyone and not disruptive to other vendors or visitors. Vendors who bring children to the Market are responsible for ensuring compliance with the following rules:

- Children under the age of 10 years must be under the direct supervision of the vendor at all times. (Please note, it is not appropriate for a vendor to ask another vendor to care for or supervise a child, except in cases of emergency.)
- Children who assist vendors with customer transactions must be supervised by the vendor during all transactions.

- Children (particularly infants/toddlers in car seats, playpens or baby chairs) who are in the vendor's working space during Market hours should not be placed in another vendor's working space.
- Children are not permitted in either Market Kitchen, for health and safety reasons unless they have a food handler course.
- The market will not be held liable for any injuries or harm that is caused to a child of a vendor during market hours.
- Children of a vendor are not permitted to sell any products at the Market unless they apply as a youth vendor and have a separate space

If you have a concern regarding the child of a vendor, we encourage you to first discuss your concerns directly with the parent. In the event that a child of a vendor interferes with the sales of another vendor; damages the property or product of another vendor; creates an excessive distraction; or creates a risk of harm to property, themselves or anyone else, the Market Manager reserves the right to ask that the child not return with the vendor in future. Wherever possible, the concerns will first be discussed with the parent, to see if the matter can be resolved.

## 11. Bullying and Harassment Policy

#### Workplace Harassment

Harassment is defined as improper conduct by an individual, that is directed at and offensive to another individual in the workplace, including at any event or any location related to work.

Harassment also comprises objectionable act(s), comment(s) or display(s) that demean, belittle, or cause personal humiliation or embarrassment, and any act of intimidation or threat. It also includes harassment within the meaning of the <u>Nova Scotia Human Rights Act</u> (i.e. based on race, national or ethnic origin, colour, religion, age, sex, sexual orientation, marital status, family status, disability and pardoned conviction).

#### Workplace Bullying

Workplace bullying can be any of the following:

• Shouting at someone - whether in private, in front of colleagues, or in front of other people

- Name-calling
- Belittling and making someone feel unimportant
- Being treated with disrespect
- Excessive monitoring
- Constant nitpicking/criticizing/flying off the handle especially over trivial or minor matters or mistakes
- Making someone feel bad and ashamed
- Deliberately overloading someone with work
- Undermining someone such as setting them up to fail
- Purposefully withholding information which is needed for the person to do their job efficiently
- Excluding someone from normal workplace/staffroom conversations and making someone feel unwelcome (this also includes cliques)

#### **Criminal Proceedings**

Any vendor, upon being investigated or charged due to their business dealings where it is connected to the products they sell at the New Glasgow Farmers Market must report it forthwith and their contract to continue to sell at the New Glasgow Farmers Market will be immediately suspended and will only be reinstated if/when it is determined that the issue has been rectified through the court or they have complied with any terms and conditions imposed through the courts or any other governing body to the satisfaction of the New Glasgow Farmers Market Board of Directors.

## 13. Communication & Social Media

- **13.1.** The primary form of communication is e-mail. This is the most effective way for the Market to relay important information to vendors. As such, vendors are expected and responsible for checking their e-mail often.
- **13.2.** The NGFM Board and/or manager may pass out notices and memos during the season. It is up to all vendors to read and comply with requests or concerns in these notices. It is also up to all vendors to regularly check their e-mail, NGFMC website (ngfarmmarket.com) and the Facebook page for updates and information or make arrangements to receive this information from an alternate source. Vendors must also keep contact information current with the Manager.

#### 13.3. Social Media Policy

We recognize that many of our vendors use social media tools as another way to connect with customers and share information about not only about your own business but the Market as well.

When referencing the Market, always use good judgment and follow these guidelines:

- Please obtain approval before using the Market's logo or photos in any communication or packaging
- Respect customer privacy. Never give out personal customer information.
- Don't post comments about another vendor, customer, volunteers or staff that could be perceived as harassing, threatening, retaliatory, discriminatory or otherwise defamatory
- You may be legally responsible for the content you post, so be aware when you post
- Follow terms and conditions for social networking sites.
- If you are posting about another vendor, please make sure that you have their expressed permission to do so and obtain permission to use any photos in connection with them or their business.
- When sharing or creating your own posts, do not discuss or paraphrase Market programs, policies or procedures
- If you have a concern or issue with the Market, social media is not the place to air it. It is highly unprofessional and reflects poorly on the Market and other businesses that operate within it. Airing your grievances related to the Market in any way in a public forum including social media will be considered disparagement

# 14. General

- 14.1. The NGFM Board of Directors reserves the right to refuse any member/vendor who does not comply with all Market rules, regulations, policies and by-laws. Furthermore, N.S. Department of Environment may exercise its right to terminate a vendor's operation if Provincial regulations are not being followed.
- **14.2.** No animals or pets are permitted in the Market building or dome, other than certified guide dogs or registered service animals
  - Where a vendor requires a service animal, the service animal should remain in the vendor's working space and should not encroach on another vendor's working space
  - The vendor is responsible for making sure that their booth is supervised should they need to leave the booth due to the needs of the service animal. The vendor should not rely on another vendor at the Market for this responsibility.
- 14.3. The Market must abide by the Municipal smoking by-law as set out by the Town of New Glasgow. This means no smoking of tobacco, vapes or cannabis on Market property. This applies to all vendors, board, staff, volunteers and customers.
- 14.4. The New Glasgow Farmers Market is a non-profit co-operative. The Market is a community gathering place that offers a comfortable, safe and welcoming environment that is inclusive to all people. As such, it is our policy that the New Glasgow Farmers Market does not allow soliciting in any form. We are non-secular and non-partisan. Patrons and vendors who attend the Market are expected to respect this. Solicitors of any kind, including religious or political canvassing, are prohibited at the New Glasgow Farmers Market. This includes but is not limited to the passing out

of materials, publishing photos which imply the endorsement of New Glasgow Farmers Market, promotional purposes/political, religious or capital gain and approaching vendors or patrons for the purposes of promotion or solicitation. If a person is found to be engaged in such activities, they will be asked to stop and if they continue, they will be asked to leave the New Glasgow Farmers Market property.

14.5. WEATHER – The NGFM recognizes the importance of its role in the livelihood of its vendors and its role in the community and will endeavour to balance the needs of all vendors and its service to the community. We endeavour to stay open as much as possible to give vendors and customers an option. Canceling a market is always the last resort, the decision of closure is not taken lightly.

Vendors all have various individual considerations based on production, travel, livestock, infrastructure, and other factors. We recognize this and in the case of a potential significant weather consideration such as snowfall, tropical storm etc, we may not make a call in the ideal timeline of a given vendor.

In this case, vendors should communicate their concerns to the Market Manager and adjust their individual decision accordingly.

We always keep an eye on the weather and will communicate updates via e-mail in the days/hours leading up to a potential weather event. It is important that you check your e-mail often. In the unlikely event, that the market is cancelled, we will advise via e-mail first, followed by social media and will also notify local radio stations. If the Market closes for this reason, vendors will not be responsible for their table fee.

# 15. Complaint Process & Conflict Resolution

- 15.1 In the case that a personal conflict arises between two vendors, the appropriate course of action is to
  - first speak with the other party and try to resolve the issue.
  - If that is not successful, the matter should be brought directly to the attention of the Market Manager who will try to help rectify the issue. The Market Manager may have an available board member present.
  - If this process is not successful, the vendor or Manager has the option to put the concern in writing either by e-mail or the Vendor Concern form (which can be located on our website, in the documents section of the Facebook Vendor Forum group or by asking the Market Manager) who will forward it onto the board for follow up.
- 15.2 A vendor who has a concern regarding any Market policy, volunteer or any other issue, the vendor should first approach the Market Manager with their concern. If the

situation or answer is not resolved in a satisfactory manner, the vendor should then put their concern in writing by way of an e-mail or Vendor Concern Form and send it to the Market Manager who will forward the issue to the board for review.

- **15.3** Disparaging the Market, staff, volunteers, another vendor or their products inside or outside of the Market hours is strictly prohibited including social media groups or forums.
- 15.4 Violations of any of the rules and regulations will normally follow the principle of progressive discipline, which normally means a verbal warning(s), followed by a written warning(s), followed by exclusion from membership. In the case of a serious violation of the rules, the member may be excluded from membership without following the progressive discipline progression. Exclusion from membership shall follow the process in the Nova Scotia Co-operative Act
- 15.5 Membership may be revoked at any time if the board deems necessary. The member may appeal the board's decision in accordance with the Nova Scotia Co-operative Act