



RULES AND REGULATIONS
Newmarket Properties Inc. 2017

The non-profit corporation Newmarket Properties Inc. (hereinafter referred to as “Newmarket”), as Lessee of the real property located at 665 George Street, in the City of Fredericton, and as operator of the business at that location known as the Fredericton Boyce Farmers Market, (herein referred to as the “Market”), grants to persons (herein referred to as “Vendors”) through the application process, the opportunity to apply for a vendor’s permit. Newmarket has full discretion concerning the acceptance of any and all applications received.

Should any applicant successfully pass the review process they will be supplied a Vendor Permit and the privilege to offer goods for sale to the public (herein referred to as “Patrons”) therein by paying a fee for a vending space (herein referred to as “Stalls”.) Permits are valid for duration of one fiscal year only (April 1 to March 31.) Permits remain the property of Newmarket and may be suspended or cancelled at its discretion.

Newmarket does not guarantee the availability of stalls for all Vendors who may wish to sell their products on any given Market Day. The terms and conditions that govern such privilege are hereinafter set forth (in these rules and regulations the masculine includes the feminine and the singular includes the plural and vice versa):

Market Structure and Operations

1. The Market is under the supervision of the Market Coordinator. All inquiries and applications with respect to stall fees and payment thereof are to be made to the Market Coordinator. The Market Coordinator is authorized to receive stall fee payments, give receipts thereof and to allocate casual and reserved stalls. In the absence of the Market Coordinator, any officer or member of the Board, or any person appointed by either of them may perform the duties of the Market Coordinator.
2. Any person wishing to be a Vendor must apply to the Market Coordinator for a Vendor Permit. It is the absolute discretion of the Board of Directors of Newmarket as to whether or not to grant a Vending Permit. Prior vendor status will be considered but does not assure acceptance. When applications are declined, decisions are final as rendered.

Note: Vendors should have a completed application submitted to the Market Coordinator at least three (3) weeks prior to any desired start-up date.

3. No person without written permission from the Market Coordinator, may offer for sale, exhibit, or display goods, wares, products as well as other merchandise of any kind in or about the Market building or in the adjacent parking lot.
4. Unauthorized fund raising, solicitation for money, or panhandling, is not permitted on Market property, including the Market building, as well as parking lots encompassed within the barricades.
5. Anyone attempting to carry out these activities (as listed in #3 and #4 above) without permission from the Market Coordinator and refusing to leave the premises when requested by the Market Coordinator will be deemed to be a trespasser and treated accordingly.
6. A market is held every Saturday (except where Christmas Day and New Year's Day falls on a Saturday) and on Saturday only (hereinafter referred to as "Market Days"), unless otherwise determined by the Board. There will be "Christmas Eve" Market on Thursday or Friday when Christmas Day or Boxing Day falls on a Saturday. If New Year's Day falls on a Saturday there is no extra Market.
7. The market is open to the public for the sale of goods by Vendors on Market Days between the hours of 6:00am and 1:00pm. The market is open to Vendors one-half hour before and one-half hour after the hours it is open to the public. All stallholders are required to remain until 1:00pm unless permission is granted from the Market Coordinator. Every Friday the Market will be open from 8:30 am to 3:00pm for Vendors setup; except when Friday is a holiday.
8. Vendors will only sell products that have been produced by them. (Vendors that have been grandfathered will remain until the time of their leaving the Market).
9. Vendors are to park vehicles, only in spaces identified by the Market Coordinator, so as to keep the parking lot clear for the outdoors stallholders and patrons.

Vendor and Stall Regulations

10. A stall is such amount of space (normally four (4) feet in length) and in such locations in the Market as the Market Coordinator determines. Stalls may be located within the Market building, under the covered area outside of the Market building (the "canopy"), or in the parking lot. A stall may or may not provide access to services such as electric power, or include facilities such as counter or shelf space. A vendor shall accept a stall as is in terms of location, dimensions, services, and facilities and pays the fees accordingly.
11. The Market Coordinator will assign the stalls in consideration of variety of vendor mix (ex: farmers, craftspeople, bakers, etc.), and reserves the right to close vendor categories when full, in the interest

of providing a balanced variety of products and vendors. Seasonal and casual stalls will be located in specified areas, as determined by the Market Coordinator.

To qualify as a Vendor in the “farmer” category, the Vendor must present Newmarket with a valid Registered Agricultural Producer card. If the Vendor is not a Registered Agricultural Producer, but still produces their own produce, they will be categorized as a “hobby farmer”, provided their application is successful

12. Farmers are the only Vendors who will receive automatic Leave of Absence (LOA) if needed. All other requests for LOA will be at the discretion of the Market Coordinator.
13. Stall fees are established from time to time by the Board. Rates may vary at the discretion of the board, and also vary as to the location of stalls such as inside the Market building, under the canopy, or in the parking lot, or to duration of the assignment period, to service provided to the stall, or such other factors as are deemed relevant. Stall fees may be changed at any time, and after a period of notice extending over four (4) successive Market Days, notwithstanding that a Vendor may have paid in advance for a reserved stall for a period extending beyond that period of time. In this case, the fee payable by the Vendor shall be adjusted accordingly and any refund or increase will be payable immediately.
14. Newmarket has the right to limit the number of stalls issued within the Market to each Vendor. No more than five stalls shall be issued to any Vendor.
15. A Vendor shall clearly display his name on or within his stall, to the satisfaction of the Market Coordinator. Signs must be approved by the Market Coordinator and can be no larger than the following dimensions: Interior Middle booths 2' x 2' max; wall booths 2' x 3' max. Signs should not be obstructive or blocking the view, for Customers or other Vendors.
16. A Vendor, when applying for a permit, shall declare the specific goods they propose to sell and shall not hereafter change the nature of the goods sold without written approval of the Market Coordinator. Without such prior approval the Vendor's permit to sell goods in the Market may be revoked even though payment was made.
17. Stalls in the Market are paid for in advance on Reserved Basis being a quarterly payment, or Casual basis being a weekly payment. Casual Vendors shall pay their weekly fee when they arrive at Market.
18. All Reserved Vendor agreements are valid for the current calendar year only.
19. A Casual Vendor applying for a reserved stall must do so in writing and must have been attending the Market on a regular basis for no less than six (6) months. They must comply with the present policy for

issuing stalls; and furthermore, shall accept any stall that is allocated to them when offered a reserved stall. If this offer is not accepted their name will go to the bottom of the waiting list.

20. Any Reserved Vendor wishing to relocate or expand their number of stalls must make their request in writing to the Market Coordinator in order for their request to be considered.
21. All inside stalls should be allocated before any outside stalls are issued; this will be at the discretion of the Market Coordinator.
22. All available stalls other than reserved stalls are assigned on a casual basis on Market Day at the discretion of the Market Coordinator. The fee is payable as soon as the Vendor arrives at the Market on that Saturday morning. Vendors seeking a casual stall have no assurance that they will be allocated the same stall, or any stall, on successive Market Days.
23. Vendors are not permitted to wander through the Market before or after Market with their products asking for sales. All sales must occur at the stalls that they were allotted for that Saturday.
24. Vendors shall not use electric or kerosene heaters inside the building.
25. All Casual Vendors must make arrangements with the Market Coordinator as to when they will be attending the Market. Casual Vendors are required to notify the Market Coordinator by Thursday noon if they want to attend the Market of the same week. If the Vendor does not show on the Saturday for which they have been scheduled, they will still be responsible to pay for the stall fee. The Market Coordinator has the right to withdraw the fee if they see fit.
26. A vendor who has a reserved stall is not entitled to any refund if they fail to occupy the stall on any of the reserved Market Days. If a reserved Vendor has not occupied the stall by 7:00am on any Market Day, they will have forfeited the right to occupy the stall for any part of that day and the Market Coordinator may then assign that stall for the balance of the day to another Vendor at the established stall rate. Any fees collected shall be the property of Newmarket notwithstanding that the Vendor who reserved the stall had also paid for the same day.
27. If the Vendor holding a reserved stall fails to occupy the stall for four (4) successive Market Days without the written approval of the Market Coordinator, the stall shall be considered abandoned. An abandoned stall may then be assigned to another Vendor and all fees collected from the stall shall be the property of Newmarket. Where a reserved stall is abandoned, the Vendor is not entitled to any refund of prepaid fees under any circumstances, unless prior approval is received from the Market Coordinator. Except in exceptional circumstances, a Vendor who will not be occupying their stall must notify the Market Coordinator before Market Day. The notification may be via email or voicemail on the Market phone.

28. Newmarket maintains the right to relocate a Vendor to a new stall location at any time without prior notice.
29. A Vendor shall not permit any person other than someone in their employ or a member of their immediate family to sell or offer for sale his approved goods at the stall allocated to them.
30. The interest of a Vendor in a stall, reserved or otherwise, is that of a license and not a lease and is not assignable or transferable to any other person.
31. Vendors are not permitted to display any confrontational material, (i.e. petitions, notices of meetings including Election material) at their stalls. This will be at the discretion of the Market Coordinator and if the Vendor is asked to remove any material they must do so immediately.
32. Immediately after the close of the Market to the public each Market Day, all Vendors shall remove all their goods from the Market; remove all refuse in or about their stalls and leave their stalls in a clean and neat condition. Refuse – bags and (crushed) boxes are to be deposited in dumpsters. If the building has been rented for other activities on Market days, all Vendors shall make every effort to vacate the Market as quickly as possible.
33. Vendors shall not make any improvements, alterations or additions to their stalls and the services and facilities therein without the prior written permission of the Market Coordinator. Once made, any such improvements or additions become the property of Newmarket and may not be removed without its permission. When making improvements to stalls if the actual stall is removed the vendor is required to put a \$400.00 “per stall” down payment to Newmarket. If that Vendor leaves the market that down payment will be used to bring the stall back to a working stall for other vendors. If the rebuild cost is greater than the \$400.00 the vendor will be invoiced for the difference.
34. Where a stall is serviced by electricity the Vendor shall not connect thereto any electric appliance except lamps, without the prior written approval of the Market Coordinator. Such approval may be subject to the payment of an increased fee as determined by the Market Coordinator. All Food Court Vendors shall use a minimum 12 Gauge extension cord.

Safety and Food Regulations

35. Vendors shall comply with all laws (federal, provincial, or municipal) applicable to their goods and the display and sale thereof in the Market.
36. A Vendor shall not display or sell in the Market any goods, which are unfit for human consumption or unsafe for use. The Market Coordinator may prohibit any Vendor from displaying or selling goods which in their opinion are unfit or unsafe or not in keeping with the mandate of the Market; and may order any such goods immediately removed from the Market.

Vendors who have dangerous or potentially risk imposing equipment at their stalls shall comply with government regulations, and ensure that at all times such equipment is situated, maintained, and operated so as not to endanger patrons. Vendors must comply with any directions of the Market Coordinator to situate, maintain, and operate such equipment in a safe manner, or to remove it. All stallholders who have any flammable items at their stalls are required to have an appropriate fire extinguisher available at their stall at all time. Vendors must use 12 gage extension cords. Any and *all Vendors using an open flame, electric grill, or fryer, for food preparation* may only locate such equipment in a specifically designated area. The Market Coordinator, following the rules and regulations of the Fire Department, will determine the designated area.

37. Vendors shall not allow their goods or the display thereof to endanger patrons or impede the progress of patrons through the entrances or along the walkways in the Market.
38. No live animals or fowl may be brought onto the Market property by Vendors or Patrons. No live animals or fowl may be sold or given away on the Market property by Vendors or Patrons. EXCEPTION: The use of service dogs is allowed within the Market property.
39. Existing Market Vendors and new applicants selling prepared food must register with the Province of NB – Department of Health and have their product and processes approved by in writing by the Province of NB – Department of Health prior to selling that product at the market... The Vendor must meet any conditions or limitations imposed by the Department of Health before being allowed to sell any products.

In the event that the Department of Health requires a Food Safety Handling Course, the Vendor must complete this course and provide the Market Coordinator with the certificate.

40. A Vendor's permit may be terminated at any time by Newmarket if the Board determines that the conduct of the Vendor at the Market is injurious to Newmarket.
41. Previously used bags are not to be used by Vendors to package goods purchased by Market customers.
42. All Vendors, for their own protection, should carry sufficient Liability Insurance.

General Regulations for Vendor

43. Vendors must clearly and specifically identify if their goods are not produced in New Brunswick. Vendors must self-produce the items that they are selling or displaying. A Vendor may be exempted at the discretion of Newmarket Board from this condition.

Application of Rule #44 – as it relates to Farmers/Hobby, Farmers/Produce Sellers.

In situations where there is found to be a [misrepresentation] of goods, as determined by the Market Coordinator, the following actions will be taken:

First Violation	Suspension of Vendor's Permit for One Market Day
Second Violation	Suspension of Vendor's Permit for One Market Day
Third Violation	Newmarket will withdraw the Vendor's Permit for a period of six (6) months
Fourth Violation	Permanently

44. Remedial action will be taken by Newmarket if a Vendor has:

- a) Failed to pay any amount due payable to Newmarket.
- b) In any way misled patrons or misrepresented their goods in any way whatsoever; including without limiting the generality of the foregoing; the price, origin, quality, contents, kind, type, size, age, weight, measure, volume, of the goods offered for sale in the Market.
- c) Failed to comply with any of the rules contained herein governing use of stalls in the Market.
- d) Display conduct unacceptable to Newmarket including but not limiting to – creating a disturbance or nuisance toward patrons, or other Vendors, or employees of Newmarket.

Remedial action may include but not be limited to: Suspension of Vending privileges, Cancellation of Vending privileges.

45. Vendors are encouraged to display the prices of their goods.

46. There is to be no vehicular movement in the designated Courtyard Vending Area between the hours of 7am and 1pm. Violators of this regulation will result in suspension of their vending privileges for one week. No Vendor is to remove barricades for any reason.

47. Vendors cannot allow the operation of their business to in any way impede or obstruct the operation of another Vendor's business; this includes but is not limited to placement of signs, storage of goods, and customer lineups. Inside Vendors shall not set up displays of their goods, or portions thereof, in the walkway area in front of or to the sides of, their assigned booth location.

48. Vendors, who leave any property in the Market, do so at their own risk and Vendors are deemed to have notice that the Market may be occupied by other persons on days other than on "Market Days", including Market Day after Market Hours.

49. Newmarket Properties Inc. accepts no responsibility for loss of damage to the goods of a patron or other person left in the custody of a Vendor. Vendors are encouraged to likewise advise such persons that they do not accept any responsibility for lost or damaged goods.
50. Vendors may not use the name “Fredericton Boyce Farmers Market” or any variation thereof, or any words or expression likely to indicate the Fredericton Boyce Farmers Market in any advertising in any media without the prior written approval of Newmarket Properties Inc.
51. The Stallholders Association’s advertising fee is included in the Vendor’s stall fees, and will be collected by Newmarket and reimbursed to the Association.

Definitions

Market: The Fredericton Boyce Farmers Market located at 665 George Street in Fredericton, NB

Newmarket: The non-profit corporation Newmarket Properties Inc. and the operator of the Market

The Board: The board of directors of Newmarket Properties Inc.

Market Coordinator: person assigned by The Board to supervise the Market operations

Farmer: Person or entity with a valid “Registered Agricultural Producer card”

Hobby Farmer: Person or entity farming produce but do not have a “Registered Agricultural Producer card”

Vendor: Person or entity that have one or more stalls on the Market premises

Patron: a member of the public visiting, eating or shopping at the Market

Applicant: Person or entity who completed and submitted an application to be a Vendor at the Market

Market Day: Every Saturday of the year with the exception where Christmas and New Years day falls on a Saturday

Stall: Space allocated for the Vendor on the Market premises

Reserved Stall: The stall is assigned and reserved for a certain vendor for a defined period of time

Casual Stall: The stall assigned to a certain vendor on a certain Market Day

The Canopy: Under the covered area outside the Market building

Food Court: The area outside the Market building that is allocated for food Vendors

Court Yard: the Market premises beyond the Market building and the Food Court