



FREDERICTON BOYCE
FARMERS
EST. MARKET 1951

RULES AND REGULATIONS

Newmarket Properties Inc. May 1, 2009

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 an 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 during 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 conditions the masculine includes the feminine and corporations and the singular includes the plural and vice versa):

1. The Board of Directors of Newmarket (herein after referred to as “the Board’), has an Executive Director, who is to oversee the Market, and hears complaints from Vendors and Patrons through the Market Manager who makes recommendations to the Executive Director and the Board.
2. The Market is under the supervision of the Market Manager. All inquiries and applications with respect to stall fees and payment thereof are to be made to the Market Manager. The Market Manager is authorized to receive stall fee payments, and give receipts thereof and to allocate casual and reserved stalls. In the absence of the Market Manager, the Executive Director, or any officer or member of the Board, or any person appointed by either of them may perform the duties of the Market Manager.
3. Any person wishing to be a Vendor must apply to Newmarket for a Vendor Permit and it is the absolute discretion 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: Prior Vendors should apply at least three (3) weeks prior to any desired start-up date.

4. No person without a valid permit or permission from the Market Manager, may offer for sale, exhibit, or display goods, wares, products as well as any other merchandise of any kind in or about the Market building or in the adjacent parking lot.
5. Unauthorized fund raising, solicitation for money, or panhandling, is not permitted on Market property.
6. Anyone attempting to carry out these activities (as listed in #4 and #5 above) without a valid permit or permission from the Market Manager and refusing to leave the premises when requested by the Market Manager will be deemed to be a trespasser and treated accordingly.
7. A stall is such amount of space (normally four (4) feet in width) and in such locations in the Market as the Market Manager, from time to time determines. Stalls may be located within the Market building, under the covered area (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 accepts a stall as it is as to location, dimensions, services, and facilities at the time of stall fee payment.
8. The Market Manager will assign the stalls in consideration of variety of vendor mix (ex: farmers, craftspeople, bakers, etc.) and to have the seasonal and casual stalls in specified areas, as determined by the Market Manager.
9. A market is held every Saturday (except where Christmas Day and New Years Day falls on a Saturday) and on Saturday only (hereinafter referred to as "Market Days"), unless otherwise determined by the Board.
10. 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 expected to remain until 1:00pm unless permission is granted from the Market Manager.
11. The Vendors are to park any vehicles, trucks, cars, etc., in space identified by the Market Manager, so as to keep the parking lot clear for the outdoor stallholders and patrons.
12. The stall fees are those established from time to time by the Board and which rates may in its discretion vary as to location of stalls such as inside the Market building, under the canopy, or in the parking lot or to duration of the assignment period or as to services 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 which case the fee payable by the Vendor shall be adjusted accordingly and any refund or increase will be payable immediately.
13. Newmarket has the right to limit the number of stalls issued within the Market Building to each Vendor; and no more than five stalls shall be issued to each Vendor, or family member of a Vendor, whether or not living in the same household, for the same or similar business at the Market at one time.

14. A Vendor shall clearly display his name on or about his stall, to the satisfaction of the Market Manager.
15. A Vendor when applying for a permit shall declare the specific goods he proposes to sell and shall not hereafter change the nature of the goods sold without the written approval of the Market Manager. Without such prior approval the Vendor's permit to sell goods in the Market may be revoked even though he has paid in advance for a reserved stall.
16. Stalls in the Market are paid for on either:
 - 1) Reserved basis ("reserved stall"); or
 - 2) Casual basis ("casual stall"), only.
17. Subject to Newmarket's absolute discretion a Vendor may apply to reserve a stall, within a fiscal year, for a term of a minimum of thirteen (13) Market Days (may vary at the discretion of the Market Manager) and a maximum of fifty-two (52) successive Market Days. Should the application be successful, the Vendor must pay in advance the aggregate of the prescribed fee for the number of Market Days reserved. The Vendor will be allocated a specific stall and will have the use of the same stall on Market Days for the reserved period only, subject to the other rules and regulations contained herein.
18. All Reserved Vendor agreements are viewed to be by and for the reserved period only.
19. All available stalls other than reserved stalls are assigned on a casual basis by the day (Market Day) at the discretion of the Market Manager. The fee is payable in advance. A Vendor seeking a casual stall has no assurance that he will be allocated the same stall, or any stall, on successive Market Days.
20. A Vendor paying a fee for a stall acquires the privilege to use the stall for the purpose of selling goods only for the period from one-half hour before to one-half hour after the Market is open to the public on the Market Days for which the fee has been paid, subject to the other rules and regulations contained herein.
21. A Vendor who has reserved a stall is not entitled to any refund if he fails 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, he will have forfeited the right to occupy the stall for any part of that day and the Market Manager may then assign that stall for the balance of the day to another Vendor at the established stall rate. The fees collected from that Vendor shall be the property of Newmarket notwithstanding that the Vendor who reserved the stall has also paid for the day.
22. If a Vendor holding a reserved stall fails to occupy the stall for four (4) successive Market Days without the approval of the Market Manager, the stall shall be considered abandoned. An abandoned stall may then be assigned to another person and all fees collected from the other Vendor shall be the property of

Newmarket. Where a reserved stall is abandoned, the Vendor is not entitled to any refund of prepaid fees in any event, unless prior approval is received from the Market Manager.

23. A Vendor shall not permit any person other than someone in his employ or a member of his immediate family to sell or offer for sale his approved goods at the stall allocated to him.
24. The interest of a Vendor in a stall, reserved or otherwise, is personal and is that of a license and not a lease and is not assignable or transferable to any other person.
25. 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" and including Market Day after Market Hours.
26. When the building has been rented for other activities on Market Days after Market Hours all Vendors will make every effort to vacate the Market as quickly as possible after Market closing.
27. 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.
28. Vendors shall not make any improvements, alterations or additions to their stalls and the services and facilities therein without the prior permission of the Market Manager. Once made any such improvements or additions are the property of Newmarket and may not be removed without its permission.
29. Where a stall is serviced by electricity the Vendor shall not connect thereto any electric appliance except lamps, scales, and meat saws or slicers, without the prior approval of the Market Manager. Such approval may be subject to the payment of an increased fee as determined by the Comptroller and the Market Manager.
30. Newmarket Properties Inc., accepts no responsibility for loss of or damage to the goods of a patron or other person left in the custody of a Vendor and Vendors are encouraged to likewise advise such persons that they do not accept any such responsibility for such goods.
31. Vendors shall comply with all laws (federal, provincial, or municipal) applicable to their goods and the display and sale thereof in the Market.
32. A Vendor shall not display or sell in the Market any goods, which are unfit for human consumption or unsafe for use. The Market Manager may prohibit any Vendor from displaying or selling goods which in his/her opinion are unfit or unsafe, or not in keeping with the character of the Market; and may order any such goods immediately removed from the Market.
33. Vendors who have dangerous or potentially dangerous 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. They will comply with any directions of the Market Manager 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 times.

34. Vendors shall not allow their goods and the display thereof to endanger patrons or impede the progress of patrons through the entrances or along the walkways in the Market.
35. Vendors are encouraged to display the prices of their goods, and whether the Vendor is a reserved or casual Vendor.
36. Vendors must clearly and specifically identify whether or not their goods are produced in New Brunswick. A Vendor must self-produce the items that he is selling or displaying. A Vendor may be exempted at the discretion of Newmarket from this condition.

Application of Rule #36 – as it relates to Farmers/Produce Sellers.

In situations where there is found to be a misrepresentation of goods, the following action 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.

37. Vendors who wish to erect signs or advertising material of any kind in the Market other than moveable or temporary signs, must obtain the prior approval of the Market Manager as to location, construction, material used and content. The Market Manager may in his/her discretion refuse permission to erect any sign or advertising
38. Vendors may not use the name "Fredericton Boyce Market" or variation thereof, or any words or expression likely to indicate the Fredericton Boyce Market in any advertising in any media without the prior written approval of Newmarket.
39. No live animals or fowl may be brought into the Market building 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 building and on the Market property.
40. The Stallholders Association's advertisement fee will be collected by Newmarket and reimbursed to the Association.
41. Any party applying for an interior reserved stall must do so in writing and must have been attending Market on a regular basis for no less than six (6) months. They must comply with the present policy for issuing stalls; and furthermore, must accept any stall that is allocated to them when offered a reserved stall inside. If this offer is not accepted their name will go to the bottom of the list.
42. Any reserved vendor wishing to relocate or expand their number of stalls must make their request in writing to the Market Manager in order to be eligible for such consideration.

43. All stalls inside should be allocated before outside ones are issued; this will be at the discretion of the Market Manager.
44. 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 Province of NB- Department of Health prior to the Market Manager approving their application for a vending permit.
45. The Vendor agrees to provide a copy of each Inspection Report to Newmarket. The Vendor must meet any conditions or limitations imposed by the Province of NB - Department of Health.
46. The Vendor must complete the Province of NB - Department of Health's Food Safe Handling course prior to applying or reapplying for a Vending Permit at the Market. An applicants must submit a copy of this certificate with their application to sell food. The completion date on the certificate must not be greater than two years prior to the Application Date. *Applications received without this certificate attached will **not** be processed.*
47. All Vendors, for their own protection, should carry sufficient Liability Insurance.
48. Any and all Vendors using an open flame, electric grill, or fryer, for food preparation may only locate in the specifically designated area. The Board will determine the designated area.
49. Newmarket maintains the right to require a Vendor to relocate to a new stall location at anytime without prior notice. Some consideration for relocation may be but not limited to, public safety or policy implementation.
50. Remedial action will be taken by Newmarket if a Vendor has:
 - a) Failed to pay any amount due and payable to Newmarket;
 - b) In any way misled patrons as to, or misrepresented his goods in any way whatsoever; including without limiting the generality of the foregoing, the price, origin, quality, quantity, contents, kind, type, size, age, weight, measure, volume, or contents 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) Displayed conduct unacceptable to Newmarket to include but not limited to – creating a disturbance or nuisance toward patrons, or other vendors, or employees of Newmarket:

this action may include but is not limited to: Suspension of Vending privileges, Cancellation of Vending privileges.

51. A Vendor's permit may be terminated at anytime by Newmarket if the Board determines that the conduct of the Vendor at the Market is injurious to Newmarket.

52. Previously used bags are not to be used by Vendors to package goods purchased by Market customers.
53. There is to be no vehicular movement in the designated 'Courtyard Vending Area' between the hours of 7am and 1pm. Remedial Action for violators of this regulation will result in the suspension of their vending privileges for one week.
54. 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. Exceptions will only be entertained for the category of 'Farmer' and will be at the discretion of Newmarket.
55. A Vendor will not allow the operation of their business to in any way impede or obstruct the operation of another Vendors business. This includes, but is not limited to, the placement of signs, display of goods, storage of goods, or their customer lineups.