

Carleton Place Farmers Market 2012 By-Laws

Article 1 - Formal Title

This organization shall be known as the Carleton Place Farmers Market (CPFM)

Article 2 - Goals

1. To encourage and support local agriculture and the local economy through the production, marketing and sale of locally produced vegetables, meats, fruits, crafts and food;
2. To provide a venue for vendors to sell their locally produced products in an open, encouraging and apolitical setting;
3. To provide a gathering point for the community to socialize, engage in local events and entertainment;
4. To work collaboratively with other government and non-government organizations to support the CPFM, its vendors and its products;
5. To promote public interest in the consumption of local farm and garden products thereby supporting, preserving, and improving the quality of rural life in this area.

Article 3 - Membership and Fees

1. Any individual that resides locally (within 80 km of Carleton Place) may, upon approval of a majority of the CPFM Executive, become a member of the CPFM;
2. The selection or renewal of vendors is made by a majority (51% or higher) of the CPFM Executive;
3. Potential vendors may be asked to meet with members of the Executive and provide samples of their products before they may be asked to join the CPFM;
4. All cheques are payable to the Carleton Place Farmers' Market;
5. Membership is based on an annual basis and all members must pay an annual membership fee of \$35 (non-refundable), regardless of how many times they utilize the CPFM site during the season. A stall fee of \$20 per week (or \$60 per month) is payable to the CPFM Treasurer;
6. Two or more vendors sharing a stall (a stall area being 10' X 10' or smaller) must each pay a membership fee and the cooperative pays a single stall fee;
7. Subletting of stalls is not permitted; and
8. Daily stall fees must be paid to the Treasurer or designate, before setting up or upon request.

Article 4 - Insurance

It is the vendors' responsibility to obtain individual insurance if desired. The Carleton Place Farmers' Market carries blanket insurance coverage as a group but the coverage does not absolve Vendors of individual liability

Article 5 - Products for Sale

Products offered for sale may include:

1. Local meat, baked goods, fruit, vegetables, food cooked on site, honey, crafts, etc. (including local products being offered for sale on consignment) provided that they comply with all associated provincial or federal regulations for production, packaging or labelling.
2. Where a product is being offered as certified (i.e. organic) it is the responsibility of the vendor to produce, package and label the product according to the certification requirements and to make available any associated materials to customers when requested.
3. The CPFM, or members acting in their position on the CFPM Executive, will not be held liable or accountable for any products offered for sale by vendors that are not compliant with associated regulations or rules on production, packaging or labelling.
4. Members must produce the products that they sell. However, there are several allowable exceptions:
 - The Executive may act as an agent to sell products on behalf of the CPFM.
 - A member of a family may sell on behalf of another family member, provided the product is produced locally.
 - A vendor may act as a consignor of no more than 20% of local products, provided that these are produced locally.

Article 6 – Vendor Duties / Hours

1. Vendors must supply their own canopy, table and any other items required for the sale of their items.
2. Vendors are responsible for cleaning their vendor area before you leave.
3. In order to organize the market more efficiently, it is required that vendors who will be absent on any given Saturday, must notify the President or Market Manager 48 hours before market opening.
4. Market hours are 8:00am- noon Saturdays. The Market may set up additional hours or days for special events that vendors are expected to participate in.
5. Vendors may begin setting up at 6:30am and must be off premises by 1:00 except on special event days.
6. Vendors are discouraged from leaving the Market early. If you must leave early, set up your stall at the end of the Vendor line to eliminate any holes in the stall when you leave.
7. Vendor must not block access to other vendors' stalls.
8. Vendors must keep their stall in a neat and orderly fashion, any refuse produced at your stall put in a suitable container and remove it when you leave.
9. General garbage containers are for customer use only.
10. The vendor selling space will be up to and not exceeding a 10' frontage x 10' depth, if you require additional space give 48-hrs notice prior to setting up.
11. The CPFM Executive will designate stall space.
12. Committed produce and craft vendors have their stalls assigned at time of payment of membership fees.

Article 7 – Market Rules

Rule 1: The CPFM is an apolitical organization and does not endorse any specific political candidate, official, party or lobby group. With this in mind the CPFM requests that all vendors refrain from advertising their personal political views or affiliation with any political party or group while on the Market site. The CPFM Executive reserves the right to invite elected officials to the CPFM for special occasions (i.e. official opening of the Market) for the purposes of advertising or promoting the Market.

Rule 2: The expression or use of abusive or offensive language with customers or other vendors at the CPFM is strictly forbidden.

Rule 3: Vendors that misrepresent themselves or their products (including consignments and their percentage at the point of sale) as being local is strictly forbidden.

Rules 4: Vendors that contravene municipal, provincial or federal statues, or engage in criminal behaviour will forfeit their membership to the CPFM.

Should a vendor contravene the CPFM rules will be provided with:

- A verbal warning from the CPFM President or Market Manager upon the first infraction;
- A written warning from the CPFM President upon the second infraction; and
- A written revocation of their membership from the CPFM President upon the third infraction.

or

- Pending the majority approval of the CPFM Executive, may be asked to leave the Market site and/or forfeit their membership immediately.

Should a vendor have their membership revoked they will not be allowed to be member of the CPFM for the remainder of the Market season. Should they wish to appeal this decision they present their case to the Executive, which may allow the vendor to rejoin the CPFM pending a majority decision of the Executive.

In agreeing to be a member of the CPFM vendors recognize the authority of the CPFM Executive and that this body has the right to request a vendor to leave the Market.

Article 8 – CPFM Executive

See Appendix I

Article 9 – Pricing

1. Vendors may set their own prices for products. All pricing must be visible to the customer.
2. Vendors selling identical items must conform to the majority of other vendors pricing.

3. Gourmet or unique produce can be priced as the vendor sees fit provided that this price is not less than regular product in the same category.
4. The price protection agreement is based on an honour system to protect all vendors.
5. Any produce vendor found to be undercutting / over-pricing will be warned once. Any subsequent infraction will result in that particular item from that vendor being disallowed for sale on the day the infraction is observed and any market days after.

Article 10 – Dispute Resolution

Should there be a concern or dispute between two or more vendors it is the responsibility of the CPFM Executive to discuss the issue and resolve the matter based on a majority vote (51%). The decision of the Executive is final and binding.

Article 11 – Information Collection

Vendors may be asked to volunteer anonymous information about their sales or customer information to the CPFM for statistical or marketing purposes.

Appendix I: Executive

2012 Executive

President	Diane Sheets
Events Co-ordinator	Jennifer Wooldridge
Marketing Coordinator	Gwen Wiebe
Homepage Coordinator	Gwen Wiebe
Entertainment Planner	Kaylee Sheets
Treasurer	Arlee Sheets
Secretary	Petra Stevenson

Appendix II: Events Schedule

2012 Events

- May 12th – Grand Opening
- May 26th – Garage Sale
- June 9th – Home Party Day
- June 23th – Lambsdown Festival
- July 7th – Strawberry Festival
- August 4th – Bridge Street Bazaar
- August 18th – Corn Festival
- September 15th - Chili Cookoff
- October 6th - Harvest Festival