**Municipal District of St. Stephen Vendor Market Rules and Regulations**

* **All persons selling at the market agree to abide by the rules and regulations set out by the MDSS.**
* **At the beginning of each season, each vendor is responsible for filling out an application form.**
* **Every vendor will keep their vehicles and goods within the GCC parking lot and municipal plaza is designated parking areas. All vehicles will be outside the market sales area by 8:30 am. Vendors can park in designated areas only.**
* **No vendor or their staff under the influence of alcohol or drugs will be allowed at any market related functions. Alcoholic beverages or drugs for consumption on site will not be allowed on the premises.**
* **Vendor spaces shall be allocated by the MDSS staff.**
* **Vendors must be set up for business by the time the Market opens. Stall vendors must be in position by 8:30 am but may not arrive earlier than 7:15am. Canopies must be in place and secured before opening to ensure the safety of customers.**
* **No illegal products will be sold at the market. Alcohol sales must have an appropriate license and are subject to prior written approval by MDSS Staff. No cannabis, firearms or live animals will be allowed to be sold at the market.**
* **No smoking or vaping is permitted by any vendor within the sales area.**
* **No profanity, shouting or objectionable means of soliciting trade will be tolerated. Keep in mind this is a municipal event open to families.**
* **Vendors will not do anything that may adversely affect sales of other vendors. Including but not limited to talking negatively about another vendor or their products, approaching another vendor's customer to tell them you sell similar products, etc.**
* **Every vendor will be responsible for the condition of the space in and around their stall during market hours and shall leave the same in a condition as clean as when they arrived.**
* **Vendors shall not block walkways or other vendors' sites. Please conduct conversations at your own stall so as not to interfere with the flow of traffic.**
* **Vendors must place their own refuse in a suitable container at their stall and remove it when they leave. General garbage containers are for the use of customers only. Non-compliance may result in a clean-up fee of $50 by the MDSS.**
* **If a seasonal or monthly vendor has not notified the MDSS staff at 506-466-7700 of a late arrival and is not present by 8:30am, the stall may be assigned to another vendor.**
* **Non-profit organizations may be allotted a free space for fund raising purposes subject to MDSS approval. To ensure a space, bookings must be made in advance with the MDSS staff.**
* **Vendors or their staff, who repeatedly violate any of these guidelines in this handbook, shall be informed in writing by the MDSS staff that their membership is under review and that it could be revoked . If a membership is revoked by the MDSS staff their permit will be cancelled and fees are non-refundable.**
* **Anyone intentionally causing physical damage to another vendor or their property, or threatening in any way either in person, on social media or any other method will be removed immediately and permanently.**
* **The municipality is in no way responsible for the income or loss of income to a vendor.**
* **Any complaints regarding an infraction of these rules must be brought to the MDSS staff**
* **Any items not covered above will be dealt with at the discretion of the MDSS staff.**
* **Compliance with Provincial Harmonized Sales Tax Regulations, including collecting and reporting, is the responsibility of the vendor.**
* **Vendors are responsible for adhering to any required regulations in the production and sales of their goods. It is the vendors responsibility to be knowledgeable and in compliance with all federal and provincial regulations on the production or sale of their products.**

**LICENSING FEES – FOOD VENDORS - For all types of Food Premises Applications, a copy of the application form may be obtained at any Service New Brunswick office or online at www.snb.ca.**

**RENEWAL APPLICATION FEE**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Type of Food Premises** | **Class 3** | **Class 4** | **Class 5** | **Class 3-5****Not-for-Profit** |
| **Food Premises** | **$50.00** | **$265.00** | **$350.00** | **$0** |
| **Food Premises at Public Market****-operating 160 days/year or more** | **$50.00** | **$265.00** |  |  |
| **Food Premises at Public Market****-operating less than 160 days/year** | **$0** | **$0** |  |  |
| **Temporary Food Premises** | **$0** | **$0** |  | **$0** |
| **Maple Syrup Producer** |  |  | **$50.00** |  |
| **Abattoir** |  |  | **$475.00** |  |
| **Dairy Plant** |  |  | **$1050.00** |  |
| **Day Care or Residential Facility** | **$0** | **$0** |  |  |

**2024 St Stephen Vendor’s Market Application**

Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone-Home\_\_\_\_\_\_\_\_\_\_\_Cell\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_E-mail\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Social Media page (if applicable and you would like it shared) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List items to be sold. Please be specific, use back for more space.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Food Safety Course? Y\_\_\_N\_\_\_ N/A\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Type of Vendor: Seasonal\_\_\_\_ Monthly\_\_\_\_ Daily \_\_\_\_

Season - $175 + free booth at May indoor flea market (May 5th on the arena surface). Free booth is non-transferrable.

Monthly - $45 (per calendar month, 4 or 5 markets)

Weekly - $15

Receipt required? Y\_\_\_N\_\_\_

Questions? events@chocolatetown.ca

I acknowledge that “The Municipal District of St. Stephen, its respective servants, agents, employees, or officials” (collectively referred to as the “Municipal District”) are not responsible for any injury, loss or damage of any kind sustained by any person while registered and/or participating in any and all activities associated with the St. Stephen Vendor’s Market; including injury, loss, or damage which might be caused by the unintentional negligence of the Municipal District.

I agree to waive all claims that I have or may in the future have against the Municipal District arising out of any aspect of my participation in the programs or activities and to release the Municipal District from any and all liability resulting from any loss, damage, expense or injury, including death, that I may suffer or that my heirs or assigns may suffer resulting from my participation in these programs or activities.

By executing this document, I agree to hold the Municipal District harmless and indemnify them in conjunction with any injury, disability, death, or loss or damage to person or property that may occur as a result of engaging in programs or activities offered.

I have read this release of liability and assumption of risk agreement, and I fully understand its terms. I have been provided with the opportunity to obtain independent legal advice and I hereby waive my right to obtain Independent Legal Advice and I have signed this form freely and without duress, coercion or undue influence and knowing that I may have limited my legal recourse by doing so.

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Print Name Signature Date