The "Gisborne Farmers' Market Incorporated"

Stallholders' Agreement

Definition of the "Gisborne Farmers' Market Incorporated". The Farmers Market is a place where produce growers and makers of artisan products can sell their wares directly to the consumer.

It is a place for the sale of quality fresh produce, genuine artisan products and products that form part of the food production cycle such as compost, worm farms and vegetable plant seedlings, locally produced.

By signing this agreement, the stallholder agrees to abide by the rules and guidelines laid down by the Gisborne Farmers Market Incorporated committee. These rules and guidelines have been developed to benefit and promote the market as a whole, in order to give the consumer the widest possible range of produce and products from a diverse range of stallholders. The rules and regulations are subject to change at the discretion of the Committee.

Stallholders must be full ordinary members of the "Gisborne Farmers Market Incorporated".

1. **Eligibility**

There are two categories of stallholder –

a) *The farmer/grower*
b) *The artisan producer*

The Farmer/Grower's produce must be grown by themself in the Gisborne/Tairawhiti region or surrounding areas.

For the Artisan Baker, their product must contain a minimum of 75% Gisborne/Tairawhiti or surrounding areas produce.

c) It is agreed that there will be exceptions in cases where the product cannot be sourced locally, and it is the opinion of the Market Committee that they have two products or product types that warrant a place at the market:

d) Bakery products – these must be baked from traditional individual ingredients and must not include any pre-packed or pre-mixed items. The baking must obviously be of an artisan nature.

e) Artisan products must be made in a licensed registered kitchen. The license must be displayed at the Market. All stallholders must comply with local council regulations.

f) Every effort should be made to maintain a good balance between fresh produce and artisan products.

g) The committee will continually review this as season's progress but acknowledge that this balance will vary depending on the time of year.

h) A stallholder or prospective stallholder will have the right to come to a committee meeting to put forward their proposal or air a grievance.

i) When, due to unforeseen circumstances such as weather interrupting or delaying harvest, which will result in the grower missing a market, the grower should inform the Market Manager as soon as possible.

j) Those grower/producers wishing to become stallholders at the market must give notice of their intention to join. If their product type is over-represented at the market (see 1.e) then they may join a waiting list until such time as a stall becomes available.

k) When a vendor and/or product has not been at the market for a minimum of 18 months, that vendor or vendors product will need to be re approved by the committee, prior to said vendor or item/s being eligible. *(Vendor update from must be used)*

l) With food safety in mind, vendors are requested to leave their dogs at home. This also includes not having them inside vehicles at the market.

m) While in trade, stalls must be supervised.

2. Fees

a) A Joining fee is payable by all new stallholders – see table below for joining fee. The joining fee must be paid before commencing trade.

Stallholder Category	Fee (inc GST)
Farmer / Grower	$287.50
Artisan Baker	$287.50
Hot Food	$287.50

b) An annual fee (due by 1st Feb) set by the AGM of not more than $75.00 (GST inclusive) is payable by all stallholders.

c) The stall fee has been set at $15.28 (GST inclusive) per metre up 4 metres, then $7.64 (GST inclusive) per metre thereafter. For payments made by cash, the fee will be rounded up to the nearest 50c (fifty cents) (see table below) The reason for the rounding up is that there is a cost associated with the market manager handling and reconciling the cash. It is therefore to offset this, and encourage vendors to pay online, which will help reduce overall market costs.

Stall Size	Direct Debit	Cash Payment
1 m	$15.28	$15.50
2 m	$30.56	$31.00
3 m	$45.84	$46.00
4 m	$61.12	$61.50
4.5m	$64.94	$65.00
5 m	$68.76	$69.00
6 m	$76.40	$76.50
7 m	$84.03	$84.50
8 m	$91.67	$92.00
9 m	$99.31	$99.50

d) Although one or more persons may share a stall site, the fees may not be shared. The committee to cover genuine expenses may raise the fee. Stallholders must be notified one month in advance of any increase. Notice of any stall fee change will be in writing and contain an explanation of the purpose of the increase.

e) Stallholders who fail to attend any given market, without having notified the Market Manager at least 48 hours in advance (i.e. Thursday prior) will be invoiced for the particular market. Exceptions will be granted for valid reasons, which must be disclosed to the Market Manager.

f) The market will be Saturdays 9.30am – 12.30pm, weekly.

3. Setting / Clearing Up

a) Each stallholder is responsible for setting up his or her own stall. This involves arriving prior to 9am for such set up.

b) Each stallholder is responsible for dismantling his or her own stall and clearing it away at the conclusion of the market.

c) Each stallholder must remove any rubbish generated by his or her stall, and when inside must sweep his or her stall area. A fee of $20 will be charged for cleaning stall areas that have been left unclean by the stallholder at the end of the market.

d) The Market Manager committee will draw up a duty roster to assist in the general clearing up and the storing away of market equipment.

4. Hot Food

a) It is agreed that only selected hot food stalls to be allowed at the market as approved by the committee.

b) This does not preclude stallholders from offering hot food for “tasting” purposes but it may not be supplied in large quantities or sold.

5. Freshness

a) Goods intending to be sold at the market must be of top quality.
Inferior product will not be tolerated as it goes against everything the market represents, that is – Quality, Fresh Gisborne Produce.

b) Second grade produce, if sold must be clearly marked as such. If selling second grade produce, first grade produce must also be present for sale.

6. Price Guideline

a) It is the intention of the market that this is the producer’s retail outlet.

7. Digital Marketing

a) Vendors are encouraged to promote their own market stall on social media.
Please tag the Gisborne Farmers Market in your posts.

b) Keep the focus on your own stall, as promoting the market generally is the responsibility of Gisborne Farmers Market.

8. Sale or transfer of ownership

a) Gisborne Farmers Market membership is non-transferrable.

b) In the event that a person/trust/company that has membership sells their business, the new owners may apply for Gisborne Farmers Market membership.

Comment – if a stall is owned by say – Sunrise Orchard & Irises and the business is sold as a going concern, then there is no change of ownership, as “Sunrise” is still the legal owner, (although the directors + shareholders may change).

9. <u>Safety</u>

a) Please read and sign separate Health & Safety Policy (included in this pack).

I ..... (name) of .....
have understood this stallholder’s agreement and agree to abide by this agreement, the constitution and any rules as set out by the Gisborne Farmers Market Inc.

....
(vendor signature) *(date)*

Please return to:
Gisborne Farmers’ Market information stall at the market

or,

Email:
gismarketmanager@gmail.com
cc secgisbornefm@gmail.com