

Kelowna Farmers' and Crafters' Market Society (KFCMS)

RULES OF OPERATION 2017

Office Administrator: ~250.878.5029~ Kelownafarmersmarket@shaw.ca

Market Coordinator: ~778-215-4498~ bookings@kelownafarmersandcraftersmarket.com

TO BOOK A STALL FOR THE NEXT MARKET DAY: bookings@kelownafarmersandcraftersmarket.com

The mandate of the Kelowna Farmers' and Crafters' Market Society, hereinafter referred to as the 'KFCMS' or 'the Market', is to deliver a unique shopping experience to our customers. One of the ways we achieve this is by ensuring our Vendors' businesses exclusively sell goods which are Made, Baked or Grown by our vendors.

The KFCMS trading area boundaries are within the Okanagan Valley from Armstrong to Summerland. From time to time vendors from outside the trading area, who have been grandfathered, or who sell products that are unique and not being offered for sale by another vendor from within the boundaries may be approved by the Jury Committee to sell their products at the Market.

The hours of the Spring/Summer outdoor market will be 8:00 am to 1:00 pm on Wednesday and Saturday, from April thru October. The Fall/Winter indoor Market hours are from 9:00 am to 1:00 pm Saturday from November thru March.

The KFCMS has the right to establish the number of sites, stalls and seasonal vendor designations, and the allowable number of each farmer, food producer and craft vendor at the Market.

- **A Stall:** is defined as an individual space for rent by the Market.
- **A Site:** is defined as the place occupied by a vendor and may be comprised of one, two or three stalls.
- **A Farmer Vendor:** is defined as a vendor who sells a product that has been grown or produced on a farm, garden, orchard on his/her property or leased land: examples are fruit, vegetables and animal products.
- **A Food Vendor:** is a vendor that makes food products that are packaged and ready to take-away, but not consumed on Market site.
- **A Crafter/Artisan Vendor:** is a vendor that makes practical or decorative articles such as jewelry, soap, bird houses, ceramics, cutting boards, sculptures and paintings, etc.
- **A Liquor Vendor:** is a vendor authorized to sell liquor products at a farmers' market by the Liquor Control and Licensing Branch and is subject to the KFCMS Liquor Vendor Guidelines.
- **A Concession Vendor:** is a vendor who may have a truck or cart that has food prepared on site for immediate consumption, for example: soup, fries, hot sandwiches, plated meals, sausages, etc., and requires extra space for (seating) tables & chairs.

A **Seasonal Vendor** is one that has met eligibility requirements and has paid for the Season, in full, in advance of commencement and is assigned a regular stall or stalls for Wednesday or Saturday, or any combination of those days. Seasonal Vendors are designated full membership in the KFCMS and are entitled to voting privileges on rules covering the operation of the KFCMS.

A **Day Cap Vendor** is one that has reached their maximum rental fee and has attended 24 Markets in one Season. It is the responsibility of the Day Vendor to keep all receipts and notify the Market Coordinator once he/she has reached their Day Capp. Refunds are not given for over payment.

A number of Vendors will be allowed to pay the maximum rental fee at the beginning of the Season, based on Juried Criteria. Vendors designated as Semi-permanent Day Vendors will receive a semi-permanent stall on a season to season basis. Day Vendors can also apply to be considered to become a semi-permanent Day Vendor at the beginning of the next season on their application forms.

The current number of Seasonal Vendor designation is set at 100 for each Wednesday and Saturday Market. The KFCMS shall try to maintain a majority of Farmer Vendors to Food Vendor/Crafter Vendors at the Market, in accordance with guidelines established by the B.C. Association of Farmers' Markets' of which the KFCMS is a member.

MARKET DAY STALL ALLOCATION & MAP

Vendors who have been approved and wish to attend the next market day, must inform the Market Coordinator via the **Bookings email**. Stalls are allocated on a first-come, first-served basis in each category. The allocations are divided as follows: Farmers with perishable goods, followed by perishable foods, Non-perishable foods, and Crafters. **Daily Vendors must pre-book** for each market they wish to attend. Seasonal vendors are required to pre-book with the Market Coordinator prior to their first market of the Season.

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Booking a Stall: For Wednesday & Saturday Markets. Bookings are accepted by email only. For Wednesday booking, emails will be accepted at 6:00 pm on Saturdays. Cut off time for Booking a stall and cancellations close at 8am Mondays. The completed Stall map will be sent out to the membership at 12 noon on Monday. For Saturday Markets bookings opens on Wednesday at 6:00 pm. Cut off time for booking and cancellations will be 8am Thursday. The completed Stall Map will be sent out to the membership at 12 noon on Thursday

A Seasonal Vendor may proceed directly to his/her site to set up unless he/she arrives later than 60 minutes prior to Market opening time, in which case, the Vendor must first consult with the Market Coordinator before proceeding. Seasonal Vendors arriving late without advising the Market Coordinator (**by phone 778-215-4498**) are subject to disciplinary action. Vendors frequently arriving late or not reporting absences by 3pm two days prior to the market may be subject to the loss of their stall for the entire Season (not applicable for emergencies and extenuating circumstances). The Market Coordinator must be contacted by telephone at 778-215-4498 or through the bookings email. If a Vendor does not call/email and cancel before the market day, when they have booked a stall but are unable to attend, the first offence receives a verbal warning, 2nd offence a \$25.00 fine will be levied.

Seasonal Vendors must attend the Market a minimum of 15 times during the outdoor season to maintain their seasonal status, commencing in 2017, for the upcoming year; otherwise they will lose their Seasonal Status.

Seasonal Vendors that have not submitted their season fee prior to or on the designated registration date for the upcoming year may be subject to forfeiture of their seasonal site and status, unless they provide extenuating circumstances in writing, acceptable to the Board for not being able to do so.

A registered Season Vendor, in good standing, shall have the first right of refusal for his/her current site for the upcoming year. If alternate or additional seasonal stalls become available they shall be offered to Seasonal Vendors first. The successful applicant will be chosen by the Jury Committee based on the following criteria: 1) Previous attendance record; 2) Seniority; 3) Benefit to the Market.

Some circumstances may require a Vendor to request a Leave of Absence from the Market. The Vendor must apply to the Board in writing, citing the circumstances for the LOA, they may be required to provide documents in support of such a request. The Board will determine if the request is reasonable and will make a decision and report the outcome to the Vendor in a timely manner.

SALE and/or TRANSFER OF A SEASONAL VENDOR'S BUSINESS

The KFCMS leases its current operating space from Orchard Park Shopping Center Holdings, by virtue of the payment of Seasonal fees and the provision of a designated site a contract is created between the Seasonal Vendor and the KFCMS to sub-lease space. Both the KFCMS and the Vendor recognize that a seasonal site is a valuable asset of a business. Due to the unique nature of this leasing agreement, Seasonal Vendors wishing to sell their businesses may not transfer their seasonal site to a purchaser without the **prior approval** of the Board of Directors and the payment of a transfer fee to the KFCMS as decided upon by the Board of Directors on an annual basis. The only sale of a business that the KFCMS will recognize and approve is a substantial sale of the business and its assets. Additionally, an incoming purchaser must undertake to continue the seller's business in substantially the same form and substance as it previously existed. All New Season Vendors, through the sale of an existing business will be required to be Juried by the Jury Committee and approved before entering the Market. Any changes in the sale of the product or use of the site will require the Jury Committee's approval. Both Seller and Purchaser need to fill out forms. Purchasers that buy a Seasonal Vendor's business shall assume the same rights, privileges and obligations to the Market as the Seasonal Vendor would have had, including the use of his/her market site. Any new vendor or partnership created is subject to a one year probationary period to ensure that the new business is acceptable to and remains in good standing with the Market Board.

A Day Vendor is one that has applied to the KFCMS and has been successfully juried, and pays fees on a daily basis for a Wednesday or Saturday stall. Day Vendors are designated as associate (non-voting) members of the KFCMS and are entitled to attend the Market on a first-come, first-served basis in each category. The allocations are divided as follows: Farmers with perishable goods, followed by perishable foods, Non-perishable foods, and Crafters. They must adhere to the KFCMS Rules of Operation. Day Vendors must be on site by 6:30 a.m.

Day Vendors must apply in advance of initial market entry to the Jury Committee for approval of their product for sale at the Market. Potential vendors must submit the completed application and vendor information sheet including copies of all applicable documents and insurance to KFCMS for review by the Jury Committee. If all is in order, the vendor will be invited to set up on a Wednesday that has been scheduled and confirmed by the Market Coordinator, at the KFCMS for one trial day where their product

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will be reviewed by the Jury Committee for approval to begin selling at the market, that day. **Jurying new vendors will occur between the beginning of May to the end of June each season.**

Day Vendors may apply for seasonal vendor sites on their day vendor application forms, when they become vacant. A day vendor applying for a vacant seasonal site shall have been a regular full time Day Vendor on Wednesday and/or Saturday for the immediate past market season and must have attended a minimum of 15 market days. If there is more than one Day Vendor applying for a vacant seasonal vendor site, the Jury Committee will choose the successful applicant on the following basis: 1) Attendance record; 2) Seniority; 3) Benefit to the Market.

Seasonal and Day Vendors are not allowed to exchange sites without the prior approval of the Market Coordinator .

The Market's stall fees for the Spring/Summer and Fall/Winter markets shall be established by the Board on an annual basis at the AGM to ensure current operating costs are covered and are set out below:

Both Day Vendors and Season Vendors must have attended the previous Outdoor Market Season a minimum of 15 times to be eligible to apply for the Indoor Winter Market.

Vendors submitting cheques that are returned for insufficient funds shall be assessed a penalty of **\$30** and be required to immediately rectify their default in a form of payment suitable to the Board/Jury Committee, or they risk losing their Seasonal stall or may not be permitted entry to the Market.

The Market Coordinator reserves the right to forbid the sale of any commodity and the distribution of literature, political or religious material, or any article deemed not to be in the best interest of the Market. Petitioning and Soliciting are strictly prohibited. The Market Co-coordinator may, in their sole discretion, prohibit any person from renting stall space and may require persons to leave the Market in the event they fail or refuse to comply with the Rules of Operation.

The KFCMS is not responsible for lost, stolen or damaged articles or money.

The KFCMS does not allow groups, individuals or organizations to Fundraise at the Market except for Non-Profit Groups

No Dogs (with the exception of service dogs) and no other animals of any kind will be permitted at the Market site.

The KFCMS will allow a maximum of five Buskers per market day, except on special festival days when only two buskers will be allowed. Buskers must pre-register and fill out an application, with the Market-Coordinator prior to any date they wish to attend. The KFCMS reserves the right to refuse any busker.

The KFCMS will allow up to two certified non-profit organizations a free stall each per market day, space permitting, by pre-registration with the Market Manager. Non-profit organizations may not sell product at the market. Information items, brochures, videos, and demonstrations to promote the organizations are acceptable, subject to approval of the Market Coordinator. Collecting donations will need approval of the Market Coordinator. These organizations will not be permitted a seasonal site. There will be no stalls available to Non-profit organizations during the months of July and August or November to March.

RULES RELATING TO VENDORS

- a) ***Vendors are only permitted to sell products they have made, baked, or grown themselves and which have received prior approval of the Jury Committee. Products that have been purchased by the vendor and then modified or enhanced, must be SUBSTANTIALLY CHANGED OR ALTERED. Definition: The starting material must be significantly altered and enhanced by the vendor and this significantly altered and enhanced product must dominate the purchased portion. Any purchased component that is used must be significantly transformed in a way that makes the product unique from its original state. Pre-strung, pre-assembled components and items made from kits will not be acceptable. Product that is grown or baked must be produced by the Vendor.***
- b) Vendors are only permitted to sell products which they have listed on their application to become a Market Vendor.
 - 1) Any new products introduced during the Season, must be juried. Vendors must contact the office to schedule a Jury meeting to review any new products

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- c) The onus is on the Vendor to ensure appropriate compliances and approvals have been obtained prior to selling their goods at the Market. All Vendors shall immediately cease to sell and will remove from the market any products upon the request of any appropriate official or representative or the Market Coordinator
- d) Vendors are not allowed to hawk, accost or badger customers.
- e) Vendors are not allowed to smoke within the perimeter of the Market site.
- f) Vendors must drive cautiously and slowly (10 Km, in the market area) and be alert to others in the Market
- g) Vendor's products may be sold by the Vendor or an employee of the Vendor. It is the responsibility of the Vendor to ensure that any employee has read, understands and agrees to comply with these Rules of Operation.
- h) Produce and Food Vendors must display their product **a minimum of 8 inches** above ground or floor level, according to Health Regulations.
- i) Vendors selling products by weight must use a scale that has a current certification in accordance with the provisions of The Weights and Measures Act of Canada.
- j) Vendors who sell their goods at the Market are not allowed to sell their products from a retail outlet dedicated exclusively to the sale of their product(s); Farm gate stands and home studios are acceptable.
- k) Vendors are permitted to sell products to promote their own business such as t-shirts, hats, pins, etc.
- l) Vendors are solely responsible for obtaining GST Registration Numbers where required, and collecting and remitting applicable GST, and any other required taxes to the appropriate authority, upon sale of their items.
- m) Vendors are required and solely responsible for keeping their stall space and surrounding area clean and tidy during and upon departure from the market.
- n) Vendors selling produce, do so at their own risk with respect to marketing Boards.
- o) Vendors selling produce as organically grown must be certified and provide proof of such certification to the Market Coordinator upon request. All signage relating to organic produce must first be approved by the Market Manager; any product that is not Certified Organic at an organic grower's booth must be clearly indicated with signage.
- p) Vendors are subject to home visits by Board Members, Jury committee members, or the Market Coordinator to ensure that the products being sold by the Vendor are in compliance with the Market mandate. The Market also may consult outside authorities, including other vendors, if they feel insufficiently qualified to handle the inspection themselves (i.e. if a home visit is needed where a vendor is producing a unique item that the Board, Jury or Market Coordinator knows little about, they may bring in a person more knowledgeable about the item in question to aid in the home visit).
- q) Vendors must properly secure all awnings and tents by adding sufficient weights (minimum 10 Kg on each corner). Weights must be on all 4 corners of tents and secured to the tents.
- r) Vendors must remove their vehicles from their stalls to the parking lot. Unless they need to access their product from their vehicle and have asked the Market Coordinator for approval prior to parking their vehicle.
- s) Vendors are not permitted to pack up their products prior to the official market closing time, without the prior approval of the Market Coordinator who shall remain on site until one half hour after the Market closes. Official closing time will be signaled by the ringing of a bell at 1:00 pm on Wednesday and Saturday. Vehicles are not permitted to enter or exit the lot, or to leave their stalls until 1:15pm to allow time for customers to be safely cleared from the Market. Please use the one way in and one way out Directional map when entering and leaving the Market lot.
- t) Season Vendors using generators will be required to pay an annual fee as determined by the Board, and payable with their Season Stall Fees.
- u) Day Vendors using generators will be required to pay a separate daily fee as determined annually by the Board.
- v) Generators must be less than 85dB as measured at the source.

SPECIAL RULES RELATED TO PREPARED FOOD AND FOOD CONCESSION VENDORS

- 1) Vendors must not sell foods that are considered higher risk unless approved by the local Health authority. Higher risk foods must be prepared in an approved commercial food premise.
- 2) Vendors may sell lower risk, home prepared foods providing that the water activity (AW) level is 0.85 or less, or the pH value is 4.6 or less. Home prepared/packaged food may be subject to **Canadian Food Inspection Agency** requirements for labeling and weights and measures. **The onus is on the Vendor to ensure compliance with applicable requirements.**
- 3) Vendors must obtain and display all necessary compliances, permits and certificates from the appropriate governmental authority as required by each authority. In addition, Vendors must provide an up-to-date copy of any permits and

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- 4) certificates to the market annually, to be placed on file with their application. These applications might include, but are not limited to Interior Health Certification, Fire Department approval, confirmation of insurance etc.
- 5) Only Concession Vendors will be allowed to sell products such as bottled water, pop and juices. A Concession Vendor is a Vendor that prepares food on site for breakfast, lunch or dinner and must provide tables and chairs for patrons. In addition, all Food Concession Vendors must obtain both approval for the food they are selling AND a "Permit to Operate" from the local Environmental Health Officer.
- 6) All Vendors of home prepared foods must display a sign indicating that the food has not been prepared in a commercial kitchen inspected by the Health Authority.
- 7) Vendors must supply their own garbage cans for waste in full view for customers. Vendors wishing to use the market garbage and recycling dumpsters for their waste at the end of the day must purchase a key to the dumpsters from the market, otherwise they must dispose of their waste by their own means.
- 8) All prepared Food and Concession Vendors must have an up-to-date **FoodSafe Level 1** certificate and/or **Market Safe** certificate prior to commencing sale of foods at the market
- 9) Vendors must have applicable liability insurance in which the KFCMS is named as a third party and indemnified and kept safe from any claims of wrongful behavior or liability on the part of the Vendor. Vendors who have liability insurance must provide a copy to the Market Coordinator to be kept on file.
- 10) All Samples must be covered and have toothpicks in them or be in individual serving cups and are to be served by the vendor; uncovered samples will be removed. Garbage containers must be supplied by the Vendor and be visible.
 - Providing a handwashing station for the Vendor's use which is equipped with running warm water (e.g. A plastic water jug with a spigot is acceptable), liquid soap in a dispenser, a waste water catch bucket and paper towels.
 - Having sanitizing solution (e.g. Bleach in water) with adequate concentration on site.
 - Samples must be apportioned (offsite) and dispensed by the Vendor.
 - Abstaining from preparing (including cutting) or apportioning food in the customer service area unless a sneeze guard and/or plastic coverings are provided.
 - Providing single service utensil or pre-portioned bite-sized foods for customers. Toothpick, wax paper, paper sampling cups or disposable utensils should be used to distribute samples. Any Vendor who is portioning food must not handle money, unless hands are cleaned after each transaction.
 - For full rules regarding "**Proper Sampling Methods**" please refer to the Sampling sheet on the website.
- 11) The Market Coordinator is responsible for ensuring on-site compliance with these Rules.

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HARASSMENT AND DISTURBANCE

Harassment and Disturbance of any kind will not be tolerated at the Kelowna Farmers' and Crafters' Market. The KFCMS is committed to providing and maintaining a collegial working environment that is free from disturbance and harassment where all individuals are treated with respect and dignity. All vendors have the fundamental right to work, shop and sell in an environment free of harassment and disturbance, therefore it is expected that all contact between Vendors and others be respectful, professional and courteous at all times.

Complaints about other vendors, their products, pricing issues or the operation of the market are to be given in writing to the Market Coordinator or e-mailed to kelownafarmersmarket@shaw.ca. All complaints and comments are kept in confidence and given to the Board of Directors. Public airing of these concerns with Vendors, or Board of Directors at the Market is not permitted at any time.

CODE OF CONDUCT

- ❖ Vendors and staff shall adhere to the Rules of Operation and the Vendor Handbook of the KFCMS
- ❖ Vendors and staff shall treat each other and customers with courtesy and respect at all times. Abusive or offensive language or actions will not be tolerated at any time, disciplinary action will be taken (removal from lot, demerit points, fines)
- ❖ Individual disputes concerning Market affairs should be resolved between the disputing parties with the assistance of the Market Coordinator if necessary. Should the need arise, the Coordinator may also call upon a Director for assistance.
- ❖ Should disputes remain unresolved, a written and signed complaint letter in a sealed envelope, addressed to the Board, should be delivered to the KFCMS via the Market Coordinator or any Board Member. This matter will remain confidential between the Market Coordinator and the Board. All suggestions will be addressed by the Board and a written decision will be arrived at by the Board by the next scheduled Director's meeting. * Comment forms are available at the Info Booth.
- ❖ Individuals wishing to conduct business at the KFCMS agree to abide by the Code of Conduct, Disciplinary action will be taken upon those who do not adhere to the Rules of Operation and Code of Conduct.

DISCIPLINARY ACTION

The Jury Committee/Board has the right to impose suitable disciplinary action upon Vendors in variance with the Market Rules of Operation. For any infractions considered minor, the Market Coordinator or a Board Member will first verbally advise a Vendor of the indiscretion. A written record of this advisement will be kept on the vendor's file for record-keeping purposes. Further disregard of such advice will be followed by a written warning. In case of continued violation, or an infraction of a more serious nature, a Vendor will be given written notice that his/her actions are being referred to the Board for review and discipline. The Board will consider extenuating circumstances proffered on the Vendor's behalf. The Board, at its discretion, may impose appropriate penalties or recommend dismissal from the Market Membership. All actions will be documented under the Vendor's file.

DAILY FEES 2017

Daily Stall Fees are adjusted annually by the Board and consist of a single stall (10ft X 20ft), per Market day. On a Daily Vendor's first market of the Season each year, they shall also pay an annual associate member fee. If the day Vendor will be using a generator, an additional fee as determined by the Board, will be added to the stall fee. A day Cap Vendor no longer pays daily fees, once a Vendor has reached attendance of 24 days at the Market in one Season. *It is the responsibility of the Day Vendor* to keep all receipts and notify the Coordinator once he/she has reached their cap. There are no refunds for overpayment of daily fees once the cap has been reached.

Fee Structures are attached to the Vendor Application Forms and are revised annually.