



Vernon Farmers' Market

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2024 RULES AND REGULATIONS

We make, bake, and grow everything we sell at the Market.

The day-to-day conduct, operation, and control of the Vernon Farmers' Market (herein and after called "the Market" and/or "VFM") shall be governed in accordance with the following Rules and Regulations. The VFM is a member of the BC Association of Farmers Markets.

Please note that the location of the Vernon Farmers' Market (Kal Tire Place, 3445-43rd Avenue, Vernon, BC V1T 8P5) herein and after will be regarded as "the Market Site." See map of 'the Market Site.' on page #5. Market Site subject to change without notice.

For the purpose of these VFM Rules and Regulations, any person who qualifies for, and signs, the VFM application, agrees to abide by the VFM Rules and Regulations, and occupies stall space(s) at the Market, will be called a "Vendor."

GLOSSARY OF TERMS

Board of Directors – comprised of a President, Treasurer and five board members, all of whom are members of the Market, and also vendors of diverse products at the Market. Elected positions, on the Board of Directors, result in a two-year term. The election takes place at the Annual General Meeting (AGM).

Market Coordinator / Market Assistant – hired or contracted employees of the VFM that are paid to oversee the daily operations of the Market. The Coordinator and Assistant have the authority to make decisions for the well-being of the Market and implement all VFM Rules and Regulations.

Seasonal Vendor – A Vendor of the Vernon Farmers' Market who is deemed a Seasonal Vendor by the VFM, who is a member in good standing for a minimum of 2 years, maintains the required market attendance, and pays the seasonal rate, specified on the application form. Seasonal vendors may qualify to become a Season Stall Holder if they meet a certain criterion and there is space open in their vendor category. Season Vendor stalls are allocated in each category, stalls only become available, when current Season vendors have left the market. Season Stall percentage: Farmers 40% Food 20% Crafters 35% Concessions 5%

Daily Vendor – any person wishing to set up and sell at the VFM, and pays the Daily rate, specified on the application form. They must agree to abide by all VFM Rules and Regulations. Daily vendors do not qualify to be a Season Stall Holder.

Family - defined as an immediate family member, and includes father, mother, husband, wife, son, daughter, brother, and sister.

Market Stall Chart – the plan laid out by the Market Coordinator and Board of Directors for the Market Site. This allows qualifying seasonal vendors to obtain a permanent space for the Market season. This allows for an organized and efficient market.

Season Stall Holder – those vendors' who qualify for a Season or semi-permanent space within the Market. Determined by years of attendance and yearly attendance at the VFM – See section #7 for more info.

Day Vendor Stall Holder – those vendors who have not yet qualified for a permanent space due to fewer years of attendance, or fewer Market Day attendances. These vendors will occupy various spaces throughout the Market, assigned to them by the Manager(s).

SECTION 1 – VENDOR ELIGIBILITY AND STALL SPACE

- 1.0 All stalls are approximately 10 ft of frontage, by 27 ft deep.
- 1.1 There will be a limit of 3 stalls per vendor and 3 stalls per family.
- 1.2 Stall(s) shall be allocated in accordance with the Designed Parking Plan. Unassigned stall spaces will be filled at the discretion of the Market Manager keeping product placement in mind. Booking arrangements should be made at least or earlier before 4:00pm the evening prior to any given Market Day. Drop-in vendors are required to wait for stall placement until they have read and agreed to follow the VFM Rules and Regulations
- 1.3 Consideration for vendor eligibility will be decided according to these boundaries:
 - Layer #1: The North Okanagan Regional District (R.D.N.O.) boundary.
 - Layer #2: Farm, Food products or a product that is substantially unique to VFM within a 75 km. radius of Vernon (as the crow flies)

- 1.4 The market shall take place between the hours of 8 am and 1 pm, Mondays and Thursdays each week. Each season, the markets will commence on the third Thursday in April and will conclude on the last Monday or Thursday in October (unless otherwise decided at the AGM).
- 1.5 Unless otherwise pre-arranged with The Market Manager, all stall holders must be in their stall(s) by 7:00am.
For safety reasons, NO VENDOR will be permitted to remove their vehicle, or display, from the Market prior to 1:15 pm without the prior knowledge and permission of the Market Manager or Assistant. Exceptions may be made to vendors who have previously received approval from the Market Manager.
- 1.6 A child aged 14-16 may be employed at the Market only with the written consent of the child's parent or guardian and the expressed permission of the Board of Directors. Permission will be granted for a probationary period and can be rescinded at anytime. The child must always behave in a mature and professional manner.

SECTION 2 – APPROVED PRODUCTS

- 2.0 Only approved products that are handcrafted, baked, grown, raised, caught, or wild-harvested by the vendor can be sold, displayed, or advertised at the VFM.
~Handcrafted items must have no less than 50% handcrafted content.
~Co-packing (cooperative packaging) arrangements are not considered producer-only, and therefore are not allowed.
Co- Packing is any item(s) that have been sent off to be changed or altered that do not have at least 50% of the work, to that Item done, by the vendor.
- 2.1 Quality products such as vine-ripened, fresh produce, high quality baked and prepared foods, as well as professional level hand crafted items are expected.
- 2.2 A Vendor's products may be sold by an employee of the vendor. It is the responsibility of the vendor to ensure that any employee is specifically knowledgeable of the vendor's product and business practices and has read, understands, and agrees to comply with these Rules of Operation.
- 2.3 All products for sale need to meet the laws, regulations and rules as specified by Federal, Provincial and Municipal bodies, local health authorities, VFM and the certifying body the vendor belongs to. It is the responsibility of the vendor to understand and comply with said regulations. More information is available upon request from the Market Manager. It is also up to the vendor to know, and comply, with the provincial and federal sales tax requirements, and have documentation available to the VFM Board of Directors upon request.
- 2.4 Resale of purchased goods or selling by an agent or representative of a product is strictly prohibited except for products sold by the VFM for fundraising purposes, and for approved products sold by concession vendors.
- 2.5 Promotional items should be defined as those items given away FREE with purchase, and must be branded with the vendor's name/logo, etc.... They cannot be items sold to recoup costs or make a profit (considered a cost of doing business). Items such as buttons, stickers and bags with self-designed logo would be acceptable but would require the Market Manager's approval, prior to debut at the Market. Packaging that is considered to hold, wrap, or protect a product may be offered for sale to recoup costs. (E.g.: re-useable shopping bags)
- 2.6 Items that are meant to enhance the use/purpose of the vendor' product is not considered packaging, and should not be included for sale. The exception is if the item meant to enhance the use/purpose is made by the vendor.
- 2.7 Vendors shall have all prices clearly exhibited, and where possible, mark each item for sale.
- 2.8 Where vendors are selling products by weight, they must have scales that have been certified in accordance with the provisions of the "Weights and Measures Act" of Canada.
- 2.9 Only VFM vendors who are "Approved Certified Organic" may advertise and sell their produce using the word "Organic." (Organic labeling regulations came into effect in BC in September 2018.) All signage, product labeling etc. must have clearly understood wording.
- 2.10 Only those products authorized by these VFM Rules and Regulations, or by the VFM Board of Directors, may be sold at the Market. The discretion as to the suitability of a product for sale, during a Market, belongs to the Market Manager and/or the VFM Board of Directors. Where a quorum of Directors is not present, a majority decision as to the suitability of a product shall be binding, if at least three (3) VFM Directors are present (Where a decision as to the suitability of a product for sale has been made by three (3) VFM Directors, that decision may be appealed by either the selling vendor, or another vendor, to the full VFM Board of Directors, at their next meeting.)
- 2.11 A vendor may not operate a storefront which is open to the public with posted hours. Vendors with retail locations may be allowed in rare circumstances on a case-by-case basis at the discretion of the Board of Directors. Preference shall be given to vendors whose primary point of sale is the farmer's market. Farm gate, Home-Based and Liquor Tasting Room sales are not considered retail

locations under this policy.

- 2.12 Persons operating a franchise business shall not be permitted to sell at the VFM. A franchise operator is defined as a person acting as an agent / vendor for another company's product and / or brand.
- 2.13 Concession vendors and Liquor vendors must comply with additional guidelines available from Market Manager.
- 2.14 Hand-crafted items must adhere to the 50% rule (Section 2, Rule 2.0). A vendor must show artistic effort in their product(s) in order to be considered hand-crafted. Combining two purchased elements, does not meet the hand-crafted requirement. For example, stringing a purchased pendant on a chain or cord is not acceptable. Craft Vendors must fill out and sign the Declaration of Authenticity, which is included with the VFM Application.
 - Vendors failing to adhere to the 50% rule will be subject to penalty. See Section 4 – Product Challenges.
 - Any questionable item(s) will be reviewed by the Manager and/or Assistant, and/or Director as to the item's acceptability for sale at the VFM.
 - If a vendor has an inquiry regarding any of their item(s) offered for sale at the VFM, they should review the item(s) with the Market Manager or Market Assistant and/or Director.

SECTION 3 – VENDOR CONDUCT

- 3.0. The Market is a place of business, and a public forum. Polite professional behavior, as well as fair and honest business practices, is expected.
- 3.1 Complaints about the operation of the Market, other vendors, their products, pricing issues MUST be given, in writing, to the Market Manager and/or Board of Directors. Complaint forms are available. Public airing of these concerns, at the Market is not permitted; nor is abusive behavior or language. Vendors experiencing any difficulty with customers, health officials, Market volunteers, or another vendor, should refer the matter promptly to the Market Manager.
- 3.2. Neither smoking, nor alcohol consumption, (Liquor sampling not included) are allowed by vendors in the Market Site.
- 3.3 Pets are not allowed to be brought by vendors into the Market Site
- 3.4 Hawking of products is NOT permitted. Hawking is selling one's wares in an aggressive manner. For example, calling out to a shopper as they pass one's stall or standing outside one's stall to attract shoppers.
- 3.5 Harassment is NOT allowed. The VFM is committed to providing and maintaining collegial working environment that is free from harassment, where all individuals are treated with respect and dignity. Every employee, volunteer and vendor has the fundamental right to work, shop and sell in an environment free of harassment, therefore it is expected that all contact between co-workers, the public and others, be respectful, professional, and courteous at all times.

SECTION 4 – PRODUCT CHALLENGES

- 4.0. Product challenges may be made for suspected misrepresentation of product by a vendor. Vendors can submit a written product challenge form when they believe another vendor is misrepresenting his/her product. This form is available from the Market Manager. Due to the sensitive nature of this form, it must be returned directly and promptly to the Market Manager.
- 4.1 A product challenge must be signed by the person bringing the challenge, and should be supported by physical or verbal evidence of the suspected violation. The product challenge must be made on the day of – or within the week – the violation is observed; challenges alleging wrong doings on past occasions will not be accepted.
- 4.2. The vendor receiving the product challenge MUST respond to the challenge in writing. Failure to admit to, or deny, a challenge may result in a determination that the challenge is valid.
- 4.3. A committee consisting of the Market Manager, and 2 or more members of the VFM Board of Directors, will conduct a visit to the vendor's place of operation, in a timely manner, to make a determination on the product challenge.
- 4.4. If the vendor is found in violation, the vendor may be suspended or removed from the Market, at the discretion of the VFM Directors.

NOTE: Please ensure the basis of your challenge is factual, rather than a misunderstanding. Any claim, factual or otherwise, made publicly could be subject to charges of slander or harassment. Protect yourself while protecting the integrity of the Market. Do NOT air these concerns publicly. Submitted challenge forms will be taken seriously by the VFM.

- 4.5 Rules Regarding Reselling
Should a vendor/customer have a suspicion that a product is not made, baked or grown by the vendor, and is being offered for sale by a vendor of the VFM, it is recommended that they purchase the item in question (for which they may be reimbursed for by the VFM) and present it to the Market Manager along with a formal written complaint against the vendor.

- If a vendor is suspected of not making, baking, or growing the item in question, they will be subject to an inspection (by an appointed committee) of their workplace facility, business place, farm, orchard, etc.... without notice or warning from the VFM.
- After completing an onsite inspection of the facilities of the vendor in question, the committee will present their findings to the Market Manager, Market Assistant and VFM President, at which time a verdict will be made.

First Offence: If a vendor is found to be in violation of not making, baking, or growing a product/item for sale, they are to immediately remove that item from their sales area/display. The product/item in violation can no longer be advertised for sale by the vendor. If the situation so warrants, a suspension may be imposed as per authorization by the VFM Board of Directors. The severity of the situation/violation will determine the length of the suspension.

Second Offence: Should the same item/product in question be found back on the vendor's display or sales area, or be advertised for sale, or if another item is found to not be made, baked or grown by the vendor, then the vendor in violation will be requested to leave the VFM area immediately, and will be suspended indefinitely and will lose the privilege of their designated stall.

Third Offence: After the authorized return from a reselling suspension, if that vendor is caught selling any item which they do not make, bake, or grow they will be permanently expelled from the VFM.

- a. Before a vendor is authorized to return to the VFM as a vendor, they will be required to pay a 'Reinstatement Fee' to be determined by the Board of Directors
- b. A record of the vendor in violation will be kept, and all violations and penalties will be carried forward into subsequent years.
- c. Should a vendor who is suspected of a product violation dispute the complaint against them or verdict decided by the Board of Directors, they are required to request a special Board Meeting where they can present evidence in their defense.

SECTION 5 – GENERAL CONDUCT

- 5.0. All vendors occupying stall space are absolutely responsible for keeping their stall space(s) and surrounding area clean and tidy, as well as cleaning up any and all litter upon departure. Do not use the VFM garbage cans for culled produce or personal garbage.
- 5.1 All canopies must be weighted down on all 4 corners with appropriate weights.
- 5.2 A vendor's signature on a current VFM Application Form is a binding contract between that vendor and the VFM Society and signifies that you have received and read a copy of the Rules and Regulations of the Vernon Farmers' Market, and you acknowledge and understand them and agree to abide by them.
As such, the VFM Board of Directors, in their absolute discretion and with or without recourse to other legal enforcement, may prohibit any person from renting stall space, and may require person(s) to leave the market site in the event the said person fails to, or refuses to, abide by the VFM Rules and Regulations, or fails to abide by decisions made by the VFM Board of Directors.
- 5.3 The VFM Market Manager's decision(s) will prevail on the day of any dispute. If a vendor wishes to disagree with the Manager's decision, a letter from the vendor must be given to the VFM Board of Directors and will be dealt with at the next Directors' Meeting.

SECTION 6 – NON-COMPLIANCE REGARDING THE VFM RULES AND REGULATIONS

- 6.0. The VFM has established Rules and Regulations to ensure that the Market meets the objectives of all the stake holders (consumers, vendors, and the society). The VFM Board of Directors, its management, and its designated agents, will implement and enforce all Rules and Regulations pertaining to the operation of the VFM, under its control, in a fair and equitable manner. The VFM Board of Directors reserves the right to suspend a vendor's participation in the VFM after a specified number of recorded violations of Rules and Regulations. Suspension is seen as a last resort.

Non-compliance is overseen as follows:

First Offence: Verbal or written warning (at the discretion of the Market Manager)

Second Offence: Written warning and possibly the loss of right to set up and sell at the next scheduled VFM

Third Offence: Loss of right to set up and sell at the VFM for the remainder of the season.

Fourth Offence: Loss of right to set up and sell at the VFM... FOREVER.

SECTION 7 – STALL ASSIGNMENT GUIDELINES

A request for a Season stall (or stall location) must be in written form included with the application form.

The Directors and the Market Manager follow these guidelines to determine qualification for Season stalls each season.

1. Attendance (minimum 20 markets per year to qualify)
2. Attendance of MINIMUM two years in good standing with the Vernon Farmers' Market
3. Product limitations (example: peaches next to peaches)
4. Season Stall Allocation each season will be based on the percentage in each Category below:
Farmers 40%; Food 20%; Crafters 35%; Concessions 5%

SEASON STALL HOLDERS:

Your responsibilities as a season stall holder include the following:

1. Vendors are to obtain the correct phone number or e-mail address of the Market Manager, and phone, text, or e-mail if they are not able to attend with as much advance notice as possible, and at least prior to 4:00pm of the previous day.
2. Vendors that cannot attend due to an unforeseen issue the morning of Market Day should phone, text or e-mail prior to 6:30am.
3. Any vendor who fails to give notice more than three times (for absentee notice to the Market Manager) will have his/her designated stall space(s) revoked and will no longer qualify for season stall. **THIS WILL BE STRICTLY ENFORCED!!!!**
4. The Market Manager, Assistant and the VFM Board of Directors shall have the absolute discretion to vary the limits imposed herein, if the circumstances so warrant.

DAY VENDOR STALLS:

1. Undesignated stall space allotment is done at the discretion of the Market Manager. Pre-booking with as much notice as possible is strongly suggested, preferably prior to 1:00pm of the afternoon before any given Market Day.
2. Drop in vendors stall space allotment is done at the discretion of the Market Manager. Drop in vendors waiting in queue for stall placement are expected to conduct themselves in a courteous manner.

OTHER IMPORTANT INFORMATION

- **Processed Foods:** All vendors selling processed food(s) of high risk must include proper documentation from Interior Health, and an up to date, current copy of their "Food Safe or Market Safe Certificate."
- All food sampling must be done according to Interior Health guidelines and will be enforced. All vendors selling processed food(s) and eggs must have labels attached including name, contact and ingredients.
- A complete list of Temporary Food Market Guidelines is available on our website or from the Market Manager

Insurance: All Processed Food, whole uncut food, produce etc. must have Liability Insurance naming the VFM as additional Insured. Please check with your insurance provider to make sure it applies to your particular product.

- The VFM has limited liability insurance coverage. This does NOT cover incidences that are directly related to a vendor's product or actions. We suggest and encourage that all vendors carry their own insurance in addition to the coverage provided by the market. BCAFV has a vendor insurance plan available. <https://bcfarmersmarket.org/vendor-insurance/>
- **Power:** Only a proven battery source or an excellent quality generator with a noise factor of 65 decibels or less will be accepted as an alternate power source.

IMPORTANT CONTACT INFORMATION

VFM Market Coordinator: Frances Callaghan Ph : 250-351-5188 Email : vernonmarket@hotmail.com
 For Morning Market contact PLEASE PHONE, TEXT OR EMAIL the contact as shown above..

VENDOR COSTS AND FEES

All vendors must be a member of the Vernon Farmers Market Association.

Annual Membership Fee: \$25 per vendor

SEASON VENDOR FEES: Season Vendors have been a member in good standing and attended the Vernon Farmers' Market for a minimum of 2 years and have been awarded a permanent stall based on guidelines listed above in Section 7. Single, Double and Triple stalls will be allocated at the discretion of the VFM Market Coordinator and Jury Committee, if there is space in a given category.

Single Stall: \$650.00 + GST

Double Stall: \$1300 + GST

Triple Stall: \$1950.00 + GST

*Season Vendors must also pay the \$25 Annual Membership Fee

Corner Stalls: \$70.00 + \$3.50 = \$73.50 per season (subject to availability)

Power Usage: \$70.00 + \$3.50 = \$73.50 per season (subject to availability)

Drop in power \$5.00 + \$0.25 = \$5.25 per day (subject to availability)

Season Vendor Applications are due on April 14th, 2024.

Payments can be made in full with submission of your application, or be made in 3 instalments, payable on April 13, April 27 and May 15.

Late applicants may not be eligible for a season stall and will not be eligible to partake in the payment plan.

If vendor does not complete the final payment of instalments by May 15, the season vendor will pay Daily Vendor Fees for the remainder of the season, with a cap of \$775.00 +GST year plus \$25 Membership Fee for a Single Stall

DAILY VENDOR FEES: Daily Vendors are members who have not yet attended the Vernon Farmers' Market for a minimum of 2 years, or do not attend a minimum of 20 markets per outdoor season. Daily Vendors may become Season Vendors once they have qualified according to all of the guidelines in Section 7. Season Stall availability will be allocated at the discretion of the VFM Market Coordinator and Jury Committee.

Single Stall: \$50.00 includes GST per market day.

*Daily Vendors must also pay the \$25 Annual Membership Fee at their first visit to the Vernon Farmers' Market.

Membership Fee is due with your Season Vendor Fees or on your 1st attending market.

Memberships will not be sold without attendance at the Outdoor Market Season.

Daily Vendor Cap: Daily Vendors will reach a cap after 15 markets, and may continue to attend the Vernon Farmers' Market without paying additional fees for the remainder of the season (Maximum cost for Daily Vendor Single Stall is \$850.00 year plus \$25 Membership Fee)

The Vernon Farmers' Market vendors must reside within a 75km radius of Vernon in communities including, but not limited to: Vernon, Coldstream, Lake Country, Oyama, Kelowna, Armstrong, Enderby, Westworld, Falkland Salmon Arm and Sicamous. Please see map for reference. The RDNO boundary appears in red, and the 75km radius in black.

**** PLEASE KEEP THESE "VFM RULES AND REGULATIONS" FOR FUTURE REFERENCE ****

