



## VENDOR HANDBOOK

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**VISION:** To be a leading force toward healthy farms and people

**MISSION:** To transform our global food system by creating and nurturing a local, sustainable and vibrant marketplace for our community, environment and economy

Updated: December 2018

# VANCOUVER FARMERS MARKETS LOCATIONS

## *SUMMER SEASON*

### **TROUT LAKE**

North Lot, John Hendry Park  
Saturdays, 9am-2pm  
May - October

### **WEST END**

1100 Block Comox St  
Saturdays, 9am-2pm  
May - October

### **KITSILANO**

10th Ave and Larch  
Sundays, 10am-2pm  
May - October

### **MT PLEASANT**

2300 Guelph St at 8th Ave  
Sundays, 10am-2pm  
May - October

### **MAIN ST STATION**

1100 Block Station St  
(Between National & Terminal)  
Wednesdays, 2pm-6pm  
June - October

### **DOWNTOWN**

Queen Elizabeth Theatre Plaza  
Thursdays, 3pm-7pm  
June - October

## *WINTER SEASON*

### **HASTINGS PARK**

Gate 2, PNE Forum  
Sundays, 10am-2pm  
Nov - April

## *YEAR-ROUND*

### **RILEY PARK**

Saturdays, 10am-2pm  
E 30th Ave & Ontario St  
Year-round

## **JOIN US ON OUR SOCIAL MEDIA CHANNELS**

Twitter: @vanmarkets  
Instagram: @vanmarkets  
Facebook: fb.com/vanmarkets

## **CONTACT US AT OUR OFFICE**

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# FARMER FIRST POLICIES

In an effort to give priority to BC's primary producers who attend the Vancouver Farmers Markets (farmers, ranchers, fishers, wild crafters and nursery growers), and to generally strengthen and support the domestic food production sector for consumers across Vancouver, VFM is proud to have offered "Farmer First" policies since 2011.

## **VFM markets feature a minimum of 60% primary producers**

Farm/agricultural/primary producer stalls at the market make up 60% of Vancouver Farmers Markets' total number of stalls.

## **Primary producers are given priority bookings over all other vendors**

Farmers are scheduled first before prepared food and craft.

## **Preferred pricing for primary producer stalls at VFM markets**

- Farm stalls are the lowest price per square foot
- Farm vendors who pay for the season's stall fees in full in advance by the payment deadline will receive a 5% discount.



## **Special circumstances for refunding primary producers**

Full refunds will be given for farmers who need to cancel dates at the beginning of their season (i.e. crops are late) & at the end of their season (i.e. crops get early frost, drop off early). To qualify for full refunds in the winter season, vendor should be off for minimum 2 months before returning to market (for another crop or new planting).

## **Extended direct-buying, marketing & public awareness opportunities for primary producers**

- All food service vendors will be required to source 25% of their ingredients from local sources. Market sources should be considered first priority.
- All prepared food vendors will be encouraged to use locally-sourced raw ingredients in their products. All food vendors are encouraged to use the product search feature on our website to learn which VFM farmers they can source their ingredients from. Alternatively, for a more streamlined approach for larger orders, VFM Direct is suggested.
- All food service vendors must indicate at their stall/vehicle/food cart, their local farm suppliers.
- All agricultural vendors will receive a profile on eatlocal.org and opportunity to appear on the VFM website.

## **Producer & product focus at all VFM on-site market festivals & events**

VFM's on-site festivals and events will exist to strategically drive consumers to primary producers' stalls (e.g. agricultural product-specific festivals, etc.)

# QUICK LIST OF GUIDELINES & STANDARDS

Only approved products that are made, baked, grown, raised, caught or wild harvested by the approved vendor can be sold at our markets.

It is up to each vendor to know and comply with the laws, regulations and rules as specified by federal, provincial and municipal bodies, local health authorities and the certifying body the vendor belongs to or claims endorsement including Provincial and Federal sales tax requirements.

The following quick-list should be read and understood by all staff attending VFM market events.

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1. Pay for booked stall spaces in advance of market date.
2. Cancel at least 72 hours before market day. Refer to emergency phone number provided with your acceptance package. *See Section N: Cancellations for complete cancellation policy.*
3. Arrive no less than 45 minutes and no more than 2 hours prior to the specified opening of the Market. Contact market staff in the case of an unexpected delay on market day.
4. Remove vehicles from the market area 30 minutes before official opening when vendor parking is not part of stall rental agreement.
5. Display your business name and location prominently on a sign that can be read from at least 20 feet away.
6. Display proof of certification for organic, transitional, and/or food safety handling, as applicable.
7. Ensure that product pricing is displayed in a clear and obvious way.
8. Not sell to the public before the specified opening time of the market day.
9. Sell only products that have been approved by VFM and are of a quality that contributes to the positive reputation of both your business and that of VFM markets.
10. Write and submit complaints to VAC rather than airing them publicly at the market.
11. Refrain from the drinking of alcohol or smoking at market.
12. Finalize sales activities by 10 minutes after the closing bell. Be packed up & clear of the market site within 90 minutes.
13. Move vehicles back into the vending area no sooner than 20 minutes after the closing bell.
14. Complete and submit Vendor Report within 48 hours of market close.
15. Take all garbage off-site for disposal.



# GUIDELINES AND STANDARDS

A farmers market is a lively, busy and sometimes challenging environment. In order to ensure the success of the markets as effective, equitable and enjoyable outlets for producers to sell products directly to consumers, Vancouver Farmers Markets has established the following guidelines and standards. Please familiarize yourself with them, as they are the basis for decisions concerning your participation in these markets. Your adherence is respectfully required.

If you have any questions about the standards or guidelines, we invite you to contact the market office. These guidelines are reviewed on an annual basis by staff, the VAC and the Board.

The Board reserves the right to suspend a vendor's participation in VFM markets after a specified number of recorded violations of guidelines and standards. Suspension is seen as a last resort.

Market management reserves the right to make exceptions to any guideline from time to time.

## GOVERNANCE

Vancouver Farmers Markets' Board of Directors develops policies to regulate market operations and has adopted the following regulations to clarify participation in markets it organizes. VFM has the right to change, delete or modify its policies, procedures, standards and guidelines and reviews them annually with recommendations from the Vendor Advisory Committee.

The governing body of VFM, its management and its designated agents will implement and enforce all guidelines and standards pertaining to the operation of farmers markets under its control in a fair and equitable manner.

## APPLICATIONS & APPROVALS

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### A. MANAGE MY MARKET

VFM uses the Manage My Market (MMM) scheduling and vendor management online software. It has been very useful in organizing and communicating vendor schedules and promoting markets' vendor lists to the public. It

is to all vendors benefit to have a complete "Vendor Profile" and to keep it as up to date as

possible. The opportunity exists to update products and include information such as a social media links, web links and contact info.

1. Visit [www.managemymarket.com](http://www.managemymarket.com) to create a vendor profile.
2. Keep your profile up to date by uploading annual documents like organic certification and

lease information to the documents section of your profile. Be sure to update your product list as you change what you grow or offer.

3. Confirm your calendar online by logging into your profile and clicking on the calendar option. You will see dates listed - those are the dates you requested for that particular market. **Only dates with a stall assignment are dates you have been assigned.** Please refer to your invoice and cross check your calendar to be sure you know your schedule.

## B. APPROVED VENDORS

1. The market's approval of selling privileges is granted to approved vendors, is always for a specified period and never exceeds one market season.

2. Approved vendors are otherwise referred to as the vendor of record. The market's approval of selling privileges is with the individual vendor of record, not the vendor business. Mid-season changes to the vendor of record will require a new application and approval.

3. Approved vendors are those who are involved in the process of producing approved products, have read the Vendor Handbook created by VFM and have been approved to sell at VFM markets.

4. Approved vendors will sign a contract set by the Society as a condition of their participation in a market. By doing so, vendors agree to allow VFM staff or representatives to enter the vendor's premises for the reasonable inspection of land, crops, food/beverage preparation facilities, or artisan studios.

5. Products grown or produced at a location, or by an individual not identified on the application form are not eligible for sale. To sell as part of a group, please see Vendor Collectives (Section D).

6. Approved vendors must attend the markets at which they have been scheduled. In the absence of the vendor of record, immediate family or full-time employees may attend providing they are well versed in affairs of the farm/business and are able to answer a full range of questions posed by shoppers at the market. Proof of full-time employment may be requested (ie. timesheets, job offer letter) to prove status of employees who attend farmers markets. Brokers, marketing representatives or employees receiving a commission for sales may not sell instead of the producer.

7. It is the approved vendor's responsibility to ensure that their representatives at the market comply with all market rules and regulations.

8. No vendor may assign, sublet or sell their market stall to another vendor. Stall sharing is allowed if both vendors are present in the stall to represent their products. *To learn more about the Stall Sharing program, please refer to Section D.*

9. All approved vendors must carry a minimum of \$2 million liability insurance including product liability. **Your Local Farmers Market Society** must be included as an additional insured. Submit proof of insurance prior to your first market date.

### C. APPROVED PRODUCTS

1. Only approved products that are made, baked, grown, raised, caught or wild harvested by the vendor can be sold, displayed or advertised at VFM markets. Co-packing arrangements are not considered producer-only and therefore not allowed, except for farm vendors who have their raw product processed by a third-party processor.
2. If an approved vendor wants to sell a product not previously approved, they must first speak with the Market Manager or Operations Manager. A jury may be required.
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 up to the vendor to know and comply with the Provincial and Federal sales tax requirements.
4. Resale of purchased goods by vendors is strictly prohibited.
5. Promotional items such as buttons, stickers, t-shirts, hats, mugs, and bags branded with vendors' name/logo get approved for sale by market staff on a case by case basis.
6. Purchased gift boxes, containers, or purchased items that become part of the product for sale, must be approved by VFM staff prior to their sale and must make up 20% or less of the total product price. Items that are meant to enhance the use/purpose of the vendor's product are not considered packaging and

should not be included for sale. Packaging should be items that hold, wrap or protect the product only.

7. Any vendor-made container that becomes part of the product for sale must be accepted through the craft jury committee prior to its sale.
8. Quality products such as vine ripened, fresh produce, and high quality baked and prepared foods as well as professional level crafts are expected. Items offered as "seconds" are encouraged for sale but should be labelled and priced accordingly.
9. All items for sale at the market are subject to random sampling. Items may be removed from sale at the market if they are not of reasonable quality and/or freshness as determined by market staff.

### D. VENDOR COLLECTIVES

**RESALE OF PURCHASED GOODS BY VENDORS IS STRICTLY PROHIBITED**

1. Vendor collectives are open to all vendor categories except fishers. Ask a staff member for a "Vendor Collective Application"
2. The number of vendor collectives is limited to 20% of the vendor category. For example, out of 80 approved farm vendors, up to 16 could be farm vendor collectives.
3. Each member of the vendor collective is required to pay the annual application fee, as part of the vendor collective group application

process.

4. Each collective should choose a “coordinator” to be the main contact person for VFM admin.

5. In addition to the individual applications, the vendor collective application will provide the following information:

- a) The benefits of working as a collective venture for both the applicants and the Market.
- b) A description stating how you will work collectively and how expenses for, and revenue from the market, will be allocated to each member of the collective venture.
- c) The name of the member(s) who will attend the market.

6. Each member’s application will be assessed individually to ensure a balanced range of products is maintained at our markets. Only approved products are allowed for sale.

7. Each approved collective member becomes a vendor of record and carries the privileges and responsibilities of all VFM vendors of record.

8. Acceptance as a vendor collective in one VFM market does not guarantee acceptance in all markets.

9. At least one producer in any collective is expected to be present at the Market, and this producer needs to be knowledgeable about the Approved Products including growing and production methods.

10. Any collective wishing to identify itself as organic must have all produce or prepared foods

“certified organic” to do so. Otherwise, product at stalls run by the collective must identify all products with the lowest certification level in the group, unless each item is identified with its own organic label.

11. Vendors who leave their vendor collective group will have their seniority based on the number of years they themselves have sold at specific VFM markets (whether through the collective or on their own) and not the number of years the vendor collective as a whole has sold at specific VFM markets.

### **E. STALL SHARING**

1. Stall sharing is when two approved vendors share one regular 10x10 stall (not permitted in doubles or triples). VFM has limited market space and allows stall sharing to help increase opportunities for vendors and product selection for shoppers.

#### **2. Why Stall Share:**

- a) Share equipment & resources: bring one tent, share a wash station, cover each other’s washroom and food breaks and better yet - carpool!
- b) Increase opportunities: Partners with lower seniority may be able to increase their dates by partnering with a vendor with higher seniority
- c) Create a dynamic stall front: Functional stall sharing arrangements can increase the visual interest of your market display

#### **3. Finding a Partner:**

- a) Vendors are responsible for finding their own stall share partner
- b) Vendors may stall share between categories

(i.e. prepared food, farm, craft, alcohol, etc.)  
c) Vendors may choose one stall share partner per market. While a vendor may have multiple stall share partners, we prohibit multiple stall share partners at a single market site.

#### 4. Approval:

- a) Stall sharing arrangements require prior approval by VFM staff
- b) Both partners must be approved vendors at the specific market site before the partnership is considered
- c) Acceptance as a stall share partnership at one VFM market does not guarantee acceptance at all markets. Each vendor application will be assessed individually to ensure a balanced range of products is maintained at our markets

#### 5. Scheduling & Invoicing:

- a) Each stall share identifies a coordinator to be the main contact person for VFM admin
- b) Coordinators receive invoices and are responsible for making payments  
Both vendors receive stall assignment on Manage My Market (SS + stall)
- c) Payment between partners is determined between vendors and does not involve VFM

6. Both stall share partners must be present at the market to represent their products on market day

#### 7. Cancellations:

- a) If an individual vendor in a stall share is not able to make a scheduled market date, the appropriate District Manager must be notified
- b) The partner vendor may either confirm their attendance as a regular vendor or cancel their date (pairing up with other vendors is not permitted)
- c) If a stall share vendor does not cancel with the appropriate manager, the vendor will be subject to a No Show Rule Violation (See Section O, Cancellations)

### F. COMMUNITY SUPPORTED AGRICULTURE (CSA) AND FISHERIES (CSF)

<b>RESALE OF PURCHASED GOODS BY VENDORS IS STRICTLY PROHIBITED</b>
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- 1. VFM supports and encourages the creation and promotion of vendor CSAs and CSFs. This includes bulk buying and loyalty card programs.
- 2. CSA/CSF pickups are for pre-registered members only.
- 3. Only BC product, produced/caught by a VFM member, can be promoted through CSA/CSFs and picked up at the markets.

# CATEGORY-SPECIFIC GUIDELINES

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## G. PRIMARY PRODUCERS (FARM)

**RESALE OF PURCHASED GOODS BY VENDORS IS STRICTLY PROHIBITED**

1. VFM welcomes a wide variety of growing methods to the Markets. Please refrain from critical comments at the market about your fellow vendors. Negative or disparaging comments about another vendor's products, their growing methods or their pricing decisions are not in line with the professional behavior expected at the market.
2. Organic, biodynamic or first, second, or third year transitional claims must be supported with the appropriate certification submitted to VFM and displayed at your stall.
3. Farmers wanting to sell their products as "naturally grown" need to include notarized affidavit in their application stating that "at no time during the growing season or post-harvest handling of this commodity have any synthetic pesticides, fungicides, herbicides, or fertilizers, been used." In the case of animals, it should read, "at no time during the life of the animal have synthetic growth enhancers or medications been used."
4. A maximum of 20% of farm stalls can be used for nursery stalls during the peak food-growing season unless no food-producing farmer has requested them.
5. Signage displaying growing methods of edible farm products is not mandatory, but when used, will follow these guidelines:
  - a) Signage naming products as organic, biodynamic or first, second or third year transitional: must support these designations with prominently displayed certification documents at the front of your stall.
  - b) Signage naming products as "naturally grown": must prominently display a copy of the notarized affidavit supporting these statements.
  - c) Farms and products that are not certified organic: must not display signage that includes the phrases "organic" or "organically grown" or "non-certified organic".
  - d) Products that include organic ingredients but that are not certified organic: may use the word "organic" when listing ingredients on product labels.
  - e) The terms "no spray" or "spray-free": are misleading and should not be used on signage or when speaking to shoppers about growing methods.
  - f) Vendors who misrepresent non-organic products: risk receiving a rule violation or penalties levied by the Canadian Food Inspection Agency.
6. All other required permits and licenses must be brought to the market and made available when requested. (Example: Food Safe Certificates, Letters of Confirmation)

**Table 1: Primary Producer documents required for submission to VFM office**

	<b>Proof of Insurance</b>	<b>Land Title or Lease Agreement</b>	<b>FoodSafe or MarketSafe</b>	<b>Dairy Worker Certification and permit to operate</b>	<b>Organic Certification (if applicable)</b>	<b>Processor Letter</b>
<b>Produce – raw only, no sampling</b>	✓	✓	n/a	n/a	✓	n/a
<b>Produce – value-added or sampling</b>	✓	✓	✓	n/a	✓	✓
<b>Nursery</b>	✓	✓	n/a	n/a	✓	n/a
<b>Dairy</b>	✓	✓	✓	✓	✓	n/a
<b>Meat – no sampling</b>	✓	✓	n/a	n/a	✓	✓
<b>Meat – sampling</b>	✓	✓	✓	n/a	✓	✓

7. Farmers wishing to sell prepared foods must have a minimum of 80% raw farm product for sale in order to qualify for a farm-designated stall. Exception: When value-added foods are made from product grown by the vendor (example: frozen, dried or juiced produce).

8. Vendors wishing to sell prepared foods must meet the requirements of all prepared foods at the market. *Please read Section H. Prepared Food* and refer to the document "[Guideline for Sales of Food at Temporary Food Markets](#)"

9. VFM encourages all food handlers receive Hepatitis A & B vaccinations.

10. The Market Manager or Operations Manager has the authority to ask that poor quality produce be removed. Vendors who repeatedly

bring large quantities of low quality produce to sell at top quality prices risk having their ability to sell suspended. B grade product is encouraged but should be labelled as such and priced accordingly.

11. All farmers producing food (farm, dairy, meat and poultry) are subject to the Guidelines for Sale at Temporary Food Markets. Please refer to this document for further information.

12. Eggs in a cooler require ice packs to maintain 4 degrees or below. Frozen meat, poultry or fish can be rotated into coolers as long as the product is maintained in a frozen, hard state at all times. Product that has thawed at any time cannot be re-frozen and offered for sale.

13. VFM Markets are a Cage-Free Egg Zone. All eggs for sale at VFM markets are to be from cage-free chickens. Organic certification and SPCA certification are considered suitable proof of cage-free status. In the case of vendors who are not SPCA certified or organic, photos or a farm visit will be required.

## H. SEAFOOD AND WILD HARVEST

### **RESALE OF PURCHASED GOODS BY VENDORS IS STRICTLY PROHIBITED**

Vancouver Farmers Markets supports sustainable seafood farming and harvesting practices and responsible management of our ocean resources. Family and independent fishermen-operated businesses are our priority.

1. Seafood and wild harvested products must be from BC lands and waters.

2. Fishermen collectives are not permitted.

3. Seafood stalls may be staffed one or more of the following without additional documentation:

- the fisherman of record,
- their spouse,
- their minor children

A deckhand or extended family member can staff a stall for the fisherman provided they present a Provincial Seafood Vending License and are involved in production or harvesting of the product.

4. Fish, seafood and wild harvested products are subject to the [Guidelines for Sale of Food at Temporary Food Markets](#). In addition, fishermen wishing to sell "fresh fish" must refer to and

follow the "Guideline for the Sale of Fresh Fish at Farmers Markets"

5. Seafood vendors must complete a "Vessel and License Declaration Form" each year with applications and keep staff up to date throughout the year should there be changes.

6. Ownership of vessels and licenses must match name of "vendor of record".

7. Fish vendors must provide the following prior to each market season

- a) commercial fisherman's license for all fishermen
- b) Provincial fish vending license(s) for fisherman and staff
- c) federal species license for each species sold
- d) Initial Quota Allocation and License Fees report for all vessels
- e) processor letter with processing number for processed product (fillets, smoked, canned)
- f) logbook(s) - Log books provided annually from the previous year.
- g) fish slips (upon request)
- h) example of labeling for packaged products

8. All vendors wishing to sample food products must meet requirements described in *Section 7: Sampling* and in the [Guidelines for Sale of Food at Temporary Food Markets](#).

9. Fish and seafood products must be individually labeled with product name, contact information, processing plant number and weights in metric.



10. Wild harvest vendors must provide a letter listing all Latin and common names of the products they intend to sell.

11. Wild harvest vendors must display a sign at point of sale declaring that wild products are not inspected by Vancouver Coastal Health.

**Table 2: Seafood & Wild Harvest documents required for submission to VFM office**

	<b>Proof of Insurance</b>	<b>FoodSafe or MarketSafe</b>	<b>Vessel and License Declaration</b>	<b>Commercial Fisherman' s License</b>	<b>Provincial Fish Vending License</b>	<b>Initial Quota and License Fees</b>	<b>Federal Species License</b>	<b>Logbooks</b>	<b>Processor Letter</b>
<b>Seafood – no sampling</b>	✓	n/a	✓	✓	✓	✓	✓	✓	✓
<b>Seafood – sampling</b>	✓	✓	✓	✓	✓	✓	✓	✓	✓
<b>Wild Harvest – no sampling</b>	✓	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
<b>Wild Harvest - sampling</b>	✓	✓	n/a	n/a	n/a	n/a	n/a	n/a	n/a

**I. PREPARED FOOD**

**RESALE OF PURCHASED GOODS BY VENDORS IS STRICTLY PROHIBITED**

*Before applying: Prepared food vendors should consult the [Guidelines for Sale of Food at Temporary Food Markets](#) available on [eatlocal.org](http://eatlocal.org) or from your local Health Authority.*

1. All Prepared Foods must be juried and accepted by our third-party jury to be considered

an approved product. Prepared food subcategories are: Bread, Sweet Baked Goods, Alternative Baking, Meal Makers, Candy and Chocolate, Snack Foods, Coffee & Tea, Other Beverages. Bread, due to high demand, will be represented at each market; all other categories are considered “equal” when being scheduled.

2.Vendors who sell prepared foods or sample edible products are required to have FoodSafe or MarketSafe.

3. VFM encourages all food handlers receive

Hepatitis A & B vaccinations.

4. Vendors who use a home-based uninspected kitchen are required to display a sign that is clearly visible to the consumer at the point of sale stating that "THIS FOOD HAS BEEN PREPARED IN A CLEAN HOME KITCHEN AND NOT IN A KITCHEN INSPECTED BY A REGULATORY AUTHORITY." (VFM has signs ready if needed)

5. Higher Risk Prepared Foods must be stored so as to maintain a temperature of less than 4 degrees C or if frozen, less than -18 degrees C.

**Table 3: Prepared Food documents required for submission to VFM office**

	<b>Proof of Insurance</b>	<b>FoodSafe or MarketSafe</b>	<b>Organic Certification (if applicable)</b>	<b>Permit to Operate</b>
<b>Home Kitchen (low-risk)</b>	✓	✓	✓	n/a
<b>Commercial Kitchen</b>	✓	✓	✓	✓

\*Consult the [Guideline for Sales of Food at Temporary Food Markets](#) for additional documentation required onsite

6. Certified organic or biodynamic prepared food products that have a current copy of their certificate on file with the society may be labeled as "organic" or "bio-dynamic". The vendor can display a red "Certification on File" sign but should also have their certificate publicly

displayed at their stall. All other required permits and licenses such as FoodSafe and MarketSafe certificates shall be brought to the market and made available when requested.

7. Prepared food vendors must attach ingredient labels including allergens to all products sold to eat outside of market. The name and contact information of the producer must also be listed on the label.



8. For items sold to eat at market, allergens should be displayed at point of sale, and ingredient lists should be on hand. (For more specific information regarding prepared food labelling and allergens refer to the Canadian Food Inspection Agency website).

9. New vendors who have one retail location in BC (independent business, not franchise or chain, in business for 3 years or less) can be considered for space in VFM markets. New "retail vendors" will be limited to a term of 3 years of participation with VFM.

10. Established VFM vendors who open a retail location may continue as a vendor with VFM for 3 years after the opening of their retail location. Exceptions to this rule may be approved by the Market Manager and based on availability. Subject to annual review.

## J. CRAFT

**RESALE OF PURCHASED GOODS BY VENDORS IS STRICTLY PROHIBITED**

Craft vendors make up a maximum of 20% of the stalls at any market.

1. All craft products must be made in BC by the vendor who will be representing them at the market.
2. All craft must be juried and accepted by our third-party jury to be considered an approved product.
3. Stall allocations for craft vendors in first round of scheduling may be restricted at mature markets during peak harvest periods (roughly July – end of September – but varies). Less than 20% of stalls will be available during this period to allow for maximum access to stalls for primary producer vendors.

**Table 4: Craft documents required for submission to VFM office**

	Proof of Insurance
<b>Craft</b>	✓

## K. ALCOHOL

**RESALE OF PURCHASED GOODS BY VENDORS IS STRICTLY PROHIBITED**

Currently, we have alcohol sales at all markets except Main St Station.

1. Alcohol sold at VFM markets must be made in BC using as much BC agricultural product as possible.
2. Alcohol vendors are subject to the VFM guidelines designated for all vendor categories.
3. Alcohol vendors must obtain Farmers Market Authorization from the Liquor Licensing Branch for each market location and abide by the guidelines of this authorization. Farmers Market Authorizations must be posted at the front of the vendor’s stall.
4. Alcohol vendor stall fees will be subject to a surcharge to account for additional permitting required for alcohol sales. The additional fee will be included on invoices for market dates at time of scheduling.
5. Staff offering samples at the market must have Serving It Right. Serving it Right certificates must be posted at the front of the vendor’s stall.
6. Sampling alcohol at markets requires a hand washing station. See Glossary for diagram.
7. Market staff or volunteers cannot cover for

alcohol vendors other than to watch over merchandise. No sales or sampling by anyone

other than staff with "Serving it Right" certificates is allowed.

**Table 5: Alcohol documents required for submission to VFM office**

	<b>Proof of Insurance</b>	<b>Land Title or Lease Agreement</b>	<b>Serving it Right</b>	<b>Organic Certification (if applicable)</b>	<b>Farmers Market Authorization</b>
<b>Alcohol – processor</b>	✓	n/a	✓	✓	✓
<b>Alcohol – farm</b>	✓	✓	✓	✓	✓

**L. FOOD SERVICE (FOOD TRUCKS/CARTS & KNOCK-DOWN VENDORS)**

**RESALE OF PURCHASED GOODS BY VENDORS IS STRICTLY PROHIBITED**

1. Food trucks/carts must have a current Mobile Food Service Vendor Permit from Vancouver Coastal Health (or appropriate Health Authority) and be eligible to sell food at farmers markets. Submit permit prior to first market date.
2. Knock-down vendors must obtain a temporary food service permit from Vancouver Coastal Health (or appropriate Health Authority). Submit prior to first market date.
3. At least one operator must have completed the Food Safe program.
4. VFM encourages all food handlers receive Hepatitis A & B vaccinations.

5. Food Service Vendors (FSVs) must provide their own power, as most of our sites do not have electricity. Approved power sources include: batteries, silent generators (invertors), propane, and battery power packs. Conventional generators require prior approval before use and must be less than 85dB as measured at the source. *See "Section 5: Generator Use" for more details on generator use at the markets.*

6. There is no seniority system for Food Service Providers. Consideration will be given to the following each season:
  - a) Product uniqueness
  - b) Popularity/demand among shoppers
  - c) Use of local food ingredients
  - d) History of compliance with market guidelines
  - e) Use of compostable packaging
  - f) Timely application submission and payment

Returning vendors will be considered first before new vendors are accepted.

7. FSVs will be directed to their stall location by market management. Stall locations are not guaranteed from week to week or year to year.



8. We require the advertisement of local food ingredients when used. Clearly display on the outside of your truck/trailer your menu and ingredients for all items offered for sale.

Sourcing (in order of preference)

- a) From Market Sources – must indicate source on menu
- b) From BC Sources
- c) From Canadian Sources
- d) Imported from outside Canada

Market and BC Sourced ingredients must make up 25% of the raw ingredients used on your menu.

9. We encourage FSVs to provide alternatives for those with dietary restrictions (ie. gluten free, organic, vegetarian, vegan). We also encourage those vendors participating in morning markets to provide a breakfast option.

10. FSVs are encouraged to provide drink options to complement their menu. Drinks must be made by the vendor or an approved VFM beverage vendor.

11. FSVs are to sell only the items described in their application or other items as approved by VFM. Changes to menu offerings require prior approval from VFM management.

12. Less waste is best. *Please refer Section U for guidelines regarding disposable serve ware and food packaging.*

13. The area around the food service vehicle must be kept free of garbage and in good condition at all times. Constant monitoring of the area is required.

14. Disposal of grey water in the market area is strictly prohibited. Organics, recyclables, and general waste generated by the FSVs must also be taken off-site by the vendors.

**Table 6: Food Service documents required for submission to VFM office**

	Proof of Insurance	FoodSafe or MarketSafe	Permit to Operate	Temporary Food Service Permit
<b>Trucks/Carts</b>	✓	✓	✓	
<b>Knock-Down</b>	✓	✓		✓

# SCHEDULING, PAYMENT & CANCELLATIONS

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## M. STALL ALLOCATION

1. Vendors will be scheduled using the following factors to determine number of dates:

- a) overall product mix and balance,
- b) number of spaces available and other physical limitations,
- c) consumer demand as determined by a staff person,
- d) timely receipt of application forms, documents and payment
- e) vendor seniority if applicable
- f) producer's history of compliance with Market guidelines.

2. The vendor's location, stall size and other factors of assigning a stall space shall be at the reasoned discretion of a market staff member. In making any determination in this regard, the staff member shall consider the following:

- a) The history of neighbouring vendors and their cooperation with each other,
- b) The maintenance of good product mix and consumer traffic flow,
- c) The benefit and disadvantages of placing select products next to each other,
- d) The quality of the vendor's display and presentation,
- e) Specific equipment requirements, vendor preference or setup needs,
- f) Market specific site restrictions as outlined in VFM permits with site hosts.

3. Farm products will be given priority in stalls

designated as "farm".

4. Prepared food vendors are limited to participation in a maximum of 2 markets per day. No prepared food vendor may receive more than 80% of the dates at any one market in any given season.

5. Seniority will not determine stall assignment or the assignment of extra-large stalls within a market.

6. Extra-large stalls and stall locations are not guaranteed from year to year. Double & triple stalls are only available to farm category vendors. To qualify for double (or larger) stalls, the vendor must be present for a minimum of 2/3 of the season. Triple stalls will not be assigned in the first round of scheduling at any market other than those vendors grand-parented in at Trout Lake. Triple stalls may be available at other markets via cancellations. Allocation is at the discretion of the market manager.

## N. SENIORITY SYSTEM

1. Farm, Prepared Food and Craft vendors accrue seniority "points" – one point for each market date they attend.

2. Accrual occurs over a rolling 4-year period. Each vendor will accrue seniority at each market separately.

3. Seniority is only one of 6 factors (listed above) that determine market dates. Applicants with low

seniority who have a product that is underrepresented at a market may override an applicant with higher seniority that has products that are well represented at the same market.

4. For the purpose of initial scheduling, no new prepared food, craft or food service vendors will be accepted to the following markets: Trout Lake, West End, Kitsilano (Summer) and Riley Park (Winter). New vendors would need to attend other markets in their first year or receive dates via cancellations only. Vendors recruited for the winter market season will be considered “new” for the following summer season.

5. As cancellations become available, any vendor is eligible to take them. It is the vendor’s responsibility to monitor cancellation notices, to notify the office when they are available and to check in as they feel necessary to make it known that they are interested in cancellations.

**O. CANCELLATIONS**

1. Vendors are asked to cancel at least 72 hours before market day. Contact the District Manager assigned to the market you are cancelling. Manager will confirm the message has been received. Do not assume your message has been received if you don’t receive a confirmation.

2. For the first 2 times in the market year (May - April), vendors who cancel or change an assigned stall date with a minimum of 72 hours notice prior to the Market day, will be refunded 50% of their stall rental fee. Cancellations with less than 72 hours notice will not receive a refund. Beyond 2 cancellations in a market year, there will be no refund offered. (See Farmer First

policies for cancellations related to crop loss, damage or late crops)

**Table 7: Cancellation types and associated fees/refunds**

<b>Cancellation Type</b>	<b>Refund</b>	<b>Fine</b>	<b>Points</b>
<b>&gt;72hrs (first 2 times)</b>	50%	-	-
<b>&gt;72hrs (after 2 times)</b>	-	-	-
<b>&lt;72hrs</b>	-	-	-
<b>Market day</b>	-	\$50	-
<b>No show</b>	-	\$50	2

3. Refunds will be processed quarterly with the periods ending March, June, September and December.

4. Cancellations or changes of dates are to be processed through the Market office only. Date swapping between vendors will be treated as a cancellation. Requests to move between markets on the same day (i.e. canceling to attend another market) will not be considered.

5. Requests to cancel a market at a smaller location to take an opening at a busier market (or one seen as more profitable) on the same day will not be entertained.

6. Cancellations without notice (i.e. no-shows) will be subject to a No-Show fee of \$50.00 and a Notice of Violation will be issued. Two no-shows within a calendar year will mean forfeiture of future market dates and could jeopardize the vendor’s long-term relationship with the market.

7. Emergency cancellations made by phone on market day will be subject to a \$50 fee until the vendor provides corroborating evidence of emergency circumstance to explain the reason for their absence. Fee exemptions will be made on a case-by-case basis.

## P. PAYMENT AND GUARANTEEING STALLS

1. Payment of the invoice is expected within 15 days of receipt of the invoice to or on market day, whichever comes first, to guarantee your market dates.

2. Late payment fees:

- a) Up to one week past payment due date: penalty of \$25
- b) Eight days to 2 weeks past payment due date: additional penalty of \$50 (total of \$75)
- c) Beyond 2 weeks past payment due date: retraction and reassignment of unpaid dates.

3. Advance payment may include post-dated cheques. **Cheques should be made payable to YLFMS** and dated 2 weeks prior to the first date they are covering.

4. Post-dated cheques may not be cancelled in the event of a change or cancellation of dates. The cheque will be deposited as soon as its date is current. The vendor who has cancelled will receive a refund according to the cancellation policy.

5. Returned cheques will be charged an NSF fee of \$20.

6. Vendors are expected to pay for booked stall spaces in advance of market dates, and to pay for Cancellation Fees and Late Fines by deadlines specified by VFM. Exceptions are to be arranged in advance of the specified payment deadline.

7. Pre-paid stall assignments will be guaranteed up to 45 minutes prior to the Market opening. After this time, vacant spaces will be allocated on a first come, first served basis to other parties.

8. Requests for additional dates will not be considered until outstanding stall fees owing have been settled. Outstanding fees not paid by the due date will mean forfeiture of dates. Vendors with unpaid fees due at the end of the season will not be invited to return. Any market money owed will be held until overdue accounts (more than 2 weeks) can be brought up to date.

9. All vendors must carry at minimum \$2 million in liability insurance to cover their operations at the market. This policy must also name "Your Local Farmers Market Society" as an additional insured. Proof of insurance is required before a vendor can attend a VFM Market. Vendors are expected to keep insurance documents up to date with the VFM office.

Membership in VFM does not offer liability insurance as it was once thought to. Membership in VFM is included in the annual application fee and all regular benefits of membership are offered to the vendor of record.

# ON-SITE GUIDELINES

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## Q. MARKET DAY: ARRIVAL TIMES AND LATENESS

1. Vendors should arrive no less than 45 minutes and no more than 2 hours prior to the opening of a Market. Arriving late (less than 30 min to opening) is considered a rule violation and is subject to a \$25 fine.

2. Market staff are reachable by cell-phone in case of an unforeseen event delaying a vendor's arrival at the Market. Vendors experiencing an unexpected delay are expected to call the cell phone. We suggest inputting the number into your phone for easy access.  **Number for All Markets: 1-855-900-3276**

## R. PARKING AT THE MARKET

1. Vendor parking is arranged differently for each market. Please read the "Market Setup Details" for site-specific information on each market. Vendors are asked to co-operate with market staff when requested to move vehicles or change parking arrangements.



2. Set-up and teardown are typically chaotic times. Please drive slowly in the market area and roll your windows down so as to hear any directions. We appreciate your help in keeping our markets safe.

3. Parking space at all markets is limited. First

priority is given to farmers. Vendors whose stall agreement with the Market does not include the option to park a vehicle in the space behind/beside their stall are asked to remove their vehicle from the market site a minimum of 30 minutes before the market opens.

4. Vehicles longer than 17', which are parked behind the vendor's stall, will need to extend into the vendor's selling space to fit into the space allotted for deep stalls. Vendors not wanting to lose selling space due to their extra-long vehicle will need to park outside of the market site. Vehicles parked behind stalls must remain there for the duration of the market.

5. The deadline for vendors entering the site with their vehicle is 45 minutes before official opening. Vendors arriving less than 45 minutes before opening will need to park outside the market area and carry their supplies to their booth.

## S. STALL SET-UP, TEAR-DOWN AND DISPLAY

Please refer to your market's specific setup details information. If you have not received this information, please contact your Market Manager before your first day. Please refresh your memory each season by re-reading. Some changes are necessary from year to year - so keep up to date.

1. Awnings, tables, displays etc should be assembled by the official opening. Every market day, no matter the weather, all canopies and

umbrellas are required to have sufficient weight on the 4 corners of the stall to keep the cover in place during windy conditions. Sufficient weight is considered to be a minimum of 25lbs per corner. In the case of umbrellas, a heavy metal base in addition to 25lbs of weight is sufficient.

2. Stalls are to remain assembled until the official closing, regardless of weather, turnout or being sold out. Vendors, who have sold out prior to the end, may place a sign saying, "sold out" in their stall if they choose to leave their stall. Exceptions to this rule may be requested in writing and may be approved in extenuating circumstances only.

3. VCH Guidelines for Sale of Food at Temporary Food Markets states that food should be displayed at least 6" off the ground to prevent contamination by liquids/materials on the roadway/sidewalk.

4. Vendors must stay within their allotted space while vending. Exceptions may be made for signage or sampling, subject to Manager approval. No equipment or activity can be carried on in the public access way that would be hazardous or immovable in case of emergency. Be sure to leave enough room to enter/exit your stall without traveling through your neighbour's booth. Space between two rows of stalls facing one another has been established to permit emergency vehicle access.

5. Vendors using appliances that generate heat (i.e. generators, propane heaters) must have a fire extinguisher within easy access at their stall. "Open flame" type heaters are prohibited.

*See "Section S: Generator Use" for further requirements.*

6. All vendors are strongly encouraged to keep disposable packaging to an absolute minimum and to use compostable or easily recyclable packaging when possible. **No Styrofoam.** We require vendors to display signage or inform shoppers how the product packaging can be composted or recycled. Refer to section 'U' for further information.

7. Vendors whose products are likely to generate waste at market site (e.g. ready-to-eat items and free samples) must provide an easy-to-find waste receptacle(s) at their booth for customers to use.

8. Vendors are responsible for maintaining the cleanliness of their waste facilities and must take all collected waste off-site with them.

9. All vendors are to clean up their space after the market closes, including sweeping up any debris and removal of any waste. Vendors must take all waste off-site with them. A \$50 fine will be levied to vendors who leave their stall messy or do not remove their trash from market site. Park, City and School Board waste receptacles cannot be used by Market vendors; using them could jeopardize good relations with our site hosts.

10. Disposal of water & ice should not be done in the market vending area. Pouring onto grass or down storm drains is appropriate for clean water only. Be aware of where water run-off flows when disposing.

11. Please finalize sales activities by 10 minutes after the closing bell and clear the market area by **90 minutes** following the market close.

12. Vendors can move vehicles back into the vending area no sooner than 20 minutes after the closing bell. Please wait for direction by Market Staff.

13. Please complete and submit Vendor Report before leaving Market or by prior arrangement, submit the report by email (reports@eatlocal.org) or phone before the next occurrence of that market. Failure to report in a timely fashion will result in a rule violation and 1 violation point.

#### T. GENERATOR USE

Electricity is a rare commodity at our outdoor sites. Prior approval to use a generator is required - please check with the Market Manager or Operations Manager before your first market day. Here are some guidelines:

- a) Generators should be in good working order and well maintained and be no louder than 85dB as measured at source.
- b) A fire extinguisher must be present when a generator is being used.
- c) Generators should be placed as far away as possible from the path of shoppers.
- d) Generators should be placed at least 10' away from buildings or other structures.
- e) Gasoline canisters must not be stored next to a generator. The area around the generator must be clear of flammable materials and structures.
- f) When generators are used in close proximity to other vendors, use baffles to direct exhaust

fumes away from vending stalls and shoppers.

#### U. SAMPLING

1. Samples portioned off-site must be transported in clean, sealed containers.

2. Any vendor serving unwrapped prepared foods or portioning food on-site must have a hand washing station setup and ready to use for the duration of the market. (*See description and diagram in Glossary section*).

A person who has a FoodSafe or MarketSafe Certificate on file with VFM should supervise the portioning of samples. (Best practice: All food handlers/samplers have FoodSafe or MarketSafe) Information about MarketSafe can be found here: <http://foodsafety.ca/main/contact>  Customers cannot cut, divide or otherwise portion product at the market.

3. Samples are to be displayed in a single layer and protected from contamination and supervised or under your control at all times. If samples are offered by a staff person, that person can stand directly outside your stall, immediately in front or beside in the market public access area. No roaming samplers!

4. There should be adequate space between displayed samples to prevent customers from touching more than one sample. Use of toothpicks or other single use utensils are encouraged, as are individual, single use containers.

5. Vendors will use tongs, or gloves to handle samples or unpackaged products like bread. Tongs and gloves cannot touch customers'

hands or fingers.

6. Customers cannot handle unpackaged prepared foods. If foods are treated in this manner, they must a) be bought by that customer or b) be removed from sale or sampling.

7. Higher Risk Foods: Visual displays of products which require temperature control but are displayed outside of Refrigeration for longer than 10 minutes are to be marked as "Display Only" and will not be offered for tasting or sale.

8. Samples of foods requiring refrigeration should be made available in small amounts and replenished frequently to ensure food safety standards.

9. Alcohol vendors wishing to offer samples should refer to their Farmers Market Authorization for allowable amounts. *See Section J. Alcohol Vendors for more category-specific guidelines.*

## V. PACKAGING AND DISPOSABLE SERVICEWARE

1. Styrofoam is not permitted as packaging for any products sold at VFM markets.

2. All packaging, take out containers, sauce cups, cutlery, drink cups, lids, and other related utensils must be certified compostable, or recyclable if compostable option is unavailable. Materials that are not compostable or recyclable are strictly prohibited.

3. If certified compostable or recyclable label/symbol is not directly imprinted on

containers and utensils, vendors should check with suppliers to ensure that the material conform to compostable certification standard. Due to the varying type and sources of containers, cups, and utensils at the market, vendors are required to display signage to instruct shoppers on which waste stream their materials are to be disposed.

4. VFM requires all vendors with disposable packaging to have appropriate waste receptacles; compost bins must be green and recycling bins must be blue. Waste bins are strictly prohibited. VFM strongly encourages lids and clear labels to reduce contamination. If a vendor does not have the appropriate bin for their waste, VFM will rent a receptacle for \$15 per station.

5. VFM strongly encourages you to offer incentives for people to bring their own mugs/containers in effort to reduce waste (and your cost for supplying these containers and cups).



## W. SIGNAGE, PRICING AND LABELING

1. Vendors are required to display a sign (visible from at least 20 feet away) bearing their business name and location. Banners that span the width of the awning and are attached overhead on the valance are preferred as they increase vendor visibility to shoppers.

2. Food Safe certificates and acceptance/Confirmation letters from Health Authority must be on-hand at the vendor's booth. Lab test results should be available if

needed for verification by a visiting Health Officer.

3. All items for sale at the Market must be clearly marked with their price. Prices of items for sale must utilize one or more of the following signage techniques:

- a) individual price stickers on each item, or
- b) individual price signs for each type of item, or
- c) a list of prices on a large sign or board.
- d) in the case of volume sales, the minimum weight must be listed as well as the price.

4. VFM reserves the right to regulate vendor signage and product labeling. VFM does not however regulate pricing.

5. All scales must be "legal for trade" and approved by Canada Weights and Measures.

6. Producers are encouraged to have a variety of price points (with corresponding signage) to cater to a variety of different shoppers in the market (eg. farms may offer bulk discounts, a high end jeweller is encouraged to have some lower price point items, a specialty baker is encouraged to have some options for under \$5 - even if they're smaller!)

7. Pricing of goods sold at the Market should reflect the cost of goods, including labour, marketing expenses and a reasonable profit.

8. Collusion and deceptive pricing practices are strictly forbidden. Vendors are not allowed to harass or pressure other vendors regarding the pricing of their products.

9. For those vendors required to collect tax, VFM suggests including taxes in your price, so prices are easier to make change for e.g. \$3.50 rather than \$3.37. If you choose to do this, it is necessary to post a sign stating, "Taxes Included".

## X. MARKET CURRENCY

Our market money system allows shoppers the ability to take money out without having to leave the market to find an ATM.

1. All VFM vendors must accept the following forms of payment at minimum: cash, Market Money and VFM-approved coupons (as applicable). Change should be given for Market Money tokens.

Some coupons are not eligible for change - familiarize yourself and your staff with the currencies currently valid at the markets.



2. Market money does not expire so encourage your shoppers to save the extra for another time or spend at another market location.

3. Redemptions for cash (or rolled coin) are limited to \$25 per day. For redemptions of more than \$25, a cheque will be prepared from the market office. You will receive the cheque within 14 days along with money from any other tokens you submit in that 2-week period. Redemptions can only be made once per day - either up to \$25 cash or submit for cheque – not both.

4. Tokens do not need to be turned in the day

they are redeemed at your stall but should be redeemed regularly. You can spend the tokens you receive from shoppers if you wish.

5. Market Money reimbursement cheques will be held in the case of a vendor who is more than 2 weeks late with a payment on their account. A vendor can choose to apply Market Money reimbursements to their account (overdue or not).

## Y. VENDOR CONDUCT

The market is a place of business and a public forum. Polite professional behaviour as well as fair and honest business practices are expected.

1. Complaints about other vendors, their products, your sales, pricing issues or the operation of the market are not appropriate for discussion in a public forum such as the market. Concerns should be brought directly to staff or to the VAC if staff is unable to offer a resolution. (See VAC process on page 6)

2. Vendors experiencing any difficulty with customers, health officials, market volunteers or another vendor should refer the matter promptly to the Market Manager.

3. Smoking is not allowed by vendors in the market area. Smoking is prohibited in Vancouver Parks and many public areas including near building entrances and air intakes. Vendors who are ticketed for smoking in a park where a VFM event is taking place will be responsible for their

own ticket (or those incurred by their staff) and any fine levied to VFM.

4. Drinking of alcohol or taking of illegal drugs at the market is not allowed.

5. Vendors may not bring pets to the market.

6. Aggressive hawking of products is not permitted. Vendors are encouraged to address shoppers as they pass by the front of their stall (i.e. saying hello, inviting to try a sample) See Glossary for further explanation of "Aggressive Hawking".

7. Harassment of any kind will not be tolerated. Vancouver Farmers Markets is committed to providing and maintaining a collegial working environment that is free from harassment where all individuals are treated with respect and dignity. Every shopper, 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. These policies apply at any time and at any location where VFM business is carried out, work related functions, and includes any other location where such behavior may have an impact on the work relationship, environment or performance.

If you feel that you are being harassed please call VFM office or report it to your manager.

# ISSUES & CONCERNS

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## Z. NON-COMPLIANCE WITH VFM GUIDELINES AND STANDARDS

VFM has established Guidelines and Standards to ensure that the markets meet the objectives of all the stakeholders: consumers, vendors and the Society. The governing body of VFM, its management and its designated agents will implement and enforce all Guidelines and Standards pertaining to the operation of Farmers Markets under its control in a fair and equitable manner.

The VFM board reserves the right to suspend vendors' participation in VFM markets after a specified number of recorded violations of Guidelines and Standards. Suspension is seen as a last resort.

1. A vendor may be removed or suspended from any Market or have selling privileges in a Market conditioned, modified, limited or revoked by the Board of Directors as identified in the process written below.

2. Vendors who are deemed in violation of any federal, provincial, municipal, local health or VFM rules and regulations will be subject to the following procedures:

a) Whenever the Market Manager or Operations Manager believes a vendor has violated the conditions of the contract to sell or any of the rules or regulations of the Market, the Market Manager or

Operations Manager may issue a verbal or written warning or may issue a "notice of suspension".

- b) If an offense is immediately correctable, such as exceeding stall or parking boundaries, offenders will be given a verbal notice indicating the offense and requesting compliance with Market rules. The Market Manager shall record the issuance of each notice in a file bearing the vendor's name. If the problem is not corrected in a reasonable amount of time, or a second offense (new or repeated) occurs, the Market Manager shall issue a rule violation notice.
- c) If an offense is not immediately correctable, such as arriving late, offenders will be given a verbal notice indicating the offense and requesting compliance with Market rules. The Market Manager shall record the issuance of each notice in a file bearing the vendor's name. If a second offense (new or repeated) occurs, the Market Manager shall issue a rule violation notice.

3. Upon a third offense, or the accrual of three rule violation points, the vendor will receive a rule violation notice and lose their privilege to sell at the Market on their next scheduled date.

4. Upon a fourth offense, or the accrual of three rule violation points, the vendor will receive a rule violation notice and lose the privilege to sell at any Market operated by VFM for the

remainder of the season.

5. The vendor has the right to contest the suspension in a written request to the Board of Directors. Upon receiving the written request, The Board of Directors will reply within fifteen (15) days with a date and time to meet.

6. The vendor shall be entitled to present written evidence and written argument to the Board of Directors prior to the meeting.

7. A committee of 3 Directors of the Board shall, at the time and place set forth, hold a meeting on the proposed suspension. At the meeting, the vendor shall be entitled to present written or verbal evidence and argument as to why the opportunity to vend should be reinstated.

8. The vendor may be represented by legal counsel at the meeting or by written communication to the committee. The committee does not transcribe its proceedings. If a vendor wishes to obtain a verbatim record, the approved vendor shall arrange for attendance by a court reporter or some other acceptable means of recording. Such arrangements shall be at the vendor's sole expense. If the vendor challenges the action taken by the appointed committee in court, the challenges shall be limited to raising only those issues raised at the meeting or in written correspondence delivered to the committee prior to the meeting.

9. The committee shall also consider the testimony of the Market Manager and/or Operations Manager. If the committee feels another meeting is necessary to obtain sufficient

information, one more meeting may be arranged.

10. If the committee, after a meeting, determines that the seller is in violation of the conditions upon which he/she has agreed to follow to participate in a market, will determine the length of suspension.

11. The committee may suspend, for any period of time deemed appropriate, the vending opportunity of any vendor who has been suspended and continues to re-offend. The committee may also permanently revoke the vending opportunity of any vendor who has been suspended more than once in a market season.

12. If a situation arises where a Market Manager or Operations Manager determines that an immediate suspension of a vendor's opportunity is necessary to preserve the health, safety or welfare of the market customers, other market vendors, market staff, volunteers, or the public, the staff person may suspend a vendor's opportunity to sell. Such suspension shall be effective immediately and is indefinite. Suspended vendors may submit a written request to appeal a decision of suspension. Thereafter, the meeting procedures detailed above shall be followed.

13. Vendors who receive a suspension will not receive a refund of monies paid for the dates they have been suspended.

14. Vendors have the right to ask for a meeting with the Board of Directors if they believe that the Society has violated its contract or

agreement with the vendor.

## **ZZ. PRODUCT CHALLENGE**

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. We encourage you to talk to a District Manager or Operations Manager to discuss your concerns prior to submission.

Submitted Challenge Forms will be taken seriously by VFM.

1. Product Challenges may be made for suspected misrepresentation of product by Vendor. Vendors can submit a written Product Challenge Form when they believe another Vendor is misrepresenting his/her product. This form (Appendix B) is available from staff at the VFM market booth.
2. A Product Challenge must be signed by the person bringing the challenge and should be supported by physical and 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 wrongdoings on past occasions will not be accepted.

3. There is a \$250 filing fee, which can be shared by a group of Vendors. This fee is returned to the Challenger if the claim is verified.
4. The Vendor receiving the Product Challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
5. The Market Manager, Operations Manager or a qualified inspector, will conduct a visit to the vendor's place of operation in a timely manner to make a determination on the Product Challenge.
6. Product Challenge Forms are available at the Market information booth. Because of their sensitive nature they must be returned directly to the Market Manager or Operations Manager
7. If the Vendor is found in violation, the Vendor may be fined, suspended or removed from the Market at the discretion of the Operations Manager.

# VENDOR ADVISORY COMMITTEE

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Due to the intense, public and economic nature of the markets, issues may arise from time to time. The Vendor Advisory Committee (VAC) was formed in January 2004 and consists of vendors representing all VFM markets and vendor categories. The VAC encourages all vendors to address their concerns directly with the appropriate persons – another vendor or market administration - as soon as reasonably possible. Situations involving market administration or policy are most quickly clarified by contacting market staff directly.

If after addressing your concerns with the appropriate person, you still need help to resolve an issue, the VAC is recommending the following process:

Notify any designated member of the VAC of your concern in writing - either as email, mail, fax or delivered at the market. Concerns delivered on market day will not be discussed there (all vendors need to focus on their stalls on market days). We understand that in some circumstances, you may want your name kept confidential by the VAC member to whom you are addressing your concern.

Please note: the VAC supports open communication and prefers that vendors be comfortable enough to identify themselves. If it is necessary to identify you to effectively deal with your issue, you will be notified and given the option to withdraw your concern.

The VAC member will review your concern and support you to resolve your issue directly with the other party. If necessary, the VAC member will connect with both parties to move towards mutual understanding and agreement.

If the concern remains unresolved, the VAC member will consult with the Executive Director if they have not already been involved, and may also bring the issue to a VAC meeting.

After an issue is resolved, your annotated written concern will be kept on file with the VAC. If you have requested confidentiality, your issue will be tallied but your name will not be kept on file.

## In Summary:

1. Address your concerns directly with the appropriate person involved (market administration or vendor).
2. If you need help resolving an issue you can contact a member of the VAC in writing.
3. VAC member will support you in resolving the issue.
4. If issue remains unresolved, VAC member will consult with Executive Director (if they haven't yet been involved).

Your written concern will be kept on file.

The current list of VAC members can be found at [www.eatlocal.org/vendors/](http://www.eatlocal.org/vendors/) or communicate with all VAC members via [vac@eatlocal.org](mailto:vac@eatlocal.org)

# GLOSSARY

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**Aggressive Hawking:** selling ones' wares in an aggressive an offensive, disruptive or intrusive manner. For example, calling out to a shopper at another booth to come to your stall or reaching out past other shoppers to grab someone's attention.

**Agricultural Products:** Agricultural items that are grown or raised by the applicant upon land that s/he controls, through ownership or lease agreement. Agricultural products are made up of farm or nursery items and also now include caught or harvested wild products.

**Approved Vendor:** The producer of the goods for sale, accepted on a seasonal basis, who is the vendor of record and recognized member of Your Local Farmers Market Society.

**Busker:** a person or persons who entertains patrons with music, dance, children's activities, etc. in exchange for donations.

**Craft Products:** Craft items are created, sewn, constructed, or otherwise fashioned from component materials and have been significantly altered in a way that makes the item unique. These may include raw components that were purchased or that originated on one's farm

**Executive Director:** A staff person empowered by the Board of Directors to oversee the growth and direction of VFM and for meeting its mission

and goals.

**Farm Products:** BC products that are grown, raised, produced on agricultural land or harvested from wild lands or waters.

**Farm Vendor:** A person or entity that produces agricultural products by practice of the agricultural arts upon land which the person or entity controls or wild foragers and fishers who are licensed to harvest from the wilds of British Columbia.

**Jury Committee:** a committee appointed by a VFM staff member that has the expertise required to review either craft or prepared food submissions waiting to be approved for sales at Markets organized by VFM.

**Market Manager:** Staff person or persons empowered by the Executive Director to implement Market policies and directives, and to oversee the operation of a given Market. Depending on VFM resources, this person may be the same as the Executive Director or Operations Manager.

**Market Year:** the period of time that Market application fees apply. A market year begins May and ends April of the following year.

**Mature Market:** a farmers market that has reached its full potential of growth. Typically,

mature markets are more than 5 years old and have developed a strong and loyal following among vendors and shoppers.

**Mechanical Refrigeration Unit:** To be used Higher Risk Prepared Foods including cheeses and spreads but excluding eggs and frozen meat, fish or poultry. Mechanical Refrigeration units are required to maintain a temperature less than 4 degrees C for refrigerated items or -18 degrees C or less for frozen items. See: Prepared Foods, Higher Risk.

**Member of VFM:** An approved vendor or community member who is accepted into VFM and pays the required membership dues as set forth by the VFM Board of Directors.

**No-Show Fee:** Cancellations without notice (i.e. no-shows) must pay a No-Show fee of \$50.00.

**Not-for-Profit Organization:** An organization incorporated under the BC Societies Act.

**Nursery Products:** Plants, trees or seeds that are grown and/or propagated by a farm vendor for the purpose of re-planting. Cut flowers and herbs that were grown and/or propagated by the farm vendor.

**Operations Manager:** Staff person responsible for the preparation and coordination of market activities. Reports to Executive Director.

**Part of Production:** to have a hand in the growth, production or harvesting of the products you sell at the market.

**Portioning:** Cutting, scooping, spreading, pouring or otherwise dividing edible products for the purpose of selling or sampling.

**Prepared Foods:** Include frozen meats, jams, breads or any other edible product that has been cut, cooked, smoked, canned or otherwise altered from its original/natural state.

**Prepared Foods, Lower Risk:** Those products not capable of supporting the growth of disease-causing microorganisms or the production of toxins. These foods are non-hazardous because they have one or more of the following characteristics:

- a) Dry (water activity <0.85)
- b) High Acid (pH <4.6)
- c) High Salt (salt concentration >20%)
- d) High Sugar (sugar concentration >60%)

**Prepared Foods, Higher Risk:** Any food or ingredient that is capable of supporting the growth of disease-causing microorganisms or the production of toxins. Higher Risk items are only permitted if produced in an approved licensed environment with permission from the local health authority. Dairy or meat products made by someone other than those who raise the animals, from which the ingredients came, will be classified as a prepared food item rather than a farm item. Higher Risk foods that are not canned under pressure must either be refrigerated at 4 degrees C or less, or sold in a frozen solid state.

**Reselling:** Buying either from another producer or wholesaler and then reselling. Reselling is not permitted at VFM markets.

Retail Vendors: vendor who operates a retail store with posted hours and open to the public.

Sampling: Is when edible merchandise is served, cut, spread, poured or otherwise portioned for tasting.

Seniority: A value system based on points accumulated through participation as a vendor at markets organized by VFM. It is one of the factors that can influence participation in VFM Markets. Seniority is applied to farm, prepared food and craft vendors.

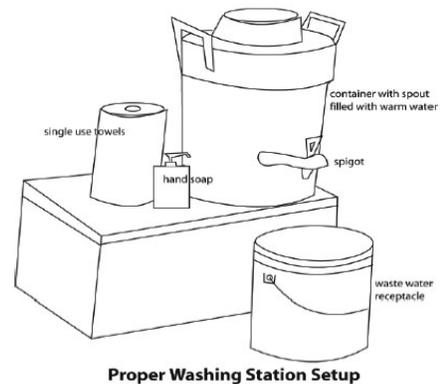
Service Vendors: Vendors who provide a service at the market, rather than goods. Examples include knife-sharpening, chair massage.

Value Added Farm Product: Raw farm product that has been processed to deliver additional value to the customer. Any value-added product that fits into a jury category: prepared food (i.e. jam) or craft (i.e. knitting done with wool from farm) must also be juried.

Vendor Collectives: A group of Approved Vendors who have applied and been accepted to sell as a collective of producers in a shared stall.

Vendor Report: An accurate, anonymous report of gross sales submitted by each vendor at the end of each Market day to a market staff person. By prior arrangement vendors may submit the report by email (reports@eatlocal.org) or phone within 48 hours, after the close of the market.

Washing Station: Washing stations are required for all vendors portioning food on-site or offering samples. Washing stations consist of warm water in an insulated container (with a hands-free spigot), a catch basin to catch running water, paper towels, and soap. Anti-bacterial soap is not required. Cloth towels are not acceptable.



Wild Crafted, Caught or Harvested: Edible products that are caught, picked, or hunted in either wild BC waters or on wild BC lands with the appropriate permits.

VFM - short form of Vancouver Farmers Markets, also known as Your Local Farmers Market Society.

VFM Board of Directors: A governing body elected by the membership of VFM to develop and direct the policies and procedures of VFM.

YLFMS: short form of Your Local Farmers Market Society, doing business as Vancouver Farmers Markets (VFM).

APPENDIX A: RULE VIOLATION FORM



**Vancouver Farmers Markets - Notice of Rule Violation**

Date & Time: \_\_\_\_\_ Market: \_\_\_\_\_

Market Manager: \_\_\_\_\_ Vendor: \_\_\_\_\_

Issued to: \_\_\_\_\_ Season:  SUMMER  WINTER \_\_\_\_\_

The rules of Vancouver Farmers Markets (VFM) are intended to ensure a safe, clean, pleasant, orderly market for the benefit of our customers and vendors. Please immediately correct the violation noted below and take steps to prevent its recurrence. VFM reserves the right to exclude any vendor who fails to comply with our rules.

**Harassment or abuse of any kind will not be tolerated. Any vendor found to be harassing another vendor, staff member, volunteer or shopper will be subject to immediate suspension and loss of opportunity to sell at VFM markets.**

**Safety and Security**

- Booth or equipment are unsafe/hazardous (2pt)
- Booth assembly begun before allowed time (1pt)
- Booth disassembly begun before closing (2pt)
- Vendor vehicle in market area too late/too early (2pt)
- Unsafe driving in market area (2pt)
- Electrical cords not covered to prevent tripping (1pt)
- Insufficient tent weights (1pt)

**Product Guidelines**

- Reselling of product not produced by vendor (4pt)
- Sale of non-approved or non-juried items (2pt)
- Selling poor quality product (1pt)

**Stall Space Guidelines**

- Display items are outside of stall boundaries (1pt)
- Sampling product is outside stall boundaries (1pt)
- Insufficient trash receptacles provided (1pt)
- Trash not removed/stall space left messy (2pt)  
\$50 fine to be paid

**Signage and Labeling**

- Business signage unsatisfactory or Organic certificate not displayed (1pt)
- Inappropriate growing/preparing method signage displayed (2pt)
- Prices not clearly identified (1pt)
- "Baked in Home Kitchen" sign not displayed (1pt)
- Name of producer not listed on prepared foods (1pt)

**Food Safety**

- Offering samples without washing station set-up (1pt)
- Offering samples without FoodSafe/MarketSafe (1pt)
- Food not protected from contamination (1pt)
- Food sampler does not have Hepatitis A vaccine (1pt)

**General**

- No-show, no-call – requires \$50 fine to be paid (2pt)
- Selling before official opening bell (1pt)
- Vendor arrived late (1pt)
- Vendor smoking in market area (1pt)
- Vendor pets at market (1pt)
- Use of market site host garbage can (1pt)
- Publicly disparaging other vendors or products (3pt)
- Unprofessional conduct risking market reputation (3pt)
- Non-compliance with Market Manager directions (2pt)

Other (1pt):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Non-compliance is handled as follows:**

Each infraction is given a point value. Points will be calculated per season.  
 One Point = written warning  
 Two Points = written warning  
 Three Points = written warning with loss of right to sell at the next scheduled date, includes forfeiture of stall fee.  
**Four Points = loss of right to sell at VFM markets for the remainder of the season.**

**TOTAL POINTS THIS NOTICE:** \_\_\_\_\_

**TOTAL POINTS THIS SEASON:** \_\_\_\_\_

Rule Violation Points are accumulated during a single season and reset at the end of each season. However, points from the previous season will be used to evaluate a vendor's eligibility to return for the following or subsequent seasons.

APPENDIX B: PRODUCT CHALLENGE FORM

**Vancouver Farmers Markets  
Product Challenge Form**

1316 Grant Street, Vancouver, BC V5L 2X5  
P 604.879.3276 F 604.253.3276  
www.eatlocal.org

*Vendors can submit this challenge form when they believe another Vendor is misrepresenting their product. There is a \$250 filing fee (which can be shared by a group of Vendors). This fee is returned to the challenger(s) if the claim is verified. Please submit this form directly to market management on the market day or within one week of the market during which the alleged violation occurred. VFM will not reveal challenger(s)' identities to anyone.*

Name of the vendor about whose product you are inquiring: \_\_\_\_\_

Specific product(s) about which you are inquiring: \_\_\_\_\_

Market date and approximate time at which the product is being sold: \_\_\_\_\_

Please state the specifics of the violation. Provide evidence that supports your challenge:

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Your name, business name, addresses and phone number:

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Signed & Date: \_\_\_\_\_