

Kelowna Farmers' & Crafters' Market Society

Rules of Operations
&
Vendor Guidelines
2024



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Contact Information:

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

Booking a Stall: bookings@kelownafarmersandcraftersmarket.com

Payment by E-Transfer: payment@kelownafarmersandcraftersmarket.com

Instagram: #kelownafarmersmarket

Facebook: <https://www.facebook.com/kelownafarmersandcraftersmarket>

Website: www.kelownafarmersandcraftersmarket.com

Boundaries

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

Hours

Spring/Summer Outdoor Market

The hours of the Spring/Summer outdoor market are from 8:00 am to 1:00 pm on Wednesday and Saturday from April through October.

The hours of the ***Downtown Satellite Market*** are from 9:00 am to 3:00 pm on Sundays from Mother's Day to mid-September Long Weekend.

Fall/Winter Indoor Market

The hours of the Fall/Winter indoor market at the Parkinson Recreation Centre are from 9:00 am to 1:00 pm on Saturday from November through March.

Mission

The Kelowna Farmers and Crafters Market Society (KFCMS) mission is to provide an opportunity for local farmers, food producers and artists to sell their products directly to consumers in a clean, safe, and friendly community-oriented environment. Our overall statement of *“Make It, Bake It or Grow It”* is our commitment to provide high quality, locally sourced and grown products to consumers.

Vision

The Kelowna Farmers and Crafters Market Society vision is to strive to offer a vibrant and thriving farmers market that promotes a sustainable local food system and healthy community. To encourage a good mix of farm to table produce and locally crafted artisan products and to provide economic benefits to local economy through increased tourism and travel in the community. We endeavor to serve culturally and economically diverse populations.



Values

- * Creating a local sales venue where farmers, crafters and food processors can be profitable.
- * Providing a community activity which fosters social gathering and interaction for the whole family
- * Increasing public awareness through education of individuals about sustainable agricultural practices, local purchasing, and small business development.
- * To cultivate sustainable and environmentally responsible practices.
- * To develop partnerships that are positive, authentic, collaborative and that are essential to achieving our vision.
- * Committed to creating a respectful, nurturing, and positive marketplace environment for everyone.

SOCIETY GOVERNANCE AND MANDATE

As a Vendor in Kelowna Farmers' and Crafters' Market, you are part of a growing assembly of people: Producers of Agriculture, along with a vibrant collection of Food Artisans, a diverse mixture of skilled Crafters, including staff, volunteers and community members who are working toward a healthy, sustainable local food system.

Governance:

Kelowna Farmers' and Crafters' Market Society Board of Directors develops policies to regulate market operations and has adopted the following regulations to clarify participation in the markets it organizes. KFCMS has the right to change, delete or modify its policies, procedures, standards, and guidelines. The governing body of KFCMS, its management and its designated agents will implement and enforce all Guidelines and Standards pertaining to the operation of Kelowna Farmers' and Crafters' Markets under its control in a fair and equitable manner.

CORE VALUES

Local The shortest distance between the producer and the consumer for seasonal and value-added items whenever possible, grown and made locally, and only those exceptions that were pre-approved, and/or have been grandfathered in.

Sustainability

Sustainability is defined by a self-sufficient Non-Profit Society (where outputs do not exceed inputs on any resource level including human, financial, creative, environmental, etc.) with: clear governance policies that define the nature of full participation from its main stakeholder groups; clear recognition, endorsement and support from the municipality; fair and clear working standards for all staff; simple, user-friendly working systems in office and at the markets; well-articulated, realizable plan for growth and development in all areas.

Community Approach

A **Community Approach** actively seeks participation from, and development with, community members including neighborhood market residents and supporters, area businesses, and institutions. A Community approach also operates with an awareness of who is not participating, evaluates why this is and if and how those left-out can be included.

KFCMS MANDATE

It is the KFCMS purpose to promote and provide a venue for farmers, crafters, food producers and others to sell their products and services and to allow customers to buy direct from the producer or service provider, in the City of Kelowna. The purpose of the KFCMS is to also promote and facilitate the holding of a market in the City of Kelowna at which small-scale producers of agricultural, handcrafted, and handmade items may offer their wares for sale directly to the public.

Guidelines and Standards

Our Farmers and Crafters Market is a lively, busy, and sometimes challenging environment. In order to ensure the success of the market as effective, equitable and enjoyable, KFCM has established the following Guidelines and Standards.

APPROVED VENDORS

1. The Markets approval of selling privileges is always for a specified period and never exceeds one market season (*April to October*)
2. Approved Vendors are those who have been juried in the by the Jury Committee
3. Approved Vendors will sign a contract as a condition of their participation in the market. By doing so, vendors agree to allow KFCMS staff or representatives to enter the vendors premises to the reasonable inspection of land, crops, food preparation facilities or artisan studios.

DAY VENDOR

- * A Day Vendor is one that has had their product(s) successfully juried and pays fees on a Daily basis for Wednesday, Saturday or Sunday stall when available. Day Vendors are designated as associate (non-voting) members of the KFCMS and are entitled to attend the market * and are encouraged to attend the AGM.
- * Day Vendors **Do Not** have assigned stalls and may be moved around the market depending on availability for the market day.
- * Day Vendors **MUST** have attended the *Outdoor Market* a minimum of **2 years** to be eligible to apply for a Season Stall.
- * **Day Cap Vendor** is one who has reached their maximum rental fee for the Season.
 - * Wednesday & Saturday 24 markets attended.
 - * Sunday - 12 markets attended.
- * **It is the responsibility of the Vendor to keep all receipts and notify the Market Coordinator once the Day Cap has been reached. NO Refunds** are given for over payment.

SEASON VENDOR

- * A Season Vendor is one that has met eligibility and has paid their season fees in full before the commencement of the first market.
- * Season vendors are assigned Regular *Stall(s)* for Wednesday or Saturday or a combination of both.
- * Designated full membership in the KFCMS and are entitled to voting privileges at the AGM on rules covering the operations of the KFCMS.
- * Season Vendors must have attended the Outdoor Markets a minimum of 15 times in any combination of Wednesday/Saturday to retain their stall for the next season. (**Farmers depends on growing season**)
- * Season Vendors that have not submitted their fee prior to or on the scheduled registration date for the upcoming year may be subject to forfeiture of their seasonal site and status.

* Vendors must contact the Market Coordinator at least 3 days prior to their return to the market each season.

Season vendors must contact the Market Coordinator when they will be attending their last market of the current season. * **SEE CANCELLATIONS/LATE ARRIVALS/NO SHOWS**

*

SEMI-PERMANENT VENDOR

* Vendors that have been designated Semi-Permanent status and will continue until a Season stall comes available. **Must follow same guidelines as a Season Vendor.**

APPROVED PRODUCTS

1. Only products that are Made, Baked or Grown by the vendor can be sold, displayed, or advertised at KFCM. Co-packing arrangements are not considered producer-only and therefore not allowed, except for Farm Vendors who have their product processed by a third-party processor.
2. If an approved vendor wants to sell a product Not previously approved on their application, they must speak to the Market Coordinator and have their new product juried **before having for sale.**
3. All products for sale need to meet the laws, regulations and rules specified by Federal and Provincial, and Municipal bodies, local health authorities, Health Canada, KFCM and the certifying body the vendor belongs to. It is the vendors responsibility to know and comply with the Provincial and Federal tax requirements.
4. Products will be accepted after the following factors are considered:
 1. Overall product mix and balance
 2. Seasonal availability
 3. Consumer demand as determined by management.
 4. Current number of vendors with similar products
 5. Producers' history of selling such product
 6. Producers' history of compliance with Market guidelines
5. ***Re-sale of purchased good is strictly prohibited***, with the exception of Concession vendors for the following products... (ex. Pop, water, juice)
6. Promotional items are defined as those given away with purchase and not sold for profit and must be branded with the vendor's name, logo, etc. Items such as buttons, stickers and bags may be acceptable, but will require the Market Coordinator approval prior to debut at the market.
7. Any Vendor-made container that becomes part of the product for sale must be accepted through the Jury committee prior to its sale.
8. Quality products such as vine-ripened, fresh produce, high quality baked and prepared foods as well as professional level crafts are accepted.

JURY PROCESS

New Day Vendors are to apply Online and wait to be contacted for a Jury Date. Once the Jury Committee has juried your products you will be notified of acceptance on the spot. ***Application does Not guarantee acceptance.***

New Day Vendors will be juried on Wednesdays from Mid-April to the end of June each season. Past vendors with new products will be juried throughout the market season.

The Jury Committee will ensure that all accepted Food and Cosmetic vendors have submitted their Food Safe Certificates and Interior Health Authority and other applicable paperwork: (Liability Insurance, Health Canada-Cosmetics, etc.)

The committee reserves the right to do random checks to enforce any vendor reported violations. Each member of the KFCM is required to complete an individual application form and Vendor Record form and pay the annual application fee.

STALL ALLOCATIONS

1. The vendor's location and other factors of assigning a stall will be at the direction of the Market Coordinator. The following will be taken into consideration:
 1. History of neighboring vendors and cooperation with each other
 2. Maintenance of good product mix and consumer traffic flow
 3. Benefits and disadvantages of placing select products next to each other.
 4. Quality, display, and presentation
2. Farm products whenever possible will be given priority in stalls designated as "Farm."
3. *DAY VENDORS* will be moved in any available stall for that market day. NO Guaranteed Stalls
4. When Season stalls become available, the request will go out to the Season Membership to apply for these stalls first. To qualify the vendor must be a member in good standing from the previous year.
5. Stall Sizes are available in 10x10, 10x20 and 20x20.
6. **Food Trucks & Trailers stall will be charged by the linear foot.**

BOOKING A STALL

All booking will be accepted via Email bookings@kelownafarmersandcraftersmarket.com

Or

by Text at 778-215-4498

Wednesday booking emails accepted Saturday to Monday 10:00 am

Saturday booking emails accepted Wednesday to Thursday 10:00 am

1. Day Vendors **must confirm through Maestro online** every week to apply for either Wednesday or Saturday or both.
2. Season Vendors must email at least 24hrs to cancel for a specified market day.
3. **Sunday** Vendors will have a Separate Application

Stall Map will be sent out 1 Day Prior

CANCELLATIONS/LATE ARRIVALS/NO SHOWS

1. Cancellations without any notice are considered a No-Show and could be subject to disciplinary action.
 1. 1st offence: Verbal Warning
 2. 2nd offence: \$25.00 fine
 3. 3rd offence: \$50.00 fine
 4. 4th offence: Suspension from the mark
2. Season Vendors who frequently arrive late may be subject to the loss of their stall for the entire season (not applicable for emergencies)
3. Cancellations are to be **emailed/texted** at least 24hrs prior to the start of the Market Day at 6:00 am
4. A *NO-SHOW* is defined as not giving notice before 6:00 am on Market Day

PAYMENT/INSURANCE

Day Vendor

Payment is collected **at the beginning of the market**. Cash, E-Transfer, Debit and Credit Card are accepted. It is the vendors responsibility to keep all receipts for stall payment. **E- Transfers must be done before or on the day of the market.**

Season Vendor

1. Vendors may take advantage of Instalment Plan for payment fees but must have payments into the office by the due date to be eligible.
2. Post-Dated Cheques may not be cancelled in the event of a change. Cheques will be deposited as soon as the date is current. A Vendor who has cancelled may receive a refund according to the cancellation policy.
3. Returned cheques will be charged an NSF fee of \$30.00 and further instalment payments may be required to be paid in cash.
4. Late Fees will be subject to a \$50.00 penalty.
5. Payment not received by date of the first market may be subject to forfeiture of their Seasonal Stall **(unless prior arrangements have been made)**

KFCMS Insurance

All vendors are provided with \$1 million general liability insurance when they register with KFCMS. This insurance is for trip and fall incidents that happen at the market-on-market day. KFCMS Does Not cover the following:

- * Food poisoning or injury caused to customers by a vendor(s) product(s)
- * Incidents that happen within a vendor's allocated stall

Vendors are required to submit their own liability insurance on an annual basis to KFCMS.

Kelowna Farmers and Crafters Market must be added as Additional Insured(s) to your policy.

** Food and Cosmetics Vendors Must have their own insurance**

** KFCMS insurance covers the Market ONLY during advertised hours of operation **

VENDOR CONDUCT

The market is a place of business and a public forum. Polite and Professional Behavior as well as honest business practices are expected.

1. Complaints about other vendors, their products, pricing, operations, etc. are to be given in writing Only and signed by the vendor to the Market Coordinator. Verbal complaints will not be investigated.
2. Conflicts with customers, health officials, market volunteers or other vendors should be addressed to the Market Coordinator.
3. Hawking of products is **NOT** permitted. Vendors are encouraged to address shoppers as they pass by the front of their stall (ex. "Hello", Would you like a sample?") Please refer to Glossary for definition of "Hawking"
4. Collusion or deceptive pricing practices are strictly forbidden. Vendors are not allowed to pressure other vendors to change their prices.

Harassment of any kind will not be tolerated.

KFCM is committed to providing and maintaining a safe working environment that is free from harassment and everyone is treated with respect and dignity. Every shopper, vendor, volunteer, employee has the right to work, shop, and sell in an environment free of harassment and negativity.

This policy applies sat any time where KFCMS business is carried out and work-related functions.

If you feel at any time harassment as occurred, please report it to the Market Coordinator along with a letter to the Board of Directors. All investigations will be taken seriously and will be held in confidence between the parties involved along with the Board of Directors.

Vendors may not Argue, Harass or Behave in such manner that is unbecoming to ANY Board Member, Market Staff, Other Vendors or Customers.

MARKET DAY

ARRIVAL TIMES

1. Vendors must not arrive no earlier than 2.5 hours before the official opening.
2. Vendors must have their vehicle enter the site no later than 45 minutes prior to official opening. Any Vendor who arrives less than 45 minutes before opening must park outside the market and carry their supplies to their stall.

PARKING

1. Please drive slowly **10km** in the market area and be aware of your surroundings.
2. Parking space inside the market is very limited and Vendors must remove their vehicle from the market area **45 minutes** prior to opening time.
 1. **Vendors parking vehicles behind their stall MUST have previously been approved by the Market Manager. Please DO NOT infringe on your neighbor's stall. To discuss because of new location.**
3. Vehicles that are parking in stalls Must remain there for the duration of the market. Vehicles must NOT be running during the market. Vehicles are to remove to earlier than **1:15pm**

STALL SETUP, TAKE DOWN and DISPLAY

1. Vendors must keep all displays and product(s) within the footprint of their allocated stall, including Signage, Racks, etc. No distribution of literature outside of their stall.
2. Tents Must be 10x10 or 10x20 sizes with straight legs and of good quality. No overhanging of tent canopy. Water Resistant is recommended.
3. Pop-Up Tents, Tables, Displays, Product, etc. should be setup by the official opening time.
4. Pop-Up Tents, Canopies **MUST** have weights on **ALL LEGS** with a Minimum **25 lbs.** per leg Securely attached. In case of Umbrellas, a heavy metal base with an additional **25 lbs.**
 1. **Vendors whose Tents blow around due to insufficient weight will be fined \$100.00 which is payable at time of offence and will have to take down their tent for the remainder of the market.*
5. Stalls are to remain assembled until the official closing of the market. Vendors who have “Sold Out” prior to the end of market, may place a “Sold Out” sign in their stall if they choose to leave their stall.
6. Farm and Food products should be displayed **at least 8 inches** above the ground or floor level to prevent contamination, according to Health regulations.
7. **Tables must be covered with Tablecloths and in good shape.**
8. Vendors using appliances that generate heat (generators, propane heaters, etc.) must have a fire extinguisher that is easily accessible.
9. Vendors whose products generate waste (samples, etc.) Must provide a trash receptacle in plain sight for the customer.
10. All vendors are to clean up their space after closing of the market (sweeping, trash removal, etc.) Vendors can use the metal dumpster provided by the Landmark& Stober Group.
11. Disposal of water and ice must not be done in the market area. Directing it onto grass or entrance is not appropriate.
12. All sales Must be finalized no later than **10 minutes** after closing time.
13. Vendors must clear out of the market no later than **1.5 hours** after closing time. **(Double checking with Landmark on the time.)**
14. Vendors can start to move their vehicles within the market no earlier than **1:15pm**

** Vendors who move vehicles prior to 1:15pm may be subject to a fine*

*



Examples of Tents & Weights



GENERATORS

Electricity is **NOT** available at our outdoor site. Prior approval to use a generator is required.

1. Generators should be in good working condition and maintained on a regular basis.
2. **MUST not be louder than 85 dB as measure at source.**
3. A fire extinguisher must be easily accessible.
4. Generators should be placed at least **10 feet away** from structures and far away from the path for customers.
5. When used near other vendors, use baffles to direct exhaust fumes away from other stalls and customers?
6. Gasoline canisters **MUST NOT** be stored next to generators. The area around the generator should be clear of flammable materials.
7. Must have built in grounding. (Older Generators need to be grounded)

VENDOR NAME/SIGNAGE/PRODUCT INFORMATION/PRICING/LABELING

1. Vendors are required to display a sign with their Business Name visible from at least 20 feet away. Signage must be approved by the Jury Committee/Market Coordinator
2. The use of Flags attached to tents is allowed. They MUST be securely attached to the tent and must not obstruct the lower portion of the tent. Tent Flags are to be displayed no lower than 6 ft.
3. **All products for sale at the market must be clearly marked with their price. Examples of pricing:**
 1. Individual price stickers on each item
 2. Individual price signs for each item
 3. A list of prices on a large sign
 4. In case of Volume sales, the minimum weight Must be listed as well as the price.
4. KFCMS reserves the right to regulate vendor signage and product labeling. KFCMS does not, however, regulate pricing.
5. All scales must be “Legal for Trade” and approved by Canada Weights and Measures
6. Sales Tax: Vendors are solely responsible for any tax.
7. Food Safe Certificates MUST be on file with the KFCMS and at the Vendors stall.
Acceptance/Compliance letters from Health Authority use also be on file with KFCMS.

CURRENCY

Our Markets have an ATM Machine on site at the Outdoor Markets **which will be located at the Info Tent.**

1. All vendors are required to accept “Market Bucks” as per their designation.
2. Only Farmers are allowed to accept the “Nutrition Program Coupons”.
3. All KFCMS vendors should accept the following forms of payment:
 1. Cash
 2. Market Bucks: **Market bucks are like regular money, so change is given.**
4. Market Bucks do not expire.
 1. Vendors can redeem collected Market Bucks at Zelaney’s Farm stall after 12:00pm on market days.

Many Vendors accept Debit and Credit Cards. This is encouraged, but not required.

Market Bucks

Market Bucks come in \$5.00 increments and do not expire.



BCAFM Nutritional Coupons

Kelowna Farmers' and Crafters' Market Partners

Central Okanagan Food Bank, Interior Health – Nurse Family Partnership, KCR – Community Resources, Ki-Low-Na Friendship Society, Seniors Outreach and Resource Centre, Society of Hope, The Bridge Youth & Family Services

GREEN: /BLUE/YELLOW

The Farmers Market Nutrition Coupon Program is a healthy eating initiative that supports Farmers Markets and strengthens food security across BC. Community partner organizations provide coupons to lower-income families, pregnant people & seniors. Each Coupon represents a certain item that can be purchased along with veggies & fruit. CASH cannot be redeemed, and NO Change can be given.



PLEASE NOTE THE DIFFERENT COLOURED COUPONS ARE FOR DIFFERENT PRODUCTS

VENDOR DESIGNATIONS

CRAFT VENDORS

Artisan Standards: Acceptance is based on the variety of goods, originality of design, quality of workmanship and artist involvement. Work should show the imagination, skill and individuality of the Craftsperson.

1. Craft Vendors consist of Artisans/Crafters/Body & Bath
2. All Crafts must be made by the Vendor who will be representing them at the market.
3. Craft products may have some components that are not made exclusively by the Vendor, but the finished product must have been substantially changed, altered, or enhanced from the original creation, by **more than 50%** from its original purchased state. The purchased component must not dominate the finished product. It must be extensively transformed in a way that makes it unique from its original state and be modified significantly more than the purchased component.
4. In all items, the handcraft component must dominate the commercial component, and commercial components must be transformed in a way that makes the work unique. Jewelry Items must be of original, unique work or design. Priority will be given to jewelers who themselves manufacture the primary elements of their work and who demonstrate originality in their designs.

Jewelry that consists primarily of pre-made beads, pendants, and stones that are mounted or strung using pre-made chains, bezels and/or findings will be considered a low priority.

Body & Bath Vendors must have Health Canada product approval, correct product labeling and Liability Insurance.

FARM AND WILD HARVESTER VENDORS

KFCMS welcomes a wide variety of growing and harvesting methods.

1. Organic, Biodynamic or first, second- or third-year Transitional claims must be supported with the appropriate certification submitted to KFCMS and displayed at your stall.
2. 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 if the animal has synthetic growth enhancers or medications been used.”
3. Signage displaying growing methods of edible farm products are not mandatory, but when used, will utilize the following 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. A copy must be on file with the KFCM.
 - B. Signage naming products as Naturally Grown must prominently display a copy of notarized affidavit supporting these statements.

- C. Farms and products that are not Certified Organic should NOT display signage that includes the phrases “organic”, “organically grown” or “non-certified organic.”
- D. Products that include organic ingredients, but that which are not certified organic may not use the word “organic” when listing ingredients on product labels.

All other required permits and licenses shall be brought to the market and made available when requested. (Food Safe, Health Canada approval, Fire Inspection Sticker, etc.)

- 5. Re-Sale of purchase goods is Strictly prohibited.
- 6. Quality products such as vine-ripened, fresh produce, high quality baked and prepared foods are expected.
- 7. 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.

PREPARED FOOD VENDORS

Food Safety

Vendors are required to label any prepackaged food goods with possible allergens/cross contamination information.

Possible information may include Presence of nuts or shellfish used within your kitchen or manufacturing facilities, the potential cross contamination of flour in gluten free products, etc....

Vendors should consult the “*Temporary Food Market Guidelines*” available on www.eatlocal.org or from your Local Health Authority before applying to the KFCM.

- 1. Home based “***Uninspected***” kitchens are required to display a sign that is clearly visible to the customer 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***”
- 2. ***Higher Risk*** foods such as Cheese and Spreads (does not include eggs, frozen meat, poultry, or fish) that are not canned under pressure, must use a mechanical refrigeration to maintain a temperature of less than 4 degrees C, or if frozen less than -18 degrees C. **A Food Thermometer must be present.**
- 3. Eggs can be kept in a non-mechanical cooler as long as 4 degrees C is maintained.
- 4. Frozen meat, poultry or fish can be kept in a non-mechanical cooler if the product is maintained in a frozen, hard state always. Product that is thawed at any time cannot be re-frozen and cannot be offered for sale. **A Food Thermometer must be present.**
- 5. Certified Organic or prepared food products that have a current copy of their certificate on file with the KFCMS may be labelled as “Organic”. The vendor may choose to display a “Certification on File” sign or have it Publicly Displayed at their stall.
- 6. Ingredient labels must be attached to all prepared foods sold to eat outside of the market. Foods sold to eat at the market must have ingredients displayed at stall.
- 7. Food labels must include the Name and Contact Information of the producer.

*All other required permits such as Food Safe certificates must be brought to each market
And made available upon request **

FOOD TRUCK/CONCESSION/PREPARED FOOD

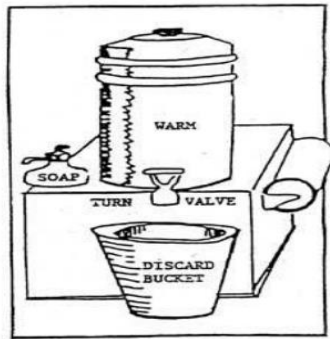
1. ALL food service vendors must have a current “**Mobile Food Service Vendor Permit**” from Interior Heath Authority and be eligible to sell food at the KFCMS.
2. At least ONE operator must have completed the Food Safe Program and submit a copy upon application process.
3. Vendors Must carry a **Minimum of \$2 million Liability insurance** including product liability. The KFCMS must be included as an additional insurer. Proof must be submitted with your application or prior to your first marketing day.
4. The area surrounding the food service truck must be always kept free of garbage and in good condition. Garbage receptacles are required of their own and to be placed for customers usage and removed at the end of market day.
5. Disposal of Grey Water in the market area is **STRICTLY** Prohibited and must be taken off site.
6. For Cutlery and Take-Away Container please refer to: The Single-Use and Waste Prevention Regulations
7. Concession Vendors must supply Table and Chairs for their patrons for fork, spoon, and knife meals. Handheld (walk around) Meals do not require a seating area.
8. **NO** Pre-packaged food is acceptable. Concession vendors may provide drink options.
9. **Food Trucks and Trailers stalls fees will be by the square footage including hitch.**

* We encourage to provide alternatives for those with dietary restrictions (gluten free, vegan, etc.)

SAMPLING

1. Samples should be portioned off-site and transported in clean, sealed containers.
2. Any on-site portioning requires the vendor to have a “*Hand Washing Station*” set up and ready to use during the duration of the market. A person who carries a Food Safe Certificate must be present while portioning samples on site. Customers **CANNOT** cut, divide, or otherwise portion food products at the market. Any vendor who is portioning food must **NOT** handle monies unless hands are cleaned after each transaction or **NEW** gloves are used.
Vendors side by side can share a wash station.
3. Samples are to be displayed in ONE single layer on a covered plate, so they are protected from contamination.
4. There should be adequate space between displayed samples to prevent customers from touching more than one sample. Usage of toothpicks or other single utensils are encouraged.
5. Usage of Tongs or Gloves Must be used to handle unpackaged products such as bread. Skin to food contact is allowed by vendors.

6. Customers *CANNOT* handle unpackaged prepared foods. If foods are being 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 display of foods 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 samples or sale.
8. Samples of foods requiring refrigeration should be made available in small amounts and replenished frequently to ensure food safety standards. **A Food Thermometer must be present.**
9. Individual garbage containers must be supplied by the vendor and be visible at the stall.
10. A Hand-Washing Station for the vendors use must be available and is equipped with running warm water, liquid soap in waste bucket towels.



Proper Washing Station

> Hand Sanitizer is also appropriate as an additional product

PRODUCT CHALLENGE

1. Product challenges may be made for suspected misrepresentation of product by a vendor. Vendors can submit a written “Comment” form which are available at the KFCMS Info Booth
2. Physical or Verbal evidence, along with a signature from the person bringing forward the suspected violation must be on the “Comment Form.”
3. Product Challenge *MUST* be made on the day, or within the week the violation id observed. Challenges on past occasions will not be accepted.
4. Vendor receiving the Product Challenge *MUST* respond in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
5. The Market Coordinator and Administrator will conduct a visit to the vendors’ place of operation in a timely manner to decide on the Product Challenge. A third party may be brought in if deemed necessary.
6. If the Vendor is found within violation, the vendor may be fined, suspended, or removed from the market by discretion of the Board.

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. Do Not air concerns publicly. Submitted forms are Confidential and will be taken seriously.

GENERAL RULES (Applicable to All Vendors)

Set up/Pack up Outdoor Market:

Vendors are to park as close to their space as possible, while still allowing another vehicle to be able to pass. Vehicle is to be unloaded, then moved into the parking lot. Vendors are not allowed to set up any of their tents etc. while their vehicle is still there. This will allow other vendors access to their spaces and reduce the amount of congestion that occurs in the morning set-up period. This same procedure applies to packing up. Tent and all items are to be dismantled before Vendor is allowed to bring their vehicle back into the lot.

1. ***The onus is on the Vendor to ensure compliance with any and all applicable requirements.***
2. All vendors must adhere to the KFCMS Rules of Operation
3. Vendors are only permitted to sell products they have made, baked, or grown themselves and which have received prior approval of the Jury Committee.
4. We do not accept Vendors who purchase products to sell at our Market (re-sellers are not permitted to attend the Market).

Products which have been purchased by the vendor and then modified or enhanced, must be **SUBSTANTIALLY CHANGED OR ALTERED**. Definition: The starting purchased material must be significantly altered and enhanced by the vendor and this significantly altered and enhanced product must dominate the purchased portion by **more than 50 %** of the original design OR handcrafted products must have **no less than 50%** handcrafted content. Any purchased component that is used must be significantly transformed in a way that makes the product unique from its original state.

5. Vendors are only permitted to sell products which they have listed on their application to become a Market Vendor. Any new products introduced during the Season, must be juried. Vendors must contact the Market Coordinator to schedule a Jury meeting to review any new products.
6. The onus is on the Vendor to ensure appropriate compliances and approvals have been obtained prior to selling their goods at the Market. All Vendors shall immediately cease to sell and will remove from the market any products upon the request of any appropriate official or representative or the Market Coordinator. Vendors must obtain and display all necessary compliances, permits and certificates from the appropriate governmental authority as required by each authority. In addition, Vendors must provide an up-to-date copy of any permits and certificates to the market annually with their application to be placed in their file. (Applications will be rejected without all the proper paperwork, if you are unsure of what you require, contact the office) These applications might include, but are not limited to

Interior Health Certification, Fire Department approval, confirmation and/or certificate of Food Safe, Market Safe, Health Canada approvals, Organic certification, etc. Vendors who produce Soaps and/or Cosmetic products, supply a service (i.e.: Massage, face painting, Henna tattoo, reflexology etc.), handle food (baking, concession, meat products, cheeses, etc.), sell prepared food (jams, canned goods, preserves, etc.) must have current Liability Insurance. Vendors that are required to carry Liability Insurance must have applicable insurance in which the KFCMS is named as a third party and indemnified and kept safe from any and all claims of wrongful behavior or liability on the part of the Vendor. Vendors who are required to have liability insurance must provide a copy annually with their application form to be kept in their file.

7. Vendors are **NOT** allowed to hawk, accost or badger customers. * Intentional hawking behavior refers to selling one's wares in an assertive, invasive manner that is offensive, disruptive or intrusive in nature and this conduct(behavior) is not acceptable
8. Vendors are not allowed to smoke within the perimeter of the Market site, smoking is allowed in designated areas off-site as determined by Management.
9. Vendors must drive cautiously and slowly (**10 Km**, in the market area) and be alert to others in the Market.
10. Vendor's products may be sold by the Vendor, a family member, or an employee of the Vendor. It is the responsibility of the Vendor to ensure that any employee has read, understands and agrees to comply with these Rules of Operation.
11. Vendors selling products by weight must use a scale that has a current certification in accordance with the provisions of *The Weights and Measures Act of Canada*.
12. To adhere to the policy of Make It, Bake It, Grow It by the Vendor (all products, promotional and other), sales of these products to promote a vendor's own business (such as T-shirts, hats, pins, etc.) is not permitted. Promotional items can be given away but cannot be sold.
13. Vendors who sell their goods at the Market are not allowed to sell their products from a retail outlet dedicated exclusively to the sale of their product(s); or any facility/warehouse/storefront, or where their products are produced, packaged, or enhanced. Farm gate stands and home studios are acceptable.
14. It is the responsibility of each vendor to register for, collect and remit any & all taxes, including but not limited to: PST & GST, applicable to their product or service. The KFCM bears no responsibility in ensuring compliance.
15. Vendors are required and solely responsible for keeping their stall space and surrounding area clean and tidy during and upon departure from the market.
16. Vendors are subject to home or farm visits by Board Members, Jury committee members, or the Market Coordinator to ensure that the products are being sold by the Vendor and are in compliance with the Market mandate. The Market also may consult outside authorities, including other vendors, if they feel insufficiently qualified to handle the inspection themselves (i.e., if a home visit is needed where a vendor is producing a unique item that the Board, Jury or Market Coordinator knows little about, they may bring in a person more knowledgeable about the item in question to aid in the home/farm visit).
17. Mandatory, Vendors must properly secure all awnings and tents by adding sufficient weights (minimum 25 lbs., on each corner leg). Weights must be on each leg of tents and secured to the tents. Not having sufficient weight will result in a penalty. First a verbal warning, then

written up if recurring. No weights, No tent. Check to ensure you have weights before you set up. Vendors whose canopies blow around due to insufficient weight will pay a \$100.00 fine, which is payable at the time of incident.

18. Vendors must use a Table Covering which extends down the front(s) of each table which is facing the walkway for customers.
19. Vendors must remove their vehicles from their stalls to the **designated** parking lot. Unless they need to access their product from their vehicle and have asked the Market Coordinator for approval prior to parking their vehicle.
20. Vendors are not permitted to pack up their products prior to the official market closing time, without the prior approval of the Market Coordinator who shall remain on site until one half hour after the Market closes. Official closing time will be signaled by the ringing of a bell at 1:00 pm on Wednesday and Saturday, and 3:00 pm on Sunday. Vehicles are not permitted to enter or exit the lot, or to leave their stalls until 1:15pm (this means, no vehicle movement within the market and no lining up prior to 1:15pm) to allow time for customers to be safely cleared from the Market. Please use the one way in and one way out Directional arrow map when entering and leaving the Market lot.
21. All generators must have built in grounding.
22. Generators must be less than 85dB as measured at the source.
23. Signage at vendor booths will be approved by the Jury committee and/or Market Coordinator. Signs are regulated to be attached to the front top of tent, across table fronts, inside tents and on Vendor tabletops.
24. Signage, weights, and product must be contained within the Vendors space. No tripping hazards on the ground.
25. Any vendor that generates waste (sampling, food vendors, etc.) must supply their own garbage cans for waste in full view for customers.
26. All vendors will be required to pay an annual one-time Maintenance Fee (garbage, recycling, lot cleanup, etc.) at the beginning of the season or on their first market day.

Rules Relating to Jewelry Vendors

The jewelry category is the most applied for category in the Market. Design, Creativity & Unique characteristics are required.

Artisan Standards: Acceptance is based on the variety of goods, originality of design, quality of workmanship and artist involvement. Work should show the imagination, skill and individuality of the Craftsperson.

1. The Market has identified three subsets of jewelers:
 - B. Artisan Jewelers – are jewelers who craft the components of the jewelry they design (silversmith, gem cutting, stone tumbling, etc.)
 - C. Craft Jewelers – are jewelers who design their jewelry using beads and/or other components they did not create themselves.
 - D. Mixed Jewelers – fall into both.

In all items, the handcraft component must dominate the commercial component by more than 50% of the commercial component, and commercial components must be transformed in a way that makes the work unique. Jewelry Items must be of original, unique work or design. Priority will be given to jewelers who themselves manufacture the primary elements of their work and who demonstrate originality in their designs.

Jewelry that consists primarily of pre-made beads, pendants, and stones that are mounted or strung using pre-made chains, bezels and/or findings will be considered a low priority.

2. pre-strung, pre-assembled components and items made from kits are not acceptable.

Rules Relating to Farm Vendors

1. Produce Vendors must display their product a minimum of 8 inches above ground or floor level, according to Health Regulations.
2. Market Safe or Food Safe Certificates will need to be provided with their application.
3. Vendors selling produce as organically grown must be certified and provide proof of such certification with your application. All signage relating to organic produce must first be approved by the Market Coordinator; any product that is not Certified Organic at an organic grower's booth must be clearly indicated with detailed signage.

Rules Relating to Prepared Food and Food Concession Vendors

FOOD SAFETY: Vendors are required to label any pre-packaged food goods with possible allergens/cross contamination information. Possible information may include the presence of

nuts or shellfish used within your kitchen or manufacturing facilities, the potential of cross contamination of flour in gluten free products etc.

- 1) Vendors must not sell foods that are considered higher risk unless approved by the local Health authority (IHA) and paperwork is provided prior to selling any products at the Market.
- 2) Higher risk foods must be prepared in an approved commercial food premise, address of premise must be included on the application.
- 3) Low risk foods also require a Food Safe or Market Safe Certificate with their application.
- 4) Vendors may sell lower risk, home prepared foods providing that the water activity (AW) level is 0.85 or less, or the pH value is 4.6 or less. pH Lab testing available locally through CARO 250-765- 9646 **or available kits from a commercial retailer.**
- 5) **All Vendors of home prepared foods** must display a sign in their stall, indicating that the food has not been prepared in a commercial kitchen inspected by the Health Authority (available from the Market Coordinator).
- 6) Home prepared/package food may be subject to **Canadian Food Inspection Agency** requirements for labeling and weights and measures. All prepared/package food must have proper labeling with ingredients and contact information.
- 7) All Food Concession Vendors must obtain both approval for the food they are selling AND a "Permit to Operate" from the local Environmental Health Officer/Fire Department.

- 8) All prepared Food and Concession Vendors must have an up-to-date ***Food Safe Level 1*** certificate prior to commencing sale of foods at the market.
- 9) Only Concession Vendors will be allowed to sell additional products such as bottled water, pop, juices, coffee, tea, etc.
- 10) A Concession Vendor is a Vendor that prepares food on site for breakfast, lunch, or dinner.
*Concession Vendors that consist of knife, fork, spoon meals, seating is required, handheld (walk around) meals, no seating is required. A sit-down area within the Market area will be provided for any market customers.

General Information and Rules

Fundraising

The KFCMS does not allow groups, individuals, or organizations to Fund-raise at the Market.

Petitioning and Solicitation

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

*The Market ***Does Not*** permit any visible displays of political, philosophical, or religious Ideology or preferences. Neutrality in the workplace is of utmost importance, in order to preserve a neutral image towards customers, vendors, staff or to prevent social disputes.

Responsibility

The KFCMS is not responsible for lost, or stolen property, money, or damaged articles. KFCMS Liability covers only trips and falls at the Market, only during its advertised hours of operation. Other liability insurance is the responsibility of the Vendor.

*All vendors will sign a contract (application form) as a condition of their participation in the Market.

Dogs

Dogs are allowed in the Market Area as long as they are Leashed, Controlled and the owner cleans up after them.

Vendor personal Pets are NOT allowed in Vendor Booths or vehicles, except for service animals.

Market Fees

Daily Stall Fees consist of a single stall (10x10, 10x20, 20x20) per Market day. The Market's stall fees for the Spring/Summer and Fall/Winter markets shall be established by the Board on an annual basis at the AGM to ensure current operating costs are covered. Fee Structures are attached to the Vendor Application Forms and are revised annually.

Each Season

To Vend at the Market, a vendor must show two (2) items that prove that their primary residence is within our Boundary area of Summerland to Armstrong. Proof of residency can be in the form of a hydro bill, water bill, tax receipt, rent receipt, Shaw receipt, or phone bill in the Vendor's name. **Please no Picture Id or Government Id** Only those currently outside our Boundary area and have been Grandfathered in, are excluded.

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

Liquor Vendors

Liquor Vendors are required to submit liability insurance and a market authorization form from LCLB (Liquor Control Licensing Board). Liquor Vendors are booked monthly on a rotational calendar, after supplying available dates. **Liquor Vendors are not allowed to sell any promotional Items or other items that are not liquor related. Such as Cork screws, Tumblers etc.**

Buskers

Busking at KFCMS will allow a maximum of up to **3** Buskers per market day, except on special festival days when only two buskers will be allowed. Buskers **must pre-register** and fill out an application form (online), with the Market Coordinator, prior to any date they wish to attend **at least a week in advance** of performing. The KFCMS reserves the right to refuse any busker.

Buskers will be given the times and dates they will perform weekly. No Busking will be allowed without being scheduled in.

Non-Profits

The KFCMS will allow up to two certified non-profit organizations a free stall each Wednesday market day, space permitting, by **pre-registration**, an application must be filled out for the Market Coordinator. Non-profit organizations may not sell products or collect donations (unless authorized by Market Manager), they may only hand out written literature about their organization at the market.

These Non-Profit organizations must in some way contribute to the agricultural, environmental, or health of the community. Such non-profit societies will be asked to reciprocate by listing the Kelowna Farmers' and Crafters' Market Society as a sponsor or include the Kelowna Farmers' and Crafters' Market Society in their advertising.

These organizations will not be permitted to use a seasonal site. There will be no stalls available to Non-profit organizations during the months of July and August or November to March.

Leave of Absence

If a vendor(s) requires a leave of absence they must apply to the Board in writing, citing the circumstances for the LOA. Only reasons of Health, Medical or extenuating family circumstances are acceptable and may be required to provide documents. The Board will make a decision and report the outcome to the vendor(s) in a timely manner.

Selling a Business

KCFMS will recognize and approve is a substantial sale of the business and its assets. Additionally, an incoming purchaser must undertake to continue the seller's business in substantially the same form, and substance and ***must retain the seller's Business name for the one-year probationary period***, as it previously existed.

All new Season Vendors, through the sale of an existing business will be required to be Juried by the Jury Committee and approved before entering the Market. Any changes in the sale of the product or use of the site will require the Jury Committee's approval. Both Seller and Purchaser need to fill out sales/transfer forms. Purchasers that buy a Seasonal Vendor's business shall assume the same rights, privileges and obligations to the Market as the Seasonal Vendor would have had, including the use of his/her market site.

Any new vendor or partnership created is subject to a one-year probationary period to ensure that the new business is acceptable to and remains in good standing with the Market Board. At the end of one year, the Vendor will be re-juried. The purchaser may display a small sign on their table that can indicate their new name and that the business is under new ownership, during their ***1-year probationary period***.

A Season vendor who has sold their business is not allowed to return to the market as a vendor for a minimum of *3-year period. The sale of their business was completed in good-faith and was inclusive of the business and its assets, including the seasonal stall. The decision to allow a returning vendor to come back to the market is the sole discretion of the Board and Market Management. At such times the vendor may want to return they must apply as a day vendor, as per the standard process.

If returning vendor does apply their product must not be in the same category or skill set as the business, they previously sold. No special consideration accommodations will be extended for the returning vendor regarding the application, selection, or jury process. This clause is applicable to any past "Sale of Seasonal Vendors Business" and forward from the date of this document.

NON COMPLIANCE WITH KFCMS GUIDELINES AND STANDARDS

KCFMS 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 KFCMS, its management and its designated agents will implement and enforce all Guideline and Standards pertaining to the operation of the Kelowna Farmers' and Crafters' Markets under its control in a fair and equitable manner.

1. The KFCMS Board of Directors reserves the right to suspend from any Market or have selling privileges in a Market, conditioned, modified, limited, or terminated by the KFCMS 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 KFCMS rules and regulations will be subject to the following procedures.

- A. Whenever the Market Coordinator or Administrator believes a vendor has violated the conditions of the contract to sell or any of the rules or regulations of the Market, the Market Coordinator or Administrator may issue a verbal or written warning or may issue a “Notice of Suspension”.
 - B. If an offence is immediately correctable, such as exceeding a stall or parking boundaries, offenders will be given a verbal notice indicating the offence and requesting compliance with Market rules. The Market Coordinator 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 offence (new or repeated) occurs, the Market Coordinator shall issue a written warning. Kelowna Farmers’ and Crafters’ Market Society Vendor Handbook 20
 - C. If an offence is not immediately correctable, such as arriving late, offenders will be given a verbal notice indicating the offence and requesting compliance with Market rules. The Market Coordinator shall record the issuance of each notice in a file bearing the Vendor’s name. If a second offence (new or repeated) occurs, the Market Coordinator shall issue a written warning.
3. Upon a third offence, the vendor will receive a written notice and lose their privilege to sell at the Market on their next scheduled date.
 4. Upon a fourth offence, the vendor will receive a written notice and lose the privilege to sell at the Market operated by KFCMS for the remainder of the Season.
 5. The vendor has the right to appeal against the suspension in a written request to the KFCMS 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 re-instated.
 8. The Vendor may be represented by legal counsel at the meeting or by written communication to the Committee. The Committee members do not transcribe its proceedings.
 9. The committee shall also consider the testimony of the Market Coordinator and /or Administrator. 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, the committee members will determine the length of suspension.
 11. The Committee may suspend, for any period 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 Coordinator determines that an immediate suspension of a Vendor is necessary to preserve the health, safety or welfare of the market, customers, other market vendors, market staff, volunteers, or the public, the Market Coordinator 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.

The Board reserves the right to suspend a Vendors participation in KFCMS after a specified number of recorded violations have occurred.

Glossary

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

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

Agricultural Products: Agricultural items which are grown or raised by the applicant upon land that she/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.

Application Form: All Vendors will sign a contract (application form) as a condition of their participation in the Market.

Approved Vendor: The producer of the goods for sale which may include family members or employees of the applicants who assist with the cultivation and/or production of the same crops and /or items listed for sale at the property and/or business address listed on the application.

Administrator: A staff person empowered by the Board of Directors to coordinate and maintain operations of the Society.

Board of Directors:

The Board of Directors is a group of 10 members (current Season Vendors at the Market), who meet a minimum of 8 times per year not including the AGM. The Board of Directors make decisions for the benefit of all the Vendors and the Market as a whole.

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 originated on one's farm.

Crafter/Artisan Vendor: is a vendor that makes practical or decorative articles such as jewelry, soap, bird houses, ceramics, cutting boards, sculptures and paintings, etc.

Concession Vendor: is a vendor who may have a truck, trailer or cart that has food prepared on site for immediate consumption, for example: soup, hot sandwiches, plated meals Etc., those plated meals that require knife, fork or spoon will require extra space for (seating) tables & chairs. Those vendors that provide hand-held walk around food, for example: cookies, fries, donuts, hot dogs, drinks etc. do not require seating.

Farm Products: BC products that are either 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/owns/leases or wild foragers and fishers who are licensed to harvest from the wilds of British Columbia. Those that farm leased and/or rented land must include a copy of a signed lease by the owner/operator of such lands.

Food Vendor: is a vendor that makes food products that are packaged and ready to take-away.

Jury Committee: a committee appointed by KFCMS Directors that has expertise required to review either craft, prepared food or farm submissions, waiting to be approved for sales at the Market. Kelowna Farmers' and Crafters' Market Society Vendor Handbook

Intentional Hawking behavior: selling ones' wares in an aggressive and offensive, disruptive, or intrusive manner is not acceptable. Vendors are not allowed to hawk, (call out in a raised voice to attract attention), accost (approach, hail, address or stop) or badger (Harass, pester annoy, or repeatedly ask questions) of customers. *Vendors who continually hawk will be subject to the market disciplinary process.*

Liquor Vendor: is a vendor authorized to sell liquor products at a farmers' market by the Liquor Control and Licensing Branch and is subject to the KFCMS Liquor Vendor Guidelines.

Market Coordinator: Staff person responsible for preparations and coordination of market site activities.

Market Committees

Committees that are chaired by Board members and meet as needed. Any Vendor (either Season or Day Vendor) wishing to participate on a committee may submit a letter to the Board with

his/her request. The Board welcomes Vendors to sit on committees as part of Board succession planning, getting to know how the Committee's operate by offering ideas, opinions and support to the Market.

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

No-Show fee: Cancellations without notice (i.e. no-shows) must pay a no-show fee of \$25.00.

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.

Part of Production: to have a hand in the growth 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 micro-organisms 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 micro-organisms 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 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 re-selling. Reselling is not permitted at KFCMS. Kelowna Farmers' and Crafters' Market Society Vendor Handbook 24

Stall: is defined as an individual space for rent by the Market.

Site: is defined as the place occupied by a vendor and may be comprised of one, two or three stalls (Three stall configuration are being phased out as of 2020, once those stalls are vacated).

Stall sharing: is only permitted by members of the same family, with 2 different products. (With approval from the Board). Two non-related vendors (outside the family) cannot share a booth.

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

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

Special Farm Products: Exceptions may be permitted for agricultural items that are Canadian in nature but are not grown in BC (e.g. syrup). These items are only permitted when they are grown or raised by a vendor's family member.

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.

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.

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