KELOWNA FARMERS' & CRAFTERS' MARKET SOCIETY

RULES OF OPERATION

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SECTION A - GENERAL

Mandate

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

Contact

Office Administrator: ~250.878.5029~ **Kelownafarmersmarket@shaw.ca**
Market Coordinator: ~778-215-4498~ **bookings@kelownafarmersandcraftersmarket.com**
To book a stall for the next market day: **bookings@kelownafarmersandcraftersmarket.com**

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, or who sell products that are unique and not being offered for sale by another vendor from within the boundaries may be approved by the Jury Committee to sell their products at the Market.

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 thru October.

The hours of the Downtown Satellite Market on St. Paul street are from 9:00 am to 2:00 pm on Sunday from mid-May to September.

Fall/Winter Indoor Market

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

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.

- A **Stall** is defined as an individual space for rent by the Market.
- A **Site** is defined as the place occupied by a vendor and may be comprised of one, two or three stalls.

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

Vendor Designation

- A **Day Vendor** is one that has applied to the KFCMS and has been successfully juried, and pays fees on a daily basis for a Wednesday or Saturday stall. Day Vendors are designated as associate (non-voting) members of the KFCMS and are entitled to attend the Market *and are encouraged to attend the AGM**.** The allocations are divided as follows: Farmers with perishable goods, followed by perishable foods, Non-perishable foods, and Crafters and Liquor Vendors. Day Vendors must have attended the outdoor market a minimum of **15 times** to be eligible to apply for a Season stall.
- A **Season Vendor** is one that has met eligibility requirements and has paid for the Season, in full, in advance of commencement of first Market, and is assigned a regular stall or stalls for Wednesday or Saturday, or any combination of those days. Seasonal Vendors are designated full membership in the KFCMS and are entitled to voting privileges at the AGM (Annual General Meeting) on rules covering the operation of the KFCMS. After first refusal of Season Vendors to upgrade/change stalls has been completed, then Day Vendors have the option to apply to become a Season Vendor. You must have applied for review on the previous year's Day Vendor application form and based on criteria, the Jury Committee will allocate any available spaces/stalls, based on the category vacated.
- A **Day Cap Vendor** is one that has reached their maximum rental fee and has attended 24 Markets in one Season and will no longer pay daily fees. *It is the responsibility of the Day Vendor* to keep all receipts and notify the Market Coordinator once he/she has reached their Day Cap. Refunds are not given for over payment.
- **Semi-Permanent Vendors:** Those Vendors that have been designated Semi-permanent status will continue to retain their status until such time as Season stalls come available. *We are phasing out future Semi-permanent status as of 2020.

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.

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 along with the AGM. The Board of Directors make decisions for the benefit of the Vendors and the Market as a whole.

Market Committees

There are 6 Committees that are chaired by Board members and meet as needed. Any 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.

Committee Structure: Finance Committee, HR Committee, Jury Committee, Marketing Committee, Festival Committee, New Site Committee, and Community Relations Committee

SECTION B – GENERAL RULES

Applicable to All Vendors

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) Products that 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 office 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.

7) 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. These applications might include, but are not limited to Interior Health Certification, Fire Department approval, confirmation of FoodSafe, MarketSafe, Health Canada approvals, Organic certification, etc.

8) 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 have liability insurance must provide a copy with their application form to be kept in their file.*

9) Vendors are not allowed to hawk, accost or badger customers. *Aggressive hawking refers to selling one's wares in an aggressive and offensive, disruptive or intrusive manner that is not acceptable: refer to the Vendor Handbook glossary.

10) Vendors are not allowed to smoke within the perimeter of the Market site.

11) Vendors must drive cautiously and slowly (10 Km, in the market area) and be alert to others in the Market.

12) 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.

13) 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.

14) 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.

15) 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.

16) 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 KFCMS bears no responsibility in ensuring compliance.

17) Vendors are required and solely responsible for keeping their stall space and surrounding area clean and tidy during and upon departure from the market.

18) Vendors are subject to home visits by Board Members, Jury committee members, or the Market Coordinator to ensure that the products being sold by the Vendor are in compliance with the Market mandate. The Market also may consult outside authorities, including other vendors, if they feel insufficiently qualified to handle the inspection themselves (i.e. if a home visit is needed where a vendor is producing a unique item that the Board, Jury or Market Coordinator knows little about, they may bring in a person more knowledgeable about the item in question to aid in the home/farm visit).

19) Vendors must properly secure all awnings and tents by adding sufficient weights (minimum 10 Kg-25 lbs, on each corner leg). Weights must be on all 4 corners of tents and secured to the tents. Not having sufficient weights will result in a penalty. First a verbal warning, then written up if recurring.

20) Vendors must remove their vehicles from their stalls to the parking lot. Unless they need to access their product from their vehicle and have asked the Market Coordinator for approval prior to parking their vehicle.

21) 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 2:00 pm on Sunday. Vehicles are ***not permitted*** to enter or exit the lot, or to leave their stalls until 1:15pm to allow time for customers to be safely cleared from the Market. Please use the one way in and one way out Directional map when entering and leaving the Market lot.

22) All generators must have built in grounding.

23) Generators must be less than 85dB as measured at the source.

24) Signage at vendor booths *will be approved by the Jury committee and/or Market Coordinator. Signs are regulated to: attached to front top of tent, across table fronts, inside tents and on Vendor table tops.

25) *Signage, weights, and product must be contained within the Vendors space.

26) *Any vendor that generates waste (sampling, food vendors, etc.) must supply their own garbage cans for waste in full view for customers.

27) *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.

28) Harassment & Disturbance

a. Harassment and Disturbance of any kind will not be tolerated at the Kelowna Farmers' and Crafters' Market. The KFCMS is committed to providing and maintaining a collegial working environment that is free from disturbance and harassment where all individuals are treated with respect and dignity. All vendors have the fundamental right to work, shop and sell in an environment free of harassment and disturbance, therefore it is expected that all contact between Vendors and others be respectful, professional and courteous at all times.
b. Complaints about other vendors, their products, pricing issues or the operation of the market are to be given in writing to the Market Coordinator or e-mailed to kelownafarmersmarket@shaw.ca Public airing of these concerns with Vendors, or Board of Directors at the Market is not permitted at any time, **all complaints** are to be **in writing and given to the Market Coordinator as the first point of contact**. All complaints and comments are kept in confidence and are given to the Board of Directors.

29) Code of Conduct

a. Vendors and staff shall adhere to the Rules of Operation and the Vendor Handbook of the KFCMS.
b. Vendors and staff shall treat each other and customers with courtesy and respect at all times. Abusive or offensive language or actions will not be tolerated at any time, disciplinary action will be taken (removal from lot, demerit points, fines, suspension).
c. Individual disputes concerning Market affairs should be resolved between the disputing parties with the assistance of the Market Coordinator if necessary. Should the need arise, the Coordinator may also call upon a Director for assistance.
d. Should disputes remain unresolved, a written and signed complaint letter in a sealed envelope, addressed to the Board, should be delivered to the KFCMS via the Market Coordinator or any Board Member. This matter will remain confidential between the Market Coordinator and the Board. All suggestions will be addressed by the Board and a written decision will be arrived at by the Board

by the next scheduled Director's meeting. *Comment forms are available at the Info Booth.

e. Individuals wishing to conduct business at the KFCMS agree to abide by the Code of Conduct, Disciplinary action will be taken upon those who do not adhere to the Rules of Operation and Code of Conduct.

30) The Market Coordinator is responsible for ensuring on-site compliance with all Rules.

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) Vendors selling produce do so at their own risk with respect to marketing Boards.

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 Jewelry Vendors

1) The jewelry category is the most applied for category in the Market. Design, Creativity & Unique characteristics are required. The Market has identified three subsets of jewelers:
   - Artisan Jewelers – are jewelers who craft the components of the jewelry they design (silversmith, gem cutting, stone tumbling, etc.)
   - Craft Jewelers – are jewelers who design their jewelry using beads and/or other components they did not create themselves
   - Mixed Jewelers – fall into both

   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.

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

Rules Relating to Prepared Food and Food Concession Vendors

1) Vendors must not sell foods that are considered higher risk unless approved by the local Health authority.

2) Higher risk foods must be prepared in an approved commercial food premise.

3) 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.

4) ***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).

5) Home prepared/packaged food may be subject to **Canadian Food Inspection Agency** requirements for labeling and weights and measures. **All prepared/packaged food must have proper labeling with ingredients and contact information.**

6) 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.

7) All prepared Food and Concession Vendors must have an up-to-date ***FoodSafe Level 1*** certificate prior to commencing sale of foods at the market.

8) Only Concession Vendors will be allowed to sell products such as bottled water, pop, juices, coffee, tea, etc.

9) A Concession Vendor is a Vendor that prepares food on site for breakfast, lunch or dinner and must provide tables and chairs for patrons.

10) Samples:

    a. Abstaining from preparing (including cutting) or apportioning food in the customer service area unless a sneeze guard and/or plastic coverings are provided.
    b. Must be apportioned (offsite) and dispensed by the vendor.
    c. **All Samples must be covered** and have toothpicks in them or be in individual serving cups and are to be served by the vendor; uncovered samples will be removed.
    d. Providing single service utensil or pre-portioned bite-sized foods for customers. Toothpick, wax paper, paper sampling cups or disposable utensils should be used to distribute samples. Any Vendor who is portioning food must not handle money, unless hands are cleaned after each transaction.
    e. Individual garbage containers must be supplied by the Vendor and be visible.
    f. A handwashing station for the Vendor's use must be available which is equipped with running warm water (e.g. A plastic water jug with a spigot is acceptable), liquid soap in a dispenser, a waste water catch bucket and paper towels. *see appendix # 1 in the Vendor Handbook.
    g. Having sanitizing solution (e.g. Bleach in water) with adequate concentration on site.
    h. For full rules regarding **"Proper Sampling Methods"** please refer to the Sampling sheet in the Vendor Handbook under section T Glossary.

Disciplinary Action

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

SECTION C – STALL ALLOCATIONS

Applicable to All Vendors

Fundraising

The KFCMS does not allow groups, individuals or organizations to Fundraise 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 Co-coordinator may, in their sole discretion, prohibit any person from renting stall space and may require persons to leave the Market in the event they fail or refuse to comply with the Rules of Operation.**

Responsibility

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

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

Dogs

No Dogs (with the exception of service dogs) and no other personal pets of any kind will be permitted at the Market site. 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 (10ft) 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.**

NSF Charges

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

Indoor Winter Market

Both Day Vendors and Season Vendors must have attended the previous Outdoor Market Season a minimum of **15** times to be eligible to apply for the ***Indoor Winter Market***. The Indoor Winter Market uses the same selection criteria as the Outdoor Market.

Late Arrivals/No-Shows

Vendors arriving late without advising the Market Coordinator **(by phone 778-215-4498 or text**), are subject to **disciplinary action**. As well, if a Vendor does not call/email/or text and cancel *24 hours before the market day, the vendor is subject to **disciplinary action**. The first offence receives a verbal warning. For the 2nd offence, a $25.00 fine will be levied. *For the 3rd offence, the fine is $50, and the 4th offence warrants suspension from the market. The Late or No-Show fee MUST be paid to *prior to being able to sell at your next intended Market.

Season vendors frequently arriving late may be subject to the loss of their stall for the entire Season (not applicable for emergencies and extenuating circumstances).

A **No Show** is defined as not giving notice before 6am on Market day.

Each Season

NEW: 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 driver's license, hydro bill, rent receipt or phone bill in the Vendor's name. Only those currently outside our Boundary area and have been Grand-fathered in, are excluded. *Please ensure that the required documents are attached to your application or your application will be considered incomplete.

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

Day Vendor Information

Market Arrival

Day Vendors must be on site by 6:30 a.m.

Each Season

On a Day Vendor's first market of the Season each year, they shall pay an annual associate member fee~~,~~ and a *one-time annual Maintenance fee (garbage, recycling, lot cleanup, etc.).

Jurying Process

Day Vendors must apply and submit their application in advance of initial market entry, to the Jury Committee for approval of their product for sale at the market. Potential vendors must submit the completed application and vendor *Record Form for their category, including copies of all applicable documents (approval from Interior Health, FoodSafe, Marketsafe, Health Canada - Cosmetic (Natural product registration number) and *proof of Liability insurance to KFCMS, *proof of primary residence, etc. for review by the Jury Committee. If all is in order, the vendor will be invited to set up on a Wednesday that has been scheduled and confirmed by the Market Coordinator, for one trial day where their product will be reviewed by the Jury Committee and if approved they will begin selling at the market, that day. **Jurying new vendors will occur on Wednesdays from *mid-April to the end of June each season.** At the Boards discretion annually, they may open the Jury process in September.

Apply for a Season Stall

Day Vendors may apply for season vendor status on their day vendor application forms. A day vendor applying for a vacant seasonal site shall have been a regular full time Day Vendor on Wednesday and/or Saturday for the immediate past market season and must have attended a minimum of 15 market days. If there is more than one Day Vendor applying for a vacant seasonal vendor site, the Jury Committee sets criteria and policy in regards to products sold and will choose the successful applicant based on the following standards: 1) attendance record; 2) Seniority; 3) Benefit to the Market, 4) product variety.

Booking a Stall

Bookings are accepted by email only. Vendors who have been approved and wish to attend the next market day must inform the Market Coordinator via the **Bookings email.** Stalls are allocated based on seniority, product & past attendance (not necessarily in that order)**.** The allocations are divided as follows: Farmers with perishable goods, followed by perishable foods, Non-perishable foods, and Crafters. **Daily Vendors must pre-book** for each market they wish to attend~~.~~

Wednesday Markets

For Wednesday booking, emails will be accepted starting at 6:00 pm on Saturdays. **Cut off time for Booking a stall** and cancellations close at 8am Mondays. The completed Stall map will be sent out by email to the membership at 3pm on Monday.

Saturday & Sunday Markets

For Saturday & Sunday Markets bookings opens on Wednesday starting at 6:00 pm. **Cut off time for booking and cancellations** will be 8am Thursday. The completed Stall Map will be sent out by email to the membership at 3pm on Thursday**.**

Those Vendors that do not get their emails sent to bookings by the cut-off time, cannot be guaranteed a stall. **You are not guaranteed a stall on any day.**

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.

Buskers

Busking at KFCMS will allow a maximum of five Buskers per market day, except on special festival days when only two buskers will be allowed**. Buskers must pre-register** and fill out an application 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.

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 Co-coordinator. Non-profit organizations may not sell product or collect donations 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 a seasonal site. There will be no stalls available to Non-profit organizations during the months of July and August or November to March.

Season Vendor Information

Market Arrival

A Season Vendor may proceed directly to his/her site to set up unless he/she arrives later than 60 minutes prior to Market opening time, in which case, the Vendor must first consult with the Market Coordinator before proceeding.

Each Season

*Season vendors are required to pre-book with their expected start and end date, and forward to the Market Coordinator prior to their first market of the Season and are required to list their anticipated start date on their application form.

Season Vendors must attend the Market a minimum of **15** times during the outdoor season to maintain their seasonal status, otherwise they **will lose their Season Status.**

Season Vendors that have not submitted their season fee prior to or on the designated registration date for the upcoming year may be subject to forfeiture of their seasonal site and

status, unless they provide extenuating circumstances in writing, acceptable to the Board for not being able to do so.

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

Leave of Absence

Some circumstances may require a Season Vendor to request a *one year Leave of Absence from the Market. The Vendor must apply to the Board in writing, citing the circumstances for the LOA, they may be required to provide documents in support of such a request. The Board will determine if the request is reasonable and will make a decision and report the outcome to the Vendor in a timely manner. *Requests for a LOA are for medical and/or family circumstance reasons only.

Sale/Transfer of a Business

The KFCMS leases its current operating space from Orchard Park Shopping Center Holdings, by virtue of the payment of Seasonal fees and the provision of a designated site, a contract is created between the Season Vendor and the KFCMS to **sub-lease space**. Both the KFCMS and the Vendor recognize that a seasonal site is a valuable asset of a business. Due to the unique nature of this leasing agreement, Season Vendors wishing to sell their businesses **may not** transfer their seasonal site to a purchaser without the **prior approval** of the Board of Directors and the payment of a transfer fee to the KFCMS as decided upon by the Board of Directors on an annual basis. **Vendors and Purchaser must both fill out the sales/transfer application forms for Jury & Board review.** The only sale of a business that the 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 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.