KELOWNA FARMERS' AND CRAFTERS' MARKET SOCIETY











Vendor Handbook 2023

KELOWNA FARMERS' AND CRAFTERS' MARKET SOCIETY

Important Contact Information:

Market Site Phone or Text: 778-215-4498

Office Phone or Text: 250-878-5029

Board of Directors: <u>kelownafarmersmarket@shaw.ca</u>

Bookings: bookings@kelownafarmersandcraftersmarket.com

Office: kelownafarmersmarket@shaw.ca

E-Transfer: payment@kelownafarmersandcraftersmarket.com

Website: www.kelownafarmersandcraftersmarket.com

Facebook: kelownafarmersandcraftersmarket

Instagram: #kelownafarmersmarket

<u>Booking a Stall</u>: For Wednesday & Saturday Markets. Bookings are accepted by email only. For <u>Wednesday</u> booking, emails will be accepted starting on Saturdays. Cut off time for Booking a stall and cancellations close at 8am Mondays. The completed Stall map will be sent out to the membership on Monday (*Tuesday morning at the latest*). For <u>Saturday & Sunday</u> Markets bookings opens on Wednesday. Cut off time for booking and cancellations will be 8am Thursday. Please email:

bookings@kelownafarmersandcraftersmarket.com

The completed Stall Map will be sent out to the membership on Thursday (*Friday morning at the latest*). You are not guaranteed a stall on any day.

MISSION, VISION, VALUES STATEMENT

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 the consumer 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 produced products directly to consumers.

VISION

The Kelowna Farmers' and Crafters' Market Society (KFCMS) vision is to strive to offer a vibrant and thriving Farmers market that promotes a sustainable local food system and a 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 into 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 and collaborative, that are essential to achieving our Vision;
- Committed to creating a respectful, nurturing, positive Marketplace environment for everyone

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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.

QUICK LIST OF GUIDELINES AND STANDARDS

Only approved Products that are made, baked, grown, raised, caught, or wild harvested by the approved vendor can be sold at our Market. The only exceptions are those Vendors that have been grandfathered in. All products for sale need to meet the laws, regulations, standards and rules as specified by Federal, Provincial and Municipal bodies, local Health authorities, KFCMS, and the Organic certifying body the vendor belongs to. It is up to the vendor to know and comply with the Provincial and Federal sales tax requirements.

As an Approved Vendor of Kelowna Farmers' and Crafters' Market, I agree to:

- 1) Pay for booked Seasonal stall spaces. Pay daily Day Vendor Fees. Pay any cancellation and late fines by deadlines as specified by KFCMS. Exceptions to be arranged with the Market Coordinator in advance of the expected Seasonal payment dates.
- 2) Season Vendors are required to contact the Market Coordinator 24 hours before Market day if they will not be attending. Failure to do so will result in disciplinary action. 1st offence, verbal warning, and write up in Vendors file, 2nd offence \$25.00 fine, 3rd offence \$50.00 fine, 4th offence warrants suspension from the market. This information also applies to Day Vendors. These fines will apply after that time, unless due to extenuating circumstances as determined by the Market Coordinator.
- 3) Arrive no less than 60 minutes and no more than 2 1/2 hours prior to the specified opening time of the Market.
- 4) Contact Market Staff in the case of an unexpected delay on Market Day, at 778-215-4498
- 5) Move and/or park vendor vehicles as requested by KFCM Market staff.
- 6) Remove vehicles from the market 45 minutes before official opening or if arrangements have been made prior with Market Coordinator to keep vehicle on site.
- 7) Confine product display to the dimensions of the designated stall. Vendors should only conduct their business within the footprint of their stall/tent
- 8) Attach ingredient labels to all prepared foods sold for home use and/or display ingredients for items sold to eat at the market site.
- 9) Display prominently my business/farm name on a sign that can be read clearly from at least 20' away. Display proof of certification for Organic, transitional, and/or food safety handling, as applicable.
- 10) Ensure that product pricing is displayed in a clear and obvious way.
- 11) Complete set-up and product displays by the official start of market day.
- 12) Sell only products that have been approved by the Jury Committee and are of a quality that contributes to the positive reputation of both your business and that of KFCM.
- 13) Hold higher risk food at the temperature required.
- 14) Provide samples for Jurying or assessment as requested by KFCM staff.
- 15) Write and submit complaints to Market Coordinator Only written and signed complaints will be accepted and reviewed by the Board.
- 16) Vendors are not to bring pets to the market
- 17) Refrain from drinking alcohol or smoking at market (smoking is allowed in designated areas off-site)
- 18) Finalize sales activities by 10 minutes after the closing bell. Aim to be packed up & gone within an hour.
- 19) Move vehicles back into the vending area no sooner than 15 minutes after the closing bell.
- 20)Remove all garbage and other visible signs from your stall by one hour after official closing of market day. Do not leave garbage beside container, if it is locked. Take it home.

The current list of Vendor members can be found at www.kelownafarmersandcraftersmarket.com



GUIDELINES AND STANDARDS

A 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 outlet for producers to sell products directly to consumers, the KFCM has established the following Guidelines and Standards. Please familiarize yourself with them as they are the basis for decisions concerning your participation in this market. Your adherence is respectfully required.

If you have any questions about the Standards or Guidelines we invite you to contact the Market Office, at 250-878-5029. These guidelines are reviewed on an annual basis by staff, and the Board.

The Board reserves the right to suspend a Vendor's participation in KFCM after a specified number of recorded violations of Guidelines and Standards. Refer to "Notice of Rules-Violation form". Harassment or abuse of any kind will not be tolerated and subject to immediate suspension. **Suspension is always seen as a last resort.**

A. APPROVED VENDORS

- 1. The Market's approval of selling privileges is always for a specified period and never exceeds one market season.
- 2. Approved Vendors are those who are involved in the process of producing approved products, have read the Vendor handbook and have been approved to sell at KFCM.
- 3. Approved Vendors will sign a contract (Application Form) as a condition of their participation in the Market. By doing so, Vendors agree to allow KFCM staff or representatives to enter the Vendor's premises for the reasonable inspection of land, crops, food preparation facilities or artisan studios.
- 4. Products grown or produced at a location, or by an individual not identified on the application form are not eligible for sale. (See guidelines, paragraph one, for exceptions)
- 5. Approved Vendors must attend the Market. Family members living with the producer or employees involved in production may attend instead of the registered vendor, providing they are well versed in affairs of the farm/business and are able to answer a full range of questions posed by shoppers at the Market. Exceptions may be made on occasion at the discretion of the Market Coordinator and must be approved in advance.
- 6. It is the approved Vendors responsibility to ensure that their representatives at the market comply with all market rules and regulations.
- 7. No Vendor may assign, sublet or sell their market stall to another vendor/prospect without first contacting the Market office to see what is required. An application for the sale/transfer of business must be filled out and returned to the office for Board approval.
- 8. Stall sharing is not permitted. In some instances this is allowed between family members, but must be approved by the Jury Committee.

VENDOR DESIGNATION:

- A DAY VENDOR is one that has applied to the KFCMS and had their product successfully juried and pays fees on a daily basis for a Wednesday or Saturday or a 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. The allocations are divided as follows: Farmers with perishable goods, followed by perishable foods, Non-perishable foods, Crafters & 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 <u>Day Capp Vendor</u> is one who has reached their maximum rental fee on Wednesday's, you must attend 10 Markets, on Saturdays by attending 15 Markets. Wednesday & Saturdays for a total of 25 Markets. If you attend Sunday's Market the number of days you would need to attends is 10 Markets in one Season and you will no longer pay daily fees. <u>It is the responsibility of the Day Vendor</u> to keep all receipts and notify the Market Coordinator once he/she has reached their Day Capp. Refunds are not given for over paymen.t
- A <u>SEASON VENDOR</u> is one that has met eligibility requirements and has paid <u>their</u> Season <u>fees</u> 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 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 has been completed, then Day Vendors have the option to apply to become a Season Vendors. You must have applied on the previous years Day Vendor application form and based on criteria, the Jury Committee will allocate any available spaces/stalls based on the category vacated.

 Season Vendors must have attended the Outdoor Market a minimum of 15 times in any combination of Wednesday/Saturday to retain their stall for the next season.
- **SEMI-PERMANENT VENDORS:** are those Vendors that have been designated Semi-Permanent status and will continue to retain their status until such time as a Season stall comes available.

Set up/Pack up Outdoor Markets:

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 setup any of the tent 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 pack up. Tent and all items are to be dismantled before Vendor is allowed to
bring their vehicle back into the lot.

APPROVED PRODUCTS

- 1. Only approved 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 Farm/Food/Craft Vendor wants to sell a product (produce, prepared food or craft) not previously approved on their application form, they must first speak with the Market Coordinator and have that new product Juried.
- 3) All products for sale need to meet the laws, regulations, and rules as specified by Federal, Provincial and Municipal bodies, local health authorities, Health Canada, KFCM, and the certifying body the Vendor belongs to. It is the Vendor's responsibility to know and comply with the Provincial and Federal tax requirements.
- 4) Products will be accepted after the following factors are considered:
 - a) Overall product mix and balance
 - b) Seasonal availability
 - c) Consumer demand as determined by Management
 - d) Current number of Vendors with similar product
 - e) Producer's history of selling such product
 - f) Producer's history of compliance with Market guidelines
- 5) **Re-sale of purchased goods is strictly prohibited**, with the exception of Concession vendors for the following products (i.e. pop, water, juice to serve with their food item).
- 6) Promotional items should be defined as those items given away with purchase, but not sold for profit, and must be branded with vendors' name/logo etc. They may be items sold to recoup the costs. Items such as buttons, stickers, and bags would be acceptable but would require Coordinator approval prior to debut at the market. Refer to the ROO(Rules of Operation) for this definition.
- 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 expected. Quality products contribute to the positive reputation of both your business and that of the KFCM.

C.VENDOR CONDUCT

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

- Complaints about other vendors, their products, pricing issues or the operation of the market etc. are
 to be given in writing only and signed by the Vendor, to the Market Coordinator. Verbal complaints
 will not be investigated. CRITICAL OR NEGATIVE COMMENTS ABOUT THE MARKET OR FELLOW
 VENDORS IS NOT IN LINE WITH THE PROFESSIONAL BEHAVIOR EXPECTED AT THE MARKET.
- 2. Conflict. Vendors experiencing any difficulty with customers, health officials, market volunteers or another Vendor should refer the matter promptly to the Market Coordinator.
- 3. Smoking is not allowed by Vendors in the market area, they must remove themselves off site to a designated smoking areas.
- 4. Alcohol in any form is not permitted within the markets area, unless supplied by our Liquor Vendors for sale and sampling.
- 5. Vendors may not bring pets to the market.
- 6. Aggressive hawking of products is not permitted. Vendors are encouraged to address shoppers as they pass by the front of their stall (i.e. saying hello, inviting them to try a sample). See Glossary for further explanation of "Aggressive Hawking".
- 7. Collusion and deceptive pricing practices are strictly forbidden. Vendors are not allowed to pressure other vendors to change their prices of their product.
- 8. Harassment of any kind will not be tolerated.

 KFCMS is committed to providing and maintaining a collegial working environment that is free from harassment where all individuals are treated with respect and dignity. Every shopper, employee, volunteer and vendor has the fundamental right to work, shop and sell in an environment free of harassment therefore, it is expected that all contact between co-workers, the public, and others be respectful, professional and courteous at all times.
- 9. This policy applies at any time, where KFCM business is carried out, work related functions, and where such behavior may have an impact on the work relationship, environment or performance.

If you feel that harassment has occurred, please report it to the Market Coordinator and they will recommend that you file a letter with the Board of Directors for an investigation.

Remember, you're on stage when the market opens! Be ready for Business and greet every shopper with a smile.



B. JURY PROCESS

The Jury Committee sets criteria and policy in regard to products sold, season pass administration, rule enforcement and certification compliance.

The Jury Committee will Jury all New Day Vendors on Wednesdays from *mid-April to the end of June each Season, as well as the continued Jurying of past season vendors *(for new products)* if required. Please read page 12 of the Rules of Operation for more detailed information.

Upon completion of the Jurying session, the jury committee will contact all applicants with their decision in a timely manner.

The Jury Committee will advise the Market Coordinator of the jury decision.

The Jury Committee will ensure that all accepted Food Vendors have submitted their Food Safe Certificates and Interior Health Authority and other applicable paperwork: (Health Canada – Cosmetics (Natural product registration number), proof of Liability Insurance and proof of primary place of residence (ie: phone bill, credit card bill, hydro bill, insurance bill etc.) to the Market on an annual basis.

The Jury Committee reserves the right to do random checks along with the Market Coordinator to enforce any vendor reported violations.

Each member of the KFCMS is required to complete an individual application form and Vendor Record form *(Farm, Food, Craft, Concession)* and pay the annual application fee.

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

E. STALL ALLOCATIONS

- 1. The Vendor's location, and other factors of assigning a stall space shall be at the reasoned discretion of the Market Coordinator. In making any determination in this regard, the Market Coordinator shall consider the following; Day Vendors will be moved within the market for each market day. There are no guaranteed stalls.
 - a) The history of neighboring vendors and their cooperation with each other
 - b) The maintenance of good product mix and consumer traffic flow.
 - c) The benefit and disadvantages of placing select products next to each other.
 - d) The quality of the product, its display and presentation.
- 2. Farm Products shall whenever possible, be given priority in stalls designated as "Farm".
- 3. When Season stalls become available, the request will go out to the Season Membership to apply for these stalls first. To qualify for stalls the vendor must be a member in good standing and have attended the Market for a minimum of 15 market days in one Season.

Booking a Stall

<u>Bookings are accepted by email only</u>. 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, and 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 Crafter. Day Vendors must pre-book for each market they wish to attend. (see page 2 of this document)

F. CANCELLATIONS/LATE ARRIVALS/NO-SHOWS

- 4. Cancellations or changes of dates are to be processed through the Market Manager.
- 5. Cancellations without notice (i.e. no-shows) are considered if a Vendor does not call/email/or text and cancel *24 hours before market day, the vendor may be 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 \$50.00, and the 4th offence warrants suspension from the market. The Late or No-Show fee MUST be paid *prior to being able to sell at your next intended market.
- 6. 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)
- 7. A <u>No-Show</u> is defined as not giving notice before 6am on Market Day Emergency Cancellations: on Market day, will be considered a no-show until the Vendor makes contact with the Market Coordinator to explain the reason for the absence before 7am.

G. CRAFT VENDORS

<u>Artisan Standards:</u> Acceptance is based on the variety of goods, originality of design, quality of workmanship and artist involvement. Work should show 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. 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. 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 premade beads, pendants, and stones that are mounted or strung using premade 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.

H. FARM AND WILD HARVESTER VENDORS

- 1) KFCMS welcomes a wide variety of growing and harvesting methods to the Market.
- 2) 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.
- 3) Farmers wanting to sell their products as Naturally Grown need to include notarized affidavit in their application stating that "at no time during the growing season or post-harvest handling of this commodity have any synthetic pesticides, fungicides, herbicides, or fertilizers, been used." In the case of animals, it should read "at no time during the life of the animal have synthetic growth enhancers or medications been used".
- 4) Signage displaying growing methods of edible farm products is 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 and a copy must be given to the Market Coordinator for the Vendors file.
 - 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" or "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 products labels.

All other required permits and licenses shall be brought to the Market and made available when requested. (Example: Food Safe Certificates, Letters of Approval, Permits, Health Canada approvals, Fire inspection sticker etc.)

5) Re-sale of purchased goods is strictly prohibited.

- 6) Quality products such as vine-ripened, fresh produce: high quality baked and prepared foods as well as professional level crafts are expected. Quality products contribute to the positive reputation of both your business and that of the farmers market.
- 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.

I. PREPARED FOOD 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.

Prepared food vendors should consult the *Temporary Food Market Guidelines* available on eatlocal.org or from your local Health Authority before applying to sell at KFCMS Market.

All Prepared Foods must be Juried and accepted to be considered an approved product.

- Vendors who use a home based uninspected kitchen are required to display a sign that is clearly
 visible to the consumer at the point of sale stating that "THIS FOOD HAS BEEN PREPARED IN A
 CLEAN HOME KITCHEN AND NOT IN A KITCHEN INSPECTED BY A REGULATORY AUTHORITY."
- 2. Higher Risk Prepared Foods such as cheese and spreads (does not include eggs, frozen meat, poultry or fish) that are not canned under pressure, must use mechanical refrigeration to maintain a temperature of less than 4 degrees C, or if frozen, less than -18 degrees C. Eggs can be kept in a non-mechanical cooler as long as 4 degrees C is maintained. Frozen meat, poultry or fish can be kept in a non-mechanical cooler as long as the product is maintained in a frozen, hard state at all times. Product that has thawed at any time cannot be re-frozen, and cannot be offered for sale.
- 3. Certified Organic or prepared food products that have a current copy of their certificate on file with the Society may be labelled as "Organic". The vendor can choose to display a "Certification on File" sign or have their certificate publicly displayed at their stall. All other required permits and licenses such as Foodsafe/MarketSafe certificates shall be brought to the Market and made available when requested.
- 4. Attach ingredient labels to all prepared foods sold to eat outside of the market. Display ingredients at point of purchase for items sold to eat at market.
- 5. Prepared food labels must include the name and contact information of the producer.

J. FOOD TRUCK/CONCESSION VENDORS & PREPARED FOOD

- a) All food service Vendors must have a current Mobile Food Service Vendor Permit from Interior Health Authority and be eligible to sell food at Kelowna Farmers' and Crafters' Market. You must Submit permit with your application.
- **b)** At least one operator must have completed the Food-Safe Program and submit a copy of the Food-Safe certificate with application.
- c) Food Service Vendors must carry a <u>minimum of \$1 million Liability insurance</u>, including Product liability. The Kelowna Farmers' and Crafters' Market must be included as an additional insured. Submit proof of insurance with your application or prior to your first market day remember to submit your re-newed insurance with an updated copy.
- **d)** Food Service Vendors must provide their own power, as our site does not have electricity. Approved power sources include: batteries, silent generators (invertors), propane, power packs. Conventional generators require prior approval before use and must be **less than 85dB** as measured at the source.
- **e)** We encourage the advertisement of local food ingredients whenever possible. Clearly display on the outside of your trailer, your menu and ingredients for all items offered for sale.
- **f)** We encourage Food Service Vendors to provide alternatives for those with dietary restrictions (i.e. Gluten Free, Vegetarian, Vegan etc.).
- **g)** No pre-packaged food is acceptable. Food Service (Concession) Vendors may provide one drink option to complement their menu.
- h) The area surrounding the food service vehicle must be kept free of garbage and in good condition at all times and vendors are required to place garbage receptacles for their own garbage requirements and remove them from the site at the end of Market Day.
- i) KFCMS encourages the use of recyclable, earth-friendly take out containers. No Styrofoam please.
- i) Disposal of grey water in the market area is strictly prohibited, please remove off-site.
- **k)** Concession Vendors must supply tables and chairs for their patrons. 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.

K. SAMPLING

- Samples should be portioned off-site and will be transported in clean, sealed containers.
- Any portioning performed on-site requires the vendor to have a Hand Washing Station setup and ready to use for the duration of the Market. A person who has Food-Safe must be present while portioning of samples on-site. Customers cannot cut, divide or otherwise portion product at the market. Any Vendor who is portioning food must not handle money, unless hands are cleaned after each transaction or new gloves are used.
- > Samples are to be displayed in a single layer on a covered plate so they are protected from contamination.
- There should be adequate space between displayed samples to prevent customers from touching more than one sample. Use of toothpicks or other single use utensils are encouraged as are individual, single use containers.

- ➤ Vendors will use tongs, or gloves to handle samples or unpackaged products like bread. No skin to food contact is allowed by vendors. Tongs and gloves cannot touch customer's hands or fingers
- 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.
- ➤ Higher Risk Foods: Visual displays of products which require temperature control, but are displayed outside of Refrigeration for longer the 10 minutes are to be marked as "Display Only" and will not be offered for tasting or sale.
- Samples of foods requiring refrigeration should be made available in small amounts and replenished frequently to ensure food safety standards.
- Individual garbage containers must be supplied by the Vendor and be visible at the stall.
- 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
- Having sanitizing solution (eg: alcohol bases) with adequate concentration on site.
- For full rules regarding "Proper Sampling Methods" please refer to the sampling sheet under Section T in Glossary.

L. PAYMENT, GUARANTEEING STALLS AND INSURANCE

Season fees-Late payment Fees:

NOTE: After payment due date – penalty **fee** of \$50.00 to be included with payment

Payment not received by date of first Market - Vendors who have not submitted their season fee prior to, or on the designated registration date, may be subject to forfeiture of their Seasonal Stall. Season Vendors may take advantage of Installment Plan for payments of fees, but must have payments in to the office by the due date to be eligible. We do not accept late fees for the installment plan after the due date. Post-dated cheques may not be cancelled in the event of a change. The cheque will be deposited as soon as the date is current. The Vendor who has cancelled will receive a refund according to the cancellation policy. Returned cheques will be charged an NSF fee of \$30.00 and further installment payments may be required to be paid with cash.

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

KFCMS Insurance: All Vendors are provided with \$1 million general liability insurance when they register with the KFCMS. This insurance is for trip and fall incidents happening at the market on market day. KFCMS does not cover food poisoning or injury caused to shoppers by a vendor's products. Nor does it cover any incidents that happen within the Vendors stall. Vendors are required to annually submit, and have on file their own Liability insurance to prepare for these possibilities.

KFCMS liability insurance covers the Markets **only** during its advertised hours of operation (from opening to closing bell).

M. MARKET DAY: ARRIVAL TIMES & LATENESS

- The deadline for Vendors entering the site with their vehicle is 45 minutes but no more than
 ½ hours before official opening. Vendors arriving less than 45 minutes before opening will need to park outside the market area and carry their supplies to their Booth.
- 2. Market staff can be reached by cell phone in case of an unforeseen event delaying a vendor's arrival at the Market. Vendors experiencing an unexpected delay are expected to call the Market site cell phone 778-215-4498

N. PARKING AT THE MARKET

Vendor parking is arranged differently each market. Vendors are asked to co-operate with Market Staff when requested to move vehicles or change parking arrangements.

- a) Set-up and take-down are typically chaotic times. Please drive slowly 10 Km/h, in the market area and roll your windows down so as to hear any directions. We appreciate your help in keeping our Market safe.
- b) Parking space at the market is limited. Vendors are asked to remove their vehicle from the market site a minimum of 45 minutes prior to Market opening, unless you have previously made other parking arrangements with the Market Coordinator. The vehicles must safely fit within the allotted stall space and not encroach on your neighbors stall.
- c) Vehicles that are parked in stalls must remain there for the duration of the market and must not start up or leave the stall until 1:15 pm.

O. STALL SETUP, TAKE-DOWN & DISPLAY

- a) Awnings, tables, displays etc., should be assembled by the official opening. Every Market day, no matter the weather, all canopies and umbrellas are required to have sufficient weight on all 4 corners of the stall to keep the cover in place during windy conditions. Sufficient weight is considered to be a minimum of 25 lbs, (11.36kg). per corner(tent leg). In the case of umbrellas, a heavy metal base in addition to 25 lbs, (11.36 kg.) of weight is sufficient. Vendor's who's canopies blow around due to insufficient weight will pay a \$100.00 fine, which is payable at the time of incident.
- b) Stalls are to remain assembled until the official closing, regardless of weather, turn-out or being sold out. Vendors, who have sold out prior to the end, may place a sign saying, "Sold Out" in their stall if they choose to leave their stall. Exceptions to this rule may be requested in writing and may be approved in extenuating circumstances only.
- c) Farm/Food products should be displayed <u>at least 8 inches or (20.32 cm)</u> above ground or floor level to prevent contamination, according to Health regulations.
- d) Vendors must stay within their allotted space while vending and may not extend displays, sampling or equipment into public area, nor distribute literature, or signage outside their stall area. Ensure there is enough room to enter/exit your stall without traveling through your neighbor's booth.
- e) Vendors using appliances that generate heat (i.e. generators, propane heaters) must have a fire extinguisher within easy access at their stall.

- f) Vendors whose products generate waste (e.g., ready-to-eat items and free samples) must provide an easy-to-find trash receptacle at their booth for customers to use. Vendors are strongly encouraged to keep disposable packaging to a minimum. Vendors are responsible for maintaining the cleanliness of their garbage facilities and to remove any garbage from the market site.
- g) All vendors are to clean up their space after the market closes, including sweeping up any debris and removal of trash. On-site trash receptacles in the market in the walkways are for customer disposal only, Vendors must remove their garbage to the metal waste bin provided at the entrance,
- h) Disposal of water & ice should not be done in the market area directing it onto grass or down storm drains is appropriate. Be aware of where water run-off flows when disposing.
- i) Please finalize sales activities by 10 minutes after the closing bell and clear the market area by 90 minutes following the market close.
- j) Vendors can move vehicles back into the market area no sooner that 15 minutes after the closing bell. Please wait for direction by your Market Coordinator.

Q. GENERATOR USE

Electricity is not available at our outdoor site. Prior approval to use a generator is required. Please check with the Market Coordinator before your first Market day.

The following are some guidelines:

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

R. VENDOR NAME/COMPANY DISPLAY SIGNS/PRODUCT INFORMATION - SIGNAGE, PRICING & LABELLING

- 1) Vendors are required to display a sign (visible from at least 20 feet away) bearing their business name. Banners that span the width of the awning and are attached over head on the valance are recommended as they increase vendor visibility to shoppers.
- 2) The use of Flags attached to tents is allowed. Flags must be attached securely to the tent and must be above the tent and in no way obstruct the lower portion of the tent.
- 3) Food Safe certificates must be on file with the Vendors application and at the Vendor's booth. Acceptance/Confirmation letters from Health Authority must also be included in the completed Vendor Application package.

- 4) All items for sale at the market must be clearly marked with their price. Prices of items for sale must utilize one or more of the following signage techniques:
 - a) Individual price stickers on each item, or
 - b) Individual price signs for each type of item or
 - c) A list of prices on a large sign or board
 - d) In the case of volume sales, the minimum weight must be listed as well as the price.
- 5) KFCMS reserves the right to regulate vendor signage and product labelling. KFCMS does not, however, regulate pricing. For stall signage see: (N-d page 17) and (Appendix: 2, page 25) for product labelling.
- 6) All scales must be "legal for trade" and approved by Canada Weights and Measures.
- 7) Pricing of goods sold at the Market should reflect the cost of goods, including labor, marketing expenses and a reasonable profit.
- 8) Sales Tax: For those vendors required to collect tax, KFCMS suggests including taxes in your price. If you choose to do this it is necessary to post a sign saying "Taxes Included".

S. MARKET CURRENCY: see appendix: 3 for currency

- 1. Our Markets have an on-site ATM machine at the Outdoor Market and Indoor Market.
- 2. All Vendors are required to accept Market Bucks and Nutrition Program Coupons as per their designation.
- 3. All KFCMS vendors should accept the following forms of payment. Cash, and Market Bucks', some coupons are not eligible for change familiarize yourself and your staff with the currencies currently valid at the market.
- 4. Market Bucks do not expire, so encourage your customers to save the extra for another time or spend at another on-site Market Vendor.
- 5. Vendors can redeem collected Market bucks at Zelaney's stall after 12:00pm on Market Days.

T. NON COMPLIANCE WITH KFCMS GUIDELINES & 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 offense is immediately correctable, such as exceeding stall or parking boundaries, offenders will be given a verbal notice indicating the offense and requesting compliance with Market rules. The Market 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 offense (new or repeated) occurs, the Market Coordinator shall issue a written warning.

- c) If an offense is not immediately correctable, such as arriving late, offenders will be given a verbal notice indicating the offense and requesting compliance with Market rules. The Market Coordinator shall record the issuance of each notice in a file bearing the Vendor's name. If a second offense (new or repeated) occurs, the Market 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 offense, 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 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 of time deemed appropriate, the vending opportunity of any vendor who has been suspended and continues to re-offend. The Committee may also permanently revoke the vending opportunity of any vendor who has been suspended more than once in a Market Season.
- 12. If a situation arises where a Market 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.

Late Arrival /No Shows:

Vendors arriving late without advising the Market Coordinator (by phone 778-215-4498 or text), are subject to <u>disciplinary action</u>. As well, if a Vendor does not call/email/or text and cancel *24 hours before the market day, the vendor is subject to <u>disciplinary action</u>. The first offence receives a verbal warning. For the 2nd offense, a \$25.00 fine will be levied. *For the 3rd offence, the fine is \$50.00 and the 4th offense warrants suspension from the market. The late of No-Show fee MUST be paid * 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.

<u>A No-Show</u> is defined as not giving notice before 6am on Market day.

<u>Emergency Cancellation</u>: on Market day will be considered a no-show until the Vendor makes contact with the Market Coordinator to explain the reason for the absence.

V. PRODUCT CHALLENGE

- 1. Product Challenges may be made for suspected misrepresentation of product by a Vendor. Vendors can submit a written Comment Form, when they believe another Vendor is misrepresenting his/her product. This form is available from staff at the KFCMS Info Booth.
- 2. A Comment Form must be signed by the person bringing the challenge and should be supported by physical and verbal evidence of the suspected violation. The Product Challenge must be made on the day of, or within the week, the violation is observed; challenges alleging wrongdoings on past occasions will not be accepted.
- 3. The Vendor receiving the Product Challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
- 4. The Market Coordinator and Administrator will conduct a visit to the vendor's place of operation in a timely manner to make a determination on the Product Challenge. If Market Coordinator/Administrator deems it necessary, a third party inspector will be designated.
- 5. Comment Forms are available at the Market Information Booth, because of their sensitive nature they must be returned directly to the Market Coordinator or Administrator in a sealed envelope.
- 6. If the Vendor is found in violation, the Vendor may be fined, suspended or removed from the Market at the discretion of the Board.

<u>Note:</u> Please ensure the basis of your challenge is factual rather than a misunderstanding. Any claim, factual or otherwise, made publicly could be subject to charges of slander or harassment. Protect yourself while protecting the integrity of the Market. Do not air these concerns publicly. Submitted *and signed* Comment Forms are confidential and will be taken seriously by KFCMS.

W. LEAVE OF ABSENCE:

Leave of Absence

Some circumstances may require a Vendor to request a Leave of Absence from the Market. The Vendor must apply to the Board in writing, citing the circumstances for the LOA. Only reasons of Health, Medical, or extenuating family circumstances are acceptable and 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.

X. Selling a Business:

A Season Vendor who has sold their business is not allowed to return to the Market as a Vendor for a minimum of a *3-year period. The sale of their business was completed in good-faith, and was inclusive of the business & its assets, including the seasonal site. The decision to allow a returning vendor to come back to the Market, is at the sole discretion of the Board and Market Management. At such time that the Vendor may want to return, they must apply as a day vendor, as per the standard process (apply online early spring, selection & Jury). If a returning vendor does apply, their product offerings must not be in the same category or skill set as the business they previously sold. No special consideration or accommodations will be extended

to the returning vendor in regard to 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.

Y. GLOSSARY:

Intentional Hawking behaviour: 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.

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.

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.

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

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.

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.

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

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: <u>definition</u>: Buying either from another producer or wholesaler and then re-selling. Reselling is not permitted at KFCMS.

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.

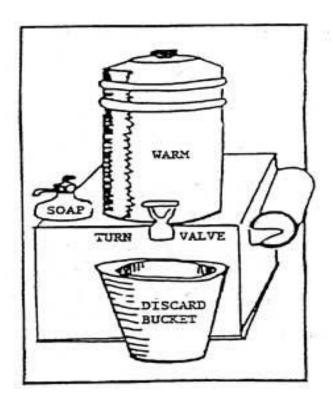
Special Farm Products: Exceptions may be permitted for agricultural items that are Canadian in nature but are not grown in BC (e.g. syrup). These items are only permitted when they are grown or raised by a Vendor's family member.

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.

Appendix: 1



Proper Washing Station

➤ Hand Sanitizer is also appropriate as an additional product

APPENDIX: 2

Product Labels



Speed limit in parking lot is 10 km./h, this is a shared space of Vehicles and pedestrians.

Please Drive Safely





Proper set up of tent with weights on all 4 corners – minimum of 25 lbs.(11.36 kg.) each corner.

Appendix: 3
Market Currency



Market bucks come in \$5.00 increments and never expire.

Market Currency – (Continued)

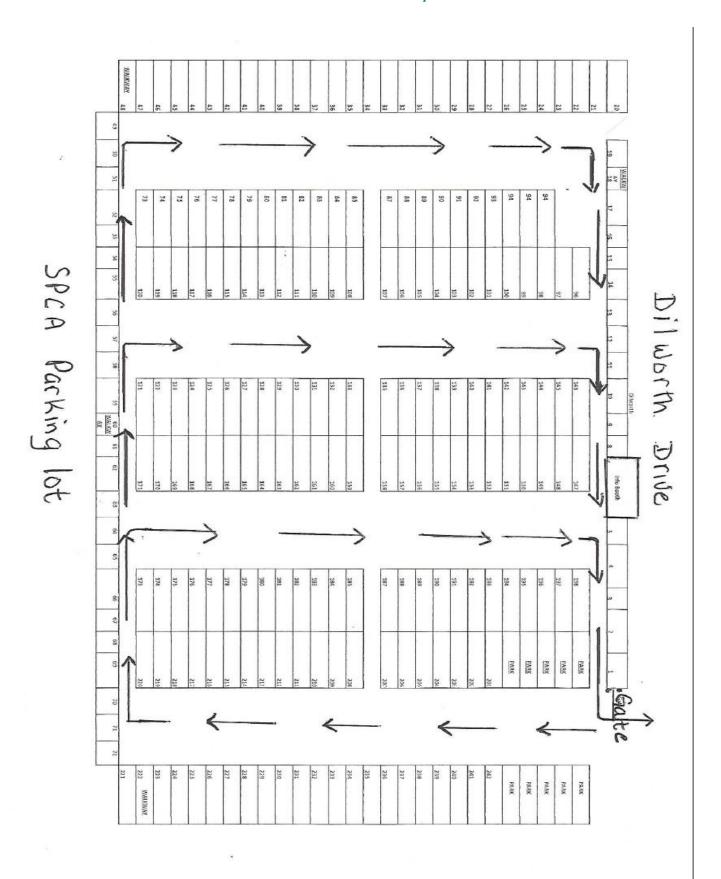
Coupon Program Bucks: (Green) These coupons are supplied by BCAFM (BC Association of Farmers Markets), they are supplied to clients through the Food Bank, The Bridge and Seniors outreach. These coupons are to supplement client's incomes for fresh produce, eggs and Dairy. Cash cannot be redeemed for these and change cannot be given.



Coupon Program Bucks: (Blue): These coupons can be redeemed for produce, fruit, meat, fish, nuts eggs and dairy. Cash cannot be redeemed for these coupons and change cannot be given.



Please note the different colored coupons are for different products.



Kelowna Farmers' & Craft	ters' Market Society		
P.O. Box 21029	First Warning (Verbal)		145101000
Orchard Park Outlet	Second Warning (Written)		KELOWNA
Kelowna, BC V1Y 9N8	Third Warning (Written)		FARMERS'
250 – 878-5029			CRAFTERS'
Kelownafarmersmarket.	<u>ca</u>		MARKET
Kelowna Farmers' and Craft	ers' Market – Letter of Violation		
Date:			
To:			
registration), you are in viol Rules of Operation is necess according to the Rules of Operation is necess according to the Rules of Operation is necess according to the Rules of Operation is necessary and discipled dismissal from the Market in Vendors who arrive late with action. As well, if a Vendor subject to disciplinary action a fine of \$25.00 will be levied warrants suspension from the next intended Market. Season Vendors frequently in the subject to the subjec	armers' and Crafters' Market Rules ation of the regulations listed below sary for you to continue as a vendor peration after a verbal warning and line. The Board, at its discretion, minembership. Warnings will be kept hout advising the Market Co-ordina does not call/email/ or text and carn. The 1st offence receives a verbal led. For the 3rd offence a written war he market. The Late or No-Show featuring late may be subject to the lating circumstances). A No-Show is	v. Immediate and at our market. For two written warring ay impose appropriate for 18 months at the fine at the fine at the fine and the fine at the fine and the fine at the f	d complete compliance with the ailure to conduct Market business nings, actions will be referred to the priate penalties or recommend inths. text, are subject to disciplinary ore the market day, the vendor is nice receives a written warning and is \$50.00 and the 4 th offence prior to being able to sell at your
Violations:			
Market Coordinator		Board M	ember