



Creston Valley Farmers' Market
Rules of Operation

Updated August 2020

Contents

ELIGIBILITY	2
BOOKING MARKET DATES, AND STALL ASSIGNMENT.....	2
STALL RATES, RENTALS AND CANCELLATIONS	3
STALL SETUP AND SAFETY	5
VENDING PROCESS.....	6
PRODUCTS OFFERED	7
FOOD SAFETY	8
FOOD SAMPLES	8
HIGHER RISK FOODS	9
CONDUCT AND COMPLAINTS	9
CONFLICT RESOLUTION POLICY.....	10
PRODUCT CHALLENGE	11

ELIGIBILITY

- Preference will be given to Vendors from Creston and District (Yahk to Riondel). Vendors from outside this area will only be considered if there are not enough local Vendors to fulfill the demand for any given product at the Creston Valley Farmers' Market (the Market).
- Preference will be given to crops grown in the Creston and District (Yahk to Riondel). The Farmers Market manager has the discretion to allow or disallow crops grown outside this area.
- Distributors and commissioned salespeople are not permitted.
- Potential Vendors must submit application via the CVFM website and receive notification of acceptance prior to booking Market dates. Vendor Applications submitted via the CVFM website may take up to two weeks for approval, and longer if additional information is required.
- Vendor acceptance will be at the discretion of the Market Manager. Should an applying Vendor disagree with the Market Manager's decision, a request for appeal may be made in writing to the Creston Valley Food Action Coalition Board (the Board). The decision on the outcome of the appeal will be governed by the CVFM Rules of Operation (the Regulations), and the decision of the Board will be final.
- Franchises and chains are not allowed. Vendors with retail locations may be allowed in exceptional circumstances at the discretion of the market manager and or the CVFAC Board. Farm gate sales are not considered retail locations.
- The Market manager may request site visitation to ensure eligibility.
- In times of Provincial emergency, the Creston Valley Farmers Market must adhere to rules and guidelines set out by the authorities and agencies of the province of British Columbia. As such rules may change in order to maintain compliance.
- The Creston Valley Farmers Market is a member of the British Columbia Association of Farmers Markets and adheres to the membership rules and guidelines.

<https://bcfarmersmarket.org/app/uploads/2019/03/BCAFM-Farmers-Market-Membership-Policy-OFFICIAL-Approved-by-BCAFM-Board-Nov-3-2018.pdf>

BOOKING MARKET DATES, AND STALL ASSIGNMENT

- Market dates must be booked in advance via crestonvalleyfarmersmarket.ca or in writing via email to cvfarmersmarket@gmail.com.
- Market stalls will be allocated, and market layout will be conveyed to Vendors no less than 48 hours before the start of the Market. Stalls will be allocated based on Vendor

needs (i.e. access to power or vehicle access stalls) and the discretion of the Market Manager. Creston Valley Food Action Coalition (CVFAC) Members in good standing will be given priority over non-members.

- Although every effort will be made to accommodate the wishes of individual vendors, the Market Manager will determine the allocation of stall sites.
- The Market Manager manages market composition (the allocation and number of vendors in vendor categories) and allocate stall locations accordingly.
- Vendors who pay for an entire season will be provided preferred stall locations.
- Non-profit groups are eligible for one free booth per season (each spring, summer, fall and winter). The number of non-profit groups permitted to attend on any given market day will be at the discretion of the Market Manager.
- While the Market welcomes a diversity of non-profit organizations, it will not permit the promotion of specific political causes, including the signing of petitions or letters of support.
- Groups strictly promoting one political party, or a religious perspective are not considered education/community groups and will not be permitted.

STALL RATES, RENTALS AND CANCELLATIONS

Stall Rates are as follows:	Outdoor Markets	Indoor Markets
1-4 Market(s) Stall Fee / Drop-in Rate (Max. four Markets/year without a CVFAC Membership)	\$25	\$25
Bundle of 5-9 Market(s) - Stall Fee**	\$20	\$20
Bundle of 10-14 Market(s) - Stall Fee**	\$19	\$19
Power	\$5	No cost
Vehicle Stall	\$5	N/A

- Vendors purchasing multiple stall fees at once (bundles) are committing to attend those Markets. Should the Vendor not attend a Market for which they have prepaid, fees for that Market may be carried forward to another Market but will not be refunded.

- To be eligible for bundles you must be a FAC member in good standing
- CVFAC Memberships can be purchased for \$25 once per calendar year. Membership perks include the ability to receive a reduced rate on Market fees when purchasing a bundle of five or more Markets (see chart above), voting at CVFAC Annual General Meeting, and priority Market placement over non-Members.
- Vendors not wishing to purchase a CVFAC Membership will be limited to four Markets per calendar year.
- Vendors are able to rent canopies, tables, and weights for outdoor Markets from The Creston Valley Farmers' Market for a fee. Prices for equipment rentals per Market are:

Canopy (including weights)	\$10
Table	\$10
Canopy and Table (Including weights)	\$15
Weights only (X4)	\$5

- Rental of equipment will be at the discretion of the Farmers' Market Manager and must be requested upon the Market booking. Last minute requests for use of equipment will be accommodated whenever possible.
- Vendors renting equipment from the Farmers' Market are expected to retrieve the equipment from the shed behind the Visitors' Centre prior to setting up their stall, and to return all equipment at the end of the market. A trolley and a wagon will be provided for vendor use. If a vendor fails to comply, a warning will be given. If a vendor fails to comply a second time, a fine of \$25 will be imposed.
- Assistance with market equipment may be provided if market staff and or volunteers are available
- In the case of Special Event Markets held outside the Visitor Centre location, Market Staff will transport equipment to and from the Market site. Vendors will be asked to set up and dismantle equipment, retrieve and return it to designated area as instructed by Market Staff.
- CVFM Equipment only can be stored in the outdoor market shed
- All fees can be paid in cash to the Market Manager, via e transfer (info.cvfac@gmail.com) or via cheque made out to Creston Valley Farmers' Market.
- NSF cheques will be charged a \$40 NSF fee above and beyond the amount of the cheque.

- Cancellation of a Market date must be in writing to CVFarmersMarket@gmail.com at least 72 hours prior to the opening of the Market (prior Wednesday at 9:00am). If the Vendor does not have an email account, they may phone the Market Manager at 250.254.1594.
- Vendors who do not attend a scheduled Market without notice (i.e. no-shows) will be subject their Vendor fee for that Market. A cancellation the day of the Market will be considered a no-show. Vendors will not be allowed to book a Market date until all fees in arrears are paid.
- Vendors who choose to pay onsite and who do not show up for a market date must prepay all future market dates.
- The Market Manager reserves the right to allow exemptions when a cancellation is deemed to have been made due to an emergency situation. These exemptions will be made on a case-by-case basis. The Market Manager may request a letter of explanation from the Vendor in order to assist in decision making.
- Contact Market staff in the case of unexpected delay on Market day. This may not prevent a Vendor's stall from being reassigned.
- No subletting of stalls is permitted. Stall sharing is permitted with permission from the Market Manager.

STALL SETUP AND SAFETY

- Vendors will arrive no more than two hours and no less than 30 minutes prior to the specified opening time of the market (unless approved by the Market Manager). Arriving less than 30 minutes prior to opening time may result in being refused entry to the market and that vendor's stall space will be reassigned.
- In the case of outdoor Markets, **Vendors arriving after 8:30 will not be allowed vehicle access to the Market site.**
- Vendors will move and/or park vendor vehicles as requested by Market staff.
- Vendors will remove vehicles from the market area 30 minutes before official opening when Vendor parking is not part of the stall rental agreement.
- Vendors will place the parking requirements of customers first.
- Vendors will move vehicles back into the vending area no sooner than 15 minutes after the closing bell.
- Vendors will dispose of their garbage by taking it with them and not using the garbage containers at the Market site.
- Stall spaces shall be left garbage free and tidy.
- Stall areas will be 10' X 10'. A maximum of two stalls per Vendor will be permitted at the discretion of the Market Manager.

- Vendors will confine their product display to the boundaries of their stall and not extend into the customer walkways or into the boundaries of other vendors.
- Vendors will complete canopy set-up and product displays by the official start of the market day.
- Vendors are required to have a canopy at their Market stall. All canopies must be weighted on all four legs with either 20 pounds per leg or tied off to ensure the canopy cannot flip. Weights must be physically attached (i.e. Tied) to the awning. Simply placing a weight around the bottom of the let is NOT sufficient. Should a Vendor fail to provide the required weights during set up, weights will be provided by the Market, and the Vendor will be charged the standard weight rental fee.
- Excessive noise (i.e. Noisy generators, loud music from stereos) is not permitted.
- Electricity is available in limited supply for vendor use at an additional cost of \$5per stall.
- Vehicle stalls are available in limited supply for Vendor use at an additional cost of \$5 per stall.
- In all cases, the CVFAC Board and the Market Manager will be the final judge of the acceptability and the appearance of stall setups. All stalls must be clean and tidy and reflect positively on the image of the Market.

VENDING PROCESS

- Vendors will be permitted to sell ONLY the items listed on their application form. Changes and additions to vendor products must be approved by the Market Manager prior to sale. The Market Manager may reject any additions or changes at their discretion. It is best to apply to change your product list a minimum of a week prior to the day of the market in order to avoid disappointment.
- Vendors will commence selling to customers only after the ringing of the Market bell which officially opens the Market day.
- Vendors must leave their stalls open for business until the closing bell. Teardown of stalls may not commence until the closing bell. If a product is sold out, a sign must be placed in the stall space and the stall shall not be torn down until after the closing bell. It is acceptable and encouraged that vendors take down empty tables to keep displays looking abundant. Under no circumstances will a vendor move a vehicle within market grounds during market hours. A fine of \$50 will be imposed if vehicles are move within the market area during market hours.
- Vendors will not bring pets to the market.

- Vendors will refrain from drinking alcohol. Smoking is not permitted within 50 feet of the Market property (including doorways).
- Sales should be finalized by ten minutes after the closing bell.
- Aggressive hawking of products is not permitted. Vendors are encouraged to address shoppers as they pass by the front of their stall and not try to “pull in” customers from other booths.
- Any vendor who is operating an open flame of any kind must have a certified fire extinguisher accessible in their booth.

PRODUCTS OFFERED

- The Creston Valley Farmers’ Market (CVFM) is a member of the BC Association of Farmers’ Markets (BCAFM) and adheres to the “make it, bake it, grow it” guidelines. Only approved products that are made, baked, grown, raised, caught, or wild-harvested by the vendor can be sold, displayed or advertised at the market.
- Only products approved in the Vendor Application may be sold. Any additional products must have prior approval before being sold at the market.
- Home based private business services are allowed at regular stall rates. Examples include knife sharpening, chair massage, therapist/counselor etc.
- Products will be accepted after the following factors are considered: location of the producer, overall product mix and balance, seasonal availability, consumer demand (as determined by the Market Manager), current number of vendors with similar product, producer’s history of compliance with Market Regulations. Inclusion of out of area (Yahk to Riondel) products will be determined by the Market Manager and will be permitted only if the inclusion does not unreasonably compete with local vendors. (E.g. If the market is saturated with the same product by local vendors.)
- All products are to be sold by the producer. Family members living in the same household or immediate family (parent or child of the producer) of the producer may attend instead of a registered vendor or assist a regular vendor. Regular, legal employees involved in the production of the product being sold may attend instead of the registered vendor, providing they are well-versed in affairs of the farm/business and hold all certifications (in the case of food vendors).
- Vendors will provide samples as requested by the CVFM.
- All products for sale must meet the laws, regulations and rules as specified by federal, provincial, and municipal bodies, local health authorities, the CVFM and the certifying body to which the vendor belongs.

- Vendors of soap, cosmetics and supplements will adhere to the notification, testing and labeling regulations set forth by Health Canada and be prepared to show proof of compliance at any given market.
- Resale of purchased goods is strictly prohibited, except for products sold by approved prepared food service vendors.
- The CVFM strongly encourages all vendors to carry product liability insurance.
- All products should be individually priced or have pricing displayed in a clear and obvious manner.
- Proof must be displayed for products claiming to be Organic or Fair Trade, including ingredient claims.
- Ingredients for products must be displayed at market table, or on the product.
- Liquor vendors must adhere to the policy directive from the BC Liquor Control and Licensing Branch. See link:
<https://bcfarmersmarket.org/app/uploads/2019/03/policy-directive-2014-11.pdf>

FOOD SAFETY

- All food vendors are expected to read and comply with the **Guideline for Sale of Foods at Temporary Food Markets**.

<http://www.vch.ca/Documents/Guidelines-for-sale-of-foods-at-temporary-food-markets.pdf>

FOOD SAMPLES

- Samples portioned off-site 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.
- 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
- Samples must be served from within the vendors market stall.
- 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 customers' hands or fingers.
- Customers cannot handle unpackaged prepared foods. If customers touch unpackaged prepared foods, the foods must be either bought by that customer or removed from sale or sampling.

HIGHER RISK FOODS

- For higher risk prepared foods, meat, poultry, fish and shell eggs, vendors must complete an “Application-Sale of Higher Risk food at Temporary Food Markets” and submit it to the local health authority for approval. *A copy of this approval must accompany your application form, however, a copy of previous approval letters from Interior Health are acceptable to CVFM as long as the products listed remain the same.*
- Visual displays of products which require temperature control but are displayed outside of refrigeration for longer than ten minutes are to be marked as display only and not sold (i.e. Eggs).
- Higher risk foods are to be held at the temperature required by Interior Health and be easily assessed.
- All higher risk foods must comply with Health Authority Regulations and must be certified for sale by the Environmental Health Officer.
- All Vendors of high-risk foods must have a copy of their Foodsafe Level I or Marketsafe certificate on file with the Market.

CONDUCT AND COMPLAINTS

- Complaints about other vendors, their products, pricing issues or the overall operation of the market are to be given in writing to the Market Manager in writing. Public airing of these concerns at the Market is not permitted. The Market Manager will consult with the CVFAC board to resolve disputes in accordance with the Rules of Operation of the CVFM and will default to the CVFM Conflict Resolution Policy in the event the issue cannot be resolved on this level. (See Conflict Resolution Policy below). See Product Challenge section below if you have valid concerns about other vendors’ products.
- **Airing of complaints or disagreements on Farmers’ Market or Food Action Coalition social media will not be permitted.** Vendors provoking public altercations or disruptions may be suspended from the market.
- Vendors experiencing any difficulty with customers, health officials, or market volunteers must refer the matter promptly to the Market Manager.
- The Board reserves the right to suspend Vendors’ participation in the CVFM for recorded violations of the Rules of Operation. There will be no refund of paid fees in the event of suspension. Suspension is seen as a last resort.

- The Market and Manager are not responsible for lost, stolen or damaged articles or money.
- The Creston Valley Farmers Market has a zero-tolerance policy for the expression of any form of harassment, discrimination and sexism involving staff, volunteers or vendors. Incidents will be logged. A warning will be issued at the first offence. Offenders will not be allowed to attend 2 subsequent farmers markets if a second incident occurs. Penalties will be increased if warranted.

CONFLICT RESOLUTION POLICY

- All members and Vendors are required to make a good-faith effort to resolve all disputes cordially and privately before filing a grievance.
- Confrontations or open conflict between Vendors in view of the public will not be tolerated and may result in temporary or permanent suspension of Vendor privileges without a refund of membership or booth fees. The Market Manager may issue a temporary suspension at any time at their discretion and will submit a written report to the Board detailing the reason for the suspension. The Board must approve permanent suspensions.
- If resolution cannot be achieved privately, grievances may be submitted, in writing, to the Market Manager. Anonymous grievances will not be accepted. Grievances will be handled with as much confidentiality as possible, however, confidentiality may need to be waived by the complainant in order to facilitate resolution. The Board will receive copies of all written grievances and the responses to those grievances.
- The Market Manager will investigate all written complaints. Subjects of complaints will be given the opportunity to respond to the complaint in writing. The Market Manager will render a decision in keeping with the Creston Valley Farmers' Market Rules of Operation. Complaints submitted verbally to the Market Manager may be upgraded to written complaints at the Manager's discretion, including the name of the complainant.
- The Market Manager may, at any time, submit a complaint to the Board for resolution.
- If a complainant disagrees with the resolution decision of the Market Manager, they may submit, in writing, an appeal to the Board outlining their reasons for their disagreement with the Manager's decision. The decision of the Board on the outcome of the appeal will be governed by the Creston Valley Farmers' Market Rules of Operation and will be final.

PRODUCT CHALLENGE

Please ensure the basis of your challenge is factual rather than a misunderstanding. Any claim, factual or otherwise, made publicly could be subject to charges of slander or harassment. Protect yourself while protecting the integrity of the market; do not air these concerns publicly. We encourage you to talk to the market manager to discuss your concerns prior to submission. Submissions will be taken seriously by CVFM. Please use the form in Appendix A for you challenge.

1. Product Challenges may be made for suspected misrepresentation of product by Vendor. Vendors can submit a written Product Challenge when they believe another Vendor is misrepresenting his/her product. This form is available from the market manager.
2. A Product Challenge must be signed by the person bringing the challenge and should be supported by physical and verbal evidence of the suspected violation. The Product Challenge must be made on the day of, or within the week, the violation is observed; challenges alleging wrongdoings on past occasions will not be accepted.
3. There is a \$50 filing fee, which can be shared by a group of Vendors. This fee is returned to the Challenger if the claim is verified.
4. The Vendor receiving the Product Challenge must respond to the challenge in writing. Failure to admit or deny a challenge may result in a determination that the challenge is valid.
5. The Market Manager will conduct a visit to the vendor's place of operation in a timely manner to make a determination on the Product Challenge.
6. Product challenge forms must be returned directly to the Market Manager or Operations Manager
7. If the Vendor is found in violation, the Vendor may be fined, suspended or removed from the Market at the discretion of the market manager and or the board of the Creston Valley Food Action Coalition.

THE CVFM AND THE CVFAC BOARD RESERVE THE RIGHT TO CHANGE, INTERPRET AND ENFORCE THESE POLICIES AND GUIDELINES AS DEEMED NECESSARY TO MAINTAIN CONSISTENCY AND ENABLE THE SMOOTH FUNCTIONING OF THE MARKET FOR THE BENEFIT OF ALL WHO PARTICIPATE, WHETHER VENDOR OR CUSTOMER IN THE MARKET.

Appendix A

**Vancouver Farmers Markets
Product Challenge Form**

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

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

Name of the vendor about whose product you are inquiring: _____

Specific product(s) about which you are inquiring: _____

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

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

Your name, business name, addresses and phone number:

Signed & Date: _____