

# Policies

February 4, 2022

## Definitions

### **Board of Directors:**

Comprised of five board members, all of who are members of the Market, and also vendors of diverse products at the market. Elected positions, on the Board of directors, result in a two-year term. The elections takes place at the Annual General Meeting (AGM)

### **Market Manager:**

Hired or contracted employee of the RFCM that is paid to oversee the daily operations of the Market. The Manager has the authority to make decisions for the well being of the Market, and implement all Rules and Regulations.

### **Market:**

The market is a place, time or the sum total of all vendors who have been registered for the current season.

### **Stall:**

A 10' x 10' individual space available for rent from the Market.

### **Season Vendor:**

A person that has met eligibility requirements and pays a per market daily rate as specified on the application form, has agreed to abide by the RFCM rules and regulations and produces the products that they sell.

### **Day Vendor:**

A person that has me eligibility requirements and pays a per market daily rate as specified on the application form, has agreed to abide by the RFCM rules and regulations and produces the products they sell.

### **Artisan/Crafter**

A person that produces unique quality products in limited quantities using traditional methods.

### **Prepared Food Vendor:**

A person who sells their own pre-made food or is preparing food at the market.

### **High Risk Food:**

Food that requires health inspection.

### **Farmer:**

A person who grows food on a farm as identified by the BC Tax Assessment Authority.

### **Organic Farmer:**

A person who sells produce that they have produced on their certified organic farm,

### **Non-profit/Community Group:**

Groups that sell products for fundraising purposes or provide free information or services, Any products sold at the market for these purposes must be consistent with the RFCM mandate.

### **Partnership:**

Two or more persons who work together to grow, make or prepare products that they sell at the market.

### **Partners:**

Persons who work together to produce common goods, produce or services for the market.

### **Registered Partnerships:**

Two or more persons that are each registered in the market and are a common vendor selling the product that they have produced together.

### **Shared Vending:**

More than one business or partnership, preparing products independently of each other, sharing one stall/spot.

### **Family:**

An immediate family member, and includes: father, mother, husband, wife, son, daughter, brother and sister.

### **Retailer:**

A person who owns/operates a retail outlet and sells goods or produce not prepared or grown by themselves.

### **Retail Outlet:**

A store that operates within regular posted hours and is defined as a retail outlet on the business license.

### **Farmgate:**

A marketing method whereby farmers sell agricultural produce from the location that is produced directly to the consumer.

## **1 Introduction**

These policies are subject to change. Vendors should contact the Market Manager to ensure they have the most recent copy. Any *Policy* changes must be passed at a General Meeting by a majority vote of qualified voting membership.

## **2 Market Location (operational)**

*The Revelstoke Farm & Craft Market* is located in Grizzly Plaza (100 Mackenzie Avenue), between Victoria Road and First Street, in downtown Revelstoke, BC.

## **3 Governance and Management**

### **3.1 Directors and Officers**

The *Board of Directors* consists of not fewer than 5 elected *RFCM* Full Members.

The general definition or roles, responsibilities, and proceedings or directors and officers are as those set out in the by-laws.

### **3.2 Market Manager**

The Market Manager reports to the *Board of Directors*. The Market Manager has the authority to enforce the policies contained in this document.

## **4 Membership, Fees, and Stalls**

### **4.1 Definition**

A **season vendor** is designated as one having full membership provided that they: have met all eligibility requirements, have submitted their yearly application complete with all the required attachments and have paid for their seasonal stall and membership, in full, by the required date set yearly by the *Board of Directors*. This date must be set prior to the AGM. If said fees are not paid by the set date, that season stall will be assigned to another applicant. All seasonal stall members in good standing have voting privileges at *The Revelstoke Farm & Craft Market* General meeting. Voting by proxy is not permitted.

A **vendor** that vends on a weekly basis is designated as a day vendor and is not eligible to purchase a membership until they have attended six markets at which time they pay for membership and will have voting privileges. Acceptance of a day vendor's application for membership is at the discretion of the board.

General meetings of *The Revelstoke Farm & Craft Market* are closed meetings and may only be attended by members.

### **4.2 Membership**

Membership is restricted to season stall holders and vendors who have attended a minimum of six markets and may only be purchased if you have been accepted as a season vendor or meet the six weeks for weekly vendors. You must apply for both on a yearly basis. Membership shall begin at the conclusion of the "Boards" Membership selection meeting which must be held in March of each year, and which must be held prior to the current year's Annual General Meeting and; Membership will end at the conclusion of the Boards Membership selection meeting for the following membership year, which must be held in March of the following year and must be held prior to the Annual General meeting of the following Membership year. If your season vending privileges have been terminated mid season for not abiding by the *RFCM* rules as determined by the *RFCM* Board of Directors, your membership is also revoked without recourse of any refund of monies paid for either.

### **4.3 Fees**

A once-per-season membership fee is required for seasonal vendors. Only one membership can be bought per seasonal vendor, even if the vendor rents more than one stall/spot.

Membership fees and stall rental fees are recommended by the Board of Directors and must be passed at the Annual General Meeting of the Society.

Seasonal Membership fee \$10.

Seasonal stall/spot \$115.

Weekly stall/spot \$20

Chairs x 2 (Seasonal) \$5. Chairs x 2 (weekly per market day)\$2.

Power price is calculated by dividing the fee charged to the market by the number of vendors using it.

#### 4.4 Stalls

There shall be one business per stall/spot. Sharing of stalls (i.e. two vendors with separate products) is not permitted. Seasonal stalls as well as memberships are non-transferrable. In the event that a seasonal vendor quits, the stall is forfeited. Norefunds are issued after the season has commenced.

Vendors needing power may apply and pay for an outlet if available. Generators are not allowed.

Weights for canopies are mandatory.

#### 4.5 Selection and placement of vendors

Selection and placement of the vendors will be at the discretion of the *Board of Directors* and the Market Manager and will be informed by the following factors.

Availability of space.

Date of submission of registration form.

Diversity of products and services available.

Years of Market participation.

Market Attendance.

The market manager will maintain a tally of vendors within the same product groups as this will help inform selection of new vendors to achieve product diversity.

RFCM will aim to achieve 51% vendors for fresh farm produce (as required by the membership guidelines of The BC Association of Farmers Markets) and may reserve spots for this purpose.

### 5

#### 5.1 Hours of operation

The Revelstoke Farm & Craft Market operates from 8:30 am - 1:00 pm. Vendors may sell until 3 pm on sidewalk spaces. However, any problems outside the advertised market hours (8:30 am - 1:00 pm) are the sole responsibility of the vendor.

#### 5.2 Set-up

Season vendors will be assigned a designated space to be used on each market day but may be subject to change at the discretion of the market manager and board of directors. Day vendors may be moved week to week, depending on the availability of spaces, product similarity and market aesthetics.

Season vendors with a designated spot may commence set-up from 6:00 am Saturday mornings. If a Season vendor with a designated spot does not arrive by 7:15 am s/he loses reservation of the designated spot for that market day.

Vendors must first unload and remove their vehicles before commencing set-up of their booths. Vehicular access to Grizzly Plaza ends at 7:30 am. Vendors' booths must be set-up prior to the opening of the market at 8:30 pm.

The setting up and taking down of market signs, banners and equipment is the responsibility of the Market Manager.

Season vendors are required to contact the Market Manager if unable to attend a particular market day. If two markets are missed without notice, the vendor may lose their designated spot. All vendors are requested to keep the Market Manager informed of their plans to attend the market. All cancellations must be made prior to 6 pm on the Friday prior to market to [revelstoke.market@gmail.com](mailto:revelstoke.market@gmail.com). After the Friday deadline cancellations will be considered a missed market and will result in a \$20 per stall charge which must be paid before vending privileges are resumed. This will also count towards loss of a designated spot. **Emergency cancellations only** will be taken after the Friday deadline and will only be accepted after 6 am Saturday morning.

#### 5.3 Take-down

Vendors must not begin dismantling their booths before the market closes at 1:00 pm, including bad weather days.

Even if a vendor has sold out, canopy/display must remain up until 1:00 pm. Rented chairs must be back in storage by 12:50 pm. Vendors must first dismantle their booths and pack their product, equipment and canopy before bringing their vehicle into Grizzly Plaza for loading. Vendor vehicles can access Mackenzie Avenue beginning at 1:15 pm.

Vendors with stalls close to First Street are permitted to back their vehicles into Mackenzie Avenue using caution.

All other vendor vehicles must access Mackenzie Avenue from Victoria Road at the specified time,

Mackenzie Avenue is one-way only in the area of Grizzly Plaza between Victoria Road and First Street. Public vehicle access to Mackenzie Avenue begins at 2:00 pm during July & August. For safety reasons, vendors should have their product/equipment/canopies and vehicles removed from the street by this time.

## **6 Sales of Products And Services**

### **6.1 Eligibility of products and services**

The mandate of *The Revelstoke Farm and Craft Market* is that vendors must “make it, bake it or grow it”.

Only approved products that are handcrafted, baked, grown, raised, caught or wild-harvested by the vendor can be sold at the *RFCM*. Quality product such as vine-ripened, fresh produce, high quality baked and prepared foods, as well as professional level hand crafted items are expected,

A Farm vendor may only sell produce that has been grown or produced on a farm, garden or orchard on his/her property or leased land. Products that are wild-harvested may also be approved for sale at the *RFCM*.

Handcrafted items produced by the vendor are only permitted. Products must be quality handcrafted work where the starting material has been significantly altered and enhanced by the artisan/crafter.

Commercially produced items do not fit the mandate of a farmers’ market. Buying wholesale is not permitted.

Operators/owners of retail outlets are not permitted to sell at the market, unless it is a farm-gate or home-based operation. *RFCM* reserves the right to conduct an inspection of vendors’ premises to determine the authenticity of the product and its production.

Eligibility examples:

A vendor who owns/operates a small shop in which his/her product is sold, even if s/he makes the product is not eligible.

A vendor who markets his/her product in a commercial outlet which s/he does not own/lease/operate is eligible.

A vendor who is a licensed manufacturer (winery, brewery, distillery) with one on-site-store if compliant with all other market rules is eligible. No home brews or U-brews are permitted.

A vendor who sells handmade crafts and produce made or grown by others is not eligible.

### **6.2 Sale of products**

Vendors may only sell those products or services listed on their application form and approved by the Market Manager. Additional items may not be introduced during the market season without the permission of the Market Manager.

All products must be sold by the producer of an immediate family member (father, mother, husband, wife, partner, son or daughter). An unrelated helper/employee may also sell for a vendor as long as the producer is present. If a farmer cannot attend the market, an exception can be made to enable a farmer to be represented by a farm employee, for a maximum of two times, if no other family member is available. The market manager must be contacted prior to the market that the farmer will be represented by an employee.

All signs, products, displays and chairs must be located within the allocated 10' x 10' stall area.

Vendors must sell from this stationary space. There shall be no hawking, leafleting or badgering of the public.

Vendors are expected to not to openly solicit business or customers.

Vendors may not demonstrate or display products or services outside the area of their stall/spot.

Vendors are responsible for their own protection from the elements and for all materials, tables and equipment required for their booths.

### **6.3 Sale of Food and beverages**

It is the vendors’ responsibility to read, understand and comply with all guidelines in the most recent version of the *Guideline for Sale of Foods at Temporary Food Markets*.

Vendors must submit an application and receive documented approval from the local Health Authority for their food or beverage product before being permitted to vend at *RFCM*. The Market Manager can refer vendors to a copy of the *Guidelines*, as well as provide the address to which applications should be submitted. Vendors must have a copy of their documented approval with them at all markets for presentation to an inspecting Environmental Health Officer or to the Market Manager. The Market Manager will also keep a copy of all approvals on file.

As noted in the *Guidelines*, letters of acceptance/confirmation from the local Health Authority do not have an expiry date. However, acceptance is conditional to no changes being made to the process or composition of the approved food(s).

### **6.4 Ensuring truthful organic claims**

Vendors claiming to have organic products are required to submit a copy of their *Organic Certification Status Certificate* to the Market Manager prior to advertising and vending their produce or products. It is an offense under the *Food and Drugs Act*, as well as the *Consumer Packaging and Labeling Act*, to use the term “organic” without meeting the certification requirements of an independent organic certification body.

## **6.5 Other**

Vendors may not make false, misleading or deceptive claims within their labeling, treatment, processing, selling or advertising of their products, nor create an erroneous impression regarding the character, value, composition, merit or safety of their products. Vendors selling products by weight must have government approved scales.

Products must be clearly priced.

It is the vendor's responsibility to collect and remit GST/PST where applicable.

## **7 General Conduct**

### **7.1 Health and Safety**

The vendor's space must be kept clean and free of hazards. It is the vendor's responsibility to remove any waste left by themselves or their patrons. Tables must be clean and neat in appearance, table coverings are encouraged.

Table coverings are mandatory at the Christmas Market.

Vendors and their helpers must wear shirts and footwear.

Vendors and their helpers are not permitted to bring animals to the market with the exception of service dogs with government certification.

Smoking is not permitted by vendors or patrons in or within 8 meters of the market as per city clean air bylaw #1632.

### **7.2 Behavior**

Vendors are expected to treat each other, patrons, *RFCM Board of Directors* and the Market Manager with respect and common courtesy.

### **7.3 Dispute Resolution**

Vendors should attempt to resolve disagreements with each other before involving the Market Manager or *Directors*. Complaints about other vendors, their products, pricing issues or the operation of the Market, are to be given to the Market Manager.

Complaint forms are available from the Market Manager.

### **7.4 Non-compliance with The Revelstoke Farm & Craft Market Policies and Bylaws**

The RFCM has established Policies to ensure that the Market meets the objectives of the vendors, consumers and the Society. The *RFCM Board of Directors* and Management will implement and enforce all the Policies pertaining to the operation of the Market in a fair and equitable manner. The *RFCM Board of Directors* may prohibit any person from renting stall space and reserves the right to suspend a vendor/s participation in the Market after a specified number of recorded violations of the Policies. This also includes refusal to abide by decisions made by the *RFCM Board of Directors*.

Non-compliance is handled as follows.

**1st offense - written warning**

**2nd offense - written warning and possible loss of right to set up and sell at the next scheduled RFCM**

**3rd offense - loss of the right to set up and sell at the RFCM for the remainder of the season.**

**4th offense - loss of the right to set up and sell at the RFCM ... forever.**

**For a serious infraction of the policies, the first three offense results can be bypassed.**

## **8 Non-Profit/community Groups**

### **8.1 fees**

Non-profit/community groups do not pay a stall/spot rental or membership fee.

### **8.2 Booking**

The Market Manager is responsible for booking interested non-profit/community groups/ Non-profit/community groups must book with the Market Manager in advance of the assigned market day. A maximum of two non-profit/community groups can be present at each market day. A non-profit/community group can pre-reserve up to two markets per season. After they have participated in two markets, and if they are interested in participating in more market days, it is at the discretion of the Market Manager to invite them to participate to fill gaps when other groups have not expressed an interest in participating. This is to ensure that there are sufficient opportunities for a broad range of groups to participate. Political and religious groups may not be represented at the *RFCM*.

### **8.3 Procedures and regulations governing non-profit/community groups**

With the exception of fees and membership, non-profit/community groups must follow all other policies as set out in this document. In particular, set-up and take-down of non-profit/community group tables must follow the rules contained herein. Also, if products or services are for sale for fundraising or other purposes (er. Sale of baked goods or T-shirts) these products and services must be consistent with the *RFCM* mandate (i.e. the group's members/representatives must have made, grown, or baked the products). Non-profit/community groups must abide by the no hawking rules. Non-profit/community groups must set up in the designated spot in front of the *Royal Bank* (in front of the deposit box)

Non-Profit/community groups may not occupy market stalls, even when available.

## **9 Insurance**

The Revelstoke Farm and Craft Market has limited liability insurance coverage. This DOES NOT cover incidences that are directly related to a vendors' product, displays, canopy or actions. We suggest and encourage that all vendors carry their own liability insurance.

BCAFM has a vendor insurance plan available.

[www.bcfarmersmarket.org/vendor-insurance-program](http://www.bcfarmersmarket.org/vendor-insurance-program)