

# PRINCE GEORGE FARMERS' MARKET RULES

(Reviewed and Revised October 2011)

## I. General

1. A successful Farmers' Market requires a mix of products. The following mix of products is desired: local foods 60% or more, with local crafts 40% or less.
2. Vendors must grow (or raise), bake (or cook), or make the products that they vend.
3. Complete an Application Form each year and receive approval prior to vending.
4. Vendor stall spaces for indoor are approx. 5'x7.5' or 6'x6'. Vendor stall space for outdoor is 10'x10'.

## II. Hours

1. Market hours: each Saturday 8:30am – 2:00pm “Year Round”.
2. Vendors may sell earlier to make the most of the freshness of their products for optimum sales.

**Note:** See “Stall Set-up and Space Details” for more on hours.

## III. Market Boundary

1. Anyone living within the School District #57 boundary may apply to the PGFM.

## IV. Membership

1. A Member in good standing means a person applied for and has been approved for membership and has paid the Annual Membership Dues. Membership entitles a member to:

- vend at the Market if approved;
- receive the PGFM newsletter;
- apply to assist the PGFM Board of Directors;
- apply to join Committees;
- attend the PGFM General Meetings and Annual General Meeting;
- seek election to the PGFM Board of Directors;
- vote at PGFM meetings.
- insurance coverage against client injury claims.

## V. Insurance

The PGFMA commercial property insurance does **NOT** provide coverage for:

- damage to the property that the PGFM may rent/lease, other than break-ins or vandalism.
- claims from a **vendor** who injures him/herself in the building or on the exterior site.

- damage caused to any **vendor's** product, inventory or structure.
- food poisoning or injury caused to shoppers by a vendor's products. Vendors are encouraged to have their own liability insurance to prepare for these possibilities.

\*It is recommended that vendors secure their own insurance policy for product and liability.

## **VI. Selling of Goods**

1. All food items sold at the PGFM will be prepared in accordance with local health regulations.
2. Only approved products from approved Vendors may be sold at the Market. If an approved Vendor wants to sell an item(s) not previously approved, they must first advise the Market Manager, revise their Application Form and wait for approval (or not) to sell the "new" item(s). The item(s) may NOT be displayed or sold until approval has been given.
3. Products may be accepted after the following factors are considered:
  - Overall product mix and balance
  - Seasonal availability
  - Consumer demand
  - Current number of vendors with similar product
  - Producer's history of selling such product
  - Producer's history of compliance with Market guidelines
4. Products grown or produced at a location, or by an individual not identified on the Application Form are not eligible for sale, until a revised Application Form is submitted to the Market Manager and approved.
5. Foods sold must be produced within the PGFM boundary. A vendor, with permission from the Board of Directors, may sell other BC grown foods to cover shortcomings. However, clear labeling, stating source of produce, is required.
6. Vendors preparing food in a private residence (eg: Home Bakers) are permitted to sell non-hazardous, **low risk** foods. (A copy of Temporary Food Markets Guidelines is online: <http://www.northernhealth.ca/YourHealth/EnvironmentalHealth/FoodSafety.aspx> or call Northern Health Authority at 250-565-2150)
7. All vendors are recommended to attend a Market Safe training provided by Northern Health.
8. Northern Health Authority must approve all hazardous, **higher risk** food items prior to their being sold at the Market and the Market Manager must receive copies of all paperwork for filing.
9. No flea market or second hand goods are permitted.

## **VII. Who May Sell**

1. Approved applicants are responsible for having their replacement representatives in compliance with all Market Rules & Regulations.
2. Approved Vendors must attend the Markets they have been accepted at. Family members living with the producer or employees involved in the production may attend instead of the 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 Board and must be approved in advance.
3. Vendors from outside School District #57 (eg: fruit vendors) require special permission to vend.

## **VIII. Definition: Artisan Product(s)**

1. Artisan Product(s) must be handcrafted in B.C. and approved by the Board of Directors.
2. Artisan Product(s) must be created by the artisan and/or family members.
3. To qualify as an Artisan Product, an item must have acquired a substantial part of its value from the crafting of the vendor or the vendor's family.
4. Artisan Product(s) does not include commercial, imported or second hand product.

## **IX. Challenge of Product(s)**

1. Any person has the right to raise concerns regarding a Product.
2. All concerns must be written, signed and brought to the attention of the Market Manager.
3. The Market Manager will forward the concern to the Board of Directors.
4. The Board of Directors will decide if there are sufficient grounds to the concern raised to launch a formal investigation.
5. If a formal investigation is launch, the protocol will be as follows :
  - a. A Board Member will approach the vendor of the challenged product with a copy of the received concern and a letter from the Board of Directors acknowledging the said concern.
  - b. The Vendor will have the opportunity to provide a written response.
  - c. The vendor who doesn't provide any response within 10 days of the reception of a letter from the Board of Directors is presumed to accept the fact that the challenged product does not meet the Market criteria and will remove the challenged items immediately.
  - d. If the Vendor's response is satisfactory to the Board of Directors and addresses the concerns raised there will be no further action. The Board of Directors will give the vendor a written notice indicating that the Board is satisfied that the challenged product(s) meets the definition of the Farmers' Market definition of "Artisan Product".
  - e. If the Board of Directors, upon reviewing the Vendor's response, decides the concerns are not addressed, they will give the vendor a written notice indicating that a decision has been made and that the Board of Directors doesn't believe that the challenged product meets the Farmers' Market definition of "Artisan Product". The notice will ask the vendor to remove the challenged product from his/her display immediately.

- f. A decision from the Board of Directors is final and without appeal.
- g. Once a product has been challenged, and has received the Board of Directors approval, a copy of the decision will be kept on record. The Board of Directors will have the option to investigate new challenges of previously challenged products.

#### **X. Labeling/Health**

1. Food labeling shall comply with Canadian Food Inspection Agency guidelines, Northern Health Authorities and the PGFM Rules.
2. Value-added food items must meet labeling, packaging and health laws.
3. To update your Application Form or for New Applicants, contact the Market Manager or download an Application Form at [www.farmersmarketpg.ca](http://www.farmersmarketpg.ca)
4. Inspections will be randomly made throughout the year to ensure health requirements are being observed and that only items on an Application form are being offered for sale.
5. A violation will result in a verbal warning issued by the Market Manager and removal of the item(s) from sale until correction has been made.

#### **XI. The Application Process**

##### **Procedure to become an approved vendor of the PGFM:**

1. Read the PGFM Rules.
2. Completely fill out the Application Form which can be downloaded from the website: [www.farmersmarketpg.ca](http://www.farmersmarketpg.ca) or ask the Market Manager for a copy.
3. Return the completed Application Form to the Market Manager either by mail or in person. Your application form will then go to the Board of Directors for vendor probationary approval.
4. An Annual Membership Fee, amount to be determined by the membership each year at the Annual General Meeting, is due immediately following the vendor's probation period (see Application Form for explanation of the probation period).
5. All food vendors must provide, along with their Application Form, a copy of their Food Safe Certificate and all documentation required by the local Health Authority or the PGFM.
6. Deadline to renew Application Forms is February of each year. Those returning vendors submitting their completed Application Form and paying the Annual Membership Fee in February will secure a vending space. Vendors applying after the month of February will be considered by the Market Manager based on previous year's locations and specific needs. The Market Manager or designate will make the final decision regarding vending based on space availability.

7. The Market Manager will respond to returning vendor application forms with any required changes, and new applicants within 7-10 days of receipt of all documentation and Board approval.
8. New Vendors: If your application to vend is approved, you will be contacted by the Market Manager of the next available day to vend.

## **XII. Standards of Conduct**

1. By signing the Application Form, a vendor agrees to abide by all PGFM Rules.
2. All vendors shall adhere to and support a respectful Market. This requires that all staff, vendors & volunteers working on behalf of the PGFM shall be treated with respect. Any complaints or grievances about staff, vendors or volunteers must be taken to the President, in writing. Consequences for violation of the respect principle will result in the following process:
  - First offence: verbal reminder
  - Second offence: written warning
  - Third offence: 2 week suspension of vending privileges.
  - Forth offence: The Board of Directors will remove privileges to vend...for one year?

**Note:** The Market Manager, with at least one Board member present, has the right to immediately remove an offending vendor from the premises based on the severity of the violation. A follow-up meeting will be organized with all parties involved within a reasonable time frame.

3. To further maintain a positive atmosphere, vendors shall bring concerns about the market to the Market Manager or President, not to customers or other vendors.
4. Hawking of products is not permitted. Hawking is: selling one's wares in an aggressive manner. For example, calling out to a shopper as they pass one's stall or standing outside one's stall to attract shoppers.
5. All PGFM participants are expected to act in an honest and courteous manner to shoppers, staff, other market participants and volunteers. Vendors should ask the Market Manager for assistance if a situation becomes difficult.
6. Vendors experiencing any difficulty with customers or another vendor shall refer the matter promptly to the Market Manager.
7. Vendors are not permitted to smoke anywhere in the Market area.
8. Alcohol or drugs in any form is not permitted within the Market area.
9. Vendors may not bring pets to the Market.

10. Because we are here to celebrate a healthy and diverse community, any organizations or individuals promoting any form of prejudice, such as homophobia, racism and sexism, are not welcome and will be required to dismantle their display and leave the market immediately.

### **XIII. Vending Fees & Guaranteeing Stalls**

1. A booth fee, as set by the membership, must be paid at each market unless booth is prepaid. Collection of booth fees will be at approximately 10:00am. It is expected that vendors have their booth fees available at that time and are not dependant on sales.
2. Stall assignments will be guaranteed only until **8:00am**. After this time, vacant spaces may be allocated on a first come, first served basis to others.
3. Advance payment may include post-dated cheques or an arrangement that is agreed upon with the Market Manager and Treasurer.
4. Vendors must replace any NSF cheques immediately after being notified by the Treasurer or Market Manager. The vendor will then be expected to pay any additional charges according to the bank charges to the Market.
5. The fees for vending indoor year round and outdoor seasonal are determined each year at the Annual General Meeting by the Membership.

### **XIV. Cancellation & Changes**

1. Vendors who are not able to attend a market are required to notify the Market Manager by phone or email the Thursday prior to the next Market.
2. Vendors are required to notify the Market Manager the Wednesday prior to returning from an absence.
3. In the case of a known absence by a prepaid vendor, that vendor may replace themselves with another pre-approved PGFM Vendor if the Market Manager has been notified.
4. No refunds will be issued on prepaid booths, unless exceptional circumstances apply; at the discretion of the Treasurer.

### **XV. Stall Set-up & Space Details**

1. New or occasional vendor may not set up without the Market Manager's permission or direction.
2. Vendors **MUST** be onsite by 8am with vehicles removed from the market site by 8:15am. Vendors who arrival late (after 8:30am) will be asked to park their vehicle outside the market area and carry their supplies to their stall. This infraction will activate the same process as outlined in Section X. Standards of Conduct.
3. The Vendor's location, stall size and other factors of assigning a stall space shall be at the reasoned discretion of the Market Manager. In making any determination in this regard, the Market Manager shall consider the following:

- The maintenance of good product mix and consumer traffic flow,
  - The principles of good marketing and product promotion,
  - The benefit and disadvantages of placing select products next to each other,
  - The history of neighboring vendors and their cooperation with each other,
  - The quality of the product, its display and presentation,
  - Access/requirement for electricity,
  - Personal needs (as possible).
4. No Vendor may assign, share, sublet or sell their market stall to another vendor without the involvement/approval of the Market Manager.
  5. Vendors must stay within their allocated space while vending and may not set up displays nor distribute literature or samples outside of their stall area and must keep walkway free & clear with consideration to neighboring vendors.
  6. Vendors are responsible for keeping their space attractive, safe and sanitary during market hours and for cleaning up their space after the market closes, including sweeping up of any debris and removal of trash. An additional fee for any clean-up by the Market Manager may be applied.
  7. Vendors, whose products generate waste, must provide an easy-to-find trash receptacle at their booth for customers to use. Vendors are strongly encouraged to keep disposable packaging to an absolute minimum.
  8. All vendors must remove their trash at the end of the day. On-site trash receptacles are NOT to be used by Market Vendors.
  9. No open flame or propane cooking.
  10. Vendors, who are cooking, must operate in a Food Safe manner and in accordance with the Temporary Food Markets Guidelines.
  11. Indoor vendors are required to sign up for building clean-up duties. Year round vendors (May-April) must sign up 3 times each, and winter vendors (Oct.-April) must sign up 2 times each.  
  
A “Clean-up Instruction” and “Sign-up List” is posted in the kitchen.  
  
**Requested change: Indoor vendors are required to participate in building clean-up. A cleaning schedule will be determined by the Facilities Committee.**
  12. Indoor Vendors are required to supply their own chair and table covering; 6’ tables may be provided upon request.

13. Outdoor Vendors are required to supply their own shelter (optional), but MUST have all four corners secured at all times, chair(s), table and table coverings. Vendors whose shelters are unsecured will be asked to remove them.
14. Vending from trucks or cars is not permitted unless special permission has been obtained from the Board.
15. Trailers may be used, with permission.
16. Vendors are to limit themselves to 15 minutes for unloading. Vehicles are to be parked away from the Market area prior to setting up vendor stall.

**XVI. Signage for Vendor Stalls**

1. Vendors are encouraged to display a sign bearing their business name.
2. 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:
  - Individual price stickers on each item,
  - Individual price signs for each type of item, or
  - A list of prices on a large sign or board.
3. Signage displaying how you grow, make or bake your product is not mandatory, but is a good way to educate our shoppers.
4. All required permits and licenses shall be brought to the Market and made available when requested. Organic certification shall be prominently displayed during selling hours or proof of enrollment in the Verification Program must be presented.
5. Only certified organic or bio-dynamic farm or prepared food products that have a current copy of their certificate on file with the PGFM may be labeled as “organic” or “bio-dynamic”. The certificate must be posted in the Vendor’s stall where shoppers can easily read it.
6. The PGFM reserves the right to regulate Vendor signage and product labeling.
7. “Out of Booth” signage is not permitted unless prior approval has been given by the Board of Directors.

**XVII. Take Down of Stalls**

1. Sold out Vendors may leave early, provided their site is clean and they have notified the Market Manager.
2. If a Vendor knows in advance that they must leave early i.e.: to attend an event/function/appointment, they must notify the Market Manager early that morning.

Loading arrangements must first be discussed and approved by the Market Manager.

3. When Vendors are leaving the Market, all products must be packed up and ready for loading prior to retrieving your vehicle.
4. Third Ave. will be opened at 2:00pm.

\*Please allow for customers to exit in a safe environment and time for Vendors to dismantle their booths.

5. If a vendor tears down early, without prior permission, this infraction will activate the same process as outlined in Section X. Standards of Conduct.

#### **XVIII. Vendor Parking**

**\*Parking stalls close to the Market are for customer use.**

1. Vendors are not permitted to park on George St. between 2<sup>nd</sup> & 4<sup>th</sup> Avenues or 3<sup>rd</sup> Ave. between Dominion & George St. Vendors have permission to park for free in the Regional District parking lot on the corner of 1<sup>st</sup> & George St. unless the Regional District has a function.
2. Fruit trucks are permitted to park on the Market perimeter with approval from the Board.
3. Third Ave. between George St. & Queensway is closed to traffic during summer Market hours only. If an emergency arises, please notify the Market Manager and arrangements will be made via the laneway.

#### **XIX. Community, Education & Entertainment Groups**

1. A minimum of one space will be reserved for Community, Education & Entertainment groups at each Market. These are for non-profit organizations which in some way contribute to the environmental, social or cultural health of the community. Attendance at each Market must be pre-booked through the Market Manager. Priority may be given to groups who have not yet had a space at the Market.
2. At the discretion of the Board of Directors, Community, Education & Entertainment Groups may have items for sale.
3. The Board will have absolute discretion to decide which groups may participate at the Market and to what extent. The Board will encourage the participation of Community, Education & Entertainment groups which hold a similar philosophy as that upon which the Market was founded.
4. Busking is permitted within the Market. If a Vendor is disturbed in any way by a Busker, they are to notify the Market Manager of their concern.