

**Okanagan Community Market Association
(DBA - Peachland Farmers & Crafters Market)
2021 POLICIES & REGULATIONS**

Management

1-The Board of Directors of the Okanagan Community Market Association, a non-profit society, governs the Peachland Farmers & Crafters Market.

The Board members are current vendors with vast experience in business and markets. In addition to being fiscally responsible, it is also the Board's responsibility to ensure that our governance ensures the safety, well being and enjoyment of all customers, volunteers, staff, and vendors. Therefore, the Board has developed a set of Policies & Regulations for all market vendors, staff & volunteers.

2- To be accepted as a vendor, you must read and agree to comply with the Policies & Regulations. Our Market Manager oversees all vendors and is responsible for following the directives of the Board.

Harassment, Disturbance &/OR Failure to follow Application Contract &/or Policies & Regulations

Harassment and disturbance, including offensive language or actions, of any kind will not be tolerated. Out of respect for others, there shall be no hawking, accosting, soliciting, or badgering of the public.

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

We are committed to provide and maintain a safe, dignified, and enjoyable family friendly environment for our customers, vendors, and staff. It is expected that all contact between vendors and all others be respectful, courteous, and professional always.

Disciplinary action will be taken in the event of all occurrences. **This action may be in the form of a verbal or written warning, it may include the loss of Seasonal status or it may result in limited or permanent termination with the Market. All occurrences are recorded.**

Complaints & Concerns

All complaints or concerns are to be addressed in writing, firstly to the Market Manager and/or secondly to the Board of Directors.

All complaints and concerns are kept in confidence. Complaints about other vendors, their products, pricing issues or the operation of the market are to be given in writing to the Market Coordinator or e-mailed to okangancommunitymarkets@gmail.com

Public airing of these concerns with Vendors, or Board of Directors at the Market is not permitted at any time, all complaints are to be in writing and given to the Market Coordinator as the first point of contact. All complaints and comments are kept in confidence and are given to the Board of Directors.

Fees

An annual fee, as set by the membership at the annual general meeting, is required to sell at Peachland Farmers & Crafters Market.

Daily Stall Fees consist of a single stall (10ft) per Market day.

The Market's stall fee structures are attached to the Vendor Application Forms and are revised annually.

Vendors submitting cheques that are returned for insufficient funds shall be assessed a penalty of \$30 and be required to immediately rectify their default in a form of payment suitable to the Board/Jury Committee. If a vendor is a repeat offender, they may not be permitted entry to the Market. All Fees are non-refundable.

As a condition of participation, Peachland Farmers & Crafters Market requires all participants to sign an application agreeing to abide by all regulations as set forth in this document. If approved, the Vendor's application will constitute their contract with Peachland Farmers & Crafters Market.

All individuals associated with the Vendor's Business who may be participating at the Market must be named on the application.

The original application must list all products to be sold by the vendor for the season. Any items a vendor wishes to add during the season must have a separate approval from the Market Manager.

The Board may occasionally grant permission to a vendor or group of vendors if they feel the vendor's specialty products will significantly enhance the overall experience for the market's customers.

No individual vendor may assign, share, sublet or sell their market space to another vendor. The Board reserves the right to refuse any vendor or product.

For additional frontage requirements, please apply for additional 10' X 10' space.

Weather (on Market Day)

This market is open regardless of rain, wind, or temperature changes. Only the Market Manager is authorized to completely shut down the market (following a consultation with the Board). Extreme wind and rain events happen occasionally AND are usually of a short duration. The market is right beside the lake so unexpected wind gusts may also happen with no notice.

Vendors need to be sure their tent/umbrella, etc. is securely anchored as per OCMA's Policy & Regulations. Failure to comply with this requirement will result in the vendor being required to immediately take the canopy &/or walls off or close their umbrella. Vendors should always be prepared to add additional weight to the tent legs during poor weather conditions.

During extreme wind events vendors are well advised to safely remove their tent canopy and/or walls. All vendors need to be prepared to remain on site during weather changes. Vendors need to be sure they have some way to protect their product from the elements such as, but not limited to, plastic containers &/or secured plastic covers over your product and tables.

Vendors are not permitted to pack up their products and load their vehicles, for any reason prior to the official market closing time, without the consent of the Market Manager.

All Vendors

A Farmer Vendor is defined as a vendor who sells a product that has been grown or produced on a farm, garden, orchard on his/her property or leased land: examples are fruit, vegetables, and animal products.

A Food Vendor is a vendor that makes food products that are packaged and ready to take-away, but not consumed on Market site.

A Crafter/Artisan Vendor is a vendor that makes practical or decorative articles such as jewelry, soap, bird houses, ceramics, cutting boards, sculptures, and paintings, etc.

A Concession Vendor is a vendor who may have a truck or cart that has food prepared on site for immediate consumption, for example: soup, fries, hot sandwiches, plated meals, sausages, etc., and requires extra space for (seating) tables & chairs.

Vendors require approval of the Market Manager for sale of any product at Peachland Farmers and Crafters Market.

New starting 2021

Season Vendors who produce Soaps and/or Cosmetic products, supply a service (i.e.: Massage, face painting, Henna tattoo, reflexology etc.), handle food (baking, concession, meat products, cheeses, etc.), sell prepared food (jams, canned goods, preserves, etc.) must have current Liability Insurance. Vendors that are required to carry Liability Insurance must have applicable insurance in which the Okanagan Community Markets Association is named as a third party and indemnified and kept safe from all claims of wrongful behavior or liability on the part of the Vendor. Vendors who are required to have liability insurance must provide a copy annually with their application form to be kept in their file.

All products sold must meet basic expectations of product life, function, and safety.

The Market Manager or Board of Directors reserve the right at any time to ask for further information, pictures, a site visit, etc. regarding any/all products a vendor wishes to sell.

All vendors must have 4 weights (recommended for ideal weather conditions - a minimum of 20 lbs each) with attachments to secure them to the 4 legs of your tent - absolutely no pegs allowed, and you may NOT anchor your tent to your display tables. If you have a tent and this weight requirement IS NOT MET, you will be required to take off your canopy &/or walls. Have a backup plan for adding additional weights during poor weather conditions.

If a vendor has something other than a tent for a cover, OR if they anchor their tent to a vehicle, OR if they have an alternative method of weighing down that equals or exceeds the minimum listed, they must get prior approval for their weight option from the Market Manager before setting up at the market.

All required valid permits and licenses or copies thereof, including but not limited to Organic certification and/or Food Safe Certificates, shall be brought to the Market and prominently displayed during selling hours.

All scales used by vendors must be “legal for trade” and approved by Canada Weights and Measures.

Vendors must always keep their space and surrounding area clean and safe. This includes clearing up any litter from in and around their space at the end of each market day.

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 customer use. The vendor must remove these receptacles at the end of each Market day. Vendors are strongly encouraged to keep disposable packaging to an absolute minimum.

Vendors must price their individual products or provide a listing of prices.
Vendors are responsible for applicable taxes.

The Market Manager may request the removal of inappropriate signs or items.

In consideration of Market performers and your fellow vendors, the Market Manager must approve any playing of live or recorded music.

Alcohol consumption is not allowed in Heritage Park. & Smoking is not allowed in Heritage Park.

Vendors are not allowed to have pets at the market.

The Market Manager has the authority to make all final decisions on Market Day at the Market Site regarding, but not limited to, space assignment, display issues, sale of product and conduct of vendors and customers. The Market Manager may ask a Board member for assistance if necessary. A vendor or customer may appeal a decision in writing to the Board of Directors of Okanagan Community Market Association. The Board of Directors decision will be final.

Vendors may be asked for general sales data on occasion. These data reports are anonymous and are used only for the collection of data for the market. The information collected when combined with other data collected helps us estimate the economic impact of our market on the community.

Food, Farm & Concession Vendors (additional items specific to this group)

All food, farm & concession vendors must have applicable liability insurance in which the Okanagan Community Markets Association DBA Peachland Farmers and Crafters Market is named as a third party and indemnified and kept safe from any claims of wrongful behavior or liability on the part of the Vendor. Vendors must provide proof of such insurance with their application to the Market Manager.

The onus is on the vendor to ensure compliance with applicable requirements of all authorities pertaining to their products or claims.

Vendors must obtain and display all necessary compliances, permits and certificates from the appropriate governmental authority as required by each authority.

All prepared food items sold at Markets operated by Peachland Farmers & Crafters Market must be prepared in accordance with local health regulations. • Contact Interior Health - Kelowna for information on the approval process for the sale of higher risk foods.

Home prepared/package foods may be subject to Canadian Food Inspection Agency requirements for labeling and weights and measures.

All food vendors at our markets will complete a Level 1 Food Safe Course, provide a copy of their certificate with their application, and post a copy of the certificate visibly in their space.

Vendors with any food item sold for immediate consumption must have on hand a complete list of the ingredients in each of their products that customers can ask to view. Any item that is not intended for immediate consumption at the Market must be individually labeled with the vendor's name, contact information and a list of all ingredients.

All food must be protected from contamination by a cover, except for UNCUT fruits and vegetables. All food must be kept NO LESS than 8 inches above the ground. Vendors will need to bring extra tables or empty containers that meet or exceed the 8-inch Health requirement for you to store your extra product at your tent area.

Health regulations prohibit re-using any containers or bags if they come into direct contact with food.

All food vendors, including farm vendors, who are serving samples MUST have:

A hand washing station with warm running water (a water jug with a spigot is acceptable), liquid hand soap in a dispenser, a bucket to catch the wastewater and paper towels. Providing single service utensil or pre-portioned bite-sized foods for customers. Toothpick, wax paper, paper sampling cups or disposable utensils should be used to distribute samples. Any Vendor who is portioning food must not handle money unless hands are cleaned after each transaction. Individual garbage containers must be supplied by the Vendor and be visible.

Producers of Organic Products - Farmed or Prepared Food

All vendors that sell mixed organic and conventional produce must clearly label each product type with their respective growing method.

Prepared food items may be identified as "organic" only if the prepared food item itself is prepared in a certified organic kitchen that has been certified organic by an organization approved by the Market Society. Such organizations must have certification standards similar or stricter than COABC standards. Agencies that certify products as organic must be a member of COABC or have standards that meet or exceed COABC. Products that are certified by certifying bodies whose standards do not meet or exceed COABC may not identify their products as "certified organic".

Vendors who are certified organic by organizations that are not a member of the Certified Organic Association of BC (COABC) must submit the standards of that certification body and demonstrate that the standards meet or exceed standards set out by COABC. COABC standards can be found on their website at www.certifiedorganic.bc.ca

Community, Education & Entertainment Groups

A minimum of two spaces 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. Priority may be given to groups who have not yet had a space at the Market in the current season.

Groups strictly promoting one political party or religious perspective are not considered Community, Education & Entertainment groups. (For example, the Anglican Church of Canada could not have a table but their international development organization, the Primates Fund, could). One of these spaces may be reserved for community-minded, for-profit organizations to inform people of their services.

At the discretion of the Board of Directors, Community, Education & Entertainment Groups may have items for sale. 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.

Arrival & Departure

Read ALL the CURRENT Application package pages for THE SPECIFIC Arrival & Departure details FOR THIS YEAR.

Paid parking space vendors can access their parking space one hour before the market opens. This will allow these vendors time to unload their vehicles and set up.

All other vendors MUST be unloaded and have their vehicle moved no later than 8:45 AM. NO EXCEPTIONS!!!

After unloading, vendors without paid parking spaces must move their vehicles to the parking lot on 2nd Street behind the hotel. This is a condition of our lease with the Municipality and failure to comply could result in Peachland Farmers & Crafters Market losing Heritage Park as a market location.

All vendors must remain assembled during the full hours (10-2) of operation for every market.

All vendors must start packing up no later than 2:15 PM and leave the park in a timely manner. Vendors have 60 minutes after Market Close to dismantle and clean up their area. (Failure to leave your stall area in pre-Market condition could result in penalties.)