



Esquimalt Farmers Market (EFM) Policies, Guidelines and Procedures

About Esquimalt Farmers Market Society

The Esquimalt Farmers Market was born as an idea in 2014 and launched our first season in May 2015. Our market is here to serve the community of Esquimalt and surrounding areas, and is dedicated to promoting healthy and local living, building relationships and encouraging environmental and economic sustainability in Esquimalt.

Make, Bake or Grow

We support local growers and producers and those who engage in environmentally sound, farming practices. We encourage backyard farmers to help nourish their community with their quality products.

Building Community

We believe in building connections that create a sense of community through partnerships, collaborations, and building relationships with the community, and pushing forward with a movement promoting healthy eating, living & relationships.

Supporting Opportunity

Farmer's Markets go beyond providing healthy food from local suppliers – they stimulate the economy and the neighbourhood. This positive influence adds value to the lives of the existing community members as well as encourages visits from people who love the concept of fresh + local!

Outline	Page
1. Sustainability	P3
2. Esquimalt Farmers Market Season and Hours of Operation	P4
3. Vendor Categories	P5
4. Vendor Status	P6
5. Fees	P7
6. Vendor Application and Approval	P8
7. Attendance Policy, Cancellations & Refunds	P8
8. Vendor Obligations and Responsibilities	P9
9. Set Up /Take Down & Vendor Parking	P10
10.Product and Sales Guidelines	P10
11.General	P11
12.Emergency/urgent closure	P12

Please note: All policies, guidelines and procedures may be subject to change periodically and under the advisement of the Market Manager or Board of Directors

One: Sustainability

Food

1. EFM aims to support and promote a sustainable food system, featuring locally grown and produced items.
2. Vendors must offer locally or regionally produced items.
3. Vendors are encouraged to use organic growing methods or source organic ingredients for their products whenever possible.
4. Vendors selling meat or dairy products should ensure the animals are raised in an ethical, humane and sustainable manner. **Animals and animal byproducts (eggs, cheese, etc) must prove by submitting pictures or allowing a farm tour so the EFM Board can verify that they are cage free animals.**
5. Seafood vendors **must** follow SeaChoice or OceanWise guidelines for sustainable seafood. Items on the "Avoid" or "Red" lists are banned from being sold. **If not already certified, <http://www.seachoice.org/seafood-recommendations/certifications/> or <http://www.oceanwise.ca>**
6. Food Vendors are encouraged to offer vegan and/or vegetarian items.
7. Coffee and chocolate vendors **must** source Fair/Direct Trade items. **Please be sure to list all suppliers on your application.**

Supplies

1. EFM aims to preserve resources by employing and encouraging the use of environmentally-preferable supplies. **In 2017 EFM will continue to encourage Vendors to be more aware and create less waste. This means EFM will be banning straws (even compostable), ramekins, styrofoam and plastic shopping bags. Shoppers will need to learn to become more responsible and EFM feels that removing these fall back items will be the only way to encourage people to bring their own mugs/cups/cutlery/shopping bags/etc. EFM will help to facilitate purchasing groups for packaging to get the best prices, if this is something you are interested in please mention it after your acceptance as well as the items you are interested in purchasing with approximate numbers.**
2. Vendors **MUST** provide eco-friendly take out ware and packaging (compostable is best). Plastics (including plastic straws, drink lids, ramekins, bags and/or utensils) and Styrofoam products are prohibited.
3. All Food Vendors must have a garbage can and a bin for recyclable and compostable products to reduce their environmental impact.

In the 2017 Market Season it will be expected that all packaging and serviceware is eco-friendly and minimized. Local sources for eco-packaging and service ware can be found at <http://ecoware.ca> and other similar companies. These products are available at wholesale outlets such as the *Real Canadian Wholesale Club* at 846 Viewfield Road in Esquimalt.

Energy

1. EFM aims to minimize energy consumption.
2. EFM encourages vendors to be energy self-sufficient as power supply using renewable energy technologies, **think solar.**

3. Vendors are encouraged to turn off equipment when not in use, use energy efficient equipment, and ensure equipment is properly maintained for highest energy efficiency.

Water

1. EFM aims to promote reusable water bottles and Municipal drinking water. Water refills are available at the EFM table with the use of personal cup/mug or bottle.
2. Sale of bottled water is strictly prohibited on the market grounds.

Waste & Recycling

1. EFM will aim to minimize waste, especially landfill waste. **Examples of unnecessary waste: extra napkins, cutlery, serving ware, drink cups, etc. ANYTHING THAT HAS A REUSABLE ALTERNATIVE. Examples of landfill waste: vinyl/plastic stickers, wet wipes, most single use plastics, etc. A BIN FOR THESE AVOIDABLE ITEMS WILL NOT BE PROVIDED BY EFM AND DISCOURAGED AS PART OF YOUR PRODUCT.**
2. All vendors offering for sample or sale, products that generate waste, must have recycling and garbage containers at their stall. ***Vendors must pack out their own recycling and waste.***
3. It is not permitted to dump waste, recycling or compost in EFM provided bins.
4. EFM will provide clearly labeled and signed compost and recycling bins for general public use.
5. Vendors are encouraged to minimize packaging waste for their products.
6. Food service vendors should avoid supplying single use items (individual sugar and condiments packets, etc.)
7. Vendors are encouraged to offer discounts for patrons that reuse mugs/bags/containers/etc. **This is completely up to the Vendor if a discount is offered or the amount, but if you are encouraging this type of shopper please make sure to tell EFM as we want to help celebrate you and spread the word :)**
8. Vendors are prohibited from the use of single-use disposable plastics and Styrofoam products.

Emissions

1. EFM is a "no idling" zone. All vendors must turn off their vehicles when loading/unloading.

Two: Esquimalt Farmers Market Season and Hours of Operation

1. The exact dates of the market season and hours of operation will be determined on a yearly basis by the board of directors, keeping in mind the terms of the contract with the Township of Esquimalt.
2. Market season – The Esquimalt Farmers Market will run every Thursday from the months of May through September with additional pop-up markets held during other months.
3. Hours of Operation – The Market opens at 4:30 pm and closes at 7:30 pm.
4. Members may set up their stalls commencing one hour before the start of the Market and must remove their stalls within one half (1/2) hour of the close of the Market.

5. Members/Vendors **may not** remove their stall before the close of the Market.
6. Vendors must be at the Market **45 minutes** prior to the start of the Market and be set up and ready at least **20 minutes** prior to the start of the Market.
7. There shall be no selling of products to the public prior to the opening of the Market. **Selling to Vendors is allowed and encouraged! Please support your fellow Vendors and use their wares when creating your own whenever possible.**
8. **In cases of inclement weather the Market Manager may open early to capture available audiences.**

Three: Vendor Categories

Please note: All vendors must be somehow involved in the making, baking or growing of the products they sell.

Farm Vendors – Vendors and their family members and/or employees who sell:

1. Farm and garden based products and farm value added products made from their own farm produce
2. Horticultural products grown at their nursery
3. Meat products harvested/grown/produced by the vendor on their farm(s)
4. Seafood caught/harvested on Vancouver Island. Seafood must comply with OceanWise and/or SeaChoice standards.

Food Vendors – Vendors and their family members and/or employees who sell:

1. Commercially Prepared Food (including dairy products)
2. Bakers
3. Food Trucks - All sales of food from food trucks must be made, baked, or grown by the operator.
4. Other prepared food/drink vendors that comply with Island Health regulations.

Liquor Vendors - Vendors and their family members and/or employees who sell:

1. Liquor vendors who produce local craft and artisanal products. Must have valid Liquor License and Serving It Right certification. **Both posted and submitted in application.**

Craft and Artisan Vendors

1. Vendors who have personally hand created, sewn, constructed, or otherwise created their own products. Craft and Artisan tables may have approved multiple vendors, but they must all be involved in some part of the creation process. **The products offered for sale must be substantially unique and altered from the point of supply purchase. Extra consideration given to those who upcycle, rework and source sustainable and ethical materials.**

Community Groups

1. Groups who represent community interest for information, education and involvement. This table is reserved for those providing education or a service to the community (not for profit societies,

charities, etc) You may not make sales of any kind, nor request donations. Your role in this table is to be interactive & informative.

Youth Vendor (17 and under)

1. Vendors who are under 15 years of age must have a guardian present from setup to take down.

Four: Vendor Status

Vendors

1. A Seasonal Vendor must have applied, been accepted and paid on or before **30 days after acceptance or a minimum of 48 hours* (In cases of acceptance within a week of the first Market to be attended) prior** to first Market of scheduled participation to be qualified for this status. Vendor invoices will reflect the date of acceptance.
2. Vendors attending 9 markets or more will likely have the same stall location for the duration of the market season.
3. A vendor who misses the deadline for payment may be accepted as space allows for Drop-In status at the Drop-In fee.

Drop-In Vendors

1. First time Drop-In Vendors must apply by no later than 4:00 pm on the Sunday prior to the desired market date.
2. Pre-approved Drop-In Vendors must apply by no later than 4:00 pm on the Tuesday prior to the desired market date by no later than at 4 pm.
3. The cut-off date for acceptance of Drop-In Vendors will be at noon on the Wednesday prior to the requested market date.
4. Drop-In vendor stall location will likely be different for each market attended and stall assignment will be available on the website by 4pm every Wednesday.

Pop up Vendors

1. Pop up vendors attend the off-season, indoor market,
2. Pop-up vendors may be accepted in the regular season but your acceptance to the regular or pop-up season does not guarantee your acceptance to the other.

Five: Fees

Category	Price per market (Season)	Notes and comments
Farmers	\$20.00/market	Due by April 30th
Vendors	\$30.00/market (\$510.00)	Due by April 30th
Drop-ins Pop-up Markets	\$35.00/market \$25.00/market	Due by Due by

Liquor Vendors	\$45.00/market	Due by
Food Truck Vendors	\$45.00/market (\$765.00)	Due by April 30th
Drop-in Vendors	\$55.00/market	Due by
Pop-up Markets	\$40.00/market	Due by
Youth Vendors	\$20.00/market	Due by
Administrative fee	\$15.00/year (non-refundable)	Due immediately upon application
Premium Stall fee	\$5.00/market	Due by
Power fee	\$5.00/market (\$85.00)	Due by April 30th
Fines	\$25.00/offense	Upon offense

***Email money transfer is the preferred mode of vendor payment**

1. **Farmers: \$20.00 per market** for the indoor and outdoor market
2. **Vendors: \$510.00 (\$30.00 per market)** is due by April 30, 2018. Payment is due in its entirety to achieve full season vendor status.
3. **Drop-In: \$35.00 per market** is due to the Market Manager at the commencement of the market.
\$25.00 per pop-up market
4. **Liquor Vendors** will only be accepted on a Drop In status at **\$45.00** per market.
5. **Food Truck Vendors: Full Season - \$765.00 (\$45.00 per market) or Drop-In - \$55.00 per market or Pop-up \$40.00 per market**
6. **Youth table - 50% of the cost of vendor fees**
7. An annual **\$15.00** administrative and non-refundable fee is required for each application. This does not guarantee admission as a Vendor, and you may be accepted to a different vendor status than you applied (i.e. applied for full season, but accepted as partial).
8. EFM encourages vendors to be energy self-sufficient as power supply in Memorial Park is limited and cannot be guaranteed. A per market fee of **\$5.00** (maximum **\$85.00** per season) will apply should you require access to power. For more information about our energy self-sufficiency program please refer to our market energy policy document.
9. For 'premium' stall placement (corner locations) there is a **\$5 per market** fee applied.
10. Fines are typically \$25.00 per offense and are to be paid before market opening the following week (4:30 pm) for any type of vendor. Non-payment may result in suspension from the EFM.

Six: Vendor Application and Approval

1. Please visit our website at www.esquimaltmarket.com for an application form. All forms & payments must be **submitted electronically** online by dates listed above.
2. Co-op arrangements to be considered at the discretion of the EFM Board of Directors.
3. In order to be considered your application must include all information and documents relevant to the sale of your produce, goods or products including a listing of all items being sold (broken down to ingredients and sources of seeds/supplies/etc.) as well as names of all people who have the right to sell for you and any required approvals and/or licenses for the business and each of the sellers under the business. **Failure to provide the required information may disqualify your application from consideration.**

4. Vendors will be selected when **considering 6 major criteria** (in no particular order): seniority, history of compliance with Market rules, product mix, demand for product vs. number of similar vendors, number of spaces available per category & timely receipt of application forms, documents & payment.
5. **Vendors with outstanding payments will not be considered for future Markets** and tardiness in payment will be poorly reflected.
6. **Preference given to those that source local ingredients** (even better when it is from our EFM Farmers) and provide sustainable packaging.
7. **Preference given to those who source local and/or organic ingredients and are considerate of packaging** (minimal use of single use disposable plastics or plastics in general is an incentive for EFM to host you).
8. **ZERO RESALES WILL BE ALLOWED AS OF 2017!** Sales of juice, coffee, tea if must be approved by the EFM Board with recipes and sources submitted and samples will be asked for.
9. Preference will be given to those who source local sustainable food ingredients as well as operate in a way already in line with EFM's goals on sustainability.
10. Any **seafood items must be SeaChoice or OceanWise approved.** Brand & purchase location required.
11. Preference will be given to vendors using cage-free eggs, including bakers and producers ensuring eggs are sourced from cage-free farmers.

Please note: It is projected that marijuana will be legalized in Canada July 1st, 2018 EFM will be reviewing applications from vendors with products including marijuana ingredients for the 2019 market season.

Please note: *Submitting an application or previous attendances does not guarantee your acceptance as a vendor at the market. In order to keep the market fresh we will encourage new faces to ensure diversity and interest.*

Seven: Attendance Policy, Cancellations & Refunds

1. Vendors must be present for all dates they pay for. If at any time a vendor decides to terminate their contract, **a request must be sent to the EFM Treasurer via email at manager@esquimaltmarket.com** with the reason and desired cancellation date.
2. All Drop-In Vendors are required to be present at the times they have requested. **No refunds will be considered and fines may apply.**
3. **With approval from the EFM Board refunds will be considered ONLY if: a refund request has been submitted via email within 72 hours of the Market(s) in question; the nature of the absence is a true emergency or family situation; made on a case by case basis & will only be refunded at the end of the 2018 season in November. This means you may not receive your refund until early 2019 IF it is granted.**
4. Fines and/or suspension from the market may result from:
 - a. "no-shows" unless previously approved;
 - b. late set-up or take-down;
 - c. poor behaviour and general non-compliance;
 - d. selling of unapproved product(s) or misrepresentation or resale of items;
 - e. sale by unapproved salesperson;
 - f. failure to clean up stall area;
 - g. NSF cheques;
 - h. Drinking or using drugs at EFM, as well as attending as a Vendor in a compromised state.**

Eight: Vendor Obligations and Responsibilities

1. Health practices – All member/vendors must adhere to sanitary and food safety procedures as outlined by the local health authority (**Please review this recently updated document that is a MUST if you sell food of any kind** http://www.bccdc.ca/resource-gallery/Documents/Guidelines%20and%20Forms/Guidelines%20and%20Manuals/EH/FPS/Food/Guidelines%20-%20Sale%20of%20Foods%20at%20Temporary%20Food%20Markets_current.pdf) and/or other relevant provincial or federal authority. Vendors must be cleared by Island Health; a copy of your certification is required (Food trucks must submit copies of inspections to operate, food processors must submit all testing results from food as well as food safe/market safe & Island Health application for high risk food sales <http://www.IslandHealth.ca/NR/rdonlyres/D58D1DBE-D9FC-42BC-8BE6-13344E009DD1/0/ApplicationforSaleofHigherRiskFoodsatTemporaryFoodMarkets2016.pdf> (if applicable)). If products are low-risk and do not require certification, EFM requires documentation that Island Health agrees. If confirmation is sent via email, you may provide a printed copy of that confirmation. Any vendor found selling contaminated food items or produce will be suspended from the market until satisfactory clearance has been obtained from the health authority or agency. Food vendors require a *Food Safe Certificate*. You can do it online, or do a one-day class. There are several offered in Victoria. It must be completed prior to the first market <http://www.foodsafe.ca> <http://www.IslandHealth.ca/mho/food/>. **If you are sampling food a copy of your Food Safe or Market Safe is a MUST.**
2. Liquor Vendors must have their valid Liquor License posted in a visible location and Serving It Right numbers must be submitted to EFM when they are accepted to the market. As each new potential vendor for the business is hired, **these numbers must be on the site and submitted to EFM.** <http://www.pssg.gov.bc.ca/lclb/docs-forms/policy-directive-2014-11.pdf>
3. Food Vendors should be aware of possible allergen ingredients (e.g. nuts, milk/lactose, gluten) and should note which foods are 'safe' for those with dietary restrictions.
4. Vendors are responsible for keeping their space clean and tidy; *this includes picking up and removing all litter at the end of market day.*
5. **If this is your first market or you have new equipment,** please do enough trial runs to be comfortable before your first market day. Your ability to come prepared reflects on your desire to vend.
6. All Vendors are responsible for their own tables, chairs, canopies, weights (weights need to be **30 lbs per tent/canopy leg**). If an umbrella is being used it needs to be weighted on all sides. The booths must at all times be safe and presentable. Please be aware of power cords or potential hazards. Each Vendor is only allowed in their allotted space when selling, sampling or chatting. A sign for the business must be visible and legible and proper licenses and certificates posted in the case of food service vendors.
7. Vendors are responsible for bringing a float with sufficient change for the day.
8. No Vendor will be permitted to play radios or instruments (unless approved by market manager because of the relatable nature of your business).
9. Smoking is absolutely not allowed on Market grounds (including during setup and take-down). If you need to exit for a smoke break please ask where an appropriate place would be and be sure to dispose of your waste appropriately.
10. **Pets** are not allowed on the Market grounds unless approved by manager on request in your application. Guide dogs will be accepted when certification is presented with application.
11. Any Vendor with a source of ignition is required to have a fire extinguisher.
12. Vendors are expected to create an aesthetically pleasing environment which allows them to vend in all weather.
13. Consumption of drugs & alcohol by Vendors is immediate grounds for termination.

14. **Any changes to menus or items being sold must first be approved by the EFM Board. Please submit this via email with ample time before the Market to debut this product.**

Nine: Set Up /Take Down & Vendor Parking

1. As Vendors arrive to set up they are asked to drop off all of the things needed for the day and then immediately park their vehicles (a great lot is at the Archie Browning Sports Centre behind Country Grocer) BEFORE setting the booth up. **DO NOT park in the Country Grocer Plaza or on streets with "Residential Only" parking restrictions.**
2. Take down may only begin at 7:30 pm. All Vendors are required to stay for the entire market day, including instances where product has sold out. Take down must be completed within **45 minutes**. All vendors and their wares must completely vacate the market grounds by 8:15 pm. **Vendors arriving or leaving after these times may not have access to easy drop off or pick up, the gate for entry may be closed to allow ample set up time for those who have arrived.**
3. The area of a Vendor stall must be left clean of all garbage and belongings at that time.
4. Cooperation amongst Vendors during vehicle pick up and packing is necessary. Please be kind and courteous. Please **do not idle vehicles** at any time.

Please Note: *The only exception for vehicles on the Market grounds will be for those with food trucks and some farmers with prior knowledge and approval.*

Ten: Product and Sales Guidelines

1. All prices will be clearly marked on items for sale. Prices are to be set at the sole discretion of individual Vendors. Any type of collusion or pressure from other sellers to change prices is strictly forbidden. Sales are not permitted prior to the official start of market time, 4:30 pm. There will be nothing marked 'sale', 'discount' or any other type of enticement.
2. All products for sale at booths must be baked, made or grown by the representative selling. EFM does not support misrepresented product. This may result in suspension. (i.e. Flea market or thrift type booths as well as food vendors selling product from other businesses, commercial brand items, manufactured goods, etc.). The element of transparency that exists when a patron can ask the crafter/baker/farmer about their product history is invaluable.
3. Absolutely no sales of live animals.
4. NO DUMPING. This means no giving product away for free or selling below cost. This is not fair to other Vendors as it potentially undercuts competitive sales. This does not include small tasting or samplings, which are encouraged. **EFM does encourage a discounted rate to sell "seconds" or food not first grade quality to minimize food waste, this can apply to "ugly" apples, damaged labelled jars or broken cookies- please ask the EFM team if you are unsure).**
5. If preparing foods on site to be sold immediately it is the Vendors' responsibility to contact Island Health to schedule a screening and assessment, in which written approval is needed.

Eleven: General

1. **Insurance** – It is recommended that each Vendor have his/her own product liability insurance.
2. The Esquimalt Farmers Market is not responsible for any damage or loss incurred by Vendors and is not liable for replacing damaged or stolen product. If your product is stolen or damaged please bring it to the attention of an EFM team member ASAP to be documented.

3. Vendors are responsible for bringing all of their necessary materials, including tables, chairs, tents, tablecloths etc.
4. EFM reserves the right to refuse and remove solicitors of any kind. Special permission must be requested in writing and accepted in writing prior to any form of soliciting on market grounds during market hours. We are a non-partisan, non-faith based organization, and so there will be no distributing of materials promoting faith or politics.
5. The Market reserves the right to prohibit anyone for selling or to prohibit any product from being sold.
6. Any activity that is categorized as criminal, is strictly prohibited.
7. Any displays within one's stall that are contrary to the Criminal Code (<http://lawslois.justice.gc.ca/eng/acts/C-46/FullText.html>) or any provincial or municipal act, by-law or regulation are a breach of Vendor contract and will be grounds for suspension.
8. All Vendors will comply with copyright legislation (<http://laws-lois.justice.gc.ca/eng/acts/C-42/Index.html>), and are required to adhere to this legislation with regards to original work of another who is an artist, author, crafter, etc. unless specific and written consent is given by the creator or owner of such work.
9. Where acquired the Vendors shall obtain social services sales tax and GST registration numbers and shall be responsible for the collection and remittance of any provincial and/or GST tax.
10. All vendors must be appropriately dressed for a family event, and when applicable with care for food service.
11. Vendors who wish to smoke must leave Market grounds to do so and must comply with municipal bylaws, deposit waste into appropriate receptacles and make sure their stall is secured and cared for.
12. The Market Manager is the ultimate on-site authority, and is responsible to the Board of Directors to uphold all policy & procedure. No Vendor, new or seasoned, is exempt from protocol. NO EXCEPTIONS.
13. All Vendors are responsible to abide by market Policies & Procedures, **by paying for your Market fees it is your binding agreement that you have thoroughly read and accept all of the guidelines in this document. By stating that you did not know of the rules after becoming a processed Vendor in the event of an infraction, EFM will assume that you have not put the effort in to become part of this Market and will consider history with us if we need to make a decision to move forward without you as a Vendor.**
14. The EFM reserves the right to make amendments or exceptions to the Policies & Procedures.
15. All Vendors, employees and agents have a responsibility to behave in a courteous and professional manner.
16. Rude, abusive, offensive or other disruptive conduct will not be permitted.
17. To maintain a positive atmosphere, Vendors should bring all concerns to the Market Manager via email at manager@esquimaltmarket.com, not to customers or other Vendors. **EFM will only acknowledge concerns presented via email, this is so we have a record and can easily involve the Board verbatim. Complaints must be: no more than 500 words in length, identify the name and contact info of the complainant, objectively and clearly identify the issue at hand and date the incident & name the person(s) involved.**
18. Failure to act in a proactive way when approaching conflict and concern will reflect on a Vendor's status at market.
19. If the Market Manager cannot conclude a satisfactory resolution when conflict (market related) occurs between Vendors, the issue may be brought to the Board for final decision. Challenges must be made before the end of the market day that a violation is observed, in writing and with as much detail as possible.
20. All challenges need to be brought to the attention of the Market Manager who will make sure the appropriate details are discussed with the appropriate persons so that it can be corrected ASAP. A challenge resolution may result in the loss of a Vendor's space at the EFM.

21. If for any reason you cannot be present on a date you have paid for, you need to submit it in writing via email 72 hours BEFORE your absence.
22. If you require a stall change for reasons such as sun or neighbouring product allergy, etc. it needs to be requested via email. No changes will be made until request with reason has been received.

Twelve: Emergency/urgent closure

1. In the event of extremely poor weather, a natural disaster or unforeseen complications closing the market may be necessary at the Market Manager's discretion. In this event and depending on the circumstance (always putting safety first), Vendors will be required to pack up immediately. All persons present and representing the market in all forms will be required to help take down and clean up, making sure everyone is safe. After an incident like this, please refer to the website for instruction on how to proceed with following markets.
2. In the event of forced closure, fees will not be refunded. If the closure prevents opening the following week consideration will be made to reimburse fees for all Market subsequent to the closure.

Please note: All policies, guidelines and procedures may be subject to change periodically and under the advisement of the Market Manager and/or Board of Directors.