

SQUAMISH FARMERS' MARKET – GUIDELINES AND REGULATIONS 2023

The Squamish Farmers' Market is a lively, busy and sometimes challenging environment. In order to ensure the success of the market as an effective, equitable, and enjoyable outlet for producers to sell products directly to consumers, The Squamish Farmers' Market (SFMA) has established the following Guidelines and Regulations. Please familiarize yourself with SFMA policies, as they are the basis for decisions concerning your participation in the market. Your adherence is respectfully required. Upon submitting an application to vend at the SFMA, vendors sign that they have read and will comply with the Guidelines & Regulations.

If you have any questions about the Standards or Guidelines, we invite you to contact the Market Manager at squamishfarmersmarket@hotmail.com.

The SFMA Board reviews guidelines on an annual basis. The Board reserves the right to suspend a vendor's participation in SFMA markets after a specific number of violations of the Guidelines and Regulations. Suspension is a last resort.

A. APPROVED VENDORS

- The SFMA's approval of selling privileges is only for the applicable market season, either Summer or Winter, and for products juried and approved. The Summer and Winter Markets are applied for separately.
- Approved vendors are those who are involved in the process of producing approved products, have paid their annual membership and table fees, have read and signed off on the Policies and Guidelines and Vendor Violation Form, and have been juried and approved to sell at SFMA markets.
- 3. Approved Vendors will sign a contract with their application that is set by the society as a condition of their participation in an SFMA market.
- 4. Products grown or produced at a location or by an individual, not identified on the application form are not eligible for sale.
- 5. Approved Vendors must attend the markets they are booked for. Family members living with the producer, or employees involved in production, may attend instead of the registered vendor. Onsite vendors are expected to be well-versed in affairs of the farm/business and to answer a full range of questions posed by customers at the market as well as show proof of the required health permits. Exceptions of staff at booths may be made on occasion at the discretion of the Market Manager and must be approved in advance. It is the Approved Vendor's responsibility to ensure that their representative at the market is familiar with, and able to comply with all market rules and regulations.
- No vendor may assign, sublet or sell their market stall to another vendor. Stall sharing is allowed if both vendors are present in the stall to represent their products and it is approved by the Market Manager.



7. The SFMA does not accept applications from vendors who also operate as a storefront business. Vendors who have been active market vendors before establishing their storefront may be juried separately, with 'grandfathered' privileges to continue vending. 'Grandfathered' store front businesses are subject to an established phase-out period. Upon opening a storefront, vendors may attend 75% of seasonal dates during the first year, 50% the second year, 25% the third year, and no dates on the fourth year. Farm gate sales are not considered storefront.

B. APPROVED PRODUCTS AND SERVICES

- 1. Only approved products and services that are made, baked, grown, raised, caught or wild-harvested by the vendor can be sold, displayed or advertised at an SFMA market.
- 2. Resale of purchased goods is **strictly prohibited**.
- 3. Co-packing arrangements are not considered to be producer-only and therefore not allowed.
- 4. If an approved vendor wants to sell additional products, the products must first be juried and approved.
- 5. It is the vendor's responsibility to comply with the provincial and federal laws and taxes governing their product and farm/business operation. All products for sale need to meet the laws, regulations and rules as specified by federal, provincial and municipal governments, local health authorities, certifying body the vendor belongs to and the SFMA.
- 6. Vendor applications will be put before a subcommittee of the board of directors to jury the quality of products in addition to ensuring diversity and compatibility of products in the market. The jury will only consider complete applications. The jury committee reserves the right to refuse any vendor or product deemed unacceptable.
- 7. Products will be accepted after the following factors are considered:
 - a) Overall product mix and balance
 - b) Seasonal availability
 - c) Consumer demand as determined by data collected by organization
 - d) Current number of vendors with similar production
 - e) Producer's history of selling such product
 - f) Producer's history of compliance with SFMA market Guidelines and Regulations.
- 8. Promotional items are defined as those given away to shoppers. The items cannot be sold to recoup costs or to make a profit. Items such as buttons, stickers, and bags would be acceptable but require approval of the Market Manager. Any promotional product that the vendor wishes to give away must be approved by a jury committee.
- 9. Quality products, such as vine-ripened, fresh produce, and high-quality baked and prepared foods, as well as professional-level crafts are expected. Quality products contribute to the reputation of both business and that of the SFMA. Seconds and 'culls' are allowed but may not make up more than 20% of the total product for sale that day and must be marked as such and priced accordingly. All items for sale at the market are subject to random sampling. Items may be removed from sale at the market if they are not of reasonable quality and/or freshness as determined by Market Manager.



- 10. No product on display shall include profanities or content inappropriate for all ages. It is the right of the SFMA to require the removal of a product if deemed inappropriate. Failure to do so will result in a fine of \$50 or removal from the market and/or market season.
- 11. Branded merchandise ("swag") that does not meet our Zero Waste guidelines to reduce or eliminate waste will not be permitted. All products must be approved by the SFM jury.

C. VENDOR CONDUCT

The market is a place of business and a public forum. Polite professional behavior as well as fair and honest business practices is expected.

- 1. Complaints about other vendors, products, pricing issues or the operation of the market are to be given in writing or e-mail to the Market Manager or board Secretary. Public airing of these concerns at the market is not permitted.
- 2. Vendors experiencing any difficulty with customers, health officials, market volunteers, or another vendor should refer the matter promptly to the Market Manager. If the conflict directly involves the Market Manager, please discuss concerns with a Board Member.
- 3. Smoking is prohibited in the market area.
- 4. Alcohol in any form is not permitted within the market area.
- 5. Vendor pets are prohibited within the vendor's booth. Vendors are not permitted to bring their own dogs with them on market day. This fits in with the Vancouver Coastal health outlines that we operate under due to the sale of food being the primary operation of the market. If you have a service dog please reach out so that we can have procedures in place.
- 6. Aggressive hawking of products is not permitted.
- 7. Harassment of any kind will not be tolerated. The SFMA is committed to providing and maintaining a collegial working environment that is free from harassment where all individuals are treated with respect and dignity. It is expected that all contact between co-workers, the public, and others be respectful, professional and courteous at all times. If you feel harassment has occurred, please report it to your manager or board member on site.

D. STALL ALLOCATION, STALL SHARING & MARKET COLLECTIVES

- 1. Vendor location, stall size and other factors of assigning a stall space shall be at the discretion of the Market Manager. In making any determination in this regard, the Manager shall consider the following:
 - a) The maintenance of the good product mix and consumer traffic flow
 - b) Benefits and disadvantages of placing select products next to each other
 - c) Product and vendor needs relating to temperature, shade, health regulations and electrical access
 - i. Preference will be given to vendors requiring electricity for stalls in rows A and B at the summer market, then those requiring shade in rows A, C and E
 - d) The history of the neighboring vendors and their cooperation with each other



e) Vendor seniority

2. Stall requests

- a) Vendors may request up to two stalls in a preferred location
- b) Requests for more than two stalls will be considered as available but are not guaranteed in a preferred location
- c) Farms only can request a maximum of three stalls, hot food, prepared food and craft can request maximum of two stalls

3. Stall Sharing

- a) Stall Sharing refers to multiple vendors sharing one market booth.
- b) All vendors must apply separately and pay the annual membership fees. The booth fee is shared by the vendors, and it is their responsibility to ensure payment.
- c) All vendors must be present at the market to represent their product.
- d) Stall sharing arrangements require prior approval by the SFMA jury committee. Requests may be submitted with the application or directly to the Market Manager.

4. Market Collectives

- a) Market Collectives (MC) are a market booth space(s) shared by multiple vendors, with a minimum of one vendor on-site to represent all products that are within a common theme
- b) The intention of MCs is to support small scale farm, food and arts initiatives.
- c) MCs must be applied for specifically and accepted by the SFMA Board of Directors. Consideration will be given based upon the economic stability of the participating vendors, years in operation and proximity to Squamish on a case by case basis.
- d) A limited number of MC booths are available per market season when permitted.
- e) A collaboration of vendors may apply under one identity. Each vendor must pay an annual membership fee; the stall fee will be shared by each member of the collective.
- f) Each member of this collective MUST apply and BE APPROVED separately.
- g) Purchases from wholesalers are not allowed.
- h) In the interest of transparency, collective booths must display signs of all the vendors that are selling that day and display price tags with the name of that vendor on them.
- i) Delegation of sales/profits are to be previously agreed upon by vendors in the collective.

E. PAYMENT, CANCELLATIONS, NO-SHOWS AND REFUNDS

 Once approved by jury, vendors will be sent a letter of acceptance to the e-mail address provided on their Manage My Market profile. They will then be given five business days to cancel any dates applied for without penalty, after which an invoice for the approved dates will be issued. Vendors must prepay an annual membership and booth fees in full within 15 days of the invoice date or they will lose their market stall.



- 2. New applicants will be considered throughout the market season if they are complementary to the market and space allows. Applications received after the deadline will be juried on a case by case basis during the committee's monthly review meeting.
- 3. All cancellations are to be made in writing to info@squamishfarmersmarket.com. Cancellations and missed dates are non-refundable nor are they eligible for table credits. Cancellations must be received by noon on Wednesday before the market day to avoid any penalties.
- 4. Late cancellations (made later than noon on Wednesday before the market day) or no-shows will be penalized using a three-strike rule:
 - i. First incident in season: a verbal and written warning will be issued and documented on the vendor's account.
 - ii. Second incident in a season: Cancellation fee of \$50.00 as penalty for missed date. Payment must be received by the market manager no later than 72 hours prior to attending the next scheduled date.
 - iii. Third incident in a season: Cancellation fee of \$100.00 as penalty for missed date. Payment must be received by the market manager no later than 72 hours prior to attending the next scheduled date. Two no shows/late cancellations within a calendar year will result in a notice of violation that can impact vendors long term relationship with the market for future dates.

Vendors may appeal the refund policy when circumstances to cancel a date are due to emergency situations (i.e. medical or family emergencies or crop failure). Exemptions to the refund policy will be made on a case-by-case basis and require a note of explanation from the vendor to the manager for review. Emergency cancellations made by phone on market day will be subject to a \$50 fee until the vendor provides corroborating evidence of emergency circumstance to explain the reason for their absence. Fee exemptions will be made on a case-by-case basis.

- 5. Refunds are only granted in extenuating circumstances. Requests for refunds must be made to the Board directly by emailing them at SFMAboard@gmail.com. The Board will only deliberate at the end of the current market season; it is advised to save requests until the last month of that season. Vendors appealing for refund must submit a summary of fees, dates and circumstances by the final market day of the season to the Board of Directors. Missed dates will be confirmed by the Market Manager. Any refunds issued will be subject to a \$25 non-refundable administration fee.
- 6. Special circumstances for refunding primary producers with approval from the SFMA Board of Directors, full refunds will be given for farmers who need to cancel dates at the beginning of their season (ex. crops are late) and at the end of their season (ex. crops get early frost, drop off early).
- 7. In case of a public health crisis caused by a contagious disease, such as and including, but not limited to the Covid-19 pandemic, the following rules are in effect:
 - 1. Vendors are advised to cancel scheduled market dates, at any time, if they have been exposed to the disease or showing any symptoms thereof.



- 2. In the first instance of late cancellation for public health reasons in the season, the market will reimburse the fee for the canceled date(s) to the vendor.
- 3. In the second instance: Late cancellation policy will apply
- 4. Change to: In the Third instance: Late cancellation policy will apply
- 5. The Market reserves the right to allow exemptions or make exceptions to this policy. These exemptions will be made on a case-by-case basis and require a letter of explanation from the vendor for review in September and at the end of the Season.

F. Extreme weather cancellations

Farmers market pride themselves in operating rain or shine and our customers oblige us by attending despite the weather conditions. Be prepared for the conditions. The market may not open on schedule and everyone will be required to make adjustments to the conditions. Cancellation of a market day is viewed as a last resort. If weather conditions present safety hazards beyond what staff could be reasonably expected to handle the the market will be canceled.

The foremost concern of SFMA is the safety of our vendors, staff, and shoppers. At all times during operation in extreme weather conditions, safety should be of paramount concern. The decision to cancel a market day is made after considering:

- 1. condition of local area roads
- 2. condition of market site
- 3. additional extreme weather forecasted
- 4. ability for staff to travel to market site

The decision to cancel will be made by the Operations Team in consultation with Executive Director and Market Managers.

The decision to cancel will be made by the market manager in consultation with the SFMA market board.

Market Cancellation Communications Plans

Once a decision to cancel a market day has been made, the following steps will be taken to communicate to vendors and shoppers:

- All vendors will be notified by email with receipt confirmation requested
- Vendors who have not replied to cancellation notification when there is 24
 hours left to go will be followed up by phone. If the market is canceled with
 less than 24 hours' notice, emails will not go out prior to phone calls.
- Notice will be posted on the front page of the website.
- Cancellation notice will be posted on all social media networks and repeated



as necessary in the 48 hours prior to market

- Notice of cancellation will continue to run on all social media networks on market day
- On market day, if conditions permit, a staff member will be posted at the market site to inform shoppers who have missed the above notifications Should conditions not allow staff to be on-site, signage will be left as notification at the market site
- The decision to close a market will be made 48 hours prior to the market day if information exists at that time. A last-minute cancellation is possible in the case of unexpected extreme weather.

All efforts will be made to give as much notice as possible: For Saturday markets, the decision will be made by 10am Thursday

G. FARM AND WILD HARVESTED PRODUCTS

The SFMA welcomes a wide variety of growing methods to the market. Respect regarding other vendors' products, their growing methods and their pricing decisions is expected as part of the professional behavior anticipated at the market.

- 1. Certified Organic, Biodynamic or first, second, or third year transitional claims must be supported with the appropriate certification submitted to SFMA and displayed at your stall.
- 2. The SFMA does not permit the sale of GMO fresh produce. Farm vendors are asked to retain copies of their seed receipts as verification of their seed source.
- 3. Farmers wanting to sell their products as "Naturally Grown" need to include a notarized affidavit in their application stating: At no time during the growing season or post-harvest handling of this commodity have any synthetic pesticides, fungicides, herbicides, or fertilizers been used. In the case of animals, it should read: At no time during the life of the animal have synthetic growth enhancers or medications been used.
- 4. Signage displaying growing methods of edible farm products is not mandatory, but when used, will adhere to the following guidelines:
 - Signage naming products as Certified Organic, Biodynamic or first, second or third year Transitional must support these designations with prominently displayed certification documents at the front of your stall.
 - b) Signage naming products as Naturally Grown must prominently display a copy of the notarized affidavit supporting these statements.
 - c) Farms and products that are not Certified Organic, should not display signage that includes the phrases "organic" or "organically grown." All such statements should have certification to back up claims.



- d) Products that include ingredients which are not Certified Organic may not use the word "organic" when listing ingredients on product labels.
- e) The term "no sprays" is misleading and should not be used on signage or when speaking to shoppers about growing methods.
- f) Vendors who misrepresent non-organic products as organic risk receiving a rule violation or penalties levied by the Canadian Food Inspection Agency.
- 5. All other required permits and licenses shall be brought to market and made available when requested. (Example: Food Safe Certificates, Letters of Confirmation)
- 6. Resale of purchased goods is strongly prohibited.
- 7. Farmers wishing to sell prepared foods must have a minimum of 80% raw farm product for sale in order to qualify for a farm-designated stall.
 - *Exception*: When value-added foods are made from products grown by the vendor (example: dried goods or juice, pesto, canning, baking or any other value-added product). There are no theme limits on 'value added' farm products, provided that the value added is less than 20% of their booth product, and is made predominantly from their products. Farm vendors selling more than 20% of value-added farm products are expected to pay food vendor fees.
- 8. Poor Quality Produce: The Market Manager or Executive Director has the authority to ask that poor quality produce be removed. Vendors who repeatedly bring large quantities of low quality produce to sell at top quality prices, risk having their ability to sell suspended.
- 9. Eggs, dairy, meats, fowl, fish or seafood are subject to the <u>Temporary Food Market Guidelines</u> for display and sale; please refer to the aforementioned document for further information. SFMA markets are a cage-free egg zone. All eggs for sale at SFMA markets are from cage-free chickens. Organic certification and SPCA certification are considered suitable proof of cage-free status. In the case of vendors who are not SPCA certified or organic, photos or a farm visit will be required.
- 10. Fish Vendors, while you are not currently required to submit fish slips, log books etc. as part of your application, we may ask at any time for access to these documents and future review of requirements may make these documents required for vending approval.

H. PREPARED FOOD PRODUCTS

- 1. All prepared food vendors must be familiar with and follow the <u>Temporary Food Market</u> <u>Guidelines</u>. Please refer to your local health authority if you need assistance in assessing your product.
- 2. All food service vendors must be familiar with and comply with the <u>BC Fire Code Regulations for Mobile Vendors.</u>
- 3. All food for sale must be appropriately designated as either high or low risk before an application is submitted. Please refer to the following document for further information:

 http://www.vch.ca/Documents/Guidelines-for-sale-of-foods-at-temporary-food-markets.pdf
- 3. All prepared food vendors selling high risk foods, must be approved through their local BC Environmental Health Officer in order to qualify for the SFMA jury process. The Market Manager reserves the right to determine if additional information is needed.
- 4. All food documents are required to be on file with the SFMA and onsite at each market.



- 5. Vendors who use a home-based, uninspected kitchen to prepare their food are required to display a sign that is clearly visible to the consumer at the point of sale stating that: "THIS FOOD HAS BEEN PREPARED IN A CLEAN HOME KITCHEN AND NOT IN A KITCHEN INSPECTED BY A REGULATORY AUTHORITY".
- 6. Certified Organic or Biodynamic prepared food products that have a current copy of their certificate on file with the Market Manager, may be labelled as "Certified Organic" or "Biodynamic". The certificate must be publicly displayed at the vendor's stall. All other required permits and licenses such as Food Safe certificates must be brought to the market and made available when requested.
- 7. Attach ingredient labels to all prepared foods as required by your Environmental Health Officer.
- 8. Prepared food labels should include the name and contact information of the producer, or as required by your Environmental Health Officer.

SAMPLE LABEL
Paul's Pickles
paul@gmail.com
Ingredients: Cucumbers, vinegar, salt
10/2016
Refrigerate after opening

- 9. All food vendors must have liability insurance or agree not to hold the market responsible for any associated liability. This agreement is included in the legal portion of the market application and is posted on our website. For further information about liability insurance, contact: http://www.bcfarmersmarket.org/vendors/vendor-insurance-program
- 10. Refer to the Provincial <u>Temporary Food Market Guidelines</u> regarding sampling, or contact your Environmental Health Officer for the necessary requirements.
- 11. Vendors selling meat products must have an appropriate insurance policy in place which is to be submitted with their application.
- 12. The SFMA allows a limited number of liquor vendors at our market. Liquor vendors must meet the regulations established by the <u>BC Government</u>. Vendors must attain authorization to sell liquor at the Squamish Farmers' Market. Information on how you can apply for a Market Authorization is available on the <u>BC Government Business Registry One Stop</u> page.

I. CRAFT PRODUCTS

- 1. All craft products must be made in BC by the vendor who will be representing products at the market or have a family member or employee that is familiar with the production process.
- 2. The Market Board Jury Committee reserves the right to refuse any craft deemed unacceptable or of a questionable origin.

J. INSURANCE



The SFMA has limited liability insurance coverage. This does NOT cover incidences that are directly related to a vendor's product or actions. We strongly suggest and encourage that all vendors carry their own insurance in addition to the coverage provided by the market. All food vendors must have liability insurance as required or agree not to hold the market responsible for any associated liability, including but not limited to damage of vendor property, personal or customer injury or product loss and/or theft (included in the legal portion of the market application). BCAFM has excellent vendor insurance plans available. For more information please visit:

http://www.bcfarmersmarket.org/vendors/vendor-insurance-program.

K. MARKET DAY: ARRIVAL TIMES & LATENESS

- 1. Vendor stall layout will be made available on maps.managemymarket.com before the market day, with the times for set up. The link for the applicable market will be sent out in the vendor letter for that week. It is important that you arrive and unload at your appointed time. If you do not know where to unload, park safely and find the Market Manager for direction. Vendors arriving late will be asked to walk their gear into the market. During the Summer Market, no cars will be allowed onsite after 9:15 am, and all vendors must be onsite by 9:30 am, or risk having their booth space re-allocated.
- 2. Set up and tear down are typically chaotic times, so please drive slowly in the market area and roll down your windows so as to hear any directions. We appreciate your help in keeping our market safe.
- 3. The Market Manager is reachable by cell phone in case of an unforeseen event delaying a vendor's arrival at the market. Vendors experiencing an unexpected delay are expected to call the market cell phone (604-848-4339).

L. PARKING

- Vendors may unload and load vehicles from the market grounds but are not to park on the roads surrounding the Summer Market block – Cleveland, Victoria & Loggers Lane – between 10 am and 3 pm. These spaces are reserved for your customers. Vendors parking in these areas will be given one warning, and if the action is repeated, market suspension will be the consequence. There is ample parking in the gravel lots at the end of Victoria St at Loggers Lane and Main St at Loggers Lane for vendors.
- 2. Vendors at the Winter Market may unload and load vehicles from the parking area at the Squamish Adventure Centre but must park in the gravel lot across the road from the facility for the duration of the market. Vendors parking in the Adventure Centre lot will be given one warning, and if the action is repeated, will be suspended from the market.

M. STALL SET UP, TEAR DOWN AND DISPLAY

1. Awnings, tables, displays, etc. should be complete by the market start up time.



- 2. Every market day, no matter the weather, all canopies and umbrellas are required that have sufficient weight on all 4 corners of the stall to keep the cover in place during windy conditions (on a typical day in Squamish the winds will blow through in the afternoon). Sufficient weight is considered to be a minimum of 15 lbs per corner. In case of umbrellas, a heavy metal base in addition to 15 lbs of weight is sufficient. Milk jugs filled with sand is acceptable.
- 3. Access to a power source must be confirmed with the Market Manager before market day. Power cords that cross aisles must be covered by a mat in order to prevent tripping hazards.
- 4. Stalls are to remain assembled until the official closing regardless of weather, turn-out or product availability. Vendors, who have sold out prior to the end of market, may place a sign saying 'sold out' in their stall if they choose to leave their stall.
- 5. Vendors must stay within their allotted space while vending and may not extend displays, sampling, information distribution or equipment into the public area. Be sure to leave enough room to enter/exit your stall without traveling through your neighbor's booth. Space between two rows of stalls facing one another has been established to permit emergency vehicle access when outdoors or wheelchairs and strollers when indoors and cannot be infringed upon.
- 6. All vendors must remove their own garbage from the market premises at the end of the day. It is essential that vendors do not dispose of their waste in the market or city bins. The market is striving to become zero waste, and we greatly appreciate your support and contribution to these efforts. Vendors are encouraged to offer reusable, biodegradable or recyclable packaging. A waste container is required in front of your booth if you are selling or giving out products that will result in immediate waste (i.e. sample cups, plates). Please take time to sort these items into the recycling bins.
- 7. All vendors are to clean up their space after the market closes, including sweeping up any debris and removal of trash. Please do not use market trash facilities.
- 8. Disposal of 'clean' water and ice should not be done in the market area; onto grass or down storm drains is appropriate. Be aware of where water run-off flows when disposing.
- 9. Vendors can move vehicles back into the vending area only when it is safe. Communication and cooperation with the other vendors and Market Manager guarantees a smooth market teardown.
- 10. Please complete and submit the Vendor Report before leaving the market. If you are unable to complete it at this time, confirm with the Market Manager or Assistant (if present) that the report will be submitted by email within 48 hours.

N. SIGNAGE, PRICING, AND LABELING

- 1. Vendors are required to display a sign bearing their business name.
- 2. Food Safe Certificates and Letters of Confirmation from the Health Authority must be on site, at the vendor's booth on every applicable market date. Utilize one or more of the following signage techniques:
 - a) Individual price stickers on each item,
 - b) Individual price signs for each item, or
 - c) A list of price signs for each type of item, or
 - d) In case of volume sales, the minimum weight must be listed as well as the price.



- 3. All scales must be 'legal for trade' and approved by Canada Weights and Measures.
- 4. Vendors are required to meet their own tax requirements.

O. COMPLIANCE WITH SFMA GUIDELINES AND REGULATIONS

All vendor members should act in a professional manner that fosters a sense of market community and camaraderie, and a spirit of cooperative involvement that promotes the market to the communities it represents and serves.

The Squamish Farmers' Market Association has established Guidelines and Regulations to ensure that the market meets the objectives of all its stakeholders: consumers, members and the Sea to Sky community. The SFMA Board of Directors and the SFMA Market Manager will implement and enforce all Guidelines and Regulations pertaining to the operation of the SFMA in a fair and equitable manner.

- 1. Vendor Complaint Policy: The Market Manager is the vendors' advocate within the market. Vendors are encouraged to bring their concerns and problems directly to the manager. The manager has full control of the operations and conduct within the market and has the right to expel any person for just cause. Significant incidents will be recorded in writing and all parties involved are required to sign the statement. These statements will be available to the SFMA Board for review. If an individual is requested to leave the market but refuses, the local police authority will be contacted to remove him/her.
- 2. The Market Manager will determine if any vendor is failing to adhere to the policies set forth. Such failure will result in:
 - a) First offense verbal warning
 - b) Second offence written warning
 - c) Third offence expulsion from the market that day
 - d) Fourth offence expulsion from the market for the remainder of the season.

EXCEPTION: Where a vendor's or customer's safety is jeopardized there will be no need of any verbal or written warnings. Immediate suspension from further involvement with the market will be the only outcome. Such suspension shall be effective immediately and is indefinite. Vendors who receive a suspension will not receive a refund of monies paid for the dates they have been suspended.

- 3. The SFMA Board reserves the right to suspend vendors' participation in the SFMA market after a specified number of recorded violations of Guidelines and Regulations. Suspension is a last resort.
- 4. A vendor may be removed or suspended from any market or have selling privileges in a market conditioned, modified, limited or terminated by the SFMA Board of Directors as identified in the process written above.
- 5. Vendors who are deemed in violation of any federal, provincial, municipal, local health or SFMA rules and regulations will be subject to the processes written above.
- 6. *Vendor Complaints and Appeals*: complaints or appeals must be received in writing by the Market Manager within 14 days of the incident or decision respectively. The right to appeal the Manager's



- decision is available to all vendors. The SFMA Board of Directors will reply within 14 days of receiving the written appeal.
- 7. *Conflict*: complaints about other vendors, their products, pricing issues or the operation of the market are not permitted.
- 8. Vendors experiencing any difficulty with customers, health officials, market volunteers or other vendors should refer the matter to the Market Manager.
- 9. Harassment of any kind will not be tolerated. The Squamish Farmers' Market Association is committed to providing and maintaining a collegial working environment that is free from harassment where all individuals are treated with respect and dignity. Every shopper, employee, volunteer and vendor has the fundamental right to work, shop and sell in an environment free of harassment. Therefore, it is expected that all contact between co-workers, the public, and others be respectful, professional and courteous at all times. If you feel that harassment has occurred, please call or report it to the Market Manager.

P. PRODUCT CHALLENGE, SFMA POLICY AND APPROPRIATE FORM

- 1. Product challenges may be made for suspected misrepresentation of product by a vendor, and deemed as a product that is inconsistent with their application. The person challenging the product may bring the issue to the Market Manager's attention or submit a written Product Challenge on when they believe a vendor is misrepresenting his/her product. This must include: the name of the vendor being challenged, the date, the product, reason for suspicion, photographic evidence and any other pertinent details. Product Challenges may be submitted to squamishfarmersmarket@hotmail.com.
 - a) The vendor receiving the product challenge must respond to the challenge in writing to squamishfarmersmarket@hotmail.com. Failure to concede or deny a challenge may result in a determination that the challenge is valid.
 - b) Please ensure the basis of the 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 any concerns publicly.

Product Challenges will be taken seriously by the SFMA.

Q. GLOSSARY

- 1. **Aggressive Hawking**: Selling one's wares or suggesting one's opinion in an aggressive, offensive, disruptive or intrusive manner.
- 2. **Agricultural Products**: Items that are grown or raised by the applicant upon land that he/she controls through ownership or agreement. Agricultural products are made up of farm or nursery items caught or harvested wild.
- 3. **Approved Vendor**: The producer of the goods for sale, which may include family members, or employees of the applicants who assist with the cultivation and/or production of the same crops



and/or items listed for sale at the property and/or business address listed on the application. Approved vendors may also be the provider of an onsite service that has been accepted by the Jury Committee.

- 4. **Co-Packer**: A company that is hired to manufacture and/or package products for their clients (the market vendor).
- 5. **Craft Products**: Craft items are created from the component materials and have been significantly altered in a way that makes the item unique.
- 6. **Farm Products**: BC products that are either grown, raised, produced on agricultural land or harvested from wild lands or waters.
- 7. **Farm Vendor**: A person or entity that produces agricultural products by practice of the agricultural arts upon land with the person or entity who controls that land or wild foragers or fishers who are licensed to harvest from the wilds of British Columbia. The SFMA follows the BC Ministry of Agriculture definition of a farmer, which is a person or entity growing, producing, raising or keeping animals or plants, including mushrooms, or the primary products of those plants or animals.
- 8. **Grandfathered Vendors**: applies to vendors that have participated in at least 60% of markets for at least two consecutive market seasons.
- 9. **Jury Committee**: A committee appointed by the SFMA Board of Directors that has the expertise required to review submissions waiting to be approved for sale at SFMA markets.
- 10. **Market Manager**: Staff person, or persons, empowered by the Board of Directors to implement market policies and directives, and to oversee the operation of a given market.
- 11. **Member of SFMA**: An approved vendor or community member who is accepted into SFMA and who has paid the required annual membership dues set forth by the SFMA Board of Directors.
- 12. **Nursery Products**: Plants, trees or seeds that are grown and/or propagated by a vendor for the purpose of replanting. This includes cut flowers and herbs that are grown and/or propagated by the farm vendor.
- 13. **Prepared Foods**: Includes frozen meats, jams, breads or any other edible product that has been cut/seasoned, cooked, smoked, canned, or otherwise altered from its original/natural state.
- 14. **Prepared Foods Lower Risk**: Those foods in a form or state that is not capable of supporting the growth of disease-causing organisms or the production of toxins. One or more of the following factors usually applies to these foods:
 - a) Dry (water activity less than .85)
 - b) High Acid (pH less than 4.6)

Some foods with these characteristics may still be considered a higher risk food due to the source of the food, how it is processed and/or some other mitigating risk factors. Risk level must be confirmed with an Environmental Health Officer.

15. **Prepared Foods - Higher Risk**: Any food or ingredient in a form or state which is capable of supporting growth of disease causing microorganisms, or the production of toxins. Higher risk items are only permitted if produced in an approved licensed environment with the permission from the local health authority. Dairy or meat products made by someone other than those who raise the animals, from which the ingredients came, will be classified as a prepared food item,



- rather than as a farm item. Higher Risk foods that are not canned under pressure must be either refrigerated at 4 degrees C or less, or sold in a frozen solid state.
- 16. **Reselling**: The process in which a vendor purchases items from the producer or wholesaler and then seeks to sell this product at the market.
- 17. **SFMA Board of Directors**: A governing body elected by the membership of Squamish Farmers' Market Association to develop and direct the policies and procedures of SFMA.
- 18. **Sampling**: Providing small portions of the for-sale products for the consumer to sample at no charge.
- 19. **Service Vendors**: Vendors who provide a service at the market, rather than goods. Examples include, but are not limited to knife sharpening or massage.
- 20. **Storefront**: A 'brick and mortar' store that is open to the public for commercial sales for a minimum of 20 hours per week.
- 21. **Value-Added Farm Product**: Raw farm product that has been processed to deliver additional value to the consumer. Any value-added product that fits into a jury category: prepared food (ex. jam) or craft (ex. knitting done with wool from the farm), must also be juried.
- 22. **Vendor (Market) Collectives**: A group of approved vendors who have applied and been accepted to sell as a collective of producers in a shared stall.
- 23. **Vendor Report**: An accurate, anonymous report of gross sales submitted by each vendor at the end of each market day to a market staff person. Vendors may submit the report or amendments by email or phone within 48 hours, after the close of the market.
- 24. **Washing Station**: Running water, soap in a dispenser, paper towels; a 22.7 litre plastic water jug with a spigot is an accepted water source.
- 25. **Wild Crafted, Caught or Harvested**: Edible products that are caught, picked, or hunted in either wild BC waters or on wild BC lands with the appropriate permits.