

Artisan Farmers Market (AFMS)

2023 Vendor Handbook



Burnaby Farmers Market
Lonsdale Quay Farmers Market
Ambleside Farmers Market

Vendor Acknowledgment:

When you apply as a vendor at our markets you will be asked to agree to this statement.

I, _____, am legally entitled to represent the business
(print name)

named below. I have read and understood the policies of the Artisan Farmers Market Society as described in this Handbook. Upon being selected to participate in the Artisan Farmers Market, I agree to abide by these policies.

Business Name

Signature

Date

The Artisan Farmers' Market Society (AFMS)

The AFMS is a non-profit organization with a plan to provide local communities with locally grown foods, farm products, and other locally made products. We host markets to facilitate a direct producer-to-consumer relationship. By providing this service, we aim to preserve and promote local agriculture, enhance local community and improve the overall quality of life.

By becoming a vendor of the Artisan Farmers' Market Society you are joining a community of people working towards a healthy sustainable future.

Governance:

The AFMS is governed by an elected board of directors who work closely with the market management team to develop policies to regulate market operations and to clarify participation in the market. The AFMS has the right to change, delete or modify its policies. All policies will be enforced in a fair and respectful manner.

Our Goals:

Local: The mission of the AFMS is *to create a food secure community by improving access to local, healthy, affordable food to the community*. Local is considered the shortest possible distance between the producer and the consumer for seasonal items grown and made in BC.

Sustainable: The AFMS aims to be a sustainable non-profit society, meaning its outputs do not exceed inputs on any resource level including human, financial, creative and environmental.

Community-Oriented: A community approach actively seeks participation from, and development with, community members including neighbourhood residents and supporters, area businesses, and community organizations including non-profit and NGO's. The AFMS strives to increase awareness of local food issues and increase education about and in support of regional agriculture.

Our Policies:

A farmers' market is a lively, busy and sometimes challenging environment. In order to ensure the success of the markets as effective, equitable and enjoyable outlets for producers to sell products directly to consumers, AFMS has established the following Policies. Please familiarize yourself with them, as they are the basis for decisions concerning your participation in these markets.

Your adherence is respectfully required.

AFMS Vendor Policies

1. VENDOR ELIGIBILITY

- a. All prospective vendors must apply in advance of the market season and have their application reviewed for acceptance by AFMS.
- b. A non-refundable \$25 application fee is required with all applications to the AFMS.
- c. Application to be a vendor with AFMS does not guarantee acceptance.
- d. All accepted vendors must apply to become members of the AFMS, and pay a **non-refundable annual membership fee of \$50**. Vendor membership is valid until the end of the calendar year for which the membership was subscribed.
- e. All products are to be sold by the producer. Family members living with the producer or employees involved in production may attend instead of the registered vendor provided they are well-versed in affairs of the farm/business and all regulations continue to be met (ex: possession of Food Safe or Serving It Right certification, as necessary).
- f. Potential vendors who arrive on market day without prior registration will not be accepted.
- g. Prepared food, and craft vendors (including art and body care) must have their products juried prior to acceptance, except past vendors who have been contacted by AFMS with an invitation to return. (Those vendors are considered pre-approved and do not need their products juried unless products have changed. See Policy 2.e.)
- h. No sub-letting of stalls is permitted. Stall sharing is allowed if both vendors apply, are accepted, are members of the AFMS and are both present at each market.
- i. **Reselling of product is not permitted.** All products must be made, baked, grown, or otherwise produced by the vendors themselves. See Policy 3 (Acceptable Product) for additional information.
- j. Co-ops and collectives are encouraged – the representative member must submit an application and obtain separate memberships for each enterprise in the group.

2. APPLICATION, JURY PROCESS AND APPROVAL

Highest priority for vendor spaces is given to farmers, growers and producers. In fairness to all, we strive for a diversity of products, encourage a variety of dates, and endeavour to share our space graciously.

The AFMS reserves the right to schedule vendors on its discretion according to the demand for their product / number of vendors selling the same product / number of spaces available.

- a. All prospective vendors must submit a completed application form, together with photocopies or scanned copies of all other documentation required for their category.
- b. All applicants are advised to be very clear about what they plan to sell and list all items in their application.
- c. Prospective craft vendors, note that all crafts must be handmade by the applicant. No kit crafts, imported crafts or items crafted by someone other than the applicant will be accepted.
- d. All prospective vendors selling food items must provide a current copy of a license/letter of approval from Vancouver Coastal Health and/or Fraser Health Authority (depending on the health region of the market to be attended) and a Market Safe or Food Safe certificate with their application. (See Policy 6 Food Safety for more information.)

- e. All prospective cosmetic vendors must provide their Health Canada Cosmetic Number(s) for products with their application.
- f. Pre-approved vendors (past vendors who are invited to return) will be contacted privately in advance of the market season and given any necessary instructions. Their products do not require jurying.
- g. Application forms for all vendors, including returning vendors, received by **March 1st 2023** to will be processed as a first priority.
- h. After review of the applications, prospective vendors, except those in the "farmers, growers and producers" category (who are exempt from jurying), may be selected to have their product juried by a committee of at least three AFMS staff or board. AFMS aims to complete jurying before April 1st.
- i. Vendors who have been pre-approved to sell at the Market do not need jurying for products that have previously been approved for sale with AFMS. However, if a pre-approved vendor wishes to sell new or changed product they must also submit the necessary documentation to AFMS as per Policies 2.n and 3.b and may be subjected to jurying.
- j. At jurying, samples of any products intended for sale must be made available for testing by the jury. Vendors with body care products must provide samples that can be opened and tested by the jury. Full ingredient lists must be available for each individual product.
- k. Jurors will take the following factors into consideration: overall product mix and balance, seasonal availability, consumer demand as assessed by AFMS staff, current number of vendors with similar product, producer's history of selling such product, and producer's history of compliance with Market policies.
- l. Applications received after March 1st, 2023 may be juried and added to a waitlist on a first come first served basis in regard to choice of dates and based on jury results, and the number of similar vendors in their category.
- m. Acceptance and dates will be confirmed for successful applicants by April 7th, 2023. If approved as a vendor you will receive a letter stating the dates for which you have been approved, along with an invoice. Information regarding deadlines will be included in that invoice.
- n. **Payment for your first, and subsequent markets, must be received by AFMS 2 weeks after your receipt of invoice or before your first market date, whichever comes first. We accept payment by e-transfer or post-dated cheques (dated at least two weeks prior to the market). After two weeks, unpaid invoices will forfeit market dates and spaces will be reassigned to other vendors.**
- o. Only items for which AFMS has documentation on file may be sold at the market; and, the jury must approve all items for sale. New items may not be introduced without further jurying and approval by the AFMS.
- p. In lieu of jurying of farmers, growers and producers, the AFMS reserves the right to visit the farm/production location of any vendor in order to verify the methods and raw materials used in products offered for sale.
- q. The decision of the selection committee and the Board of the AFMS are final.
- r. New vendors who have never been accepted at the Market before will be subject to a trial period of six Market dates. At any point during this time and up to one week before a seventh appearance, the AFMS may give notice to a new vendor that their future dates are cancelled, reimbursing to the new vendor any prepayment for these dates. A vendor may appeal this decision by the procedure described in Policy 14.

3. ACCEPTABLE PRODUCT

- a. The AFMS is a member of the BC Association of Farmers' Markets (BCAFM) and adheres to its "make it, bake it, and grow it" guidelines. Only approved products that are homemade, home-baked, home-grown, home-raised, caught, or wild harvested **by the vendor** can be sold, displayed or advertised at the market.
- b. Besides farm products, only products approved by AFMS may be sold. Any additional products must be juried and obtain approval before being sold at the Market.
- c. Farm products (including fished or wild-harvested products) are not juried, and therefore should be of high quality and any animals involved treated ethically, contributing to the reputation of the Market as a source of healthy, sustainable and ethical products.
- d. Resale of purchased goods is strictly prohibited, except products sold by AFMS for fundraising purposes, and products approved for sale by prepared food vendors.
- e. Vendors, including prepared food vendors, will not be permitted to resell packaged food.
- f. AFMS also discourages reselling of packaged beverages (i.e. bottled or canned pop, juice, etc.), except water, which is understood to be a necessary amenity at a summer market.
- g. AFMS encourages the use of recyclable or compostable packaging.
- h. All products for sale need to meet all applicable laws, regulations and rules as specified by federal, provincial, and municipal bodies, local health authorities, AFMS, and any certifying body to which the vendor belongs. See Policy 6 for AFMS policies regarding Food Safety.
- i. If, for reasons of quality, the absence of AFMS approval, or suspected failure to meet health or safety requirements, the AFMS determines that a product should be removed from sale, a vendor must remove the product in question from sale, although they may appeal this decision by the procedure described in Policy 14.b.
- j. The AFMS does not allow the sale of cannabis or CBD products.

4. CERTIFICATION

- a. Advertising, labelling, or verbal claims of Organic, Biodynamic or Transitional status by growers must be supported by appropriate **third party verification**.
- b. The words 'Organic', 'Biodynamic', or 'Transitional' may not be used in a grower's advertising, labelling, or verbal claims unless this documentation is on file with AFMS **and** displayed prominently in their stall for customers to see.
- c. Alcohol vendors must be compliant with Liquor Control and Licensing Branch legislation. Licenses must be submitted with application to AFMS and must be available from the vendor on Market day.
- d. All alcohol servers must have "Serving It Right" certification. Certificates must be available from the vendor on Market day.
- e. Prepared food vendors must have current Market Safe or Food Safe certification.
- f. Vendors of Higher-Risk Foods must have a letter of confirmation from the Health Department.

5. VENDOR CODE OF CONDUCT

A positive and friendly attitude is the greatest public relations asset a vendor can have. The AFMS relies on all its vendors to maintain a standard of conduct that reflects well on the market as a whole. As such, public airing of complaints or conflicts whether between vendors or with customers will not be tolerated. Public airing of such concerns at the Market weakens the fabric of goodwill on which the Market's success depends.

- a. Complaints about other vendors or their products, pricing issues or the operation of the market are to be given in writing to the AFMS.
- b. Vendors experiencing any difficulty with customers, health officials, market volunteers or another vendor must **refer the matter promptly to the Market Manager**, as well as complete and submit an Incident Report Form.
- c. Incident Report Forms will be available at each market at the Information Tent and must be submitted back to the Information Tent.
- d. Public airing at Market of conflicts of any type may result in suspension of vendors involved, at the discretion of the AFMS.
- e. Vendors may not smoke in the market area – the courtyard is a smoke-free zone.
- f. Vendors may not consume alcohol at the Market.
- g. Harassment of any kind will not be tolerated at the Market. Harassment should immediately be reported to the AFMS staff, or board as appropriate, whether the action takes place at the Market or in association with the AFMS away from the physical Market. Anyone, including vendors or customers, whose behaviour constitutes harassment at the discretion of the AFMS or its staff will be asked to leave the Market. For vendors such behaviour may result in suspension.
- h. We are committed to ensuring that our employees, volunteers, vendors and customers are able to participate in and contribute to the organization's performance, production and service delivery. This includes the opportunity to participate without discrimination, in activities conducted in the market context. We will not tolerate adverse treatment on the basis of:
 - Race
 - Ancestry
 - Religion
 - Age (19 or older)
 - Physical or Mental Disability
 - Colour
 - Place of Origin
 - Gender
 - Sexual Orientation
 - Citizenship
 - Ethnic Origin
 - Family Status
 - Marital Status
 - Retaliation for Human Rights Complaints

6. FOOD SAFETY

It is the responsibility of each vendor to adhere to all safety guidelines. Refer to the BC Centre for Disease Control's *Guidelines for the Sale of Foods at Temporary Food Markets*.

- a. All vendors selling prepared foods, including any meat, poultry or fish, are required to have Market Safe or Food Safe Level 1 certification and written approval from **Vancouver Coastal Health** (Lonsdale and Ambleside) or **Fraser Health Authority** (Burnaby). A vendor employee with Market Safe or Food Safe certification on the vendor's Fraser Health records must be present at all times at every market.
- b. These documents must be available at all markets attended, and also in the AFMS files.

- c. For prepared foods and body products, lists of all ingredients in each product must be available to consumers and Market staff at the Market.
- d. Prepared foods intended for consumption away from the Market must be labeled with the name and contact information of the producer for traceability.
- e. AFMS encourages vendors to offer samples, but requires that all samples (especially food and body products) be prepared and offered in strict adherence to Fraser Health and/or Vancouver Coastal Health standards.

7. PAYMENTS

- a. Stall fees are \$50+GST per Market date, per 10'x10' stall space.
- b. Vendors are required to pay in advance via e-transfer or post-dated cheque to reserve their market dates. Post-dated cheques (cheques dated for a future date that will be held and deposited at that future date) must be dated at least two weeks prior to the market date.
- c. Advance payment may include post-dated cheques. Cheques should be made payable to Artisan Farmers Market Society.
- d. Vendors who have cheques returned NSF will be charged \$20 plus the amount of the cheque.
- e. An interest rate of 15% per annum or .0411% per day will be charged for overdue accounts.
- f. Outstanding fees will mean forfeiture of dates. Vendors with unpaid fees due at the end of the season will not be allowed to return the following year.
- g. Stall fee payments must be up to date for vendors to be eligible to receive any reimbursements from the AFMS, including Nutrition Coupon cheques and Market Money reimbursements.
- h. Applications from vendors with payments in arrears for previous seasons will not be considered until accounts are brought up to date.
- i. For cancellation policies, see Policy 13 (Cancellations).

8. SETUP AND TAKE-DOWN

- a. Vendors may begin set-up no earlier than 7:00 a.m. unless prior arrangements have been made with the market manager.
- b. Vendors must be set up in their stalls by 8:45am. Stalls not occupied by these times may be reassigned at the sole discretion of AFMS staff.
- c. Complete awning set-up and product displays must be ready by the official start of market day.
- d. Vendors must supply their own canopies, tables, chairs, signage, float, utensils, carts, etc.
- e. Each vendor stall is 10' x 10'. More than 1 stall may be reserved at an additional cost. Product display must be confined to the dimensions of the designated stall.
- f. While AFMS will do its best to keep vendors in the same location over a season, this cannot be guaranteed. Additionally, occupation of a particular location one year does not guarantee the same location in subsequent years. AFMS management takes many factors into account when allocating locations, including but not limited to flow, anchor vendors, and product diversity. Although every effort will be made to accommodate the wishes of individual vendors, the Market Manager will determine allocation of stall sites.
- g. Excess noise (ex: car stereos) from vendor equipment is prohibited.
- h. Vendors must keep their stalls open and set up until the closing time, even if they are sold out (a sign on the table indicating such is acceptable). However, empty tables may be taken down to keep displays looking abundant.
- i. Vendors are to be off site one hour after closing time.

- j. All stalls and adjacent areas must be left clear and clean at the end of each market day, including sweeping if necessary. A broom is available upon request at the Information Tent.
- k. Vendors must follow directions of market staff with regard to entering and exiting the market area with their vehicles. Failure to observe vehicle directions is a safety risk and may result in suspension from the market.

9. STALL APPEARANCE

- a. Stalls must be clean and tidy.
- b. No plastic tarps are permitted except by prior approval of the Market Manager.
- c. Prices must be clearly displayed.
- d. In all cases, the AFMS and Market Manager will be the final judge of appearance standards.

10. SIGNAGE AND LABELLING

- a. Vendors are required to prominently display a sign bearing their business name.
- b. As per Policy 4 (Certification), growers claiming to be Organic, Biodynamic, or Transitional must prominently display certification of such at their booth.
- c. As per Policy 6 (Food Safety), acceptance/confirmation letters from Fraser Health Authority or Vancouver Coastal Health must be available at each vendor's stall. Food Safe certificates must be available at prepared food vendor's booths.
- d. **All items for sale at the Market must be clearly marked with their price.**

11. INSURANCE

AFMS **does not** provide individual coverage for vendors, or customers who are within the bounds of a vendor's tent or who are injured by a vendor's equipment or products.

- a. **All vendors are required to purchase insurance** with minimum \$2,000,000 liability coverage, and include proof of this in their application.

Comprehensive general liability coverage helps protect you as the business owner/operator from being held legally responsible for property damage or bodily injury arising from your business, property or operations. This could include anything from a slip and fall, an allergic reaction to a product, improper labelling, faulty products or mishandling of food items.

Please contact your local insurance provider for more information. If you are a BCAFM member, you may be eligible for a discount on general liability insurance rates. You can learn more at: www.bcfarmersmarket.org/vendors/vendor-insurance-program

12. VENDOR SALES REPORTS AND COUPONS

The purpose of collecting sales reports is to track the Market's economic impact, to demonstrate this to sponsors, and to evaluate the performance of the Market in general. Vendors' consistent participation contributes to the ability of the AFMS to continue to develop the Market for the better.

- a. Vendors must report their gross sales to the market manager at the end of each Market day or by email within 24 hours. Reports may be anonymous, although all personal information will remain strictly confidential.
- b. Vendors will only accept Nutrition Coupons as payment from customers for eligible products. Vendors with eligible products must accept Nutrition Coupons. Change must **not** be given for Nutrition Coupons. Vendors are responsible to know whether their products are eligible for use in the Nutrition Coupon Program. Ineligible vendors will not be reimbursed.

13. CANCELLATION POLICY

- a. Cancellations or changes of dates are to be processed through the Market Manager only.
- b. Cancellations of dates made by 8am on the Wednesday prior to the market date will result in a refund of **50% of the pre-paid stall fee** for the first two cancellations with adequate notice. This policy applies equally to all vendors.
- c. Cancellations made after 8 a.m. of the Wednesday prior to the market will not result in a refund.
- d. Cancellations must be made by email to ensure documentation of the exchange.
- e. For the first 2 times a vendor cancels within one Market season prior to 8 a.m. on the Wednesday before Market day, the vendor will be refunded 50% of their stall rental fee. A third cancelation, even before 8 a.m. on the Wednesday prior to market day, will result in the filing of an Incident Report and issuance of a warning to the vendor with no refund issued.
- f. A fourth cancellation will result in suspension from the Market and no refund issued. Special consideration may be given when multiple dates are being cancelled at once and with at least 2 weeks' notice, in which case suspension, reimbursement, and/or other consequences will be at the discretion of AFMS.
- g. Refunds will be processed twice in the Market season, on July 15th and the November 15th.
- h. Cancellations without notice (i.e. no-shows) or with insufficient notice (i.e. after 8 a.m. the Wednesday prior to the market) will result in no refund of the pre-paid stall fee and an Incident Report will be filed; the vendor will receive a warning. A second no-show within a Market season will result in the vendor's suspension and could jeopardize the vendor's long-term relationship with the Market. No-shows on market day will result in a \$50 charge, payable before returning to a future market.
- i. Vendors must contact market staff in the case of an unexpected delay on market day.
- j. Emergency cancellations made by phone on Market day will be considered a 'no-show' until the vendor makes personal contact with Market Management to explain the reason for their absence, at which time the consequences will be at the discretion of the AFMS.
- k. AFMS is an all-weather market. If a forecast of poor weather will affect a vendor's ability to attend the Market they may cancel and be refunded only according to these policies, and re-booking will be at the Market Manager's discretion.
- l. In the event of extreme weather forecasts, the market manager must make the decision to cancel the market 48 hours in advance of the market. In the event of unforeseen extreme weather the market manager may cancel the market at any point, including during the market.

14. NON-COMPLIANCE WITH POLICIES

The AFMS Board reserves the right to suspend vendors' participation in AFMS Markets after recorded violations of Policies. AFMS reserves the right to determine at its sole discretion whether a documented incident should result in a warning or suspension.

- a. Vendors must adhere to these Guidelines at all times, both at the Artisan Farmers Market and in interactions with Market staff and board. Failure to comply with these policies may result in the vendor's suspension from the Market and could jeopardize the vendor's long-term relationship with the Market.
- b. Vendors may appeal any decision of the AFMS with a written letter to the Board of Directors and a \$100 fee within one week of notice of the decision. If the appeal is successful, this fee will be returned.
- c. The AFMS is not liable for income purportedly lost during any period a vendor is suspended from the Market. The Market is only responsible for the management of funds paid to the AFMS, such as the retention or reimbursement of booth fees, which will be managed in accordance with these Policies.

15. DEFINITION OF TERMS

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|-----------|--------------------------------|--|
| a. | Board of Directors | The body that has been elected, by AFMS members, to govern the Artisan Farmers Market, including the development of its policies and bylaws. |
| b. | Crafts | Hand-made non-edible products, including but not limited to cosmetics, body-care products, jewellery, clothing and artwork. AFMS encourages craft vendors to use locally sourced materials as much as possible. |
| c. | Farmers, growers and producers | Primary producers of edible products including vegetables, fruits, and meats. This category of vendor also includes fishers, wild harvesters, flower vendors, and plant nurseries (including non-edible plants). Farm vendors are exempt from jurying for all products, but farm vendors' inventory at Market day may not consist of more than 30% prepared food (ex: jams), not including processed animal products. Prepared food is defined in Policy 15.k. |
| d. | Incident Report Form | A form available at the AFMS Information Booth every week, for the documentation of complaints or conflicts between vendors, with customers, or with Market staff. Incident Report Forms are considered official documentation of violations of AFMS Policies. |
| e. | Information Booth | A tented booth open at every Market day, hosted by the AFMS. Resources available at this booth include First Aid, maps, emergency numbers, copies of the Vendor Handbook and Incident Report Forms. |
| f. | AFMS, or the Market | Artisan Farmers Market Society, including its paid staff and Board of Directors. |
| g. | Market day | A day on which the AFMS hosts a market, as specified in these Policies. |
| h. | Main Market season | The months of May through October. |

- i.** Market staff Those employed by AFMS, including the Market Manager and Market Coordinator. This does not include Market volunteers.
- j.** Member of AFMS Vendors who have applied for and been granted membership for the Artisan Farmers Market Society, incorporated under the BC Societies act. Members of AFMS may vote at the AFMS Annual General Meeting. This is held within six months of the end of the Financial Year-End. Approved vendors must become members of AFMS; members of the public are also welcome to apply for membership.
- k.** Prepared food Edible products that have been processed, including but not limited to foods subjected to: cutting, canning, cooking, baking, smoking, drying, or otherwise changing the nature of a food product, as defined by Fraser Health or Vancouver Coastal Health. Vendors of prepared food are in a separate category from farmers. AFMS encourages prepared food vendors to use locally sourced ingredients as much as possible.
- l.** Reselling The practice of selling a purchased product. Reselling is not permitted at the Market, All products to be sold must be made, baked or grown by the vendor. Approval of processing is at the sole discretion of the AFMS and its jury.
- m.** Samples Any products that are given to Market visitors gratis. Samples are subject to Fraser Health or Vancouver Coastal Health regulations.
- n.** Suspension When a vendor is required by AFMS to forfeit all future dates at the Market until further notice. Suspensions may result from violations of these Policies, and may be preceded by a Warning. Suspensions will be given with written notice and may be disputed through the procedure outlined in Policy 14.
- o.** Vendors Businesses or organizations that have applied or paid to book a stall at the Artisan Farmers Market, whether paying or gratis. Policies apply equally to family members (residing with the vendor) or employees of the vendor who are present at the vendor's booth at Market day. No other persons are permitted to represent the vendor at their booth.
- p.** Warning A letter issued to a vendor to indicate that they have violated a Policy and that an Incident Report has been filed. Receipt of a warning should be understood as indication that suspension may be the next step.
- q.** Wild-harvested Products that are native to BC that are picked or hunted by the vendor. Vendors of wild-harvested products must retain all necessary appropriate permits, in particular any required to allow the vendor to obtain *and* sell such products.



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A special thanks to the Langley Community Farmers Market Society and the Vancouver Farmers Market Society
for their assistance in constructing this handbook.