



## **2022 Gabriola Agricultural Co-op Outdoor Farmers Markets VENDOR POLICIES & GUIDELINES**

### **ADMINISTRATION**

The Market is administered by the Co-op pursuant to the following regulations:

1. The Co-op sets fees and determines Market policies in compliance with Vancouver Island Health Authority.
2. The on-site Market Manager oversees the Market and has authority to assign vending space, settle disputes, disqualify vendors for violations of regulations, determine goods for sale, and determine existing and new Vendor eligibility.
4. The Co-op Board of Directors reserves the right to terminate the Market or to change its time as it deems necessary or appropriate.

### **ELIGIBILITY OF SELLERS**

A Vendor must be a producer. A producer is anyone who is directly involved in the production of permitted goods. The term producer includes those individuals who are directly involved in the cultivation and production of a farm or garden; in the cultivation and production of livestock for food; or in the creation or production of minimally processed foods. In such case, if the Vendor is not the producer, the producer must be named in this agreement and must sign this agreement. Goods sold at the market must be grown or made on Gabriola unless otherwise approved by Market Management. For the 2022 market season, only Vendors selling produce (fruits and vegetables) who meet the qualifications of a producer as defined above, can resell produce (fruits and vegetables) grown on Gabriola under the following rules for resale of produce (fruits and vegetables): The Vendor agrees to abide by all applicable federal, provincial and local laws and ordinances, and agrees that the violation by the Vendor of such a law or ordinance may be deemed by the Co-op Board of Directors to be a material breach of this contract.

### **BCFMA Coupon Program:**

Farmers Egg and Meat producers are encouraged to participate in the BCFMA Coupon program that is administered by the PHC and the Agi Co-op.

The primary vendor must indicate in the online form whether or not he/she is participating in the BCFMA Coupon Program.  
Market staff will contact the Vendor to provide him/her with necessary training.

### **PERMITTED EDIBLE GOODS FOR SALE**

The following goods may be sold at the Market:

Fruits, vegetables, dried and fresh herbs and spices, plants, flowers, honey, eggs, and crafts. Baked goods and some minimally processed foods may be sold: cookies, cakes, fruit pies, cupcakes, bars, yeast breads, and fruit bread.  
Candy such as caramels, chocolates, fudge, peanut brittle, and chocolate covered nuts.



Produce must be clean (no dirt/mud) and nicely merchandised. Produce may not be displayed on the ground. Produce that does not meet with management approval will be removed or remerchandised.

For High-Risk Foods, vendors should always have a copy of the letter of confirmation from VIHA to verify that the products have been prepared in an approved, commercial food premises and that the products have been reviewed and accepted by a Health Authority.

**EGGS:**

- Shells are sound and not cracked/leaking
- Shells are clean and free of any fecal material or feathers
- Eggs are maintained at an internal temperature of 4°C during transportation and storage/display at the market.
- Crates used to contain the eggs are clean and maintained in a sanitary manner.
- The minimum information on crates should indicate the name of farm/producer and the packaging or sale date.

**GOODS NOT PERMITTED FOR SALE**

No potentially hazardous foods may be sold. It is the responsibility of the Vendor to ensure all items are deemed edible before selling. The Co-op, its members, staff, agents, employees, the Market Manager, nor Market Advisory Board will not be held liable for any violation.

**REGISTRATION TO SELL**

Vendors must submit a signed agreement and pay applicable rental fees before selling any goods at the Market.

**ASSIGNMENTS AND LIMITS OF SPACE**

Each Vendor is limited to one vending space unless otherwise assigned. A vending space is one space approximately 8'x8' or 10'x10' in size. There shall be no subletting of vendors' space. The Market Manager may move Vendors to specific vending spaces, reserve vending spaces, or restrict vending spaces as he/she deems appropriate. The Vendor understands that the Co-op, and the Market Advisory Board, or Market Manager will attempt to reassign spaces if those spaces, for reasons outside the Co-op's control, become unavailable on a particular Market day.

For safety reasons, the Market Management highly recommends that Vendors provide a canopy for their booth. The market does not provide shade, and the sun gets dangerously hot!



### **VENDOR PARKING**

Saturday Market: Vendors must not park in the lower parking lot or on the road within 6 car lengths of the market space. This space is reserved for market customers and people with disabilities.

Wednesday Market: Vendors must park on the road or across the street from the Commons.

### **ACCESS TO SPACE**

Vendors' motorized vehicles may access the market up to one half hour before markets open and 15 minutes after the closing. If a vendor arrives after or before these times, it is a safety hazard for the vendor to take a vehicle to the assigned space and the product must then be unloaded/loaded from the parking lot. Vendor's motorized vehicles will not be moved in and out of the Market during market hours.

### **SIGNAGE**

If the vendor is participating in the farmers' market coupon program, appropriate signage must be displayed as indicated.

In consideration of the other vendors and public safety, please confine your product and signage to the designated booth space dimensions. Vendors may be asked by the Market Manager to make adjustments to satisfy this requirement.

### **BC'S ORGANIC CERTIFICATION REGULATION**

The term "organic" is now a protected label within BC for agricultural products that have been produced or processed in BC, and for which certified organic programs exist.

Organic producers, processors, distributors and others in the supply chain who use the 'organic' protected label are expected to be able to produce proof of up-to-date certification or attestation upon request by a Ministry of Agriculture enforcement officer. Uncertified operators in the province marketing their agricultural products as 'organic' could face penalties, including fines.

Vendors can find information on these guidelines at

[https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/animal-and-crops/organic-production/guidelines\\_bc\\_organic\\_regulation\\_](https://www2.gov.bc.ca/assets/gov/farming-natural-resources-and-industry/agriculture-and-seafood/animal-and-crops/organic-production/guidelines_bc_organic_regulation_)

### **EXPECTATIONS OF VENDOR ATTENDANCE**

The vendor must be in his/her assigned space at least 15 minutes prior to market.

If a vendor is not in their space and has not informed the Market Manager that he/she will be late, the vendor will forfeit his/her spot for that day.

Vendors with assigned spaces are expected to attend the market on a regular basis, failure to do so may affect spot assignment the following year.

Vendors are required to stay until the market closes, if all goods are sold the vendor must display a sign stating the item(s) that were for sale with a SOLD OUT sign. The vendor must not disrupt the market by packing up tables/chairs and display through the market hours. The vendor can return after the market closes to pack up remaining items.

Please contact the Market Manager if you cannot agree to these terms.



### **HOURS OF OPERATION**

In fairness to all Vendors, selling begins at the opening bell. All vendors are expected to be prepared to sell promptly at the market start.

### **EQUIPMENT AND SUPPLIES**

Each vendor must supply his/her own tent, canopies, tables, chairs, weather protection and display equipment. If selling goods by weight, the vendor must supply a legal produce scale that is subject to periodic inspection.

The vendor is solely responsible for any damages or personal injury resulting from its equipment or set-up.

### **WEATHER**

The Market will not be canceled due to rain. The Market will allow the vendor the decision to, at its own risk, leave or stay and carry on in the event the Market is called due to threatening weather. However, in such circumstances, staff may not be present and is not responsible for any damage. When rain is accompanied by lightning and/or high winds, it may be necessary for vendors to drop their tents to their lowest levels and take cover. Canceling or closing the Market early will be handled on an independent basis.

### **TENT CANOPY WEIGHTS**

Vendors are expected to provide weights to hold down their umbrella, canopy or tents. Canopy weights are the most effective method to secure a tent or canopy in high winds. Minimum suggestions are 25 pounds/leg weights for all unsecured legs, however Vendors are advised that best protection is found with 40 pound weights.

### **HEALTH AND SAFETY REQUIREMENTS**

All fruit and vegetables offered for sale must be in sound condition and safe for human consumption. Vendors are solely responsible for damages resulting from the sale of unsound or unsafe goods. No potentially hazardous foods are allowed to be sold. If you have a question regarding a particular food, please consult with the Market Manager.

### **SAMPLES**

If Vendor desires to offer samplings of any product or produce that becomes potentially hazardous after cutting the product, a handwashing station is required, with hot water in a thermos, soap and paper towels, a way to offer the sample that will avoid any hand contact (gloves, tongs etc.) head covering for people offering samples, a way to wash containers, utensils (can be three plastic tubs with wash tub, rinse tub and sanitizing tub) a test kit for sanitizer, and a way to keep samples chilled if necessary (for example, cut melon, tomatoes need to be kept chilled once cut with the goal of 41 degrees (C) or lower)



### **PET FRIENDLY MARKET**

The Farmer's Market is a pet-friendly market, as long as your pet is friendly. The on-site Market Manager reserves the right to make this distinction, and animals are only allowed on the property at the Market Manager's discretion. Animals may not roam freely on the property: neither the Co-op nor its volunteer staff assumes any liability resulting from animals' behavior.

### **PROPERTY MAINTENANCE AND UTILIZATION**

Vendors must vacate the premises within one hour after the closing of the market and remove all personal items and equipment. Vendors must clean litter and debris before leaving. Trash cans are provided at the Market for Vendors' use.

### **RIGHT TO USE**

The Market shall have the right, but not the obligation, to use Vendor's name, photograph, likeness and approved biographical data (Name and Likeness) for the purpose of advertising, marketing, and promoting any matter related to the Market performed hereunder with Vendor's permission.

### **COVENANT NOT TO SUE**

The undersigned Vendor agrees not to institute any action or suit of law or in equity against The Gabriola Agricultural Co-op Board of Directors members, the Market Manager, or the staff and employees of The Gabriola Agricultural Co-op, because of operation under the agreement. The Vendor will not aid in the institution or prosecution of any claim for damages, cost, loss of service, expenses, or compensation for or on account of any damages, loss, or injury to person or property as a result of operation under this agreement.

Contact the Gabriola Agricultural Co-op for more info:

[manager@gabriolaagriculturalcoop.ca](mailto:manager@gabriolaagriculturalcoop.ca)