

## 2017 VENDORS HANDBOOK & GUIDELINES

### PURPOSE:

The purpose of this handbook is to describe the operations and administration of the **Desnede Farmers Market (DFM)** and to provide vendors with the rules and regulations of this farmers' market as set out in the approved bylaws.

### ORGANIZATION:

The Society Objectives are as follows:

1. *To support economic diversity and encourage small business*
2. *To facilitate the local market*
3. *To support and advocate for the development of healthy and local food systems*

The DFM is a registered non-profit organization under the Northwest Territories Society Act. The DFM is governed by a Board of Directors that are assembled in compliance with the society's By-laws.

**Society contact information:** Diane Seals (T) 872-8400 Email: dseals@fortsmith.ca

**2017 Market location and season:** Fort Smith's Centennial Arena Park

### PRODUCTS:

Only approved products that are locally made, baked, grown, or harvested by the vendor can be sold, displayed, or advertised at the market. The sale of items grown or produced by anyone other than the vendor is reserved primarily for items otherwise not available from other vendors at the market and is only permitted by special provision. **Such items must be approved by the Board in advance** of being sold or offered at the market. These items must be labeled with their originating producer.

All products for sale at the DFM must be pre-approved by the Board and should fit within the DFM objectives. Products must be locally produced and need to fit into the categories listed in the Society By-Laws.

List of product categories:

- Agriculture products
- Processed products
- Food concession
- Arts & crafts products

## DESNEDE FARMERS MARKET

### **FOOD SAFETY:**

Applicants selling food (hot, cold, beverages, jams, jellies, etc.) **MUST** complete an **Application for Approval of Temporary Food Establishment Permit** and present this to the DFM Board members **BEFORE** selling at the Desnedé Farmers Market. The vendor must submit a copy of the permit to the DFM with their annual DFM membership application. The vendor must also display a copy of their permit at their table each time they attend the market.

**Contact:** Colin Merz – Environmental Health Officer

**(T)** 867-874-6596

**Email:** Colin\_Merz@gov.nt.ca

### **VENDORS:**

**Vendors** = organizations, businesses, individuals, and food trucks who sell products at the Desnede Farmers Market.

**Fees:** Vendors are required to be members of the Society. The fee for membership is set at **\$20.00 annually.**

- All vendors are entitled to **one free** market attendance with the annual society fee. Subsequent market attendance is \$20 per week per vendor.
- Vendors are encouraged to bring their own tables and chairs. However, a limited number are available.

Society applications can be submitted at the market on your first day of attendance. All fees are to be paid in advance on or before market day. Vendor fees are non-refundable.

### **ATTENDANCE:**

Stall locations will be available on a first come first serve basis as available.

Stall size is to be no larger than the size of a truck or standard marquee tent.

The market operates on **Saturday mornings: 11:00 am – 1:00 pm.**

- The market will be opened officially with the ringing of the market bell. Sales cannot start until the ringing of the bell at 11:00 am.
- Vendors may begin set-up no earlier than 30 minutes prior to market opening and must be complete by market opening.
- Vendors must keep booth open for a **minimum of ONE HOUR.**
- Vendors are to be off site within 30 minutes of market closing (*for site clean up*).
- Vendors must clean up their site and dispose of their own garbage at the end of the market.
- Vendors are encouraged to compost any food waste.

## DESNEDE FARMERS MARKET

### **BOOTH AND SIGNAGE:**

Stalls should have an attractive and professional appearance and be kept neat and clean.

- Vendors can access tables from the society as available.
- All tents must be secured with weights.
- Vendors must display a sign bearing their business name.

Each vendor must display a sign with their business name at their table in the market.

### **PRICING AND LABELLING:**

Prices of items for sale must use one or more of the following signage techniques:

- individual price stickers on each item, or
- prices posted on sign(s) for each type of item, or

DFM reserves the right to regulate vendor signage and product labelling. **DFM does not regulate pricing.**

Pricing of goods sold at the Market should reflect the cost of goods, including labour, marketing expenses and a reasonable profit.

Collusion and deceptive pricing practices are strictly forbidden. Vendors are not allowed to harass or pressure other vendors regarding the pricing of their products.

Vendors must be able to provide clear information about ingredients and/or production methods, which must be made available to any consumer who requests it.

### **PACKAGING:**

The use of environmentally friendly and compostable packaging and cutlery is preferred.

In our efforts to reduce waste, the DFM will encourage patrons to bring reusable bags and their own dishware and cutlery.

Vendors are not permitted to smoke or consume alcoholic beverages on the market site.

### **SECURITY:**

DFM does not provide security during the market operation. Vendors are reminded to be alert and to keep their cash and products secure.

Please be vigilant and report any suspicious activities to the Market Manager.

## DESNEDE FARMERS MARKET

### **BUSINESS LICENSE:**

Vendors, as members of the DFM can retail products at the Market under the **Desnedé Farmers Market business licence** only while they are selling products at the Market.

Any vendors who sell products at other venues in addition to the DFM Market are obligated to obtain a business licence from the Town of Fort Smith in order to comply with Town by-laws.

### **NOTE:**

1. Vendors who currently hold business licenses or those who are operating as a business as per Town by-laws, be it commercial or home-based, must be in good standing with the Town.
2. The DFM business license only covers vendors operating at the DFM Market, and includes markets during the 2017 season.

### **INSURANCE:**

Vendors are responsible for their own individual insurance coverage. Membership in DFM provides a waiver, saving harmless of responsibility by DFM for any products or services offered by members.

### **ADVERTISING AND PROMOTION:**

The DFM will provide:

- visible advertising signage for the Market on every market day;
- will promote the Market before and during the season;
- will work with the vendors to make the Market attractive to shoppers;
- build bridges with local merchants, organizations, charities;
- will continue to work on raising awareness about local food.

### **GROSS SALES INFORMATION:**

For market statistic purposes, vendors are to provide the Market Manager with gross sales figures for each Market at the end of each market.

- This information will be **confidential** and will be used for overall market statistics purposes only. We cannot overstate the importance of this collective information as we negotiate with funders and corporate sponsors in the future.

## DESNEDE FARMERS MARKET

### **WEATHER:**

As an outdoor market, it is possible that the Market will operate under inclement weather. It is up to the vendor to be fully prepared for the weather.

Under the advisement by the proper authorities, the DFM Board reserves the right to cancel the market when emergency provisions or extreme weather warnings are in effect.

No refunds will be provided in the event of cancellations.

### **NON-COMPLIANCE OF GUIDELINES AND REGULATIONS:**

The guidelines and regulations are to ensure that the Market meets the objectives of all stakeholders:

- consumers,
- vendors, and
- the Desnedé Farmers Market.

The DFM Board, the Market Manager and regulatory partners will implement and enforce all guidelines and regulations pertaining to the operation of the Farmers Market.

The DFM Board reserves the right to suspend vendor's participation in the DFM.

### **GRIEVANCE AND CONCERNS:**

Should a vendor feel their rights as a member of DFM have been violated in some way, or feel that another vendor, or someone else has acted outside their authority with the DFM, or in a way that harms the DFM as a whole, the following action should be taken.

- A formal complaint should be submitted in writing to the Board of Directors with a request to address the issue;
- Verbal complaints to the Market Manager must be recorded, signed and dated by both the complainant and the Market Manager for submission to the Board;
- The Board may request additional information from complainants.
- All complaints will be dealt with by a minimum of two (2) Board Members accompanied by the Market Manager when appropriate.

Desnede Farmers Market / 2017

<b>Vendor Application Form</b>	<b>Producer's Name:</b>			
	<b>Trade Name:</b>			
	<b>Address:</b>			
	<b>Telephone:</b>		<b>Cell:</b>	
	<b>Email:</b>			
	<b>Category of Products</b> (check all that apply)		<b>Description of Products</b> <sup>(1)</sup> (List products intended for sale)	
	<input type="checkbox"/> Agriculture products <input type="checkbox"/> Processed products <input type="checkbox"/> Food Concession <input type="checkbox"/> Arts & Crafts products			

(1): Attach an additional list if needed. Approval of products is made by the DFM and changes to this list made during the market season needs to be submitted in writing and are subject to prior approval.

**Membership and Market Fees:**

- Membership fee to Desnede Farmers Market Society; \$ 20.00 / year
- Stall and table rental fee (*payable before each Market day*) \$ 20.00 / market

**I have read and understand the *Waivers* detailed on Page 2 of this application form.**

Where applicable vendors MUST have **Approval of Temporary Food Establishment Permit** issued by Environmental Health Officer - Health & Social Services and provide a copy with this application.

The DFM is not responsible for damages due to fire, theft or any damages that occur as a result of the vendor's actions at the market.

By signing below, I certify that I have read, understand and agree to abide by the guidelines of the Desnede Farmers Market as specifically outlined in the Vendor Handbook. I agree to abide by all laws, codes, and regulations that apply to doing business at the Market and in the Town of Fort Smith

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Print Name: \_\_\_\_\_

## DESNEDE FARMERS MARKET

### General Waiver

- I acknowledge both that there are risks inherent in with the events, activities associated with the sale of produce and related products associated with a Farmers Market including injuries. I hereby agree to assume all of those risks and responsibilities unconditionally.
- I have read and understand the *Waiver of Liability* (see below).
- I confirm that I have read the *DFM Vendor's Handbook & Guidelines* and agree to abide by those directives and any direction or decisions made by the Market Manager with relation to activities or actions of myself while participating at the DFM Market.

### Waiver of Liability

- I agree to hold the Society and all of their volunteers, officers, employees, representatives, directors or agents (collectively "agents") from and against all liability claims, suits, damages, levies, cost, losses and fees including attorney fees arising out of or related to my activities with the Market. I release and waive any claims that I may have or may in the future have against the Society and its agents from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of participation in the activities due to any cause whatsoever.

### General Conditions

- It is the sole responsibility of the vendors to be aware of and comply with all Municipal, Territorial and Federal regulations regarding labelling, measures, health and safety regulations and necessary permits, for all products offered for sale at the Market. The DFM will be neither responsible for advising vendors of the regulations nor for any dealings with government officials that may visit the Market for the purpose of conducting inspections.
- Vendors who use a home-based uninspected kitchen 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."
- All vendors must comply with the requirements set by the Canadian Food Inspection Agency and local Health Units (labeling produce by type, quantity and price, cooling, sanitation, etc.)
  - Vendors are responsible to obtain all necessary licenses, permits, inspections and certificates for the sale of their product annually.
  - Compliance with both Provincial and Federal Sales Tax Regulations is the responsibility of the individual vendor.
- Vendors may carry products that they do not actually produce on the condition they don't exceed 50% of their annual (market) sales. Such items must be approved by the Board in advance of selling at the market. These items will be identified as to their originating producer.
- Each vendor is responsible for their own liability insurance.
- All items offered for sale must have prices prominently and clearly displayed. Vendors must not practice distress pricing by undercutting other vendors or dumping products at bargain or sale prices. Volume buying sales incentives such as "\$2 each – 3 for \$5" are permitted, but not incentives that present a flea market image (ie. "Year-end Sale," "Buy two get one free" or "Discount.")