

REVISED: JAN 2023

ESQUIMALT FARMERS MARKET

POLICIES & PROCEDURES

THE ESQUIMALT FARMERS MARKET OPERATES ON THE
LAND OF THE LƏ́KʷƏŃƏN (SONGHEES) AND XWSEPSUM
(ESQUIMALT) NATIONS.

AS A FOOD-FIRST FARMERS MARKET, WE
ACKNOWLEDGE THAT MANY OF THE PRACTICES
REPRESENTED AT THE MARKET ARE A RESULT OF
ONGOING FORMS OF COLONIALISM.

AS WE CONTINUE TO GROW AS AN ORGANIZATION, WE
ENDEAVOUR TO STRENGTHEN OUR RELATIONSHIPS
AND RESPONSIBILITIES TO THE PEOPLE, NATIONS, AND
TREATIES IN THIS PLACE.

ABOUT ESQUIMALT FARMERS MARKET (EFM)

The Esquimalt Farmers Market was born as an idea in 2014 and launched in May 2015. EFM exists to provide a marketplace that serves as a community gathering point for relationship-building, promotion of and access to our local food system, and equity-based environmental and economic sustainability in Esquimalt and beyond.



MAKE, BAKE, OR GROW

Vendors must abide by make, bake, or grow BC Association of Farmers Markets (BCAFM) policies. EFM supports local growers and producers and those who engage in environmentally sound farming practices. Furthermore, EFM encourages backyard farmers to help nourish their community.

BUILDING COMMUNITY & OPPORTUNITY

EFM goes beyond stimulating the economy and neighbourhood by supporting access to and growth of our local food system. EFM believes in building connections that create a sense of community through partnerships, collaborations, and relationship building.

SUSTAINABILITY

EFM supports and promotes a sustainable food system featuring locally grown and produced items.

With the understanding that sustainability is inextricable from broader social structures, our goal to foster environmental and economic sustainability is informed by an ongoing commitment to build just and equitable access to the marketplace and food security in our community.

LOW-WASTE MARKET

Energy, Water, & Emissions

- EFM aims to minimize energy consumption. Vendors are encouraged to turn off equipment when not in use and maintain equipment for highest energy efficiency.
- EFM promotes reusable water bottles and municipal drinking water.
- EFM is a "no idling" zone. All vendors must turn off their vehicles when loading/unloading.

Supplies

- Vendors MUST provide eco-friendly take-out ware and packaging.
- Use sustainably made paper or wood/bamboo/hemp products instead of compostable plastics.
- Plastics (including but not limited to, plastic straws, drink lids, ramekins, bags and/or utensils, and styrofoam products are prohibited.
- EFM has the right to audit vendor packaging.

Waste and Recycling

- Vendors must pack out their own recycling and waste.
- No single-use items (individual sugar and condiment packets, etc.)
- Vendors are discouraged from the use of single-use disposable plastics, especially compostable plastics.
- Vendors are encouraged to develop refill programs.

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MARKET SEASON & HOURS OF OPERATION

EFM runs weekly outdoors from April to mid-September with additional indoor markets running throughout the fall. Please refer to the application form for the dates of each market.

1. Spring/Summer Markets open at 4:30 pm and close at 7:30 pm. Fall markets close at 6:30pm.
2. Vendors may set up their stalls commencing at 3pm (no earlier) and must remove their stalls within one hour of the close time.
3. Vendors may not tear down their stall before the close of the Market.
4. Vendors who sell out of product do not need to stay at their table; however tables/stands must be left in a tidy and presentable manner with a 'Sold Out' sign clearly visible.
5. Vendors must be at the Market AT LEAST 45 minutes prior to the start of the Market and be set up and ready at least 15 minutes prior to the start of the Market.
6. Sales prior to the market opening at 4:30pm are not permitted, except to fellow Vendors, Volunteers, and market Staff. Please support your fellow Vendors and use their wares when creating your own whenever possible.
7. In cases of inclement weather, the Market Manager may open early to capture available audiences or close entirely as necessary.



07

VENDOR APPLICATION AND APPROVAL

FIND THE APPLICATION PROCESS ON OUR [WEBSITE](#)

7.1 All vendors must complete a full vendor application in order to be considered for the Market. Submission of an application does not guarantee a space in the Market.

7.2 EFM is using Marketwurks as our application platform.

7.3 Vendors will be selected based on the following criteria: EFM is a food-first market (farmers and food producers will be prioritized); self-identified Black Indigenous People of Colour (BIPOC) will be prioritized; those who source local and/or from fellow EFM vendors; consumer demand as determined by Market staff; overall Market product mix & balance; stall availability; history of compliance with Market rules; timely receipt of application forms, documents & payment.

7.4 Vendors acceptance to the regular or "off season" does not guarantee acceptance to the other.

7.5 Vendor seniority will not automatically carry over into the following calendar year. EFM encourages the application of new vendors and acknowledges the racist histories behind grandfather clauses.

7.6 Applications must include all information and documents relevant to the sale of your produce, goods or products including a listing of all items being sold (broken down to ingredients and sources of seeds/supplies/etc.) as well as names of all people who have the right to sell for you and any required approvals and/or licenses for the business. Failure to provide the required information may disqualify your application from consideration.



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VENDOR APPLICATION AND APPROVAL CONTINUED

VISIT OUR [WEBSITE](#) FOR MORE INFORMATION

8.7 RESALES ARE NOT ALLOWED from outside sources! This includes imported products, soft drinks, bottled water, MLM products etc. Sales of juice, coffee, tea must be approved by EFM with recipes and sources submitted.

8.8 Vendors who operate storefronts will be considered when they are complimentary to EFM.

8.9 Co-op arrangements to be considered at the discretion of the Executive Director.

8.10 Vendors must attend a minimum of THREE Markets prior to the Holiday Market to be considered. Special exceptions may apply, but this should not be relied upon.

8.11 Vendors with outstanding payments will not be considered for future Markets and tardiness in payment will jeopardize future participation.



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PAYMENT METHOD

9.1 All fees are due by the date on the invoice.

9.2 Vendors must pre-pay for all markets before the season commences. Fees apply for missed markets. Additional fines will apply for cancellations and no-shows. EFM has a no refund policy.

9.2 Please pay through the payment system on marketwurks (preferred). We accept e-transfer to **payments@esquimaltmarket.com**. Please specify the invoice # with each payment. Furthermore, payments will be accepted by cheque and mailed to:

Esquimalt Farmers Market Society
#402-27 Songhees Road
V9A 7M6

2023 SEASON FEES

EFM is incredibly grateful for our fabulous vendor community and all the ways that we have been able to thrive as a community market.

As our organization continues to grow we are raising our fees to allow for our operational expenses.

Application Fee: \$15/year (non-refundable)

**Society Membership Fee: \$15/year
(mandatory upon acceptance)**

10 MARKET FEES EXCL GST

Reserved Vendors ***Must Prepay for Full Season**

	Outdoor Season per 10x10 stall	Indoor Season per 8 foot table
Farmer	\$25/Market	\$20/Market
Food and Artisan	\$45/Market	\$35/Market
Liquor Vendor	\$50/Market	N/A*
Food Truck	\$70/Market	\$50/Market
Youth	\$20/Market	\$20/Market

Date Exchange: \$5 / Date Swapped

***Liquor sales are not permitted inside the Esquimalt Rec Centre except at the annual holiday market.**
****Our annual holiday market is currently priced at \$85 per table. This pricing is subject to change.**

Fines:
 A \$25 fine will be charged for each occurrence of the following infractions:
 a. “no-shows” unless previously approved;
 b. late set-up or early take-down;
 c. poor behaviour and general non-compliance;
 d. selling of unapproved product(s) or misrepresentation or resale of items;
 e. sales by unapproved salesperson;
 f. failure to clean up stall area;
 g. Drinking or using drugs at EFM, as well as attending as a Vendor in a compromised state.
 h. Cancellation with less than 48 hours notice.

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VENDOR FOOD SAFE

Food Safe:

11.1 Health practices – All member/vendors must adhere to sanitary and food safety procedures as outlined by the local health authority. Please review this recently updated document and/or other relevant provincial or federal authority that is a MUST if you sell food of any kind.

11.2 Vendors must be cleared by Island Health; a copy of your VIHA approval notice is required. Food trucks must submit copies of fire inspection and kitchen permit to operate, food processors must submit all ph. testing results from food as well as food safe/market safe & Island Health application for high risk food sales(if applicable).

11.3 If products are low-risk and do not require certification, EFM requires documentation that Island Health agrees. If confirmation is sent via email, you may provide that information via manager@esquimaltmarket.com.

11.4 When applicable, a MANDATORY sign that food was not made in a commercial kitchen must be displayed at all times.

11.5 Any vendor found selling contaminated food items or produce will be suspended from the Market until satisfactory clearance has been obtained from the health authority or agency.

11.6 All food vendors should have MarketSafe or Foodsafe certification.

11.7 If you are sampling food, you must have a copy of your Food Safe and/or Market Safe. You must also complete and submit this form and submit a VIHA Letter of Approval.

11.8 Food Vendors - you have a legal obligation to inform customers what is in your food. You should be aware of, and highlight, possible allergen ingredients (e.g. nuts, milk/lactose, gluten) and should note which foods are 'safe' for those with dietary restrictions. List any top 10 allergens and possible cross contamination. List all ingredients and where they came from so customers can trace if needed.

11.9 Food must be at least 6” off ground when being stored.

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VENDOR PRESENTATION

Presentation:

- 12.1 Vendors are responsible for keeping their space clean and tidy; this includes picking up and removing all litter at the end of market day.
- 12.2 If this is your first market or you have new equipment, please do enough trial runs to be comfortable before your first market day.
- 12.3 All Vendors are responsible for their own tables, chairs, canopies, weights (weights need to be 30 lbs per tent/canopy leg). Adequate stakes and weights are MANDATORY. If an umbrella or sign is being used it needs to be weighted on all sides. EFM will ask you to remove your tent if it is not adequately weighted and staked.
- 12.4 The booths must be safe and presentable at all times. Please be aware of power cords or potential hazards. Each Vendor is only allowed in their allotted space.
- 12.5 A sign for the business must be visible and legible and proper licenses and certificates posted.
- 12.6 Vendors are responsible for bringing a float with sufficient change for the day.
- 12.7 No Vendor will be permitted to play radios or instruments (unless approved by the Market Manager because of the relatable nature of your business).
- 12.8 Smoking is absolutely not allowed on Market grounds (including during setup and take-down). If you need to exit for a smoke break, please ask where an appropriate place would be and be sure to dispose of your waste appropriately.
- 12.9 EFM is a pet-free market. Service dogs will be accepted when certification is presented with application.
- 12.10 Vendors are expected to create an aesthetically pleasing environment which allows them to vend in all weather.
- 12.11 Any Vendor with a source of ignition is required to have a fire extinguisher, and must be approved by the Esquimalt Fire Department.

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VENDOR PRODUCT AND SALE GUIDELINES

Product and Sales Guidelines:

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

13.2 All prices will be clearly marked on items for sale. Prices are set at the sole discretion of individual Vendors, however, pricing of goods sold at the market should reflect the true cost of goods, including labour, marketing expenses and a reasonable profit. Any type of collusion or pressure from other sellers to change prices is strictly forbidden. Sales are not permitted prior to the official start of market time, 4:30 pm except to other Vendors or Volunteers.

13.3 All products for sale at booths must be baked, made or grown by the representative selling. EFM does not support misrepresented products. This may result in suspension.

13.4 Absolutely no sales of live animals.

13.5 NO DUMPING. This means no giving product away for free, selling below cost or undercutting fellow vendors. Market visitors should expect to see comparable pricing that reflects the true cost of goods across the board on similar products. This does not include small tasting or samplings, which are encouraged. EFM does encourage a discounted rate to sell “seconds” or food not first grade quality to minimize food waste. This can apply to “ugly” apples, damaged labelled jars or broken cookies- please ask the EFM team if you are unsure or need to familiarize yourself with standard market pricing.

13.6 If preparing food on site to be sold immediately, it is the Vendor’s responsibility to contact Island Health to schedule a screening and assessment, in which written approval is needed and passed to the Market Manager.

13.7 EFM encourages Vendors to donate food that would otherwise go to waste to the weekly hamper that is given to a local charitable group. Bringing items from home is also encouraged.

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VENDOR SET UP/ TAKE DOWN & PARKING

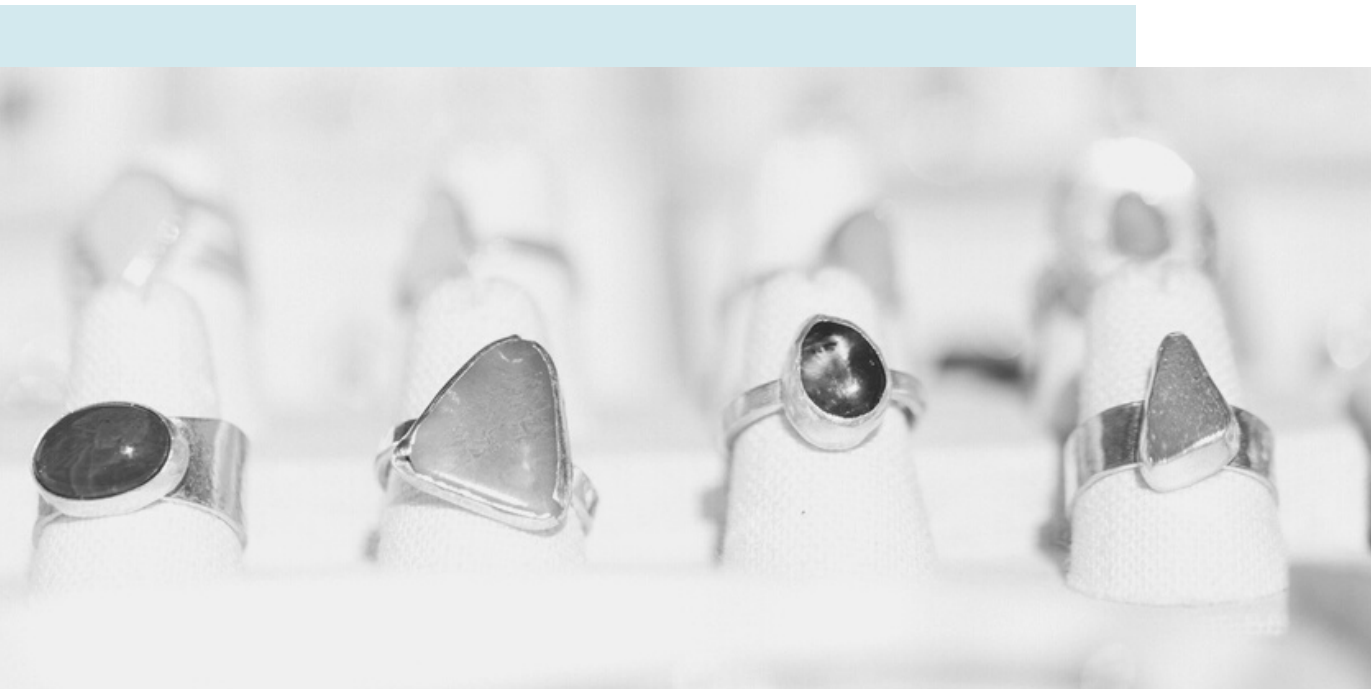
Set Up / Take Down & Vendor Parking:

14.1 Vendors are asked to drop off all of the things needed for the day and then immediately park their vehicles BEFORE setting the booth up. Do NOT park on streets with “Residential Only” parking restrictions. Follow the most up-to date parking instructions from the Market Manager.

14.2 Take down begins at 7:30 pm sharp. All Vendors are required to stay for the entire market day, including instances where product has sold out. Take down must be completed within one hour. All vendors and their wares must vacate the market grounds by 8:30 pm.

14.3 Cooperation amongst Vendors during vehicle pick up and packing is necessary. Please be kind and courteous. Please do not idle vehicles at any time.

14.4 Please Note: The only exception for vehicles on the Market grounds will be for those with food trucks.



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GENERAL VENDOR OBLIGATIONS AND RESPONSIBILITIES

General:

15.1 Insurance is MANDATORY, each vendor MUST have EFM named in their insurance and submit a copy with their application. [BCAFM offers vendor insurance.](#)

15.2 If your product is stolen or damaged please bring it to the attention of an EFM team member ASAP to be documented. The Esquimalt Farmers Market is not responsible for any damage or loss incurred by Vendors and is not liable for replacing damaged or stolen product.

15.3 If a Vendor accepts the help of a Volunteer or Staff at EFM, the Vendor remains responsible for any damages during set up or use during the Market day if the items are damaged or incorrectly set up. EFM and the EFM Volunteers will not be held responsible.

15.4 EFM reserves the right to refuse and remove solicitors of any kind. Special permission must be requested in writing and accepted in writing prior to any form of soliciting on market grounds during market hours. We are a non-partisan, non-faith based organization, and so there will be no distribution of materials promoting faith or politics.

15.5 The Market reserves the right to prohibit anyone from selling or to prohibit any product from being sold.

15.6 Any Activity that is categorized as criminal is strictly prohibited. Any displays within one's stall that are contrary to the Criminal Code or any provincial or municipal act, by-law or regulation are a breach of Vendor contract and will be grounds for suspension.

15.7 All Vendors will comply with copyright legislation and are required to adhere to this legislation with regards to the original work of another who is an artist, author, crafter, etc. unless specific and written consent is given by the creator or owner of such work.

15.8 All vendors must be appropriately dressed for a family event, and when applicable with care for food service.

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GENERAL VENDOR OBLIGATIONS AND RESPONSIBILITIES CONTINUED

General Continued:

16.1 The Executive Director is the ultimate on-site authority, and is responsible to the Board of Directors to uphold all Policies & Procedures. No Vendor, new or seasoned, is exempt from protocol. If the Executive Director is not present, the Market Manager is the ultimate on-site authority and responsible to uphold all Policies & Procedures.

16.2 All Vendors are responsible to abide by market Policies & Procedures. By paying your fees you are agreeing that you have thoroughly read and accept all of the Guidelines in this document. In the event of an infraction, stating that you did not know the rules, EFM will have to assume that you have not put the effort in to become part of this Market and you may be terminated.

16.3 The EFM reserves the right to make amendments or exceptions to the Policies & Procedures at any time deemed necessary.

16.4 All Vendors will be held accountable to maintain an anti-oppressive market free of racism or discriminatory practices and make efforts to resolve any form of either. It is EVERYONE's responsibility to maintain and foster an anti-racist and anti-oppressive market.

16.5 Vendor Grievance Policy: This helps EFM regulate food safety, products sold and operational safety. To maintain a positive atmosphere, Vendors should bring all concerns to the Market Manager, not to customers or other Vendors. EFM will only acknowledge concerns presented via email, UNLESS the concern needs an immediate response on market day. This is so we have a record and can easily involve the Board verbatim. Complaints must be: no more than 500 words in length, identify the name and contact info of the complainant, objectively and clearly identify the issue at hand and date the incident & name the person(s) involved.

i) Failure to act in a proactive way when approaching conflict and concern will reflect on a Vendor's status at the market.

ii) If the Market Manager cannot conclude a satisfactory resolution when a conflict (market related) occurs between Vendors, the issue may be brought to the Board for final decision. Urgent challenges must be made known verbally before the end of the market day that a violation is observed, and then in writing (using the EFM Vendor Concern Form) and with as much detail as possible.

17

ATTENDANCE, FINES, CANCELLATIONS, & REFUNDS

17.1 EFM has a no refund policy.

17.2 Vendors must be present for all dates they pay for. If at any time a vendor decides to terminate their contract, a request must be sent to the Market Manager via manager@esquimaltmarket.com with the reason and desired cancellation date.

17.3 All drop-in vendors are required to be present at the times they have requested.

FINES AND/OR SUSPENSION

17.4 Please refer to page 10. Market Fees for a list of fines/infractions.

17.5 Vendors must pay all fines for the above infractions before attending the next market.

17.6 A vendor may be suspended or termination if 3 or more infractions occur. Suspension/termination are at the discretion of the Executive Director.

17.7 A vendor may be suspended if timely payment is not made for vendor fees or fines.

17.8 Infractions will be addressed in-person or by follow up email. Infractions will be kept in a report log. Infraction histories may jeopardize vendor-ship immediately or in the long-term.

17.9 Rude/disrespectful/offensive behaviour will result in immediate suspension or termination at the discretion of the Executive Director.

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EFM MARKET BUCKS (MB)

INTERNAL CURRENCY PRINTED IN \$5 DENOMINATIONS

- 18.1 Purchased by market-goers at the EFM Tent.
- 18.2 Can be used to purchase ANY product or service at EFM.
- 18.3 Vendors MUST give shopper change when applicable.
- 18.4 They do not expire.

REDEEMING MARKET BUCKS:

- 18.5 Vendors can redeem EFM MBs at the EFM Tent during Cashier open hours (before 7:30pm).
- 18.6 For amounts greater than \$50, or if the Cashier is out of cash, an EMT or e-transfer reimbursement will be issued.
- 18.7 The last Market Day of the year is the last chance to redeem until the next market in the new year. No exceptions.



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BCAFM FARMERS MARKET NUTRITION COUPON PROGRAM (FMNCP)

EFM is a proud member of the BC Association of Farmers Markets (BCAFM) Coupon Nutrition Program!

19.1 Eligible food vendors are required to enrol and participate in the program.

19.2 You must be eligible to accept coupons. EFM is not responsible for coupons accepted outside the bounds of the program rules and guidelines.

19.3 Vendors will be redeemed on a weekly basis via e-transfer.

19.4 The coupons come in \$3 increments and participants are not given change.

19.5 Program details will be provided at the beginning of each FMNCP program. Up to date information can also be found on the BCAFM website.



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EMERGENCY/URGENT CLOSURE

20.1 In the event of extremely poor weather, a natural disaster or unforeseen complications, closing the market may be necessary at the Market Manager's discretion. In this event and depending on the circumstances (always putting safety first), Vendors will be required to pack up immediately. All persons present and representing the market in all forms will be required to help take down and clean up, making sure everyone is safe. After an incident like this, please refer to the website for instructions on how to proceed with following markets.

20.2 In the event of forced closure, fees will not be refunded. If the closure prevents opening the following week, consideration will be made to reimburse fees for all Markets subsequent to the closure. This includes the immediate need to pivot to operate in compliance with updated COVID restrictions.

COVID-19 CONSIDERATIONS

22.1 EFM may have to update avenues of operation to consider new information as it comes out from the Provincial Health Officer (PHO) in order to be in compliance.

22.3 All persons affiliated with EFM are expected to comply with any recommendations/mandates of the (PHO) and conduct themselves and their businesses in accordance with safety measures that need to be followed.

While Farmers Markets are no longer specifically addressed in the PHO, our priority is keeping the market safe and accessible to all. We understand that the pandemic has impacted people differently and we encourage everyone to be aware and respectful of others' needs & comfort levels during this transition. We continue to recommend hand-washing (or sanitizing) and ask that you stay home if you are unwell or are exhibiting symptoms.

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WIND POLICY

21.1 In the case of extreme winds, EFM's Market Manager will implement the following procedure:

a. If winds are reported to be 50 km/hr or above AND it is raining, EFM will cancel the market.

b. If the winds are reported to be 50km/hr or above AND it is NOT raining, EFM will cancel the market.

c. If winds are reported to be between 45 km/hr - 50 km/hr AND it is NOT raining, the market will go on and EFM will require all vendors to take their tents down.

d. If winds are reported to be between 45 km/hr - 50 km/hr AND it is raining, EFM will cancel the market.

21.2 EFM's Market Manager will make a final determination by assessing the on-site conditions and referencing the site specific data on the Weather Network.

21.3 Based on their discretion, the Market Manager is within their right to ask vendors to take their tents down or cancel the market prior to reaching these wind speeds if they deem the market unsafe.

21.4 EFM will contact all scheduled vendors by 2:30pm at the latest on Market Day in the case of a wind warning to announce the decision to proceed with either option a, b, c or d. We are aware of vendor harvest, transportation, and market prep and will strive to send notice as soon as possible.

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VENDOR CATEGORIES

FARM VENDORS

To be considered Farmers according to EFM standard, vendors must be the primary food producers and qualified to accept BCAFM Coupon Nutrition Program vouchers.

1. Farm and garden-based products and farm value added products made from their own farm produce. Some rare exceptions apply and when Board approval is acquired the Vendor hosting the product MUST clearly display that the product is from elsewhere including business name. The hosting Vendor must also be very well versed in the entire process of what it took to make the product and the origin of all ingredients.
2. Horticultural products grown at home nursery.
3. Meat products harvested/grown/produced by the vendor on their farm(s).
4. Seafood caught/harvested off of Vancouver Island. Seafood must comply with OceanWise and/or SeaChoice standards.

FOOD VENDORS

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

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

LIQUOR VENDORS

1. Liquor vendors who produce local craft and artisanal products. Must have valid Liquor License and Serving It Right certification. Both must be posted and submitted in application (understandably the liquor license can be submitted once applied for, after acceptance is confirmed).

YOUTH VENDORS (18 AND UNDER)

1. Vendors who are under 18 years of age must have a guardian on-site from setup to take down.

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VENDOR CATEGORIES CONTINUED

CRAFTERS AND ARTISAN VENDORS

1. Vendors who have personally hand created, sewn, constructed, or otherwise created their own products.
2. The products offered for sale must be substantially unique and altered from the point of supply purchase.
3. Extra consideration given to those who upcycle, rework and source sustainable and ethical materials.
4. A minimum of 70% upcycled or reused items is required in crafting to rework items into new products and to avoid creating a demand for items already in existence. Craft and Artisan tables may have approved multiple vendors, but each business/Vendor must fill out their own application form.

SERVICE PROVIDERS

1. Vendors who provide a service (examples: knife sharpening, acupuncture, massage, etc). The same fees and policies will apply to service providers as all other Vendors.

COMMUNITY GROUPS

1. Groups who represent community interest for information, education and involvement. This table is reserved for those providing education or a service to the community (not for profit societies, charities, etc. Groups may not make sales of any kind, nor request donations. See 5 below for exceptions.
2. All items given away at the community table must be approved. No "give-a-ways" that include single use plastics, balloons, vinyl stickers, etc. All items given away at your table must be approved. Your role in this table is to be interactive and informative.
3. Groups' \$15 application fee can be waived with THREE volunteer hours (please email to arrange or sign up through [THIS LINK](#)).
4. If a Community Group wishes to make sales they need to apply as a Vendor, pay the applicable fee, and follow the above policies based on the categories. If your group is a business versus charity or NFP you may apply to host the kids' table. As EFM is a make/bake/grow Market, each stall must fit into the Vendor categories or be providing education, or promote themselves at the children's table as an alternative. No sales can be made as a kids' table host.
5. In an effort to better support the community, EFM has decided to trial allowing groups to request donations ONE TIME PER YEAR and only one group per Market. Please submit a request via email to ed@esquimaltmarket.com. Approval must be received before asking for donations.