2025

Salt Spring Island Saturday Market Vendor Guidelines





Salt Spring Island Saturday Market Society theboard@saltspringmarket.com www.saltspringmarket.com

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1. Contact Information

Market Coordinator: Michael Bean

Email: coordinator@saltspringmarket.com

Phone: 250.221.8703

Salt Spring Island Saturday Market Society: theboard@saltspringmarket.com

2. Philosophy of the Market

The Saturday Market operates as a local producer based market. Salt Spring Island Residents are offered permits for vending in the Market on a point rating system discussed under Section 10.

The philosophy of the Market is:

"Make it, Bake it, Grow it" &
"Vendor Produced and Sold"

"Make it, Bake it, Grow it" means that the products for sale at the market are produced or grown on Salt Spring Island.

"Vendor Produced and Sold" means that:

- 1) the registered vendors are the producers/growers of the products sold at market and
- 2) either of the registered vendors are the vendors at the market for at least 50% of the time.

3. The Market Season

Season

These are the dates for the Market Season (Shoulder and High) and for the Off Season.

Season	Start Date	End Date
Shoulder Season – Spring	First Saturday in April *	Saturday before the May Long Weekend
High Season	Saturday of the May long weekend	Saturday of the Labour Day weekend
Shoulder Season – Autumn	Saturday after the Labour Day weekend	Last Saturday in October
Off Season **	First Saturday in November	Last Saturday in March *

- * If Easter weekend occurs earlier than the first weekend in April then the Market Season shall start on the Saturday of the Easter weekend.
- ** Food vendors are not permitted to vend in the Off-Season unless they have a permit and their kiosk is self-contained and complies with Island Health Regulations. The park wash-up area and power are not available.

Hours of Operation

The hours of operation for the Market are:

- Shoulder Seasons: 9.00am to 3.00pm
- High Season: 9.00am to 4.00pm

These are the 'usual' vending hours for the Saturday Market.

Additional market sessions or extended hours are subject to the approval of the board and will be announced well in advance.

Arrival and set-up times will vary according to daylight hours. The Market Coordinator will advise when this will occur.

4. FAQ

1) When did the market start?

The market began its current form in 1993 when The Capital Regional District created bylaws for the Parks and Recreation Commission to institute a permit system with the current "Make it, Bake it or Grow it" philosophy.

2) Why is the market the size that it is?

The zoning for Centennial Park restricts the amount of space that can be used for commerce to 25% of the park area. This allows a space for visitors on Saturday to relax while staying close to the market and helps to maintain green space in the park for the other days of the week.

3) Can the market expand?

In order to maintain the balance of the multiple users of the park space there are no plans to expand the market within the park boundaries.

Road closure of Fulford Ganges Rd between Centennial Park and the Fire Hall has been investigated several times. A) The Harbour Authority's public boat launch is adjacent to Centennial Park. Closing the road would require the boat trailers to use Purvis Lane to access the water on busy summer Saturdays. B) Delivery trucks use this route as turning left at the corner of

Purvis and Fulford Ganges is not permitted. C) It is acknowledged that other communities block off streets for markets and events.

4) How do I get a spot in the market?

If you are a full-time Salt Spring Island resident and make, bake or grow your own products, you need to fill in a Registration Form which can be found at www.saltspringmarket.com. To start you will be considered a "Day Vendor" and will fill in any vacant spots. To get a consistent seasonal spot in the market takes at least five years. People interested in participating as a seasonal vendor must start as Day Vendors filling any available spaces when seasonal vendors are away. There is almost always available spots for Day Vendors to attend the market. Before participating as a Day Vendor people need to be approved by the market coordinator to ensure they are residents and are following the "Make it, Bake it, or Grow it" and "Vendor Produced and Sold" philosophies for their product.

5) How do market issues get addressed?

Vendor disputes or other market issues should be brought to the attention of the Market Coordinator. If the issue cannot be resolved it should be brought to the attention of the Salt Spring Island Saturday Market Society Board.

6) Who operates the market now?

As of 1 January 2024 the Salt Spring Island Saturday Market Society is the operator of the Saturday Market in the Park. SSISMS has been awarded the licence for five years by the CRD.

The Saturday markets are run by the Market Coordinator, Michael Bean, coordinator@saltspringmarket.com.

The Market Coordinator reports to the SSISMS Board which consists of the following members:

Alvaro Sanchez, Chair: chair@saltspringmarket.com
Susanna Kong, Vice Chair: vicechair@saltspringmarket.com
Jennifer Lannan Emekoba, Treasurer: treasurer@saltspringmarket.com
Sue Earle, Secretary & Farmer: secretary@saltspringmarket.com
farmer@saltspringmarket.com

Cheyenne Goh, Member-at-large: manager@saltspringmarket.com
Carin Perrins, Member-at-large: accounts@saltspringmarket.com

Rob Pingle, Member-at-large: rob@saltspringmarket.com

Desmond Gross, Member-at-large boardmember1@saltspringmarket.com

5. Definition of Terms Used

This section deals with the definitions used within the guidelines.

- "Busker" A busker provides entertainment and is paid by putting "the hat out". Clowns, balloon artists, acoustic musicians, magic and juggling acts can fall into this category.
- "Child" A person, 12 years of age or under.
- "Capital Regional District or CRD" A form of local government, authorised under the Municipal Act of BC to provide region-wide services. The CRD provides some of the services that a municipality would. The Capital Region includes communities and rural areas on southern Vancouver Island and the Gulf Islands.
- "Day Vendor Permit" A receipt, issued by the Market Coordinator on behalf of the SSISMS, which allows a Vendor to set up and use a vendor stall for one market day;
- **"Farmer"** a Salt Spring Island resident who grows eligible farm products as defined by the BC Assessment Authority on land located on Salt Spring Island.
 - a. A farmer is permitted to sell value-added products whose contents, by volume, contain at least 50% of the product they have grown on Salt Spring Island.
 - i. All value-added farm product vendors must have their products reviewed by the SSISMS Board to ensure the product complies with market guidelines and the spirit of the market.
 - b. A farmer may use 10% of their booth space to sell non-farmed products as long as they have been produced by the farmer and follow the regular market guidelines.
- "Local Producer" A person who meets the residency requirement and who produces, prepares, makes or creates a product in accordance with the Market Philosophy.
- "Not-for-Profit Groups" A resident group that is a Registered Society or can show proof of the following:
 - a. A mandate that includes serving the community and an advocacy role for its membership.
 - b. Membership that is open to any resident.
 - c. Written procedures/bylaws that include:
 - i. a membership registration process
 - ii. a general meeting process and notification
 - iii. an election process for directors and officers
 - iv. a requirement of majority vote by quorum
 - v. a requirement to keep records.
 - d. Directors and Officers elected at a general meeting.
 - e. General meetings that are held in a public place.

"Off Season Permit" – A permit issued by SSISMS to vendors for the "Off-Season (November to March) at the Market location. All vendors must be registered for the current market season.

"Parks and Recreation Commission (PARC)" – A volunteer commission (no longer exists), that was appointed by the Board of the CRD, empowered by the Local Government Act of BC, and mandated by the CRD through bylaw, to advise the CRD on the acquisition, development, operation and maintenance of parks and to undertake recreation programming on Salt Spring Island. (PARC is no longer in existence.)

"Salt Spring Island Resident" – Any person whose primary full-time residence is on Salt Spring Island.

"Salt Spring Island Saturday Market Society or SSISMS" – A not-for-profit, volunteer society with a board composed of market vendors, local business owners and other community members licensed by the CRD to manage and operate the Saturday Market in the Park.

"Seasonal Vendor Permit" – A permit issued annually by SSISMS allowing the vendor to participate at the Market.

"Seniority Points (Vendors Point System)" – For every market day attended by a vendor during the regular market season, a point is recorded by the Market Coordinator. This system is used to determine the order of placement at the market. See section 10.

"Vendor, Primary" – A local producer who meets the Market Philosophy of "Make it, Bake it, Grow it" and "Vendor Produced and Sold", who is a resident of Salt Spring Island and who is allocated the seniority points.

"Vendor, Secondary" – A local producer who has participated in the making, baking or growing of the product with a Primary Vendor and is a resident of Salt Spring Island.

"Vendor Liability Insurance" – General liability insurance procured by a vendor for the sale of their own products at the Saturday Market.

"Vendors Seniority List" – A list that is kept and maintained by the Market Coordinator identifying Vendors in the order of placement at the Market.

"Youth" - A person between the ages of 13 and 17, inclusively.

6. Who Administers the Market?

As of 2024, the Saturday Market in the Park is operated by the Salt Spring Island Saturday Market Society (SSISMS). The Saturday Market was previously operated by the Capital Regional District (CRD) under the auspices of Salt Spring Island Parks and Recreation Commission (PARC).

Salt Spring Island Saturday Market Society

The Salt Spring Island Saturday Market Society has been licensed by the CRD to manage and operate the Saturday Market in the Park as of 1 January 2024 for a period of five years.

Market Coordinator

The Market Coordinator is employed by SSISMS to assist in the operation of the Market. The Coordinator's job is to organise all of the activities of the day-to-day functioning of the Market and to enforce Market policies and guidelines. The Coordinator also acts as a conduit of information from the vendors and customers to SSISMS.

Appendix B, of these Guidelines, outlines the roles and responsibilities of the Market Coordinator.

Capital Regional District

The Capital Regional District has Bylaws that relate to the operation of the Saturday Market in the Park that takes place in Centennial Park, Ganges. Bylaw 3795, A BYLAW TO REGULATE THE USE OF JUAN DE FUCA AND SALT SPRING ISLAND ELECTORAL AREAS COMMUNITY PARKS AND TRAILS, specifically Section 13, outlines the rules for the operation of the Market. Find it online at <a href="https://www.crd.bc.ca/docs/default-source/crd-document-library/bylaws/parksandrecreation/3795---community-parks-regulations-(juan-de-fuca-and-salt-spring-island-electoral-areas)-bylaw-no-1-2012B.pdf?sfvrsn=a78a8462_0 or contact the CRD SSI Administration directly at 250.537.4448 or go to https://www.crd.bc.ca/about/electoral-areas/salt-spring-island.

7. Products

It is the responsibility of the Market Coordinator to ensure that all the products being sold at the Market meet the Market philosophy. If there is any doubt by the Market Coordinator, that the product meets the Market Philosophy, the vendor may be subject to an additional verification process.

The goods offered for sale at the Market shall be products made, grown or prepared by the vendor or made of components transformed or significantly altered by the vendor including:

- a. farm produce and products including fruits, vegetables, herbs and edible flowers;
- b. prepared foods and baked goods where the foods are approved by all appropriate government authorities, including Island Health;
- c. cultivated plants and flowers, including cut flowers;
- d. craft items that are of original, unique work or original design. In all items:
 - i. the handcraft component must dominate the commercial component,
 - ii. the design must be vendor's own work
 - iii. the commercial components must be transformed in a way that makes the work unique
 - iv. the starting material must be significantly altered and enhanced by the artisan, and
 - v. the product must meet basic expectations of product life, function and safety.
- e. clothing which has been hand or machine sewn, stitched, knit, embroidered, woven, silk

screened, or painted. Silk screens must be the vendor's own designs.

- f. original works of art, or prints, photographs, replicas or audio or video reproductions or digital files of original works of art, or books where the prints, photos, replicas, books or audio and video reproductions and digital files are made by or at the direction or under the supervision of the artist.
- g. cosmetic (bath and body) goods where the items are approved by all appropriate government authorities, including Health Canada.
- h. original works of face painting and henna art applied at the market.

The goods offered for sale at the Market shall be products made, grown or prepared by the vendor on Salt Spring Island.

8. Residency Requirements

To vend at the Market, a vendor must show two (2) items that prove that their primary residence is on Salt Spring Island. Proof of residency can be in the form of a driver's license, hydro bill, rent receipt or phone bill in the vendor's name.

9. How to Become a Vendor at the Market

Go to www.saltspringmarket.com to submit your application.

The Market Coordinator will review your application to determine that:

- 1) Your product meets with the Market Philosophy of "Make It, Bake It, Grow It";
- 2) You are a Salt Spring Island resident; and
- 3) The product is locally produced on Salt Spring Island.
- 4) You have supplied the necessary documentation for food, alcohol or body care products.

10. Categories of Vendors: Day versus Seasonal

Day Vendors (Farm & Non-Farm)

- A Day Vendor is any vendor who has not acquired sufficient seniority points to be assigned a seasonal spot (thereby attaining seasonal status).
- Day Vendors are required to contact the Market Coordinator by Wednesday at 6.00 pm to be
 placed on a seniority waiting list for each Saturday they wish to participate. Day Vendors who
 are on the waiting list, for any given Saturday, will be contacted by Thursday at 4.00pm if a
 space is available. Placement is at the discretion of the Market Coordinator.

Last minute registration for Day Vendors
 If by 4.00pm Thursday all the spaces have been assigned but there are still Day vendors to be placed, the Day Vendor is welcome to check in at the Market on Saturday at 8.00am to see if there are any last minute vacancies. There is no guarantee that a space will be available.

Seasonal Vendors (Farm & Non-Farm)

- A Seasonal Vendor is a long term vendor or farmer who has obtained seasonal status by the acquisition of seniority points over a long period of time.
- Seasonal vending positions are limited and in demand. As such, all the seasonal positions are filled.
- Either of the Vendors, as listed on the Permit, must be present for at least 50% of the season or may lose their seasonal permit next season.
- Seasonal Vendors must reapply annually, by the end of February, for the coming season. If approved, Seasonal Vendors must pay a seasonal fee to secure their spot.
- Farmers are given priority to a maximum of 25 10'x10' Seasonal Farm Vendor booths or equivalent total square footage.
- Seasonal permit holders will be required to meet the guidelines related to seasonal vendors and have paid any outstanding accounts to SSISMS from the previous Market season prior to a permit being issued. Seasonal vendors will be pre-registered for their allocated space during each of the Saturday markets during the regular season.
- <u>Seasonal permit holders are required to contact the Market Coordinator by Wednesday</u> 6.00pm prior to any given Saturday if they are not going to attend or they will be charged their regular daily fee. See Section 1 of these guidelines for contact information.

11. Vendor Names: Primary & Secondary

A maximum of 2 vendor names can appear on the application for the Market: the Primary Vendor and the Secondary Vendor. Both of these vendors must participate in the making, baking or growing of the product.

The two names that you put on the application must be the ones that will tend to the stall at the Market. In the event that neither Primary nor Secondary Vendors are able to attend, please notify the Market Coordinator ahead of time.

Registration of market vendors and the collection of seniority points are in the name of the individual vendors and not their businesses.

All seniority points collected by the vendors belong to the Primary Vendor. If the vendors wish to become separate vendor entities, they may split their seniority points (i.e. 100% to one vendor; 50:50; 25:75, etc.); however, the sum of the points may not exceed their total seniority points. The Primary Vendor must attest to this in writing to the Coordinator. In the event of dispute between vendors, a legal resolution may be required. In extenuating circumstances, please contact the coordinator.

If a vendor sells or vendors sell or otherwise transfer(s) their business to another owner, the seniority points are not transferred to the new owner but remain in the original Primary Vendor's name.

Vendors who have collected seniority points separately may not add their points together.

12. Vendor Schedule of Fees 2025 (plus 5% GST)

Registration Fee: \$36.75 per year. This applies to all Saturday Market vendors.

PERMITS			
Seasonal Permit (Farm/Non-Farm)	\$247.85 /season		
Day Fee (Farm/Non-Farm)	\$6.30 per day – shoulder season \$9.65 per day – peak season		
Not-for-Profit	\$1.25 per day		
Youth Vendor	\$1.25 per day		
Busker	\$1.25 per day		
Off-Season	\$45.00 per off-season		
LINEAR FOOTAGE FEES* Maximum 8 feet frontage (unless grandfathered or farm status)			
Seasonal – Shoulder (Non-Farm)	\$2.63 per frontage foot per day		
Seasonal – High (Non-Farm)	\$4.04 per frontage foot per day		
Day (Non-Farm) – Shoulder	\$2.63 per frontage foot per day		
Day (Non-Farm) – Peak	\$4.04 per frontage foot per day		

Farm (Seasonal and Day) – Shoulder	\$2.63 per frontage foot per day up to 10 feet plus \$19.69 per day for an additional 5 feet or plus \$39.38 per day for an additional 10 feet
Farm (Seasonal and Day) – Peak	\$4.04 per frontage foot per day up to 10 feet plus \$30.32 per day for an additional 5 feet or plus \$60.64 per day for an additional 10 feet
OTHER	
Power**	\$2.00 per day (where available)
Water / Wash Station***	\$1.75 per day
Cleaning Fee****	\$48.72 per hour

- Please note that linear footage refers to the front footage measurement only. Many booth areas are not as deep as they are wide. Please discuss your potential vending spot with the Market Coordinator before purchasing any tents or canopies.
- ** Where available, a Vendor using power shall pay a supplemental fee. This service is not available in all areas of the Market.
- *** A Vendor using water and/or the wash station shall pay a supplemental fee.
- In the event that the Vendor does not clean up, a \$48.72/hour cleaning fee will be charged to the Vendor.

 Vendors must pay the cleaning fee by the next Market Day or a stall may not be assigned.

13. Payment of Fees

Seasonal Vendors (Farm & Non-Farm)

- Seasonal Permit Fees and extra services are due at the time of application/renewal.
- Linear footage charges for each month will be paid at the end of each month through SSISMS. Credit card information must be given to SSISMS and will be processed each month. If needed e-transfers may be used. Receipts will be issued for these payments.
- If there are any arrears resulting from the prior year, they must be paid in full before a current year's Seasonal Permit is issued.

Day Vendors (Farm & Non-Farm)

• Fees shall be paid each Saturday to the Market Coordinator. Credit or debit cards are

acceptable means of payment.

14. How Space is Assigned

Seasonal Vendors are guaranteed their designated space each week for that season. In the event that they do not attend the Market on a given Saturday, the Market Coordinator will assign that space to a waitlisted Day Vendor. The Seasonal Vendor cannot transfer their space to another vendor or person.

A limited number of spots in the centre front aisle are available to Child/Youth Vendors and Not-for-Profits, on a first come, first served basis. Maximum size in the centre front aisle for these spots is 3' x 3'.

See Section 10 Categories of Vendors for more information on the day vendor waitlist.

15. Days Off / Absentee Points

Vendors who have vended in the current season can be absent and still be eligible to acquire points from the Market for a maximum of **four (4) Saturdays** during the entire Market Season if they wish. This can be done by paying the day fee to the Coordinator for each of up to four Saturdays missed. Absentee points may only be purchased for days absent during the current season. You cannot acquire absentee points for days that you attended the market.

Sick Days

In the case where a Vendor is not able to attend a market due to illness and wasn't able to notify the Coordinator before the 6pm Wednesday deadline, the Vendor may claim a Sick Day. Vendors will not be charged for Sick Days. A vendor may claim a total of two (2) Sick Days per year and may buy an Absentee Point for Sick Days (which will be part of the maximum 4 Absentee Points).

16. Food and Body Care Vendors

Food Vendors*

*including children wishing to sell food items

- Vendors selling prepared foods must follow the Island Health Guidelines for the Sale of Foods at Temporary Food Markets https://www.islandhealth.ca/sites/default/files/2018-05/temporary-food-market-guidelines.pdf
- All food items determined to be high risk will require a health permit from Island Health https://www.islandhealth.ca/sites/default/files/2018-05/temporary-food-market-higher-risk-application.pdf
- Applicants must re-apply to Island Health if any changes are made to the process or

composition of the food(s), or for any new foods proposed for sale.

- For further information see https://www.islandhealth.ca/learn-about-health/food-safety/food-safety/
- Any questions can be directed to District Environmental Health Officers, Laura McKelvey at 250.519.3401 ext. 32287 (north of Rainbow Road) or Nick Park at 250.519.3654 (south of Rainbow Road). Or contact Island Health at Gateway Village at 250.519.3401.
- The Market Coordinator is responsible for ensuring that food vendors have obtained approval from Island Health for the sale of higher risk foods, and will not allow sales by vendors unless they have produced a Letter of Confirmation or a copy of their Permit/ Licence to operate.
- Vendors are required to have a valid FoodSafe Level 1 or MarketSafe certificate.
- Home prepared/packaged food may be subject to Canadian Food Inspection Agency and Health Canada (CFIA) requirements for allergens, labelling, weights and measures. Vendors are advised to check with their local CFIA office to ensure their packages/labels comply with applicable federal requirements.

Cosmetic (Bath and Body) Vendors

- Vendors selling cosmetic (bath and body) products must complete a Cosmetic Notification Form. It is mandatory for selling handmade and manufactured products in Canada. The form can be found here: https://healthycanadians.gc.ca/apps/radar/CPS-SPC-0007.08.html
- For further information see: https://www.canada.ca/en/health-canada/services/consumer-product-safety/cosmetics/regulatory-information.html

17. Child/Youth Vendors, Buskers & Not-for-Profit Organisations

Child and Youth Vendors

- Children, 10 years and under, may vend for a maximum of 4 hours, and must be accompanied by an adult at all times.
- Children, aged 11 and 12, may only vend a maximum of 4 hours per Saturday unless accompanied by an adult.
- Youth, between the ages of 13 to 17 inclusive, may vend for the current hours of operation.
- Child/youth vendors are expected to make change, when necessary, from the purchase of

their goods.

- Any child/youth selling food products must follow the Island Health Guidelines for the Sale of Foods at Temporary Food Markets and have successfully completed a FoodSafe Level 1 or MarketSafe course. Please see the 'Food Vendor' section above, for more information.
- Please remember that your child must be protected from the sun and prepared for inclement weather. Adequate water and nourishment must also be provided.
- The Market Coordinator/CRD Staff/SSISMS are not responsible for any unattended children.

Buskers

- The Market Coordinator will assign the three available spots for buskers. Buskers are permitted to perform a maximum of 20 minutes in each of the three allocated spaces, once per Market day, and only between the hours of 11.00am and 4.00pm.
- A maximum of 4 performers may busk together in any one of the allocated spaces.
- An individual may only perform once in each allocated busker space, no matter how many groups they belong to.
- No percussion or amplification is permitted.
- The Market Coordinator has the authority to determine the acceptability of busker performances and refuse space when considered necessary.

Child Buskers

Child buskers singing and/or playing music will be approved at the discretion of the Market Coordinator. A child musician will be required to have two songs memorized and when a Child Busker first starts out they will only be allowed to play for 10 minutes. A letter from the Childs' music teacher may be requested. A Child Busker must be accompanied by an adult <u>at all times</u>.

Not-for-Profit Organisations

Space for Not-for-Profit Organisations shall be allocated by the Market Coordinator, usually in the centre of the front aisle of the Market. Placement shall be made on a first come first served basis and only if space is available. Maximum space allotment in the centre aisle is 3' x 3'.

Not-for-Profit organisations who wish to fundraise by vending may sell only products made primarily on Salt Spring Island and sold by members of the organisation.

18. Leaves of Absence

Any vendor that has attended the Market for a minimum of three years and has earned a minimum of 75 seniority points can apply for a leave of absence of up to one year. For extensions past this one year, a letter can be written to the SSISMS Board. The SSISMS Board shall review the request on an individual basis for extenuating circumstances such as medical, maternity, family emergency, education in their related Market field, etc.

A vendor may not take two Leaves of Absence less than 4 years apart (i.e. if you take a Leave of Absence for the 2024 season, the next year you can take a Leave of Absence is 2028). For extenuating circumstances, vendors can apply to the Board in writing.

During this period of absence, the Vendor will retain the points they have accumulated up to this time but will not acquire any new points during the period of absence. For example, if you leave the Market Season with 100 Points, when you return as a vendor you will still have 100 points. Please be aware that your place on the seniority list will more than likely decrease upon your return, as other vendors who continue to attend the Market will continue to gather points during your absence.

19. Booth Set-Up: Equipment, Product & Display

- Vendors are required to supply their own equipment such as tables, canopies, tents and
 market umbrellas. Canopies may not exceed the size of your approved stall. Note that
 footage refers to front footage measurement only. Some booth areas are not as deep as they
 are wide. Please discuss your potential vending spot with the Market Coordinator before
 purchasing any tents or canopies.
- Tent weights are mandatory at all markets.
- Vendors themselves and all of their equipment, display and product must be within their allocated vending space for the duration of the Market hours.
- If you are selling by weight you must provide your own certified scales. If you do not own a scale, we suggest that you price your product by the unit (ie: the ear, the pint, head, bushel, bundle, peck, basket etc.)
- Gasoline, diesel powered, and other noisy generators are prohibited at the Market.
- No amplification is permitted.
- Power cords may be permitted at the discretion of the Market Coordinator but must not create a hazard.
- Spritzers, atomizers or any similar equipment may not be used to promote a product at the

Market.

20. Vendor Parking

- In order to increase the amount of parking available for Market customers there is no vendor parking anywhere within the downtown core area including the creek side of Gasoline/ Ganges Alley.
- Vendor parking is available in the upper and lower ArtSpring parking lots, along Seaview Avenue, Jackson Avenue and Rainbow Road.
- Parking is not permitted in the area in front of Centennial Park along Fulford-Ganges Road on Saturdays. This area can be used by vendors for loading and unloading (See Section 21 for Loading/Unloading procedures).

21. Loading and Unloading

All vendors must:

- a. Unload your vehicle and, **prior to setting up**, move your vehicle to one of the approved parking locations outside of the Ganges core. Please do not leave your vehicle in the market area while running personal errands or setting up, as others are waiting to unload.
- b. At the end of the day, pack up everything ready for loading prior to bringing in your vehicle.

Front Concrete Area

- a. The area in front of Centennial Park along Fulford-Ganges Road may be used by vendors for loading and unloading as long as you do not disrupt traffic and block other vendors and you keep the length of stay short.
- b. Arrive at the Market early to help alleviate the congestion as a result of unloading.

Gasoline/Ganges Alley Vendors

- a. No vehicles are permitted in Gasoline/Ganges Alley between 8.30am 3.00pm (shoulder season) /4.00pm (high season).
- b. Keep the access to Gasoline/Ganges Alley and the gasoline pumps clear at all times when loading and unloading.

22. Clean Up

It is the responsibility of all Vendors to leave their vending space free of any garbage at the end of

the day. **Vendors are responsible for removing their own personal trash or debris, and taking it home**. The Market garbage cans are for customers only.

23. Market Etiquette

- **a.** As a general rule of consideration, a vendor will not do anything at or near a vendors stand or elsewhere in the Market that will cause a nuisance to other vendors or the public, whether by noise, debris, smell or otherwise including hawking.
- b. Spritzers and atomizers shall not be used at the Market to promote products.
- c. Use your space without infringing on your neighbours work from within your allotted space. Vendors themselves plus all of their display and product must be within their allocated vending space during the entirety of the Market hours.
- d. If you have an 8 ft. stall and an 8 ft. table don't expect your neighbour to provide access through their market stall to your booth.
- e. Please be aware that not all 8 ft. stalls may be 8 feet deep, so an 8 ft. tent or canopy will not fit within these booth areas. In addition, many 8 ft. tents are 8' x 8' at the top but have legs that extend out to the side past 8 feet. Please discuss your potential vending spot with the Market Coordinator before purchasing any tents or canopies.
- f. In the case where samples are provided, ask customers if they are interested in a sample, while remaining within your market stall. When offering samples please provide napkins and a garbage/recycling container for the refuse.
- g. If you have visitors to your market stall please try to keep the visit length short or have the visitor come around the back of the booth for longer chats. This will help to improve the traffic flow and visual access.
- h. Vendors are required to provide a clean and sanitary environment.
- i. Vendors may not participate in the market while under the influence of drugs or alcohol.
- i. Pets must be left at home.
- k. Provide proper childcare for young children.
- I. If you sell out, and are leaving early, please do so with a minimum of disruption to your neighbours and their customers. If possible, pack up and leave your tables, etcetera, in place until the end of the Market day.

24. Animals

In accordance with CRD Bylaw 3795, domestic animals are not allowed anywhere in Centennial Park, except the SPCA Doggie Daycare area, when staffed. This includes the Market Area and vendor booths. Please leave your pets at home.

The sale of or giving away of animals at the Market is strictly prohibited.

25. License and Special Requirements

- a. Vendors are responsible for informing themselves about and complying with Regional, Provincial, and Federal health, taxation and licensing requirements governing the production, display, distribution, sampling and sale of their products.
- b. Vendors selling high risk foods must have a current approval of Island Health (IH). Food vendors are also required to have a valid FoodSafe level 1 certificate. See Section 16 for more information.
- c. A Vendor selling bottled alcohol must be a licensed liquor manufacturer with an onsite store endorsement and authorization from the BC Liquor and Cannabis Regulation Branch. As per the LCRB, you must post your authorisation in a prominent location in your area during each market. All sales must occur within the sales area provided for you. Sampling must also take place within the sales area and patrons cannot remove samples from the sales area and walk around the market. Samples must not be sold and sizes are restricted as follows (per person, per day)

Wine Single Product - 20ml Multiple Product - 30ml Spirits Single Product - 10ml Multiple Product - 20ml Beer/Cider/Coolers Single Product - 30ml Multiple Product - 45ml

https://www2.gov.bc.ca/gov/content/employment-business/business/liquor-regulation-licensing

- d. As per the BC Liquor and Cannabis Regulation Branch, all cannabis sales conducted by non-medical cannabis retail store licensees must be conducted at the registered physical store location. Therefore, products that contain cannabis or any of its derivatives including CBD are not permitted for sale at the Market. For further information see https://cannabis.gov.bc.ca/
- e. A Vendor selling cosmetic (body and bath) products must be in compliance with Health Canada requirements and have completed a Cosmetic Notification Form; it is mandatory for selling handmade and manufactured products in Canada. The form can be found at https://healthycanadians.gc.ca/apps/radar/CPS-SPC-0007.08.html. For further information see https://www.canada.ca/en/health-canada/services/consumer-product-safety/cosmetics/regulatory-information.html

26. Liability and Insurance

- a. Vendors are strongly encouraged to obtain commercial general liability insurance. The Salt Spring Island Saturday Market Society as well as the Capital Regional District do not insure the Vendor nor the Vendor's Products. It is the responsibility of the vendor to provide appropriate insurance coverage for the Market. By signing your vendor permit application, you are accepting/confirming that you are aware of this responsibility to provide insurance and acknowledge that the SSISMS and CRD have no responsibility to carry, nor secure insurance for you. This acceptance only confirms that you are <u>aware</u> of the insurance requirement, proof of insurance is not required for the event.
- b. By signing a vendor permit application, the Vendor will indemnify and save harmless the Salt Spring Island Saturday Market Society (SSISMS), its directors, officers, employees, servants, agents and volunteers and contractors and all other licensees and invitees of the SSISMS, from and against all claims, actions, damages, losses, costs, expenses and penalties which the SSISMS, its directors, officers, employees, servants, agents, volunteers and contractors may incur by reason of the exercise by the Vendor or its employees or agents of the rights granted by this Agreement or the breach by the Vendor or its employees or agents of this Agreement or the Saturday Market Vendor Guidelines.

27. Weather and Other Extenuating Circumstances

The SSISMS Board and Coordinator reserve the right to cancel any market with or without notice due to but not limited to the following events: heat domes; hurricanes; atmospheric rivers, flooding; wild fires; etc.

In the case where a market is cancelled, vendors who choose to set up will do so at their own risk. The coordinator will not be in attendance, seniority points will not assigned and market fees will not be collected.

28. Concerns and Suggestions

Please do not lodge any complaints during the time of the Market Set-Up to the Market Coordinator. As you can appreciate, this is an extremely busy time of day. Voice your concerns later in the day when all the vendors are settled.

If the Market Coordinator is unable to deal with your concern, you will be asked to submit your complaint or suggestion to the SSISMS Board in writing. This may be handed in to the Market Coordinator or emailed to theboard@saltspringmarket.com.

Neighbour Vendor Disputes

If your neighbour or neighbour's customers do something that you don't agree with or like, wait

until the customer leaves before speaking to your neighbour. Speak quietly and rationally. Try to come to a mutual agreement. If you cannot resolve the issue, ask the Market Coordinator to assist you both in the resolution. If this process cannot achieve mutual satisfaction, then the Dispute will be resolved using the 'Vendor Dispute Resolution Policy' as found in Appendix A.

29. Enforcement and Disputes

- The Market Coordinator has the authority to enforce Market guidelines and policies on behalf of SSISMS. The CRD Bylaw Enforcement Officer has the authority to enforce CRD Bylaws.
- The Market Coordinator may enforce Market policies and guidelines with respect to vendor behaviour, parking during Market hours, types of goods being sold in the Market, litter control and all other written policies and guidelines on the basis of:

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1<sub>st</sub> Offence – Verbal warning
2<sub>nd</sub> Offence – Written warning
3<sub>rd</sub> Offence – Market privileges cancelled
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- If the Vendor does not comply with the guidelines established by SSISMS, the Market Coordinator may take any reasonable action, including immediately barring the vendor from the Market for that day and any future days.
- The vendor may appeal any decision of the Market Coordinator, concerning violation of these rules, in writing to the SSISMS Board.
- The decision of the SSISMS Board shall be final.

30. Code of Conduct

Harassment

The Canadian Human Rights Act, the Canada Labour Code and various other provincial Codes protect us from harassment. The Criminal Code protects us from physical and sexual assault. You have a right to participate at the Salt Spring Island Saturday Market without being harassed. If you are harassed, you can do something about it. Each of us has a responsibility to treat others with respect and to speak up if you or someone else is harassed.

The Salt Spring Island Saturday Market in the Park strives to be a place of respect, safety and camaraderie. Harassment refers to upsetting behaviour or comments that ought to reasonably be known as offensive or unwelcome. Harassment is against the law.

Harassment includes, but is not limited to:

Actions or comments that are directed at no person in particular but that create an

- intimidating, demeaning or offensive work environment;
- Any objectionable comment, act or display that demeans, belittles, compromises or causes personal humiliation or embarrassment and any act of intimidation or threat; and,
- Offensive behaviour.

If anyone at the Salt Spring Saturday Market feels harassed, please get in touch with the Market Coordinator or with a member of the SSISMS Board at theboard@saltspringmarket.com.

Any person found to be harassing or disrespecting others at the Saturday Market or outside of the market will immediately lose their seasonal status and may lose all market privileges.

Vendor Signage

The market follows the Canadian Charter of Human Rights: "Everyone has the fundamental freedom of conscience and religion, freedom of thought, belief, opinion and expression, including freedom of the press and other media communication."

Salt Spring Island has been known and admired for its breadth of opinions as well as its inclusivity, tolerance, friendship and diversity of all. In a bid to honour the diversity of islanders, SSISMS will not be restricting vendor signage. Any cases of hate speech or hate publications can be addressed through British Columbia's human rights legislation; hate propaganda is a criminal offence covered by the federal Criminal Code of Canada.

31. Changes to the Guidelines

The Salt Spring Island Saturday Market Society reserves all rights to modify the Vendor Guidelines at any time without notice.

Appendix A - Vendor Dispute Resolution Policy

1.0 Purpose

1. The purpose of this Policy is to ensure that there is a procedure for resolving differences that may arise between Vendors at the Market in the Park (the "Market") or to deal with a contravention by Vendors of Market Rules and Policies.

2.0 Dispute Resolution Process

- If the Market Coordinator becomes aware of a breach of Market Rules and Policies or receives a
 complaint which they consider to be serious regarding the conduct of a Market Vendor, then
 they shall invite the Market Vendor to a meeting to attempt to resolve the issue. If possible a
 complainant or a representative of a complainant should be given an opportunity to attend the
 meeting.
- 2. Following the meeting, the Market Coordinator should confirm in writing any agreements or solutions which have been accepted by the Vendor or, if applicable, the complainant. If no agreement is reached during the course of the initial meeting and if no further meetings are thought useful to attempt to reach an agreement, then the Coordinator should advise the Vendor that they will be making recommendations to the SSISMS Board regarding the action to be taken to resolve the situation.
- 3. A letter should be sent from the Market Coordinator to the Vendor advising the Vendor what action the Market Coordinator recommends be taken if the issue is not resolved by a date established by the Market Coordinator.
- 4. If the problem has not been resolved by the date set out in the letter from the Market Coordinator, then the Market Coordinator should recommend that a letter be sent directed to the Vendor, setting out what steps are needed in order to ensure compliance with the policies established by the Coordinator for the running of the Market.
- 5. The Market Coordinator and SSISMS Board members should meet to consider the issue. The Vendor should be notified of the date, time and location of the meeting and should be permitted to make representations. After consideration of the issue, the Coordinator, if they so choose, may send a letter to the Vendor setting out the specific actions to be taken or the specific conduct to be stopped by a particular date (or immediately) and warning the Vendor that if action is not taken in the time limit specified:
 - (a) the Vendor risks having their Market permit revoked (Option A); or
 - (b) the permit will be considered to have been revoked (Option B).

6. Finally, if the deadline established by the Coordinator for remedial action passes without any resolution to the conflict, then the Coordinator and SSISMS Board members should decide whether they wish to revoke the Vendor's Market permit, or may advise the Vendor that their permit has been revoked.

3. Confidentiality of Complaints

3.1.Complainants will be asked whether there is any reason to keep their identity confidential. Reasons to preserve the confidentiality of the identity of the Complainant should relate to reasonable expectation that the Complainant will be subjected to an unduly aggressive or hostile reaction or a violent response from the Vendor about whom the complaints have been made.

Appendix B - Market Coordinator's Duties and Responsibilities

SCOPE OF RESPONSIBILITY

The Saturday Market in the Park is located in the village of Ganges on Salt Spring Island and operates on Saturdays from the Easter long weekend or the first weekend in April, whichever is earlier, to the last weekend of October, annually. Activities take place in and adjacent to Centennial Park, which is made available by the CRD.

Fees are charged for vendor space at the Market, with a set number of seasonal vendor spaces being available, as well as daily spaces rented on a seniority basis.

Specific rules exist relative to the source of commodities offered for sale, referred to as the "Make it, Bake it, Grow it" guidelines.

On-site coordination of activities is required during all hours the Market is in operation, as well as offsite administration activities provided before and after Market hours, by the Market Coordinator Employee.

The following duties and responsibilities are required. The Employee will:

- review all new vendor applications, ensure they qualify under the "Make it, Bake it, Grow it" guidelines and refer applications to SSISMS Board if necessary
- annually coordinate the assignment of seasonal vendor spaces within the designated Market area to account for the seniority of Farmer and Craft Vendors
- coordinate the placement and relocation of vendors within the designated Market area on a weekly basis to account for Seasonal Vendor absences and Day Vendor replacements
- collect day vendor fees, based on the fee schedule established by SSISMS; issue receipts; and, deposit all funds and deliver all copies of receipts to the treasurer, on a weekly basis
- provide a written weekly report, including a summary of fees collected and attendance figures for each vendor category, as well as a synopsis of the day's events during the official market season
- provide monthly attendance report of seasonal vendors identifying fees to be charged including "no show" fees
- take weekly calls from seasonal vendors reporting their absence
- ensure that all food vendors abide by Island Health (IH) regulations and have IH approval prior to vending
- ensure that all cosmetic vendors abide by Health Canada regulations and have completed the Cosmetic Notification Form
- regulate Child and Youth Vendors and Non-profit Organisations in the Market area
- monitor the three busking areas to ensure buskers are following the market guidelines

- ensure that Market signs are in place and supervised each Market day, and returned to storage at the end of the day
- provide direction and monitor the loading and unloading of vendors
- notify SSISMS Board about vendors who are deemed not to be adhering to the market bylaws, policies and regulations
- respond promptly to telephone/mail/email inquiries regarding the Market philosophy, guidelines, rules and operations
- liaise with SSISMS members, CRD staff, the business community and IH representatives as required
- hand out notices to vendors as and when required by SSISMS
- ensure copies of all records and correspondence are filed with SSISMS as requested
- monitor all off season vending to ensure that vendors are registered
- organise at least 2 markets in the month of December
- promote the market on all social media platforms