



WHISTLER FARMERS' MARKET – GUIDELINES AND POLICIES 2024

The Whistler Farmers' Market (WFM) operates in the Upper Village Stroll in Whistler, which is a lively, busy and sometimes challenging environment. There are varying stakeholders and considerations that the market must manage. To set the market up for success, the WFM Board of Directors has approved the following Guidelines & Policies. They establish expectations of vendors and form the basis of management's decisions. Vendor adherence is respectfully required. As a last resort, WFM reserves the right to suspend a vendor's participation in markets should these Guidelines & Policies be violated.

Please contact the Market Manager if you have questions: management@whistlerfarmersmarket.org

A. APPROVED VENDORS

1. The WFM's approval of selling privileges is only for the applicable market season, and for products juried and approved. Vendors must apply for each market season.
2. Approved vendors are those who are involved in the process of producing approved products, have paid their annual membership and booth fees, have read and signed off on the Guidelines & Policies and [Code of Conduct](#), and have been juried and approved to sell at WFM markets.
3. Products not identified and approved as part of the application and jury process are not eligible for sale.
4. Approved vendors must attend the markets they are scheduled for. Family members of the producer, or employees involved in production, may attend instead of the registered vendor. Exceptions of staff at booths may be made on occasion at the discretion of the Market Manager and must be approved in advance. Onsite vendors must be familiar with the business and products, able to educate and assist customers at the market, and show proof of the required health permits.
5. No vendor may assign, sublet or sell their market space to another vendor. Stall sharing may be permitted if both vendors are present in the stall to represent their products and with prior approval from the Market Manager.
6. The WFM does not accept applications from vendors who operate as a storefront business in Whistler Village. Vendors who are active market vendors while establishing their storefront may be permitted to attend the market for up to a three year phase-out period.

B. APPROVED PRODUCTS AND SERVICES

1. Only approved products and services that are made, baked, grown, raised, caught or wild-harvested by the vendor can be sold, displayed or advertised at a WFM market.
2. Resale of purchased goods is **strictly prohibited**.
3. Co-packing arrangements are not considered to be producer-only and therefore not allowed.
4. If an approved vendor wants to sell additional products, the products must first be juried and approved.
5. It is the vendor's responsibility to comply with the provincial and federal laws and taxes governing their product and farm/business operation. All products for sale need to meet the laws, regulations and rules as specified by federal, provincial and municipal governments, local health authorities, certifying body the vendor belongs to, and the WFM.



6. Vendor applications are juried by a subcommittee in addition to ensuring diversity and compatibility of products in the market. The jury will only consider complete applications. The jury committee reserves the right to refuse any vendor or product deemed unacceptable.
7. Products will be accepted after the following factors are considered:
 - a) Overall product mix and balance
 - b) Seasonal availability
 - c) Consumer demand as determined by data collected by organization
 - d) Current number of vendors with similar production
 - e) Vendor's history of selling such product
 - f) Vendor's history of compliance with WFM market Guidelines & Policies.
8. Products are expected to be high quality, fresh and professional. Quality products contribute to the reputation of both the business and that of the WFM. Seconds and 'culls' are allowed but may not make up more than 20% of the total product for sale that day and must be marked as such and priced accordingly. All items for sale at the market are subject to random sampling. Items may be removed from sale at the market if they are not of reasonable quality and/or freshness as determined by Market Manager.
9. No product on display shall include profanities or content inappropriate for all ages. It is the right of the WFM to require the removal of a product if deemed inappropriate. Failure to do so will result in a fine of \$50 or removal from the market and/or market season.
10. Branded merchandise ("swag") that does not meet our Zero Waste guidelines to reduce or eliminate waste will not be permitted. All products must be approved by the WFM jury.

C. VENDOR CONDUCT

The market is a place of business and a public forum. Market vendors, volunteers and management are expected to abide by the WFM [Code of Conduct](#).

D. STALL ALLOCATION, STALL SHARING & MARKET COLLECTIVES

1. Booth location, size and other factors of assigning a vendor's space shall be at the discretion of the Market Manager. The Manager shall consider the following:
 - a) The maintenance of the good product mix
 - b) Surrounding businesses, accessibility, and market flow
 - c) Benefits and disadvantages of placing select products next to each other
 - d) Product and vendor needs relating to temperature, shade, health regulations and electrical access
 - e) Vendor seniority
2. Stall Sharing
 - a) Stall Sharing refers to two separate vendors sharing one market booth
 - b) All vendors must apply separately and pay the annual membership fees. The booth fee is shared by the vendors, and it is their responsibility to ensure payment.
 - c) All vendors must be present at the market to represent their product.
 - d) Stall sharing arrangements require prior approval by the WFM jury committee. Requests may be submitted with the application or directly to the Market Manager.
3. Market Collectives



- a) Market Collectives (MC) are intended to support small-scale farm, food and arts initiatives. Multiple producers within a common theme (e.g. Farm) may come together under one identity and share a market booth space, with a minimum of one vendor on-site to represent all products that are within a common theme.
- b) MCs must be specifically applied for and approved by the WFM.
- c) Each member of this collective MUST apply and BE APPROVED separately.
- d) Each producer in the collective must pay an annual membership fee; the stall fee will be shared by each member of the collective.
- e) Reselling is strictly prohibited.
- f) In the interest of transparency, collective booths must display signs of all the producers that are selling that day and display price tags with the name of that vendor on them.
- g) Delegation of sales/profits are to be previously agreed upon by vendors in the collective.

E. PAYMENT, CANCELLATIONS, NO-SHOWS AND REFUNDS

1. Accepted vendors are notified via the e-mail address provided on their Manage My Market profile. Vendors then have **five business days** to cancel any dates applied for without penalty, after which an invoice for the approved dates will be issued. Vendors must prepay an annual membership and booth fees **in full within 10 days of the invoice date** to secure their place in the market.
2. All cancellations must be made in writing to management@whistlerfarmersmarket.org. Cancellations and missed markets are **non-refundable nor are they eligible for booth credits**.
 - a) If a vendor is not able to attend a Sunday market date, the vendor must inform the Market Manager by email before noon on the Thursday prior to the Sunday market date.
 - b) Saturday long weekend markets are particularly sensitive to cancellations because they are smaller. Given this, and that points are awarded for their attendance in the application process, vendors that cancel Saturday markets will incur a missed market fine.
3. Late cancellations or no-shows will be penalized using a three-strike rule:
 - a) First incident in season: no charge
 - b) Second incident in a season: fee of \$50.00 as penalty for missed date. Payment must be received no later than 72 hours prior to attending the next scheduled date.
 - c) Third incident in a season: fee of \$60.00 as penalty for missed date. Payment must be received no later than 72 hours prior to attending the next scheduled date.

Note: Three no shows/late cancellations within a calendar year can impact vendors long term relationship with the market for future dates.

4. Vendors may appeal the refund policy when circumstances to cancel a date are due to emergency situations (i.e. medical or family emergencies or crop failure). Exemptions to the refund policy will be made on a case-by-case basis and require a note of explanation from the vendor to the manager for review.
5. Refunds are only granted in extenuating circumstances. Requests for refunds must be submitted in writing to management and will need to be approved by the Board.



F. FARM AND WILD HARVESTED PRODUCTS

The WFM welcomes a wide variety of growing methods to the market. Respect regarding other vendors' products, their growing methods and their pricing decisions is expected as part of the professional behavior anticipated at the market.

1. Certified Organic, Biodynamic or first, second, or third year transitional claims must be supported with the appropriate certification submitted to WFM and displayed at your stall.
2. The WFM does not permit the sale of GMO fresh produce. Farm vendors are asked to retain copies of their seed receipts as verification of their seed source.
3. Farmers wanting to sell their products as "Naturally Grown" need to include a notarized affidavit in their application stating: At no time during the growing season or post-harvest handling of this commodity have any synthetic pesticides, fungicides, herbicides, or fertilizers been used. In the case of animals, it should read: At no time during the life of the animal have synthetic growth enhancers or medications been used.
4. Signage displaying growing methods of edible farm products is not mandatory, but when used, will adhere to the following guidelines:
 - a) Signage naming products as Certified Organic, Biodynamic or first, second or third year Transitional must support these designations with prominently displayed certification documents at the front of your stall.
 - b) Signage naming products as Naturally Grown must prominently display a copy of the notarized affidavit supporting these statements.
 - c) Farms and products that are not Certified Organic, should not display signage that includes the phrases "organic" or "organically grown." All such statements should have certification to back up claims.
 - d) Products that include ingredients which are not Certified Organic may not use the word "organic" when listing ingredients on product labels.
 - e) The term "no sprays" is misleading and should not be used on signage or when speaking to shoppers about growing methods.
 - f) Vendors who misrepresent non-organic products as organic risk receiving a rule violation or penalties levied by the Canadian Food Inspection Agency.
5. All other required permits and licenses shall be brought to market and made available when requested. (Example: Food Safe Certificates, Letters of Confirmation)
6. Resale of purchased goods is strictly prohibited.
7. Farmers wishing to sell prepared foods must have a minimum of 80% raw farm product for sale in order to qualify for a farm-designated stall.

Exception: When value-added foods are made from products grown by the vendor (example: dried goods or juice, pesto, canning, baking or any other value-added product). There are no theme limits on 'value added' farm products, provided that the value added is less than 20% of their booth product, and is made predominantly from their products. Farm vendors selling more than 20% of value-added farm products are expected to pay food vendor fees.



8. Poor Quality Produce: The Market Manager has the authority to ask that poor quality produce be removed. Vendors who repeatedly bring large quantities of low quality produce to sell at top quality prices, risk having their ability to sell suspended.
9. Eggs, dairy, meats, fowl, fish or seafood are subject to the [Temporary Food Market Guidelines](#) for display and sale; please refer to the aforementioned document for further information. WFM markets are a cage-free egg zone. All eggs for sale at WFM markets must be from cage-free chickens. Organic certification and SPCA certification are considered suitable proof of cage-free status. In the case of vendors who are not SPCA certified or organic, photos or a farm visit will be required.
10. Fish Vendors, while you are not currently required to submit fish slips, log books etc. as part of your application, we may ask at any time for access to these documents and future review of requirements may make these documents required for vending approval.

G. PREPARED FOOD PRODUCTS

1. All prepared food vendors must be familiar with and follow the [Temporary Food Market Guidelines](#). Please contact local health authority if you need assistance in assessing your product.
2. All food service vendors must be familiar with and comply with the [BC Fire Code Regulations for Mobile Vendors](#).
3. All food for sale must be appropriately designated as either high or low risk before an application is submitted. Please refer to the following document for further information: <http://www.vch.ca/Documents/Guidelines-for-sale-of-foods-at-temporary-food-markets.pdf>
4. Vendors must hold and display valid Food Safe and Vancouver Coastal Health certification specific to the product they are preparing.
5. Vendors will ensure all attendants hold valid Food Safe certification.
6. All food documents are required to be submitted to the market manager, uploaded to your Manage My Market profile, and **onsite at each market**.
7. Refer to the Provincial [Temporary Food Market Guidelines](#) regarding sampling, or contact your Environmental Health Officer for the necessary requirements.
8. Products must be produced from scratch by the vendor.
9. Vendors with existing Whistler Village store fronts will not be permitted. The exception to this criteria will be restaurants offering chef demonstrations with a charitable component for any product sold. The preparation of the product must not interfere with or in any way deter from the experience of the Whistler Farmers Market. This is specific to unpleasant odors, smoke and/or harmful emissions.
10. Placement of vendors will consider existing food service establishments nearby the WFM location.
11. Placement of vendors is wholly at the discretion of the Market Manager. These determinations will be made in consultation with existing market partners including the landlords and nearby businesses.
12. Products offered are limited to those approved upon application.
13. Any changes to the products offered must be submitted to and approved by the Market Manager. All new products must remain in compliance with existing Vancouver Coastal Health certification.



14. All prepared food vendors must provide a ground cover sheet for their market stall. This sheet is required to catch all waste or dropped product and to prevent staining or damage to the market surface. Vendors causing damage will be invoiced for the cost of cleaning or repair.
15. Deep frying is not permitted on site, due to aromas and the danger of fire and/or oil spill.
16. Vendors selling meat products must have an appropriate insurance policy in place which is to be submitted with their application.
17. The WFM allows a limited number of liquor vendors at our market. Liquor vendors must meet the regulations established by the [BC Government](#). Vendors must attain authorization to sell liquor at the WFM. Information on how you can apply for a Market Authorization is available on the [BC Government Business Registry One Stop](#) page.

H. CRAFT PRODUCTS

1. All craft products must be made in BC by the vendor who will be representing their products at the market or have a family member or employee that is familiar with the production process.
2. The Market Jury Committee reserves the right to refuse any craft deemed unacceptable or of a questionable origin.

I. INSURANCE

The WFM has limited liability insurance coverage. This does NOT cover incidences that are directly related to a vendor's product or actions. The Whistler Farmers Market requires that all vendors carry their own insurance in addition to this coverage with the Whistler Farmers Market named as an additional insured in the amount of \$2,000,000. This amount is to be confirmed in consultation with our landlords at Whistler Blackcomb and may be adjusted. Due notification will be provided.

J. MARKET DAY OPERATIONS

Vendors must familiarise themselves with market day procedures, which are updated as needed and accessed [here](#). Failure to comply will result in a written warning, and repeat non-compliance may result in vendor suspension.

L. STALL SET UP, TEAR DOWN AND DISPLAY

1. Vendors are responsible for supplying their own booth setup including canopy (preferably white), tables, displays, etc. Booths should be completely set up by the market start up time.
2. Every market day, no matter the weather, all canopies and umbrellas are required that have sufficient weight on all 4 corners of the stall to keep the cover in place during windy conditions. Sufficient weight is considered to be a minimum of 15 lbs per corner.
3. Access to a power source must be confirmed with the Market Manager before market day. Power cords that cross aisles must be covered by a mat in order to prevent tripping hazards.
4. Stalls are to remain assembled until the official closing regardless of weather, turn-out or product availability. Vendors that have sold out prior to the end of market may place a sign saying 'sold out' in their stall if they choose to leave their stall. *(Exception: Farms may choose to pack down 30 mins ahead of closing time).*



5. Vendors must stay within their allotted space while vending and may not extend displays, sampling, information distribution or equipment into the public area. Vendors must not impede another vendor's booth space.
6. All vendors must remove their own garbage from the market premises at the end of the day. It is essential that vendors do not dispose of their waste in the Upper Village bins. The market is striving to become zero waste, and we greatly appreciate your support and contribution to these efforts. Vendors are encouraged to offer reusable, biodegradable or recyclable packaging. A waste container is required in front of your booth if you are selling or giving out products that will result in immediate waste (i.e. sample cups, plates). Please take time to sort these items into the correct waste streams.
7. All vendors are to clean up their space after the market closes, including sweeping up any debris and removal of trash. Please do not use market trash facilities.
8. Disposal of 'clean' water and ice should not be done in the market area; disposal onto grass or down storm drains is appropriate. Be aware of where water run-off flows when disposing.

M. SIGNAGE, PRICING, AND LABELING

1. Vendors are required to display a sign bearing their business name.
2. Food Safe Certificates and Letters of Confirmation from the Health Authority must be on site, at the vendor's booth on every applicable market date.
3. Utilize one or more of the following signage techniques:
 - a) Individual price stickers on each item,
 - b) Individual price signs for each item, or
 - c) A list of price signs for each type of item, or
 - d) In case of volume sales, the minimum weight must be listed as well as the price.
4. All scales must be 'legal for trade' and approved by Canada Weights and Measures.
5. Vendors are required to meet their own tax requirements.

N. COMPLIANCE WITH WFM GUIDELINES & POLICIES

All vendor members should act in a professional manner that fosters a sense of market community and camaraderie, and a spirit of cooperative involvement that promotes the market to the communities it represents and serves.

The WFM has established Guidelines & Policies to ensure that the market meets the objectives of all its stakeholders: members, customers, our landlord, surrounding businesses, and the wider Sea to Sky community. The WFM Board of Directors and Market Manager will implement and enforce all Guidelines & Policies pertaining to the operation of the WFM as fairly as possible.

Failure to adhere to the Guidelines & Policies set forth will result in:

- a) First offence – verbal warning
- b) Second offence – written warning
- c) Third offence – expulsion from the market that day
- d) Fourth offence – expulsion from the market for the remainder of the season.



EXCEPTION: Where a vendor's or customer's safety is jeopardized there will be no need of any verbal or written warnings. Immediate suspension from further involvement with the market will be the only outcome. Such suspension shall be effective immediately and is indefinite. Vendors who receive a suspension will not receive a refund of monies paid for the dates they have been suspended.

O. PRODUCT CHALLENGE, WFM POLICY AND APPROPRIATE FORM

Product challenges may be made for suspected misrepresentation of product by a vendor, and/or deemed as a product that is inconsistent with their application. Product Challenges are taken seriously by the WFM. Please ensure the basis of the challenge is factual rather than a misunderstanding. Any claim, factual or otherwise, made publicly could be subject to charges of slander or harassment. Protect yourself while protecting the integrity of the market: do not air any concerns publicly.

The person challenging the product may bring the issue to the Market Manager's attention by submitting a written Product Challenge when they believe a vendor is misrepresenting their product/s. This must include: the name of the vendor being challenged, the date, the product, reason for suspicion, photographic evidence and any other pertinent details.

The vendor receiving the product challenge will be made aware of the challenge anonymously, and must respond to the challenge in writing to market management. Failure to concede or deny a challenge may result in a determination that the challenge is valid.