



2022 Policy Document for Hillside Market's run by Market Collective Policies, Guidelines and Procedures

Market Collective creates an opportunity to support each other and nurture ourselves and those we care about and love. Thanks for your support and sharing the love!.

Outline of Topics

- 1. Hours of Operation**
- 2. Important Information**
- 3. Fees**
- 4. Application and Approval**
- 5. Attendance Policy, Cancellations & Refunds**
- 6. Vendor Obligations and Responsibilities**
- 7. Set Up /Take Down & Vendor Parking**
- 8. Product and Sales Guidelines**
- 9. General**
- 10. Emergency/urgent closure**
- 11. COVID considerations**

Please note: All policies, guidelines and procedures are subject to change periodically and under the advisement of the Market Manager. Should an issue arise that is not covered in this document, the Market Collective Team will make a decision on a case-by-case basis and report back to those affected by the decision.

Please note: Although cannabis is now legalized in Canada, Market Collective will not be allowing Vendors to sell any products that contain any form of cannabis or marijuana.

1. Hours of Operation

- ★ **1.1.** Hours of Operation – The Hillside Summer Markets open at 10am on Saturday July 9 & Sunday July 10 as well as Saturday August 13 & Sunday August 14 and close at 4pm each of those FOUR dates, unless changes are required due to the market location in response to the pandemic or otherwise.
- ★ **1.2.** Vendors may set up their 10 x 10 stalls commencing at 7:30am (no earlier) and must remove their stalls within 90 minutes after the close of the Market. Any tents, tables or other belongings left outdoors on site are the sole responsibility of the Vendor. No security will be provided. Indoor storage may be provided for a fee of \$15.
- ★ **1.3.** Vendors **may not** remove their stall before the close of the Market.
- ★ **1.4.** 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. No tables are provided.
- ★ **1.5.** 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.**
- ★ **1.6.** There shall be no selling of products to the public prior to the opening of the Market. Selling to Vendors, Volunteers and Staff is allowed and encouraged before the start time!
- ★ **1.7.** In cases of inclement weather the Market Manager may open early to capture available audiences or close early if need be.

2. Important Information

- ★ **2.1.** All Vendors are responsible for their own tables, chairs, canopies, weights (*weights need to be 30 lbs EACH tent/canopy leg- MANDATORY , also tents cannot be pegged as it is cement.* If an umbrella is being used it needs to be weighted on all sides.
- ★ **2.2.** 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 when selling, sampling or chatting.
- ★ **2.3.** A sign for the business must be visible and legible and proper licenses and certificates posted.
- ★ **2.4.** Vendors are responsible for bringing a float with sufficient change for the day.
- ★ **2.5.** No Vendor will be permitted to play radios or instruments (unless approved by the Market Manager).
- ★ **2.6.** 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.
- ★ **2.7.** Any Vendor with a source of ignition is required to have a fire extinguisher, and must be approved by the Fire Department.
- ★ **2.8.** Vendors are expected to create an aesthetically pleasing environment which allows them to vend in all weather.
- ★ **2.9.** Any changes to items being sold must first be approved. Please submit this via email with ample time before the Market to debut this product.
- ★ **2.10.** Vendors will not be guaranteed the same stall location as previously attended Markets.
- ★ **2.11.** A Vendor who misses the deadline for payment will be removed from the roster for the weekend or permanently depending on previous history.
- ★ **2.12.** Stall assignment will be available via email sent out within the week of the Market. Any changes to your stall location will be followed up in email. If you are accepted for a corner stall you will be informed a minimum of 14 days prior to.

- ★ **2.13.** Vendors who are part of the Market Collective Market's are not automatically guaranteed attendance to all Market's that Market Collective present, nor to space in the stores. Each Venue is it's own being.

Youth Vendor (18 and under)

- ★ **2.14.** Vendors who are under 15 years of age must have a guardian present from setup to take down.

3. Fees

- ★ **3.1.** All fees are due by June 18 for the July 9 & 10 Markets and by July 23 for the August 13 & 14 Markets.
- ★ **3.2.** Payment can be made by cash at the Mattick's Farm location or e-transfer to hello@victoriainmarketcollective.com (etransfer preferred). Credit Cards are not accepted. Cheques may be accepted if absolutely necessary.
- ★ **3.3.** Vendors: *\$70/day for individual days (July 9, 10, August 13, 14 each), or \$120 for each weekend*
- ★ **3.4.** Youth Vendors (under 18): *\$40/day*
- ★ **3.5.** Premium Stall (corner or shade): *\$15.00/market* - As space allows, this is not a guarantee.
- ★ **3.6.** Power: **unavailable**, only whisper quiet generators will be allowed with approval (must be brought by the Vendor)
- ★ **3.7.** Overnight storage inside Hillside Mall on July 9 and/or August 13: \$15/night, when space is available (please bring your own dolly to move your items. Space will be no smaller than 4' x 3'.
- ★ **3.8.** Date Exchange: not offered, no refund policy for missed dates

4. Application and Approval

- ★ **4.1.** Please visit our website at www.victoriainmarketcollective.com for an application form.
- ★ **4.2.** Vendors will be selected when considering 5 major criteria (in no particular order): seniority, history of compliance with Market rules, demand for product vs. number of similar vendors, number of spaces

available per category & timely receipt of application forms, documents & payment.
- ★ **4.3.** Applications must include all information and documents relevant to the sale of your goods or products, as well as names of all people who have the right to sell for you and any required approvals and/or licenses (food approval from VIHA and FoodSafe for sampling) for the business and each of the sellers under the business. Failure to provide the required information may disqualify your application from consideration.
- ★ **4.4.** Vendors with outstanding payments will not be considered for future Markets and tardiness in payment will jeopardize future participation.
- ★ **4.5.** Preference given to those who source local, ethical and/or organic ingredients and are considerate of packaging as well as how handmade the

product is.

★ **4.6. RESALES ARE NOT ALLOWED**

5. Attendance Policy, Cancellations & Refunds

- ★ **5.1.** Market Collective has a no refund policy.
- ★ **5.2.** Vendors must be present for all dates they pay for. If you are unable to attend for any reason, please email Katrina at hello@victoriamarketcollective.com, subject “Hillside Market Cancellation of Date”- the earlier the better please.
- ★ **5.3. *Loss of Fees and/or suspension from the market may result from:***
- ★ **5.3.a.** “no-shows” unless previously approved;
- ★ **5.3.b.** late set-up or take-down;
- ★ **5.3.c.** poor behaviour and general non-compliance;
- ★ **5.3.d.** selling of unapproved product(s) or misrepresentation or resale of items;
- ★ **5.3.e.** failure to clean up stall area;
- ★ **5.3.f.** NSF cheques; or,
- ★ **5.3.g.** Drinking or using drugs at Market, as well as attending as a Vendor in a compromised state.

6. Food Vendor Obligations and Responsibilities

- ★ **6.1.** Health practices – All Vendors must adhere to sanitary and food safety procedures as outlined by the local health authority. [Please review this document](#) and/or other relevant provincial or federal authority that is a MUST if you sell food of any kind.
- ★ **6.1.a.** Food Vendors must be cleared by VIHA; [Island Health application for high risk food sales](#) (if applicable).
- ★ **6.1.b.** If products are low-risk and do not require certification, Market Collective requires documentation that Island Health agrees. If confirmation is sent via email, you may provide a copy of that confirmation. [what items would this be for? im confused again here](#)
- ★ **6.1.c.** When applicable, a MANDATORY sign that food was not made in a commercial kitchen must be displayed at all times.
- ★ **6.1.d.** 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.
- ★ **6.1.e.** All food vendors should have [MarketSafe](#).
 - ★ **6.1.f.** All processed food vendors require a [Food Safe Certificate](#). It must be completed prior to the first market. If you are sampling food, you must have a copy of your Food Safe and/or Market Safe.
 - ★ **6.1.g.** 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.
 - ★ **6.1.h.** Food must be at least 6” off ground when being stored.
 - ★ **6.2.** Vendors are responsible for keeping their space clean and tidy; this includes picking up and removing all litter at the end of market day.
 - ★ **6.3.** If this is your first market or you have new equipment, please do enough trial runs to be comfortable before your first market day.
 - ★ **6.4** All Vendors are responsible for their own tables, chairs, canopies, weights (*weights need to be 30 lbs per tent/canopy leg- MANDATORY if tent is not pegged*). If an umbrella is being used it needs to be weighted on all sides.

7. Set Up /Take Down & Vendor Parking

- ★ **7.1.** Vendors are asked to drop off all of the things needed for the day and then immediately park their vehicles. Vendors are asked to park on the rooftop parking of the Hillside Shopping Centre (enter near Shopper’s Drug Mart, Shelbourne Street). DO NOT park in the lower level Mall Parking lot unless you have been given permission. Set up once you have returned from parking your vehicle.
- ★ **7.2.** Take down begins at 4pm 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 5:30 pm.
- ★ **7.3.** Cooperation amongst Vendors during vehicle pick up and packing is necessary. Please be kind and courteous. **Please do not idle vehicles at any time.**

8. Product and Sales Guidelines

- ★ **8.1.** All prices should be clearly marked on items for sale or clearly displayed. 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, 10am

- except to other Vendors or Volunteers.
- ★ **8.2.** All products for sale at booths must be created by the individuals hosting the booth, or staff trained thoroughly in the creation of the products.
 - ★ **8.3. 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.
 - ★ **8.4.** 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.

9. General

- ★ **9.1. Insurance – It is recommended that each Vendor have their own product liability insurance. It is MANDATORY that Vendors considered “High Risk” sell canned goods or animal proteins MUST have Market Collective named in their insurance and submit a copy.**
- ★ **9.2.** If your product is stolen or damaged please bring it to the attention of a Market Collective team member ASAP to be documented. Market Collective is not responsible for any damage or loss incurred by Vendors and is not liable for replacing damaged or stolen products.
- ★ **9.3.** Vendors are responsible for bringing all of their necessary materials, including tables, chairs, tents, tablecloths etc.
- ★ **9.4.** If a Vendor accepts the help of a Volunteer, 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. Market Collective nor its Volunteers will not be held responsible.
- ★ **9.5.** Market Collective 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.
- ★ **9.6.** The Market reserves the right to prohibit anyone from selling or to prohibit any product from being sold.
- ★ **9.7.** Any activity that is categorized as criminal is strictly prohibited.
- ★ **9.8.** 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.
- ★ **9.9.** 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.
- ★ **9.10.** All vendors must be appropriately dressed for a family event, and when

- applicable with care for food service.
- ★ **9.11.** The Market Manager is the ultimate on-site authority to uphold all Policies & Procedures. No Vendor, new or seasoned, is exempt from protocol.
 - ★ **9.12. All Vendors are responsible to abide by market Policies & Procedures. By paying your fees you are agreeing that you have thoroughly read and accepted all of the Guidelines in this document. In the event of an infraction, stating that you did not know the rules , Market Collective will have to assume that you have not put the effort in to become part of this Market and you may be terminated.**
 - ★ **9.13.** Market Collective reserves the right to make amendments or exceptions to the Policies & Procedures at any time deemed necessary.
 - ★ **9.14.** All Vendors, employees and agents have a responsibility to behave in a courteous and professional manner.
 - ★ **9.15.** Rude, abusive, offensive or other disruptive conduct will not be permitted.

10. Emergency/urgent closure

- ★ **10.1.** 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 wait to receive an email for instructions on how to proceed with following markets.
- ★ **10.2.** 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.**

11. COVID Considerations

- ★ **11.1.** Market Collective 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.
- ★ **11.2.** If a Vendor/Staff presents with symptoms of COVID19, please inform Market Collective via email at hello@victoriamarketcollective.com ASAP. As much notice as possible is requested for missed dates, but leniency will be given to encourage safety of all. Market Collective will follow up to date guidelines in how we proceed.
- ★ **11.3.** All persons affiliated with Market Collective and its affiliated Markets 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.

Market Collective acknowledges and sends thanks to the Lək'wəŋən People, also known as the Songhees and Esquimalt First Nations communities, for the ability to

live, work and play on their lands. We are appreciative for this opportunity to strengthen the community of local artists & artisans on these unceded lands.
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