



PUBLIC MARKET RULES & REGULATIONS

OVERVIEW

Swan Lake Public Market is a lively, busy, and sometimes mixed with other events & promotions to help increase Market awareness and diversity of presence. In order to ensure the success of the market as effective, equitable and enjoyable, Swan Lake has established the following Guidelines and Standards.

APPROVED VENDORS & PRODUCTS

Approved Vendors

1. Approved Vendors are those who have been juried in by the Jury Committee.
2. The Markets approval of selling privileges for the specified event.

Craft Vendors

1. Craft Vendors consist of Artisans/Crafters/Body & Bath
2. All Crafts must be made by the Vendor who will be representing them at the market.
3. Craft products may have some components that are not made exclusively by the Vendor, but the finished product must have been substantially changed, altered, or enhanced from the original creation, by **more than 50%** from its original purchased state. The purchased component must not dominate the finished product. It must be extensively transformed in a way that makes it unique from its original state and be modified significantly more than the purchased component.
4. Handcraft components must be greater than the commercial component, and commercial components must be transformed in a way that makes the work unique. Jewelry Items must be of original, unique work or design. Priority will be given to jewelers who themselves manufacture the primary elements of their work and who demonstrate originality in their designs.
5. Body & Bath Vendors must have Health Canada product approval, correct product labeling and Liability Insurance.

Vendor Conduct

The market is a place of business and a public forum. Polite and Professional Behavior as well as honest business practices are expected.

1. Complaints about other vendors, their products, pricing, operations, etc. are to be given in writing only and signed by the vendor to the Market Coordinator. Verbal complaints will not be investigated.
2. Conflicts with customers, health officials, market volunteers or other vendors should be addressed to the Market Coordinator.
3. Vendor's products may be sold by the Vendor, a family member, or an employee of the Vendor. It is the responsibility of the Vendor to ensure that any employee has read, understands and agrees to comply with these Rules of Operation.
4. Vendors are required and solely responsible for keeping their stall space and surrounding area clean and tidy during and upon departure from the market.
5. Hawking of products is **NOT** permitted. Vendors are encouraged to address shoppers as they pass by the front of their stall in a pleasant manner.
6. Collusion or deceptive pricing practices are strictly forbidden. Vendors are not allowed to pressure other vendors to change their prices.

Harassment of any kind will not be tolerated. Swan Lake Market is committed to providing and maintaining a safe working environment that is free from harassment and everyone is treated with respect and dignity. Every shopper, vendor, volunteer, employee has the right to work, shop, and sell in an environment free of harassment and negativity.

If you feel at any time harassment has occurred, please report it to the Market Coordinator along with a letter to the Jury Committee.

All investigations will be taken seriously and will be held in confidence between the parties involved along with the Jury Committee.

Vendors may not Argue, Harass or Behave in such manner that is unbecoming to ANY Jury Member, Market Staff, Other Vendors or Customers.

Approved Products

1. Only products that are Made or Created by the vendor can be sold, displayed, or advertised at the Market, Co-packing arrangements are not considered producer-only and therefore not allowed
2. If an approved vendor wants to sell a product not previously approved on their application, they must speak to the Market Coordinator and have their new product juried **before having it for sale**.
3. All products for sale need to meet the laws, regulations and rules specified by Federal and Provincial, and Municipal bodies, local health authorities, Health Canada, KFCM and the certifying body the vendor belongs to. It is the vendors responsibility to know and comply with the Provincial and Federal tax requirements.
4. Products will be accepted after the following factors are considered:
 - a. Overall product mix and balance
 - b. Consumer demand as determined by Jury Committee
 - c. Current number of vendors with similar products
 - d. Producers' history of selling such product
 - e. Producers' history of compliance with Market guidelines

5. Promotional items are defined as those given away with purchase and not sold for profit and must be branded with the vendor's name, logo, etc. Items such as buttons, stickers and bags may be acceptable, but will require the Market Coordinator approval prior to debut at the market.

6. Any Vendor-made container that becomes part of the product for sale must be accepted through the Jury committee prior to its sale.

7. Quality products such as professional level crafts are accepted.

Jury Process

Application does Not guarantee acceptance. Vendors are to apply Online and wait to be contacted once the Jury Committee has juried your products you will be notified of acceptance on your spot.

HUTS



Walk n Hut - 8x8

4hr Minimum

- Enclosed wood walk in Hut
- Front door access only
- Lockable
- Metal Roof



Concession Hut - 5x6

4hr Minimum

- Enclosed Wood Concession Stand
- Front service counter
- Rear entry; lockable
- Metal Roof



Allocations

The vendor's location and other factors of assigning a stall will be at the direction of the Market Coordinator. The following will be taken into consideration:

1. History of neighbouring vendors and cooperation with each other
2. Maintenance of good product mix and consumer traffic flow
3. Benefits and disadvantages of placing select products next to each other.
4. Quality, display, and presentation

Set Up, Display & Take Down

1. Vendors must keep all displays and product(s) within the footprint of their allocated stall, including Signage, Racks, etc. No distribution of literature outside of their stall.
2. Pop-Up Tents, Tables, Displays, Product, etc. should be set up by the official opening time.
3. All vendors are to clean up their space after closing of the market.

Booking

Huts are \$40.00 for the entire day.

1. We will help with electrical for lights for the huts, you can configure the hut on how you want it to look, but everything has to be taken down by the end of your booking.
2. Huts can be booked for 2 days in a row, and leave your goods in the hut, however it is highly recommended to bring your own lock.
3. When it begins to get colder, we recommend that you have your own propane heater. We do not supply electricity for other heaters, our system can't carry the load for this many huts.
4. There are two types of huts; 1) Concession where there is a fold down table attached to the hut itself; 2) Walk in huts where the two doors open and you can set up your own table etc inside or outside the door and your inside with your goods around behind you. Again totally up to you how you want to set it up.

Rental Terms & Conditions

General Conditions

- Swan Lake Market staff reserve the right to refuse the use of our space to individuals/ groups who do not meet all the conditions outlined in the rental agreement and for any other reason at our sole discretion.
 - Rental events shall not proselytize, or assist in any way proselytizing elsewhere or in the future, for religious or political purposes.
 - Rentals for activities generating personal profit through sales or promotion must conform to Swan Lake Market's operating licences.
 - Advertising must clearly indicate that the event is in "Partnership with Swan Lake Market" and not imply representation of Swan Lake Market. Use of Swan Lake Market's logo is prohibited.
 - Swan Lake Market reserves the right to cancel this agreement in an emergency situation or due to circumstances beyond its control.
 - If the User deliberately, negligently, or innocently misrepresents any information required by this Agreement, the Agreement may be immediately canceled.
 - The User is responsible for ensuring that each sub-contractor is aware of and agrees to all Rental Agreement Conditions stated in this document by providing a copy of this Rental Agreement Form to all subcontractors, including caterers.
 - Additional fees for equipment (i.e. piano and/or projector, heaters, extension cords) may apply. Equipment must be requested at least seven (7) days in advance and is subject to availability.

Cancellations

- Full refunds of deposits and paid estimates will be granted if Swan Lake Market is notified ten (10) days prior to the event date. Events booked three (3) calendar days or longer, require twenty (20) days notice for cancellation or date changes.
 - If the rental is cancelled or changed within ten (10) days of the rental date, the Security/Damage Deposit will be forfeited, if not stated elsewhere 25% of the rental amount, but any paid estimated expenses will be refunded in full.
 - If the rental is cancelled within five (5) days of the event, The User will be required to pay all charges.

Insurance and Safety

- On behalf of the User, by conducting a transaction to rent a space, agrees to ensure that activities conducted in Swan Lake Market will not endanger any person; and to indemnify and save harmless Swan Lake Market, and any of their respective employees, officers, volunteers, or agents against any and all claims for injury to person and property, however caused, and arising out of the activities of the rental group or out of the occupation or possession of the premises by the rental group.

- The User must carry commercial general liability insurance with limits of not less than \$2,000,000 or such limits as deemed to be necessary in protecting the User and Swan Lake Market against any claims for bodily injury, death or property

- Damage resulting from any activities conducted by or on behalf of the User, however caused, arising out of the User's use, occupation or possession of Swan Lake Market. The insurance policy shall contain a cross liability clause and name Swan Lake Market Inc., their officials, employees and agents as additional insured.

- Swan Lake Market is a non-smoking facility.

- Emergency exits must remain easily accessible and under no circumstances can they be blocked by: tables, chairs, walls, stages, people, etc.

- No compressed gas or propane equipment/fixtures may be used inside the facility, including helium balloons. Any such material used outside of the facility must adhere to CSA approval standards.

- The use of candles or open flame, and smoke machines are prohibited.

- The User is required to conform to all Workers' Compensation Board regulations.

- The User is required to adhere to Public Health Office (PHO) orders on gatherings and events.

Facility

- The facility is rented on an "as is basis".

- Users of Swan Lake Market must comply with all applicable City by-laws and Federal and Provincial legislation, including the British Columbia Human Rights Code which prohibits discriminatory conduct that would expose persons or groups to hatred or contempt.

- The User is responsible for following directions from the Swan Lake Market staff members on duty in the building. The staff member will: supervise the building and activity, take over control of the event in any emergencies and conduct initial and final check on the state of the facility.

- Set-up, take down, and cleanup, including removal of all garbage and recyclable items, are the responsibilities of the User, unless negotiated in advance, and must take place within the hours of rental. As Swan Lake Market is a low waste facility, all Users are required to sort their waste into the appropriate containers. Failure to take down or to clean up will increase the cost of the event and will be deducted from the Security/Damage Deposit and/or invoiced to the User and/or added to subsequent rental fees.

- The User must provide designated personnel at the end of the event to do a site check with Swan Lake Market staff.

- The User is restricted to use only the area listed on the rental agreement, and the public amenities including the toilet and foyer.

- The User must notify Swan Lake Market staff prior to vacating the space used. If the User vacates a space without notifying Swan Lake Market staff or does not properly secure the space used (entrance/exit doors, windows, etc.), they will be held liable for any items that are lost, stolen, or damaged. The replacement costs of these items will be deducted from the Security/Damage Deposit and/or invoiced to the User.

- The User is responsible for the behaviour of their guests while they are on the grounds (either inside or outside the facility)

- Noise levels (including live/recorded music) must be below 70 decibels during daytime hours (as registered outside of the building), and all noise must cease by 11 p.m. Swan Lake Market staff will monitor decibels and any request by them to lower noise levels must be complied with. Any excessive noise will result in a partial or total loss of the Security/Damage Deposit.
- The User must ensure that the maximum number of people in the space is within the limits as indicated under the estimated attendance, as agreed to, on the booking confirmation. Maximum limits vary depending on the space set up. Swan Lake Market staff may be required to restrict the number of people and enforce clear access to specific spaces, such as fire exits etc.
- Animals are not permitted in the building unless it is required by an individual with a service dog that is certified under the British Columbia Guide Animal Act.
- Under no circumstances is the User allowed to handle the in-house equipment, including heaters, lighting, sound, and video equipment. A Swan Lake Market Technician must operate all lighting, sound, and video equipment belonging to Swan Lake Market.
- The User agrees that no structural modifications may be made to the space or equipment installed without prior written consent from Swan Lake Market staff. Modifications include, but are not limited to making holes in the walls, suspending objects from the ceiling, drilling into the floor, and installing a temporary stage.
- The User agrees to use the space only for the activities for which they have been designated. Swan Lake Market has working creative artists and organisations, and residential tenants in our space and under no circumstances will this rental disturb any tenants with activities that have not been agreed upon in advance. If the User uses the space for additional activities not discussed with Swan Lake Market, Swan Lake Market staff has the authority to immediately cancel the rental, and may charge additional fees.
- Swan Lake Market is unable to arrange storage of equipment or supplies outside the agreed rental date(s).
- The access to and usage of electrical power will be regulated on a case by case basis and is not strictly implied within the rental fee - additional charges may apply depending on the User's need & consumption. The maximum available power will be 15 amp circuit breakers. No electrical heaters will be accommodated.
- The usage of fuel based heaters is strictly prohibited without a signed waiver waiving the right to claims and damages of any kind.

Music

- The User shall be responsible for payment of the required royalties to SOCAN (Society of Composers, Authors and Music Publishers of Canada) if the event includes copyright music. It is the User's legal obligation to obtain the SOCAN licence.

Catering Conditions

- Food and beverages may not be served or consumed in Swan Lake Market without advance written consent by Swan Lake Market.
- All food preparation and service for public events must acquire a Health permit.
- All food preparation and service must meet the guidelines of the Ministry of Health. If food/beverages are being handled in an unsanitary fashion, Swan Lake Market staff reserve the right to take appropriate action and the User may be denied further food service.
- When using a catering service, the User must provide the name and contact number of the caterer.
- There are no cooking or food warming facilities available onsite. It is the User/caterer's responsibility to prepare food offsite.