

RULES, REGULATIONS, AND AGREEMENT TO SELL

MISSION STATEMENT: To provide a venue for certified farmers to market and sell diverse, high quality, agricultural products to the local community.

The following constitutes the Rules, Regulations, and Agreement to Sell at the Glen Ellen Farmers' Market (herein called "GEFM"):

I. EACH VENDOR IS REQUIRED TO READ THESE RULES AND REGULATIONS. YOUR SIGNATURE ON THE APPLICATION VERIFIES THAT YOU HAVE READ AND AGREE TO ABIDE BY THESE MARKET RULES AND REGULATIONS.

Guidelines - The following are guidelines for inclusion or exclusion from the market.

A. **Determination** - In making this determination, the Volunteer Market Advisor Committee (VMAC) and the Market Operator and Manager shall consider the following priorities:

1. **Availability and Volume** - The present competitive availability and volume of producer's product within the market.
2. **Space Considerations** - The number of stalls available.
3. **Market Limitations** - Other limitations of the market relating to logistical, space, product source, or health and safety issues.
4. **Certification** - Vendors selling fruits, nuts, raisins, vegetables, eggs, herbs, mushrooms, honey, fresh cut flowers, nursery stock, must be certified by the County Agricultural Department in which they reside, and the documents must be readily available and once accepted into the market, posted at the point of sale.
5. **Local Preference** - First preference is given to Sonoma Valley growers, second to growers within Sonoma County, third to out-of-Sonoma County growers with products not available within the County. All certified products must be grown in California.
6. **Application** - Producers must submit a completed application as required by GEFM.

B. **Admission** - Admission of a producer shall be conditioned upon a period of attendance and the type of product. Certified holders at the Farmers' Markets are required to be in practice of Agricultural Production and/or Agricultural Arts. The definitions established by the California Department of Food and Agriculture and set forth in Title 3, California Code of Regulations, Section 1392.2 apply to GEFM, and applicants are to be familiar with relevant regulations, including, without limitation, the following definitions:

1. **Producer** - A person or entity that produces agricultural products by practice of the agricultural arts upon land which the person or separate entity controls. Producer may be, for the purposes of this article, a person, partnership, corporation, or any other entity.
2. **Certified Producer** - A producer that is authorized by the County Agricultural Commissioner to sell certified agricultural products, produced by practice of the agricultural arts upon land which the certified producer controls, directly to consumers at the Certified Farmers' Market.
3. **Certified Producer's Certificate** - A certificate issued by the County Agricultural Department in the county of production authorizing the transportation and sale of certified agricultural products pursuant to this article.

C. **Protocols** - The following are the protocols for inclusion or exclusion from the market.

1. **Notification Sequence** - The decision on whether to admit an applicant is made with the concurrence of the Volunteer Market Advisor Committee (VMAC), the Market Manager, and the Market Operator's Authorized Representative (MOAR). Applicants shall be informed of the decision within one month of the date the application was submitted. In the event the applicant is denied admission, the Market Manager or MOAR will inform the applicant of the cause of the

decision in writing, citing the specific guidelines for exclusion from the market listed in 1.A. of the Rules, Regulations and Agreement to Sell, and supported by a detailed description of the cause of exclusion. Applicants not admitted to the market may appeal this decision by filing a complaint form with the Market Manager within 10 calendar days of receiving the rejection notice. Such appeals will be on the agenda of the next scheduled meeting of the VMAC. Applicants may reapply.

2. **Market Participation** - Participation of a producer (or vendor, seller, or grower—these terms as used here all indicate an applicant who has been approved as a participant in GEFM) represents such person's agreement that he/she has read, understood, and agreed to abide by all of the terms set forth in this document by signing the GEFM application.

II. **PRODUCT CONDITIONS**

- A. **Certificate** - Every grower using GEFM's facilities must obtain a Certified Producer's Certificate (CPC) from their own County Agricultural Commissioner listing the crops produced and such information as is required. All certificates from outside Sonoma County must list Sonoma County on their certificate.
- B. **Secondary Certificate** - A grower may sell the product of one other certified grower with the permission of the Market Operator's Authorized Representative (MOAR) or Market Manager. A list of regulations governing the use of a second certificate will be given to entities selling with a second certificate, which is obtained from the Agriculture Department.
- C. **Nursery License** - All plant vendors must have a nursery license from the county wherein the nursery is located. The nursery license must be conspicuously posted at the market.

Any grower who sells vegetable plant starts shall have produced the starts from seed, bulb, or vegetable plant propagation or in the event that the plant starts have been purchased, they must have been held by the farmer for thirty (30) days prior to sale. It is recommended that the grower maintain all seed buying records in case of audit, or in the case of heirloom produce, the grower should have a written record of the origin of the seed.

- D. **Organic** - In order to claim that a product is "organic" the producer must be registered with the State of California Department of Agriculture and/or certified by a third party certifier. The word "organic" may not be used to describe a product unless proper registration/certification has been obtained. Organic Registration Certificates must be conspicuously posted at the point of sale.
- E. **Eggs** - Egg sellers must have the appropriate Egg Handlers Permit and must abide by state labeling requirements.
- F. **Commodity Requirements** - All commodities sold at GEFM shall meet the requirements of applicable statutes and regulations. For commodities that must be weighed, scales or balances are required and must be sealed by a County Sealer of Weights and Measures.
- G. **Product/Vendor Limitations** - After approval by the Market Manager or MOAR, certified growers are allowed to sell only one (1) processed item. Additional processed items may be sold by certified growers (with Market Manager or MOAR's approval), but only if each does not compete with other vendor's products (or 'market offerings').

If the item is edible, the vendor must have a health permit for it.

Unless otherwise specifically listed as an additional authorized agricultural or non-agricultural product in this section, only fruits, nuts, raisins, vegetables, eggs, herbs, mushrooms, honey, fresh cut flowers, and nursery stock listed on a producer's certificate may be sold at GEFM. Shelled nuts and dried fruits are authorized if not altered in form, and raisins must be produced from the original item listed on the certificate. Admission of any agricultural product to GEFM shall be at the discretion of the Market Manager or MOAR. In making this determination, Market Management or MOAR shall consider the following as priorities:

1. **Availability** - The present competitive availability and volume of producer's product within GEFM.
 2. **Quality** - The quality of the product intended to be offered for sale by the producer as determined by Market Management or MOAR.
 3. **Other** - Other limitations affecting product admission to further the best interests of GEFM and its participants, as determined by Market Management or MOAR.
- H. **Other Agricultural Products** - Additional authorized agricultural products that may be admitted

with concurrence of the Market Manager, the VMAC, and MOAR are: jams and jellies, milk, butter, yogurt, cheese, juice, olives, olive oil, and pickles. All of the products listed in this paragraph must be produced from the original item listed on the certificate. These items require a health certificate and are governed by specific health regulations.

- I. **Other Non-agricultural Products** - Other additional authorized non-agricultural products that may be admitted with concurrence of the Market Manager, VMAC, and MOAR for sale at GEFM, but under the auspices of the Market Manager or MOAR are: cheese, fish and shellfish, bakery products, vinegar, pasta, and other processed foods and crafts as guests of GEFM. Preference is given to local artisans, and **the artisans and non-agricultural processed product vendors must make all of the products sold** at GEFM.
- J. **Product Standards** - All California maturity and quality standards must be met. Field run produce shall be encouraged. Culls of "lowest grade only" sales are discouraged and may be prohibited.
- K. **IMPORTANT! - DO NOT IGNORE ANY ADVICE GIVEN BY THE AGRICULTURAL COMMISSIONER'S OFFICE OR THE COUNTY OF SONOMA HEALTH DEPARTMENT.**

III. MARKET CONDITIONS

- A. **Copies** – Copies of all relevant insurance, insurance documentation and permits must be given to the Market Manager or MOAR as shown on the GEFM Market Manager's Form, and Licences and permits MUST be posted at the point of sale.
- B. **Space Allocation** - To sell at GEFM, Growers must file and display the required credentials (CPC) and **must accept the space assigned by the Market Manager**. Vendor booth assignment is the responsibility of the VMAC, MOAR and the Market Manager, governed by and in compliance with State and County Health and Agriculture departments statutes, rules, and guidelines. Because vendors change frequently during the year due to seasonal and other reasons, site assignment responsibility is delegated by the VMAC to the Market Manager and MOAR. The Market Manager or MOAR has sole discretion to assign spaces on each market day. A vendor who disagrees with the space assignment may submit a complaint as provided in the complaint procedure.
- C. **Dried fruits and nuts** - Unpackaged dried fruits and nuts must be protected by a sneeze guard and an umbrella or canopy.
- D. **EDIBLE PRODUCTS - ALL EDIBLE PRODUCTS MUST BE STORED AT LEAST SIX (6) INCHES ABOVE THE GROUND.**
- E. **Styrofoam** - Styrofoam is prohibited.
- F. **Labeling Requirements** – Products must be labeled as follows.
 - 1. Processed foods must be labeled with the name, address, the contents, and weight of the product.
 - 2. Fish must be truthfully and accurately labeled with respect to the state and/or country of origin.
 - 3. If a vendor has a closed package for an item sold at the market, the package must be labeled with IRQ (Identity, Responsible Party, and Quantity) along with the city, state, and ZIP code of product origin. (Website is not accepted.)
 - 4. All containers and boxes used to hold products on display must have the producer's label and no previous label visible.

NON-COMPLIANCE WITH THESE RULES WILL RESULT IN THE FOLLOWING PENALTIES:

First:	A warning will be issued by management
Second:	There will be a fine of \$50.00.
Third:	There will be a fine of \$100.00.
Fourth:	The vendor will be discharged from GEFM.

- G. **Health Department Rules** - Health Department Rules must be followed if samples are given, and producers must show the Market Manager or MOAR knowledge of all the rules. Processed food vendors who sell ready-to-eat food must meet with the Market Manager to verify the vendor's understanding and compliance with the rules. If Health Rules are violated:
 - First: A warning will be issued.
 - Second: There will be a fine of \$50.00.
 - Third: There will be a fine of \$100.00.
 - Fourth: The vendor will be discharged from GEFM.

- H. **Health Violations** - The Market Manager or MOAR may, in his/her discretion, terminate participation of a vendor immediately for certain violations of Health Rules.
- I. **Vendor Sampling** - If a vendor has differences with the Health Department about sampling, the vendor must apply for the vendor's own Health Permit and will not be covered by GEFM's Permit.
- J. **Re-inspection Fees** - If the vendor is responsible for a re-inspection fee charged to GEFM, the vendor cited must reimburse GEFM for the fee.
- K. **AB2168 Receipt** - AB2168 requires a grower providing products for a restaurant or caterer to issue a receipt that is dated and has the name of the grower with city, state, and ZIP code.
- L. **Liability Insurance** - All non-agricultural processed food vendors must carry liability insurance.
- M. **Load List** - The state requires that every certified producer turn in a complete and accurate load list (an itemized list stating quantity of each product sold) at the end of each market to the Market Manager or MOAR. A sample form will be provided by the Market Manager or MOAR. Failure to do so will result in a fine. (The Market Manager or MOAR will issue a warning if no load list is turned in. For each subsequent market that the missing load list is not turned in, a fine of \$5/market will be added to the stall fee. After 1 month, if it has not been received by management, the Market Manager or MOAR has the authority to discharge the vendor for non-compliance).
- N. **Product Removal** - The Market Manager or MOAR may warn a grower that product sold does not meet the applicable codes or other regulations and may require removal of these items.
- O. **Space Maintenance** - All vendors must maintain their assigned spaces in a clean, safe, and sanitary condition and when vacating such spaces, remove from the premises all trash, equipment, produce, trimmings, wrappings, and containers. Umbrellas, canopies, and awnings must be securely anchored to **avoid liability for oneself or GEFM**. Each vendor shall defend, indemnify, and hold harmless GEFM, its governing body, the Market Manager, MOAR, and each of their respective agents, employees, contractors, and/or representatives from any loss, claim, or action arising from or in any way connected with the vendor's conduct, sales, or other activities at or in relation to the market.
- P. **Signs** - All vendors' signs should be kept within vendor's booth perimeter unless previously approved by the Market Manager or MOAR. Traffic interference and trip hazards are not permitted.
- Q. **Booth Arrangement** - Vendor's booth space must be in alignment with neighboring vendors' booths with direction and approval of the Market Manager or MOAR.
- R. **Tent Weights Mandatory:** Vendors are **REQUIRED** to carry a minimum of 40 lbs/10' tent on each market day. Market Management or MOAR will randomly conduct weight inspections to ensure all vendors have the proper amount of weights with them in case they are needed. If the weather is rainy or windy, weights **MUST** be attached to tents at the setup of that market day. In the case of non-compliance, a \$10 fine will be added to the stall fee.
- S. **Conduct** - Sellers are expected to maintain high standards of honesty, and to conduct themselves in a courteous and business-like manner at all times. ***No personal interaction of an unseemly manner will be tolerated and is prohibited at the market.***
 - 1. **No smoking** - There is NO SMOKING permitted by vendors within the market.
 - 2. **A Vendor Forum** - Vendors should bear in mind that the primary purpose of GEFM is to be a forum for farmers, food processors, and artisans. Using GEFM as a forum for political views and promotions is not permitted in vending areas. An area of GEFM is reserved for nonprofit or not-for-profit political/social/ecological causes.
 - 3. **VMAC Forum** - There will be no conduct detrimental to the welfare of GEFM.
 - 4. **Consumption** - During market hours, no vendor or vendor representative shall consume, or cause to be consumed, any substance known to or reputed to affect behavior.
 - 5. **Conditions** - No unsafe or unsanitary condition may be caused or maintained at GEFM.
 - 6. **Advertising** - Seller shall get prior written approval from the GEFM Market Manager or MOAR for advertising that affects GEFM.
 - 7. **Noise Pollution** - Playing of radios or any instrument deemed an annoyance by GEFM market management or MOAR is prohibited.
 - 8. **Live Animals** - No live animals, birds, or fowl are allowed in any area where food is sold or stored, except documented service animals.
 - 9. **No Drugs, Alcohol, or Firearms allowed on the GEFM/Woodland Star Charter School's**

premises.

IV. **MARKETING AND PRICING**

- A. **Relevance** - Relevant fees and charges are set forth on an attached schedule. The governing body of GEFM may revise fees and charges at any time, at its discretion.
- B. **Sales** – Sales may only be conducted within the allotted hours of operation.
- C. **Posting Requirements – The following must be conspicuously posted at each market:**
 - 1. The name of the farm or business identified as the product source.
 - 2. All relevant producer's certificates, second certificates, organic certificates, nursery licenses, and health department certificates.
 - 3. Prices of all products.
 - 4. Every certified grower must display a sign stating "We grow what we sell." The name of the farm and county the farm is in must be included.
- D. **Absence and Tardiness Policy - At least one hour prior to the beginning of a market, the vendor must notify the Market Manager or MOAR that they will not be in attendance or that they will be tardy (contact information will be given to each vendor prior to that week's market).** A \$10.00 fine will be added to the vendor's next market fee if notification is neglected. This fine will be increased by \$10.00 for each subsequent lack of notification to the Market Manager or MOAR by the vendor. However, Market Management or MOAR, at any time and at Management or MOAR's discretion, retains the rights of vendor removal granted by these Rules and Regulations.
Absence - Failure to occupy a previously reserved market space without adequate prior notice.
Vendors arriving later than 9:50 AM Sunday mornings will be considered late, and may not occupy their usual space, and, for liability reasons, may not pass through the market. Tardy vendors will be subject to placement at the discretion of the Market Manager or MOAR, then off-load into the assigned space and park their vehicle outside of the market. **If the vendor is going to be late, please notify the Market Manager or MOAR (contact information will be given to each vendor prior to that week's market).**
- E. **Departure** – Vendors must remain set up until the closing of the market even if sold out, unless arrangements to leave early have been made with the Market Manager or MOAR.
- F. **Acceptable Personnel** - Products may be sold by the grower, a member of his/her immediate family, hired help, or a paid employee, with the approval of the Market Manager or MOAR.
- G. **Price Control** - Collusion among growers, or vendors to manipulate prices, or to exert any indulgence, pressure, or persuasion to cause a vendor to change prices is forbidden.
- H. **State Fee** - Due to state regulations, the market is required to collect \$2.00 (two dollars) per market for each vendor. This will be included with the vendor stall fee.
- I. **Contractual Agreements** - Producers who are involved in renting or sharecropping, partnerships or contracting agreements and similar contractual agreements need to disclose this information to market management.
- J. **Management has the sole discretion to cancel the market at any time if conditions are deemed unsafe.**

V. **Licenses**

- A. **Resale License** - All cut flowers, crafts, and most processed items require a resale number from the State Board of Equalization.
- I. **Farm Inspection – BUYING AND SELLING OF AGRICULTURAL PRODUCTS NOT OF ONE'S OWN PRODUCTION, I.E., PEDDLING, IS STRICTLY PROHIBITED.**
- A. In the event that the Market Manager or MOAB believes that an agricultural vendor is "peddling," it is his or her duty to report said violation to the official farm inspector, the official farm inspection committee, and the California Department of Agriculture.
 - B. All vendors are required to permit the members of the Market Advisor Committee, a representative from the Department of Agriculture, the Market Manager, The MOAR and/or a market appointed inspector or committee to inspect their facilities, farm, and/or certified kitchen.
 - C. Refusal to permit inspection is grounds for suspension or revocation of the privilege to sell at GEFM.
 - D. In the event that an inspection reveals that a farmer is selling product in violation of these Rules and Regulations, the vendor will be subject to immediate suspension of their privilege to sell at GEFM

- according to the discretion of market management or MOAR.
- E. The vendor may appeal a management decision. For the procedure, see Section VII.
 - F. A record of findings shall be sent to other market managers and to the California Department of Agriculture.

I. **CONSEQUENCES OF RULE VIOLATION**

- A. **Procedure** – In the event that the vendor has exhibited behavior that in the judgment of the Market Manager or MOAR violates these rules, the Market manager or MOAR is authorized to suspend the vendor's privilege to sell in GEFM according to the following criteria.
 - 1. In the event that a vendor behaves in an unsafe manner, or endangers other vendors or any persons, the Market Manager or MOAR is authorized to expel the vendor from the market immediately without written warning.
 - 2. Should a vendor engage in behavior that violates these rules, particularly behavior that is discourteous according to the criteria described herein, the Market Manager or MOAR is authorized to notify the vendor in writing and immediately notify the VMAC.
 - 3. If the vendor continues to engage in behavior that violates these rules, the Market Manager or MOAR is authorized to immediately advise the VMAC who shall have the authority to suspend the violating vendor from the market.
 - 4. The VMAC shall address the suspension at their next regularly scheduled meeting, communicate its findings to the violating vendor and provide that vendor with the opportunity to respond to the issue(s) either in writing or in person.
 - 5. The vendor shall not be permitted to attend the market until this process is complete and VMAC, Market Management or MOAR has made a determination of consequences, which must occur within sixty (60) days from the violation date.
 - 6. The Secretary of the VMAC shall keep accurate records. When a vendor has been advised in writing by the Market Manager or MOAR, and the VMAC that he/she has violated these rules, his/her presence in the market shall be suspended for a period of time determined by the VMAC, or terminated depending on the VMAC's estimated severity of the violation. The VMAC, Market Manager or MOAR, in its sole discretion, has the authority to rule on appropriate consequences.
- B. **Dispute Resolution** – In the event there is a dispute or controversy involving vendors and/or staff, all are required to adhere to the following procedures:
 - 1. There is no appeal or complaint for item **VII. A. 1.**
 - 2. A written request must be on file within ten days from the date for the action of GEFM or there shall be no appeal or complaint.
 - 3. Make an effort to work with the Market Manager or MOAR to resolve the dispute or controversy.
 - 4. When this fails, or if the dispute or controversy involves the Market Manager or MOAR, the VMAC shall use item **VII. A. 4.** of this agreement.
 - 5. When this fails, or if the dispute or controversy involves the VMAC, use the Sonoma County Certified Farmers' Market Association grievance procedure policy.
 - 6. Otherwise, if resolution is unsuccessful, the parties may engage in mediation using a neutral third party as mediator.
 - 7. If resolution continues to be unsuccessful, THE PARTIES MAY SUBMIT THE DISPUTE OR CONTROVERSY TO A NEUTRAL ARBITRATOR as provided by the California Code of Civil Procedure Section 1298.
- C. **Mediation and/or Arbitration Procedure.**
 - 1. The parties shall mutually agree on a neutral third party arbitrator or mediator, If the parties cannot agree, the VMAC shall select a third party arbitrator or mediator.
 - 2. Each party shall bear one-half (1/2) the cost of mediation or arbitration.
 - 3. If a vendor and GEFM are involved in formal dispute resolution action, the vendor shall not participate in GEFM until the matter is resolved.
- D. **Application and Re-application** - Applications may be submitted at any time and as often as desired.

VIII. Political Promotions

- A. Application to be in the GEFM is subject to specification and approval by the VMAC. If approved, the specification is under the direction and discretion of the Market Manager or MOAR.
- B. No solicitations outside of assigned stall space.

YOUR AGREEMENT TO THE ARBITRATION PROVISION IS VOLUNTARY: HOWEVER, BY AFFIXING YOUR SIGNATURE TO THE APPLICATION TO SELL AT THE GEFM YOU AGREE THAT SHOULD YOU CHOOSE TO ENGAGE IN ARBITRATION, YOU WILL ACCEPT ANY DECISION RENDERED BY A NEUTRAL ARBITRATOR AS BINDING WITHOUT FURTHER LEGAL RECOURSE.