

Rules & Regulations

Hours:

Sundays, year-round, rain or shine (except for major holidays)
9:30AM – 1:30PM

Location:

5256 So. Mission Rd.
Bonsall, CA 92003
(near the Daniels Market parking lot)

Office:

P.O. Box 1217
Bonsall, CA 92003
Tel: 208-553-4700

TABLE OF CONTENTS

I.

TYPE OF MARKET

II.

GOVERNANCE

III.

ADMISSIBLE PRODUCERS & PRODUCTS

1. Agricultural Producers
 2. Prepared Foods Producers
 3. Commercial Sellers
- Additional Admissibility Rules

1. Partnership
2. Collective/Co-op
3. Employees

IV.

PRODUCER & PRODUCT ADMISSION

1. Application
2. Admission
3. Change of Ownership

V.

FEES & LOAD LIST

1. Fees
2. Load List

VI.

RESERVATION & CANCELLATION

VII.

STALL ASSIGNMENT & SET UP

1. Stall Assignment
2. Stall Set Up
3. Stall Appearance & Product Display

VIII.

PERMITS, LICENSES & DOCUMENTATION

1. Certifiable Agricultural Products
 - Second Certificates
 - Non-certifiable Agricultural Products / One-Stage Processed
 - Non-certifiable Agricultural Products / Other Products
 - Nursery Stock
 - Cut Flowers
 - Organic Products
 - “No Pesticide” or “No Chemicals” Claims
2. Prepared & Processed Foods
 - Hot foods and carbonated or effervescent drinks

IX.

INSURANCE

1. Automobile Liability
2. General Liability
3. Additional Insured
4. Proof of Insurance
5. Cancellation or Change Notice

X.

POSTINGS

1. Permits & Licenses
2. Second Certificates
3. Producer's Name
4. Product Information & Claims
5. Packaged Products
6. Scales

XI.

PRODUCT QUALITY

1. Standards
2. Minimum Grade
3. Product Inspection
4. Customer Complaints

XII.

HEALTH & SAFETY

1. Legal Requirements
2. Stall's Implements
3. Clean Selling Space
4. Food Safety
5. Product Sampling
6. Smoking
7. Animals
8. Breakdown
9. Traffic

XIII.

STANDARD OF CONDUCT

XIV.

NON-PROFIT ORGANIZATIONS & COMMUNITY INFORMATION GROUPS

XV.

VIOLATIONS & PENALTIES

1. Non-Compliance
2. Customer Complaints
3. Due Process

XVI.

SIGNATURE & HOLD HARMLESS

I. TYPE OF MARKET

The Bonsall Certified Farmers Market ("Market") **will be** a Certified Farmers Market, certified by the Los Angeles County Agricultural Commissioner as a direct marketing outlet for California Certified Producers. It will be operated in accordance with regulations established in the California Code of Regulations (formerly California Administrative Code) (Title 3, Division 3, Chapter 1, Subchapter 4, Article 6.5, § 1392) pertaining to Direct Marketing. This Market and all who participate in it are subject to all applicable federal, state, county and City statutes, rules, regulations, ordinances and orders.

II. GOVERNANCE

The Bonsall Certified Farmers Market is managed, operated and controlled by the Bonsall Education Foundation ("BEF"), a nonprofit (**pending**) organization.

The Market Manager, designated by the BEF Board of Directors, is responsible for making, implementing and enforcing all policy decisions in a fair and equitable manner.

The Market Manager may at any time, amend, delete or modify the following Market rules and policies.

Any approved Vendor or applicant aggrieved by the action of the Market Manager or other designated agent can appeal to the BEF Board of Directors whose decision is final (see section on Due Process).

III. ADMISSIBLE PRODUCERS & PRODUCTS

Admissible producers and products fall in the following categories. Qualifying to sell at the Market does not automatically ensure admission in the Market. Admissible producers must apply to sell at the Market and be approved by the Market Manager to do so before they are authorized to sell at the Market.

1. AGRICULTURAL PRODUCERS (Farmers, Fishermen) –

a. **Certifiable agricultural products** – These are fresh fruits and vegetables, nuts in the shell, honey, eggs, nursery stock, and cut flowers, which have been produced or grown on property controlled by the producer. Product certification is made by the county Agricultural Commissioner in the county of production. Certifiable agricultural products can only be sold at the Market by the producer who produced them, the producer's employees, or the producer's immediate family. Second Certificates will be permitted but must be approved by the Market Manager before they are allowed in the Market. Second certificated must fill out a separate Vendor Application Form. Second Certificates do not accrue seniority. They will be given notice of one year's selling season if their product is no longer needed at the Market.

b. **Non-Certifiable Agricultural Products** – These include dried fruits and vegetables, processed nuts, juices, jams, pickled or smoked agricultural products, live animals, livestock, aquaculture, viticulture and vermiculture. These products may be dried, ground, roasted, juiced, smoked or otherwise altered in a one-stage process by a second party. Canned foods are permitted if processed in an approved facility. Products in this category must have been grown, bred, raised, cultivated or collected upon land, which the producer controls.

2. **PREPARED FOODS PRODUCERS** (non-agricultural products) – may sell products, which they have cooked, canned, preserved or otherwise treated. Canned foods are permitted if processed in an approved facility. These products may not compete with products made by farmers from their own products.

3. **COMMERCIAL SELLERS** (non-agricultural products) – may sell ethnic or specialty hot foods, which they prepare in a licensed kitchen and/or at their Market space. Commercial Sellers may also include anyone selling fresh or canned fish where they have not caught the fish.

Additional Admissibility Rules:

1. **PARTNERSHIPS** of no more than three individuals are allowed. All members of a partnership must sell at least once every 6 weeks. Partnerships between vendors must satisfy all the following criteria:

a. Partners shall not be sellers who have been denied entry to the Market for any reason such as Market violations or excess crop.

b. Partners shall not be sellers who are using the Market to sell product culls.

c. Partnerships shall not be formed or re-formed on a frequent basis to artificially prolong a grower's selling season.

2. **COLLECTIVE/CO-OP** – products sold by a collective or co-op must be sold by a member of such, not an employee.

3. **EMPLOYEES** – if employees regularly sell, the producer must sell at least once every 6 weeks. Records showing proof of employment (e.g. W-2 form, pay stubs) must be submitted to

Bonsall Certified Farmers Market (p. 5 of 12)

the Market Manager upon request. Employees selling at the Market must speak English and be knowledgeable about the producer's operation and the products sold (how and when it is produced, its taste and uses, etc).

IV. PRODUCER & PRODUCT ADMISSION

1. **APPLICATION** - Every prospective vendor must complete an application to sell. All items intended for sale shall be listed on the application and only those items approved for sale will be allowed to be sold. The application must be submitted to and approved by the Market Manager prior to the seller being able to sell at the Market. Producers approved to sell at the market that wish to add new products to the approved list must first secure approval by the Market Manager. The completed application packet shall include:

- a. The signed Market rules
- b. The completed application
- c. Copies of all appropriate certificates and permits
- d. The Market Manager may request product samples in order to evaluate quality.

2. **ADMISSION** - Producers and products admission to the market will be at the discretion of the Market Manager. In his/her decision, the Market Manager will take into account:

- a. Producer's positive or negative history of the compliance with state, local government and Market Rules & Regulations.
- b. Producer's history of market participation. When practical, significant weight, priority, and preference should be given to producers returning from previous seasons.
- c. The market commodity mix and consumer demand as determined by the Market Manager.
- d. The competitive availability and number of sellers of producer's product present within the Market. If practical, monopolies and surfeits (gluts) should be avoided.
- e. The prices, quality and freshness of the products offered to the public by the seller.
- f. The number of unreserved spaces and other limitations of the Market.

Only producers who have produced all requested documents and have been approved by the Market may sell at the Market. They are referred to as "approved vendors".

Approved vendors agree to commit to sell at the Market for a minimum period of 6 months.

3. **CHANGE OF OWNERSHIP** - Change of business ownership requires submission of a new application to the Market Manager, which will be processed as a new admission. The transfer or change of ownership does not grant or guarantee the new owner the same admission or current stall space assignment as the previous owner.

V. FEES & LOAD LIST

1. **FEES** - Stall fees are as follows:

•Agricultural producers: 8% of gross sales for that Market day. All Producers must pay \$.60 per load sheet. The \$.60 is collected for the California Department of Food and Agriculture in accordance with Title 3, California Code of Regulations, Section 1392.8.1.

•Non-agricultural producers: 8% of gross sales for that Market day.

Stall fees are to be remitted to the Market Manager at the end of each Market day no later than 2:00 PM. Rounding off of gross sales is acceptable only to the nearest dollar. Stall fees may be waived by the Market Manager if weather prevents sales activities from taking place. However, the Market is open on rainy days and stall fees will be collected if more than one half of the Market hours are spent selling.

2. **LOAD LIST/ NON-FOOD VENDOR SALES SLIP** - Vendors in all categories are responsible for completely filling out the load list and paying the fee at the end of Market day. All load lists must list commodities sold, commodity unit price and accurate gross income per commodity. Market Management will monitor sales reporting as necessary to check for accuracy. Sales audits may be conducted at any time and without warning. Vendors showing a discrepancy between their audited sales and the sales reported on the sales slip will forfeit their right to sell at the market. Each Market participant is expected to cooperate with sales monitoring activity by Market Management.

VI. RESERVATIONS & CANCELLATIONS

1. **RESERVATIONS** - advance stall space reservation is required and must be made by the Producer directly to Market Management. Producers wishing to retain their selling space the following week must indicate so in the Load List.

2. **CANCELLATIONS** - should be made at least one week in advance in consideration of the Market's desire to present a filled marketplace for shoppers. Producers who cannot attend the Market due to unusual circumstances such as truck breakdown on route to Market must notify the Market Manager immediately so that their selling space may be filled and to confirm a selling

Bonsall Certified Farmers Market (p. 6 of 12)

space for the following week. Vendors who fail to show up at the market repeatedly and/or without notice or follow up, and regardless of the reason may forfeit their right to sell at the Market.

VII. STALL ASSIGNMENT & SET UP

1. **STALL ASSIGNMENT** - The vendor's location, space size and other considerations are at the Market Manager's discretion, based on the vendor's customer relationships, the product mix, customer flow, promotion, security and other considerations. All space is provided as a privilege; no vendor shall be able to sell his/her market space to another vendor or to another individual/entity to whom they transfer their business. Final decision for space assignment and location rests with the Market Manager. Every effort is made to assign permanent space locations to Market participants, whether participation is seasonal or year-round. This ensures continuity, which is beneficial to the participant and to the overall operation of the Market. However, occasionally changes must be made in location, which are unavoidable. Such decisions are made at the Manager's discretion for the benefit of overall Market operations and may consist of the following criteria:

- to alleviate chronic overcrowding,
- to make better use of the space available,
- to clear the area around fire hydrants, and
- to fill empty spaces.

2. **STALL SET UP** - Vendors are permitted one hour for set-up and one hour for breakdown. If the vendor has not arrived 30 minutes before Market, the Manager may release reserved space to another. Vendors arriving late for set up may forfeit their right to sell at the Market that day.

3. **STALL APPEARANCE & PRODUCT DISPLAY** - Vendors must provide their own tables and canopies. Umbrellas and peaked canopies are encouraged. Tarps are not allowed. Stalls and product display must enhance the customer's experience and perception of the vendor and Market. Stands shall be set up in a neat and professional manner. In an effort to increase sales, the manager may suggest alternative displays to improve individual and overall appearance. Vendor will ensure no spoiled product is on display and that shade is provided for all perishable products.

VIII. PERMITS, LICENSES & DOCUMENTATION

All vendors must comply with all applicable Federal, State and local laws, ordinances and regulations and obtain all necessary permits. All certified and non-certified agricultural products sales shall be in conformity with the current State Direct Marketing Regulations for Certified Producers (California Code of Regulations Title 3, § 1392.)

1. **CERTIFIED PRODUCERS** (fresh fruits & vegetables, eggs, honey, nuts in the shell, nursery stock & cut flowers)

•A *completed application*.

•The *Hold Harmless page* (last page of these rules) signed by the Producer.

•A current *Certified Producer's Certificate* listing those commodities (certifiable & non-certifiable) the Producer is offering for sale. Please mark on the certificate those products, which you will bring to the market and the months during which you will sell them, if they are different from the harvest months.

•An *Employee Authorization Letter*, using the County of San Diego Agricultural Commissioner's form, signed by the Producer, naming each employee and family member that may sell for the Producer. Family members must also be listed with an indication of their relationship to the owner. No commission sales are allowed.

•Second Certificate: If the producer sells the produce of a Second Certificate, each certificate must be referenced on the other producer's Certificate. If a second certificate Producer is unable to verify his/her sales on any Market day, he/she will not be permitted to participate in the Market.

•Non-Certifiable Agricultural Products / One-Stage Processed (products resulting from a onestage process of a certified product such as jam, juice, dried fruits...):

-The *Certified Producer's Certificate* must list the certified product used to produce the noncertified product. For example, jam producers must have a Certified Producer's Certificate listing the fruits used for jams.

-*Health permits* must also be provided.

•Non-Certifiable Agricultural Products / Other Products (live animals, livestock, aquaculture, viticulture and vermiculture): a *Proof of Producership*. Producers may be asked to produce documentation or verification related to their production. Verification may involve a site visit to place of business with due notice (24 hours) by the Market Manager or an agent of the BEF to verify rule compliance.

•Nursery Stock: a *Nursery Stock License* (cut flowers are not exempt).

Bonsall Certified Farmers Market (p. 7 of 12)

- Cut Flowers: a *Seller's Permit* from the Board of Equalization (BOE).
 - Organic Products: their *Organic Certification* as per the National Organic Program and the California Organic Product Act of 2003 and their *Organic Registration* (yearly).
 - No Pesticide or No Chemicals Claims: an *Applications Use Form* (see section X.3).
2. **PREPARED and PROCESSED FOODS** (prepackaged foods, bakery products, hot foods...)

No commission sales are allowed.

•A *completed application*.

•The *Hold Harmless page* (last page of these rules) signed by the Vendor.

•*Health Permits*.

•Hot foods* and carbonated or effervescent drinks: a *Seller's Permit* from the Board of Equalization (BOE). * Other food products and plants that produce food for human consumption are exempt.

IX. INSURANCE

All vendors at the Market must maintain at their sole expense the following insurance, which will be full coverage not subject to self insurance provisions:

1. **AUTOMOBILE LIABILITY**, including owned, non-owned and hired vehicles, with at least the following limits of liability:

- a. Primary Bodily Injury with limits of at least \$500,000 per person, \$1,000,000 per occurrence;
- b. Primary Property Damage of at least \$250,000 per occurrence; or
- c. Combined single limits of \$1,000,000 per occurrence.

2. **GENERAL LIABILITY** including coverage for premises, products and completed operations, independent contractors/vendors, personal injury and contractual obligations with combined single limits of coverage of at least \$1,000,000 per occurrence.

3. **ADDITIONAL INSURED** - The Bonsall Education Foundation and each member thereof, every officer, agent, official, employee and volunteer must be named as additional insured under the automobile and general liability policies.

4. **PROOF OF INSURANCE** - Each vendor must provide certificates of insurance and/or endorsements to the Market Manager prior to selling at the Market.

5. **CANCELLATION OR CHANGE NOTICE** - Each insurance policy required by this section must contain a provision that no termination, cancellation or change of coverage can be made without thirty days notice to the Bonsall Education Foundation.

X. POSTINGS

1. **PERMITS & LICENSES** - All required permits, licenses and documentation, with the exception of the signed Market Rules shall be conspicuously posted at each stand in plain view of the public and enforcement personnel during Market hours. A copy of all documentation shall be made available to and kept on file with the Market Management.

2. **SECOND CERTIFICATES** - Second Certificate Producers must also have their embossed certificate clearly posted. All produce must be separated so it can be identified by Certificate.

3. **PRODUCER'S NAME** - Producers are strongly encouraged to display a sign (at least 12" x 24") identifying their business name and city or town of production. Prepared and hot food vendors are required to display their address and contact information.

4. **PRODUCT INFORMATION & CLAIMS** - Vendors shall only display or advertise items that have been approved for sale.

•*Prices* - Prices shall be clearly noted for the benefit of the consumers. Prices should, whenever possible, be below retail prices. Collusion or any pressure among vendors to alter prices is strictly forbidden, based on federal anti-trust law. In order to avoid unfair competition, backyard farmers that sell their product as a supplemental income or hobby, shall not price their goods below a reasonable and fair market price.

•*Product Variety* - Vendors are strongly encouraged to display signs identifying their products' name and variety. Notes about the product taste and uses are also encouraged as they help sales.

•*Organic Products* - The Organic Registration Form must be clearly posted at the stand. No Producer may use the term "organic" unless the following language is posted: "ORGANICALLY GROWN IN ACCORDANCE WITH CALIFORNIA ORGANIC FOOD ACT". Additional signage indicating membership in or certification by an organization, which certifies organic farming practices, such as California Certified Organic Farmers (CCOF) may also be posted in addition to the Organic Foods Act language. Organic producers must maintain three years of records to verify compliance with organic standards. When an organic grower is also selling non-organic produce at the same stand, the non-organic produce must be clearly separated from the organic produce and clearly labeled "non-organic". A Market violation will be issued to anyone who falsely advertises "Organic" growing practices, either in signs or in verbal claims.

Bonsall Certified Farmers Market (p. 8 of 12)

•“No Pesticides” & “No Chemicals” Claims - Producers that are not certified Organic and that wishes to claim "No Pesticides" or "No Chemicals" must identify, on an Application Use Form (described below and available from the Market Manager) any synthetically compounded product applied to the crop. The Application Use Form must be posted immediately adjacent to the "No Pesticides" or "No Chemicals" sign. The words "No Spray" are not permitted in any signage, as they are vague and do not identify compounds applied.

Application Use Form (Sample Only)

Application

Name

Compound

Fertilizer

Urea

Synthetic Nitrogen

Pesticides*

No

Growth Regulator

No

* These include fungicides, herbicides and rodenticides.

A Market violation will be issued to anyone claiming "No Pesticides" without an applications Use Form posted immediately adjacent to the sign claiming "No Pesticides."

5. **PACKAGED PRODUCTS** – Packaged products must be labeled with the producer name, address, product name, ingredients and weight.

6. **SCALES** - All producers using a weighing devise (scale) must have the scale registered and sealed within the previous 12 months by County Weights and Measures. You must have your receipt for registration with you all times to verify that your scale is registered. The county sticker indicating the scale has been sealed must be visible and current. Registration and seals from any county are valid in every county statewide.

XI. PRODUCT QUALITY

1. **STANDARDS** - All products will be expected to be of the highest quality, of taste, freshness, or craftsmanship. Vendors of low quality products are subject to penalties and may ultimately forfeit their right to sell at the Market.

2. **MINIMUM GRADE** - All produce must meet USDA minimum grade requirements, and must represent a "field run" or better quality range. Additionally, all containers of produce offered for sale must not exceed California Department of Food and Agriculture (CDFA) tolerance for spoilage and waste. Containers of culls only will not be permitted for sale and will be immediately removed from sale with a warning issued unless the grower is also selling the same product at a "field run" standard or better. Culls must be clearly labeled as "culls", "overripe", "canning grade" and priced accordingly. Subsequent violations will be subject to additional penalties.

3. **PRODUCT INSPECTIONS** - All commodities and products shall be subject to inspection at any time by the County Agricultural Commissioner, the Department of Environmental Services (Health Department) and/or the Market Manager.

4. **CUSTOMER COMPLAINTS** - Customers who have a legitimate complaint about the produce they purchase should be given a full monetary refund or replacement of equal value. It is the Market's policy to satisfy the customer and to promote good will by being generous with produce. If produce is overripe and must be consumed the same day, the customer must be informed in advance. If a customer wished to exchange only a partial bag of produce, only partial credit is due.

XII. HEALTH & SAFETY

1. **LEGAL REQUIREMENTS** – This Market is conducted in accordance with the local, state and federal laws and ordinances. Vendors should be familiar and in compliance with all health and safety guidelines. Vendors must comply immediately with Manager's safety instructions. Vendors and products must comply with the California health code and federal standards.

2. **STALL'S IMPLEMENTS** – Vendors' vehicles, tables, and overhead shades must be maintained and used in a safe manner. Legs must be firmly locked into place on the shades. Tables must have smooth edges and remain stable when loaded with produce. Shades must be tied down or weighted. Tarp poles must not obstruct traffic flow and care must be taken when setting up or taking down displays. By determination of Market Management, removal of canopies may be required at any time during Market hours due to windy conditions. Canopy removal shall take precedence over sales activities. Frame assemblies may remain in place as long as they are securely tied down.

Bonsall Certified Farmers Market (p. 9 of 12)

All vendors must comply with the following safety rules:

- No display tables filled over carrying capacity.
- Product arrangements are stable and not ready to fall.
- Legs of tables are secure and not caving in.
- All connecting rods of the shade set-ups are secure in their fittings.
- Canopy assemblies are tied or weighted down.
- Shoppers are not allowed behind tables or in truck area. Barricades should be erected if necessary for crowd control. All boxes and crates must be neatly stacked and kept clear from walkways, passages and areas of heavy traffic.
- Food booths where cooking is taking place are required to have a fire extinguisher and a container of water on the side. Food booths where cooking is taking place must meet Fire Department requirements for tarps and canopies.

3. CLEAN SELLING SPACE – Vendors are required to maintain their individual selling space in a clean, safe and sanitary manner, including protecting the pavement from drips from any part of Vendor's vehicle as well as from highly staining items, such as grapes, raspberries. Hot food vendors must use tarps to protect the ground from stains. Vendors must clean and sweep their selling space prior to leaving the site. Failure to do so may result in market violations. Vendors are responsible for bagging and removing their own trash (produce waste, overripe or leftover produce and boxes) at the close of Market day. Vendors may not dispose of their trash in the city dumpsters or in any trash receptacles intended for customer use. They may not leave it at the curb to be picked up by the maintenance crew. Vendors who stuff public trashcans with farm product waste (not including papers and wrappings from lunch or items purchased while at the Market) may be required to pay a disposal fee of up to \$300 per occurrence.

4. FOOD SAFETY

- Hot food vendors must bring their own washing sink (with hot and cold running water under pressure), as approved by the local Health agency.
- All food vendors as well as farmers offering produce samples must have a 2.5 gallons gravity feed system comprised of potable water in a clean container, for hand washing purposes. The water supply must drain to a waste receptacle of at least equal size, and single-service soap and towels must be provided.
- All food products must be kept a minimum of 6" off the ground.
- Processed foods must be processed in an approved facility, and packaged and labeled under sanitary conditions, and the vendor must display their Health Department permit.
- Prepared food vendors must provide adequate facilities to keep hot and cold/iced foods at safe temperatures. They must also provide a clean refuse container for patrons.

5. PRODUCT SAMPLING

Procedures for the cutting of produce have been established by the Health Department and must be followed to ensure that sanitation standards are maintained. In order to offer cut samples you must have a complete sampling set up and follow sampling procedures as follows:

•Sampling Set-up:

- Water container with downward-facing spout (for hands and produce washing)
- Smooth, non-absorbent cutting board
- A knife used exclusively for sampling
- 1% chlorine solution for sanitizing the cutting knife and other utensils
- Liquid pump soap dispenser (bar soap is not acceptable)
- Single use (paper) towels
- Cover for cut samples
- Toothpicks or skewers for handing out samples
- Bucket to catch wash water.

•Utensil Sanitizing:

–Vendors must provide sanitizer solution of 100 ppm chlorine, 200 ppm quaternary ammonium, or 25 ppm iodine to be positioned at stand or central produce preparation site. Utensils used continuously for slicing, (e.g. knives) must be stored in container of sanitizing solution while not in use. See below for sanitizer immersion times:

(1) Contact with a solution of 100 ppm chlorine solution (two cups per gallon of water) for thirty seconds.

(2) Contact with a solution of 200 ppm quaternary ammonium for one minute.

(3) Contact with a solution of 25 ppm iodine for one minute.

–Cutting boards or other utensils, (e.g., bulk storage containers, shaker bottles, food storage containers, etc.) must be sanitized prior to use. Sanitizer may be applied either by spray bottle or immersion in sanitizer and air dried prior to use.

-All utensils utilized in food service must be food-grade, non- absorbent and maintained in good repair.

•Sampling Procedures:

-Produce to be offered for sampling must be washed with potable water and wastewater must be collected in a receptacle and disposed of at an approved site. Producers may pre-wash produce prior to arrival at Market as an option. Produce may not be washed at toilet room facilities.

-Samples must be cut out of reach of customers. Samples must be kept in clean, covered containers approved by the Health Department such as clear plastic with hinged lids or clear dome covers. Methods of dispensing samples include the following:

(1) Capped squeeze bottle, for items such as honey. Bottle is uncapped and product is squeezed onto a disposable wooden stick for each individual customer. Bottle is recapped, stick is discarded.

(2) Modified shaker bottle, for items such as grapes. Opening in bottle is enlarged to allow bottle to shake out limited number of items, (one or two) into the hand of a customer.

(3) Bulk liquid container for items such as juice. Disposed with down-facing, self-closing spout into a cup given to customers by the farmer. Cup is disposable. Thermos is washed in approved kitchen.

(4) Small sample cup for items such as sprouts or jams. Disposable paper cups are filled in an approved facility or manner for distribution to customer.

(5) Covered serving dish with hinged lid opening on the grower's side. Grower lifts lid and uses a disposable spoon to scoop out a small sample portion. Disposable spoon is given to customer and discarded.

(6) Sliced fruit/vegetables may be stored in washable containers with lids and dispensed by grower via disposable toothpicks. Plates full of cut samples may not be left out for customers to serve themselves.

(7) Sneeze guards, of sufficient width and height so as to intercept fluids and contaminants from the public are permitted for products with an open display to facilitate self-service.

-A covered trashcan must be available for discarded sample skins & toothpicks.

-Hands must be washed prior to cutting samples. Plastic gloves may be worn but they do not replace hand-washing requirements.

-Bucket containing wash water must be disposed of in a public sewer system or taken home for disposal. Wash water may not be dumped in planters or storm drains.

•Anyone who is not following the sampling guidelines must immediately stop sampling and get into compliance with the proper procedures. A second violation of sampling procedures will result in suspension of sampling privileges for up to three months.

6. **SMOKING** - is not permitted in produce display and immediate sales area during Market hours.

7. **ANIMALS** - No animals are allowed in the Market, with the exception of Seeing Eye dogs and other assist animals.

8. **BREAK DOWN** - Vendors may not pack up or disassemble their booth prior to 1:30 PM on Market day.

9. **TRAFFIC** – No vehicle is allowed in the Market during Market hours. Auto and truck flow must not endanger pedestrians. No bicycling, skating or skateboarding is allowed in the Market.

Vendors' truck, tables and merchandise must be within the space and not impede the customer flow. Vendors arriving after market opening must get the Manager's approval before offloading.

Repeat late arrival may forfeit the vendor's right to sell at the Market. If a vendor arrives after the Market has started, and if the Manager's has authorized offloading, his or her truck must be escorted into the Market by a traffic control person on foot, who alerts pedestrian traffic that a truck is coming.

The traffic control person shall remain on foot and with the truck until it is safely parked. (Traffic control person may be farmers' employee, another farmer, or Market personnel.)

For safety and security reasons, no sales may take place before the Market opens nor after it closes. Vendors may be prohibited from leaving prior to close to ensure safety and a full market for customers.

XIII. STANDARD OF CONDUCT

1. Common courtesy in dealing with customers and other vendors is essential to creating and sustaining loyal customers for all vendors and ultimately developing a successful Market.

2. Vendors are expected to be honest and to conduct themselves in a courteous and friendly manner. Everyone is expected to treat other vendors, staff, customers and officials with respect.

The farmers are asked to assist the Manager in all possible ways to maintain the quiet and friendly atmosphere of the Market.

Bonsall Certified Farmers Market (p. 11 of 12)

3. Rude, abusive, offensive or other disruptive behavior is not permitted. Anyone who is discourteous, belligerent or whose conduct is materially and seriously prejudicial to the reputation or operation of the Market will be asked to leave the Market by the Market Manager.

4. Vendors experiencing any difficulty with customers or other vendors in this regard should refer the matter promptly to the Market Manager. Harmful remarks about vendors or the Market are subject to legal liability.

5. No individual shall be subject to harassment, including on the basis of race, color, religion, gender, sexual orientation or origin.

6. No materials, which are blatantly offensive, either racially, ethnically or sexually, shall be allowed for sale.

7. Vendors are expected to dress in an appropriate manner, including shirts and shoes or sandals.

XIV. NON-PROFIT ORGANIZATIONS & COMMUNITY INFORMATION GROUPS

1. Non-profit organizations and community information groups ("organizations") shall be allowed at the Market whenever space is available. They must fill out a Vendor Application form and provide proof of non-profit status. They may distribute literature promoting their organization and solicit signatures, volunteers, and donations. Petitions may be distributed at the entrance of the Market, unless the distribution causes a threat to public health, safety and welfare.

2. Each organization will be assigned available dates in advance and assigned space by the Market Manager.

3. No private or commercial advertising or sales of any items will be permitted. However, donations may be solicited for the general support of the organization.

4. Organization representatives shall not interfere with Market operation by aggressively soliciting signatures, donations or attention. Such activities shall not block sidewalks or access to assigned stall spaces. Representatives will stay within boundaries established by the Manager.

5. The Market retains the right to regulate the time, place and manner of activities relating to displays, signs, posters, placards, and other expressions of the interests represented. The use of "fighting words," obscenities, grisly or gruesome displays or highly inflammatory slogans likely to provoke a disturbance may be prohibited by the Market Manager.

6. Each organization must prominently display its name, and must comply with all applicable Market rules.

XV. VIOLATIONS & PENALTIES

1. **NON-COMPLIANCE** – The Market Manager and any other agent assigned to do so, has the right to issue warnings and take appropriate action against vendors who violate the Market's rules and all other applicable regulations and laws. Penalties for violating the rules set forth herein may include fines, suspension of selling privilege or loss of space. Verbal warnings will be followed with a written warning for any violation prior to a fine or Market suspension. Written notices of violations of Market rules will be issued following schedule of penalties, unless otherwise stated in these rules:

1st violation: Warning

2nd violation: Suspension for 1 Market day

3rd violation: Suspension for 3 months.

Subsequent violations will be penalized by Management decision, up to permanent expulsion.

In the case of unreasonable or outrageous conduct considered detrimental to Market safety or welfare, the Manager has the authority to impose an immediate fine and/or suspension. Certified Producers caught reselling will be permanently suspended upon the first violation.

2. **CUSTOMER COMPLAINTS** – The Market has a written complaint form to be filled out by any customer wishing to file a complaint regarding his or her treatment by any farmer. Only very serious complaints are put on a complaint form; most misunderstandings can be resolved without filing a formal complaint. Once a written complaint is submitted, Market Management will verify it. The same penalty schedule as for Market violations will apply.

3. **DUE PROCESS** - Vendors wishing to appeal an expulsion or suspension from the Market shall have the right of due process with a hearing before the BEF. Board on any action taken. The appeal must be submitted in writing to, indicating the reasons for retaining selling space at the Market: Bonsall Education Foundation

Attn: Farmers Market Appeal Process

P.O. Box 1217 Bonsall, CA 92003

The BEF Board's decision will be given in writing within 30 days of receipt of the complaint. Their decision will be final. Until this decision is reached the Market Manager's sanction remains in effect.

XVI. SIGNATURE & HOLD HARMLESS

I (the undersigned), hereinafter "Vendor ", in consideration of being provided space at the Bonsall Certified Farmers Market, agree with the following terms and conditions:

Vendor acknowledges receipt of and agrees to abide by the BCFM Rules pursuant to the interpretation of the Market Management as well as any related laws and regulations established by the city, county, state and federal government.

Vendor shall indemnify, defend and hold harmless the BEF, the County of San Diego, its boards and commissions, officers, agents, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs and expenses, whatsoever, including reasonable attorneys' fees, regardless of the merit or outcome of any such claim or suit, arising from or in any manner connected to the willful misconduct or negligent acts, errors or omissions of Vendor, its agents and employees, in connection with Vendor's participation in the Bonsall Certified Farmers Market, and in the performance of services, work or activities under this Agreement and the Bonsall Certified Farmers Market rules.

In witness whereof, this Agreement is executed this day of _____, 20__.

Signature _____ Name (print) _____

Business Name: _____

Phone where Signatory can be reached: _(_____)_____

The market rules must be signed by the person who signed the producer's certificate or by the business owner and be returned to the Market Manager prior to selling at the Market.

Vendors are responsible for keeping all their documents current and valid. They are also responsible for keeping current address and phone numbers on file.