

Sponsored & Operated by Jennifer McColm, LLC.

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MARKET RULES AND POLICIES

MARKET NAMES: _____
(NOTE: IF YOU ATTEND MORE THAN ONE MARKET, LIST EACH MARKET YOU ATTEND)

FARM/VENDOR NAME: _____

FIRST & LAST NAME: _____

ADDRESS: _____

PHONE: _____ **ALTERNATE PHONE:** _____

CELL PHONE: _____ **FAX:** _____

EMAIL: _____ **WEBSITE:** _____

SECTION I – GENERAL MARKET GUIDELINES:

1. These rules are in effect for all farmers/vendors attending our Farmers Markets. By initialing each rule and signing this document, you are signifying that you understand the rules and are agreeing to abide by the rules.

Initial: _____

2. When you attend our Farmers Markets, you must follow the laws and regulations of the appropriate Local County, State and/or Federal authorities. Jennifer McColm, LLC. (“**Jennifer McColm**”) and its officers and members do not condone any violation of laws even if purported to be done because of or in the interest of the market. For example, farmers/vendors must not block handicapped cut-outs on sidewalks, must not interfere with fire codes or violate traffic laws while setting up or for the duration of the market.

Initial: _____

3. ALL MARKETS ARE HELD WEEKLY, RAIN OR SHINE. If you have been accepted to a market, your attendance is expected and required, even on rainy days.

Initial: _____

4. If you do not show at a market you are scheduled for, you may lose your regular space in the market and be moved to a less desirable space. If you do not show up for two consecutive weeks or more, you may lose your space at that and other markets you have been scheduled for and be replaced by another farmer/vendor to attend any and all markets in your place.

Initial: _____

5. We reserve the right to replace a farmer/vendor in any other market if the farmer/vendor fails to attend other markets he/she is scheduled for or has been assigned. The assignment to the other markets will be given to those who also attend lower-volume markets, as we prefer to give preference to farmers/vendors who will work with us to build up markets.

Initial: _____

6. If there is a no-show to a market, walk-ins will be allowed to attend on a first come, first served basis providing they meet the standards and criteria outlined in our materials. Walk-ins will be placed 15 minutes before the market opens. **PLEASE NOTE: THIS MEANS IF YOU HAVE PRE-RESERVED A SPACE, IT MIGHT BE GIVEN AWAY IF YOU HAVE NOT ARRIVED 20 MINUTES BEFORE THE MARKET OPENS, IN WHICH CASE YOUR PAYMENT WILL BE FORFEITED.**

Initial: _____

7. It is your sole obligation to comply with the rules and regulations of the Department of Agriculture, the Department of Health and the Fire Department and any other government agencies having jurisdiction over the Farmers Market, the farmer/vendor, and Jennifer McColm, LLC. The market will not pay fines for violations by the farmer/vendor. Therefore, if the market is fined for a violation you committed, you will be obligated to pay the fine or otherwise be subject to termination from the market.

Initial: _____

8. The market manager of each Farmers Market location reserves the right to exclude any vendor from selling items that are not approved by the market manager at the time of admission to the Farmers Market.

Initial: _____

9. You may apply for admission of agricultural products to the Farmers Market by filling out an application, which can be obtained from www.jennifermccolm.com. In addition, you must provide all necessary and required agricultural certificates, permits, insurance and pictures. Once these materials have been received, and if you are approved and if there is space in the market, you will be notified and given a date on which to start.

Initial: _____

10. The Farmers Market is a Certified Farmers Market with a Non-Certified Section. The Farmers Market may contain the following products: Non-Certifiable Agricultural Products (example: jam or juice made from fruit the farmer grew), Non-Agricultural Products (example: bakery goods), Agricultural Products (example: flowers) and Certified Agricultural Products (example: potatoes). The Certified and Non-Certified Sections of the Farmers Market are clearly delineated and characterized by signage (i.e., “Certified Section” and “Non-Certified Section”). The Market Coordinator of Jennifer McColm, LLC. (the “**Market Coordinator**”) reserves the right to include or exclude, in its sole discretion, any farmer/vendor as appropriate in or from the Farmers Market and/or any Certified or Non-Certified Section thereof.

Initial: _____

11. All farmers and vendors must be pre-approved by Jennifer McColm, LLC. to participate in the Farmers Market. Admission to the Farmers Market is obtained by filling out an application which can be obtained from the website – www.jennifermccolm.com, or by calling our office at 818-591-8286. In addition, you must provide all necessary and required permits, insurance, pictures and application fees. Once these materials have been received, and if you are approved and if there is space in the market, you will be notified and given a date on which to start.

Initial: _____

SECTION II – INSURANCE, CERTIFICATES & PERMITS:

1. All farmers and vendors must carry the following insurance: General Commercial Liability, Comprehensive Bodily Injury, Property Damage, Fire, Product Liability and Worker’s Compensation insurance as per our insurance requirements **before** being placed in a market. Please refer to “FARMERS MARKET BOOTH CONCESSION RENTAL AGREEMENT” for our insurance requirements. Proof of insurance must be sent to our office once you are accepted and before you can participate in the Farmers Market. Upon acceptance to the Farmers Market, the following additional insureds must be added to your insurance policy:

- Jennifer McColm, LLC., Jennifer McColm, Raw Inspiration, Inc., CCFM, Inc. and Farm Fresh To You, a California non-profit corporation, **AND**
- The **specific** Farmers Market locations you will be attending (e.g., “Brentwood Farmers Market”), **AND**
- The **City** of the Farmers Market location (e.g., City of Brentwood, CA), **AND**
- InterWest Insurance Services, Inc.

The following are insurance companies that can provide you with insurance: Hartford 877-495-8542 x2; Shahinian 800-457-2231 contact: Liz Shahinian

Initial: _____

***For farmers with agricultural products**

2. Each farmer must openly display an embossed copy of their certificate at their booth at all times during the Farmers Market and provide a copy of their certificate to the Market Coordinator. It is the farmer’s responsibility to keep this copy current with Market Coordinator.

Initial: _____

***For farmers with agricultural products:**

3. A current copy of an employment agreement must be held by any employee who is not a member of the farmer's family. Such employee agreements must be renewed at the same time that the producer's certificate is renewed.

Initial: _____

***For farmers with agricultural products:**

4. Farmers who use a scale must have it checked, tested and sealed within the previous twelve (12) months from the County Department of Weights and Measures. (Phone: 562-940-7803)

Initial: _____

***For farmers with agricultural products:**

5. Farmers must not sell any commodity at the Farmers Market that does not appear on their certificate or that is not of their own production unless covered under a second certificate. If there is a second certificate, both farm names must appear on the bottom of each certificate.

Initial: _____

***For farmers with processed agricultural products**

6. Farmers with processed agricultural products (juices, jams, etc.) must carry a certificate showing Health Department approval of their processing facility.

Initial: _____

***For prepared and pre-packaged food farmers/vendors**

7. For food farmers/vendors, you must obtain a Temporary Event Permit (TEP) from the Health Department for each market you participate in, or have a valid yearly permit from the Health Department on your truck or cart. You may not participate in a market unless a Health Department Permit has been obtained **prior** to the start date. If you obtained a TEP, it must be renewed every three months in order for you to remain in the market. You must provide a current copy of the TEP to the Market Coordinator each quarter and post a copy in your booth each week.

Initial: _____

***For prepared food farmers/vendors**

8. Prepared food farmers/vendors must sign and return the "Requirements for Cooking" form. It is your responsibility to return a signed copy to the Market Coordinator and abide by all Fire Department orders and regulations.

Initial: _____

***For craft, prepared food and pre-packaged food farmers/vendors**

9. It is your sole responsibility to obtain a seller's permit for the sale of your products, give a copy of such seller's permit to the Market Coordinator and post a copy at your booth each week.

Initial: _____

SECTION III – MARKET OPERATIONS:

1. There is always at least one on-site market manager at each market. Farmers/vendors who are scheduled to attend agree to follow the market manager's instructions while participating in the market. If there is a disagreement or altercation with a market manager, a complaint may be made in writing to the Market Coordinator describing such disagreement or altercation. While such complaint is pending, the farmer/vendor shall be required to cooperate at all times with the on-site manager during the operation of the market. The telephone number of the Market Coordinator is 818-591-8286.

Initial: _____

2. Each Farmers Market has designated hours of operation and farmers/vendors who participate must arrive early to set up in time for the opening of the market and must not leave the premises prior to market close.

Initial: _____

3. Each vendor is responsible for **completely** cleaning his or her work area at the Farmers Market. The area must be left in the **exact** same condition or better than the start. (The city and the retail stores are watching very carefully to see that we clean up the street and put it back to its original condition!) This means you must sweep and completely clean your area of all trash, toothpicks, samples, flower petals, leaves and debris that may be left over in and around the booth space. **(FAILURE TO DO SO MAY RESULT IN DISMISSAL FROM THE MARKET. Please bring your own broom and dustpan to the market each week and be prepared to dispose of your own trash.)**

Initial: _____

4. Farmers/vendors must remove any and all trash from the premises that they have accumulated during the Farmers Market.

Initial: _____

SECTION IV – MARKET FEES:

1. We reserve the right to charge, in our sole discretion, a flat fee rather than a percentage commission of sales. If we determine to implement this for one or more of our Farmers Markets, we will notify you ahead of time.

Initial: _____

2. For the Farmers Markets where a flat fee is charged, you must pay such fee in advance for your space. You must also book and pay all fees on a week-to-week or month-to-month basis, as applicable. All fees paid are non-refundable and will not be returned if you do not attend a market. Fees paid may not be applied to future weeks.

Initial: _____

3. In markets where fees are based on a percentage of your weekly gross sales instead of a weekly or monthly flat fee, you will be charged a no-show fee if you fail to attend when you are scheduled. Calling the office mid-week to say you are not coming does not absolve you of the no-show fee.

The payment must be received at our office before the next market day, not at the next market. These no-show fees are as follows:

- a. Farmers pay a \$25 fee.
- b. Food vendors pay their normal space fee for the day.
- c. Crafters forfeit their advance payment and must pay in advance for the next market they wish to schedule.

Initial: _____

4. In markets where fees are paid week-to-week, you must pre-pay at the close of each market for the next week if you intend to participate that week. If you do not pay, we will assume you are not attending and the space may be rented to someone else at our sole discretion. There is a waiting list for most of our markets, so the space will be filled as soon as we note the no-payment.

Initial: _____

5. In markets where fees are paid month-to-month, you must pre-pay at the close of each market for the next month if you intend to participate that month. If you do not pay, we will assume you are not attending and the space may be rented to someone else at our sole discretion. There is a waiting list for most of our markets, so the space will be filled as soon as we note the no-payment.

Initial: _____

6. Any farmer/vendor paying by a check that is returned by the bank for insufficient funds shall pay a \$30 processing fee to Jennifer McColm, LLC. After we receive two insufficient fund checks, you will thereafter be required to pay by cashier's check, money order or cash.

Initial: _____

7. After a no-payment or bounced check, you will not be permitted back into the market until you pre-pay. The fee must be received at our office prior to the market, not at the market. Once we receive payment, if there is available space, you will be assigned a space that week, but we cannot guarantee it will be the same space you previously had. If the market is full, you will be so informed and will be put on a waiting list for that market.

Initial: _____

8. Once you pre-pay to reserve a space, attendance is expected. There will be no roll-overs or cancellations or refunds of any fees. If you cannot attend the market for any reason, the payment will not be refunded.

Initial: _____

9. All farmers/vendors are subject to an audit of their daily gross sales by the market manager or its designee to verify the accuracy of the reported sales in any given week or month, as applicable. All farmers/vendors shall keep and maintain all appropriate books and records necessary for verification that the proper payments of fees have been paid. Upon 48 hours' notice to the farmer/vendor, such farmer/vendor shall give the market manager or its designee full access, during normal business hours, to such farmer/vendor's books and records for the purpose of verifying the

accuracy of the reported gross sales and the amounts paid as fees. Any underpayment found will be remedied by the farmer/vendor within five (5) days of such audit and shall be subject to a fine of up to ten percent (10%) of the amount of underpayment. The market manager shall also have the right, in its sole and absolute judgment, to dismiss any farmer/vendor from the market if such farmer/vendor is found to have intentionally misreported its gross sales.

Initial: _____

***For certified farmers only:**

10. Certified Farmers agree to pay 60 cents for the California Department of Food and Agriculture (CDFA) fund for each certificate at each market weekly. This fee will be collected at the close of every market or paid in the monthly or weekly pre-payments, as applicable. The market will total these payments each quarter and remit the payments to the CDFA.

Initial: _____

SECTION V – SAFETY GUIDELINES:

1. All farmers and vendors who offer food samples to customers must use sneeze guards that comply with the Health Department regulations. (The Health Department’s phone number is 310-665-8450.)

Initial: _____

2. Farmers and vendors must provide documentation that they are using a flame retardant tent – with a signed statement that the tent is flame retardant and in compliance with the Fire Department orders and regulations.

Initial: _____

3. Liquid waste must be properly disposed of in the designated area in the market **prior** to leaving the market each week. (A memo and map outlining the liquid waste station for the market is available from the market manager upon request).

Initial: _____

SECTION V – CONCLUSION:

1. You acknowledge and agree that you and Jennifer McColm LLC shall at all times be acting and performing in the capacity of independent contractors and not as an employee, agent, partner or joint venturer of the other party or its affiliates. No act of Jennifer McColm LLC and their affiliates or any farmer/vendor shall be construed to create a joint venture, partnership, agency, association, employment relationship or other affiliation, or like relationship, between the parties. You further acknowledge and agree that you shall have no power or authority to bind Jennifer McColm LLC or their affiliates by any contract or engagement or render Jennifer McColm LLC or their affiliates liable for any purpose or in any amount.

Initial: _____

2. You will be given written notice of any violations of these rules by the market manager or Market Coordinator. Failure to comply with these rules may result in dismissal or suspension from the market. It is in the sole judgment of the Market Coordinator to decide which action will be taken after reviewing written reports of violations.

Initial: _____

3. Jennifer McColm LLC and its designated agents shall implement and enforce all rules and regulations in a fair and equitable manner.

Initial: _____

PS: Please let us know when you will be out of the market (for example, if you sell seasonal fruits...) or when you can use less tent space in the future. Great to have you on board!

By signing below, I acknowledge that I understand and accept these rules and agree to abide by them:

SIGNATURE OF OWNER OR AUTHORIZED PERSON

DATE

PRINT NAME OF OWNER OR AUTHORIZED PERSON

PRINT COMPANY OR FARM NAME