

*Everyone's Harvest ~ Certified Farmers' Markets: 2012 Rules and Regulations*

**INSTRUCTIONS**

- 1) Read Everyone's Harvest Certified Farmers' Markets Rules and Regulations
- 2) Complete all applicable form(s) available at [www.everyonesharvest.org](http://www.everyonesharvest.org) or contact a Market Manager.
- 3) Return signed form(s) with required permits, farm maps, licenses and other documents to Everyone's Harvest P.O. Box 1423 Marina, CA 93933

A Market Manager will respond to your application within a few weeks after receipt of your forms and/or documents.

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**IX. DEFINITIONS**

**I. PURPOSE AND GOVERNANCE**

Everyone's Harvest Certified Farmers' Markets are established for the benefit of both Producers and Consumers. It provides Producers with direct market outlets at which they can sell at prices primarily higher than wholesale and Consumers with an opportunity to buy fresher food at prices normally lower than retail. The Market(s) operate in accordance with the Food and Agriculture Code, Article 5, Division 21, section 58101, 58101.5, 58103, 58104.

The Market(s) are controlled by Everyone's Harvest, a 501 (c) 3 Non-Profit Corporation. Everyone's Harvest's mission is *to create vibrant healthy communities and equitable food webs*. Everyone's Harvest Board of Directors has developed policies to regulate the Market(s) operations and has adopted the following Rules and Regulations to clarify and supplement the Governmental Laws. Everyone's Harvest Board of Directors reserves the right to change, delete or modify its policies, procedures and Rules and Regulations at any time. The Board of Directors has appointed a Market Manager whose primary responsibilities are to manage Market(s) day and office operations and assist the Producers and Consumers. The Market Manager, Executive Director, and any Member of Everyone's Harvest Board of Directors will implement and enforce all Rules and Regulations pertaining to the operation of the Market(s) under its control in a "fair and equitable manner". The Market Manager and Executive Director have the right to fine any Participant for not following Everyone's Harvest Rules and



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Regulations. Participant fines can range from \$15 to \$150 dollars. **Failure to enforce any Rule or Regulation shall not constitute a waiver of enforcement of such Rules and Regulations at any future time.** Priority shall be given to Participants who have both accrued seniority and have consistently held their site at the Market(s).

## II. REQUIRED ACTION AND DOCUMENTS BY ALL PARTICIPANTS

\* Participants are responsible to know and follow all city, state, county and federal law and all of the current Everyone's Harvest Rules and Regulations including but not limited to California Agricultural Code and California Health and Safety Code. **Participants are responsible to furnish Everyone's Harvest with copies of current required documents from the city, state, county and federal government for applicable activities the Participant conducts at the Market(s). It is the responsibility of every Participant at every Market to post their current required documents in the front of their stall space.** Failure of a required act or document to be stated in the Rules and Regulations shall not constitute a waiver for the Participant to be responsible to know and follow all required actions and possess all required current documents necessary for each action they conduct at the Market(s). \* Participants shall provide upon request, by any Enforcing Officer, Market Manager, Director of Operations, or Executive Director any document or information pertaining to the Participant conducting their purpose and/or activity at the Market(s). It is the responsibility of the Participant to show at any time that they are following all government law and the Rules and Regulations. Participant must be able to show location and capability of processing or, if processing is done by a second party, the method used to insure that the processed product returned is the original product submitted by the Participant for processing. Receipts, volume data, and letters verifying methodology may be required following CA Agricultural Code CA ADC §1392.1 (f).

\* Below is a list of the general documents required by the government:

**1. ALL APPROVED SELLERS (PARTICIPANTS):** Application or Agreement and Holdharmless Agreement

**2. SPECIFIC REQUIRED DOCUMENTATION DEPENDING ON PARTICIPANT (STATE LAW)**

\* All Participants must submit a copy of documents to the Market Manager upon renewal.

**CERTIFIED PRODUCERS (Farmer):** To sell fresh fruits, vegetables and nuts at a the Market(s) the Producer must have a **Certified Producer Certificate** issued by the Agricultural Commissioner in the county of origin of his/her produce (state law). The Certified Producer, Immediate Family member, or her/his Employee must carry at all times and post prominently during Market(s) selling hours a current embossed Certified Producers Certificate when participating in Market(s). Any farmer, producer, owner representative, agent or employee whose Certified Producer Certificate has been revoked or canceled, or who has been expelled or suspended from a Certified Farmers' Market(s) shall be denied admission to sell at the Market(s) for her/himself or on behalf of any other Producer.

**Organic Registration and Certified Organic Verification:** Each year Producers claiming "Certified Organic" production must provide proof of Organic certification in accordance with the United States Department of Agriculture (USDA) National Organic Program (NOP) laws. All Organic (USDA exemption candidates only) or Certified Organic Producers must be registered within their county in the State of California. If a farm is Certified Organic, the farm must be certified by a federally approved third-party organization showing current certification. Producers must provide these Organic Certification documents from a Federal/State Organic Registration. If the Producer is selling processed agricultural products, the Producer must have a **Food Industry Health Permit** from the county where the processing is taking place. If the Producer is providing samples of processed agricultural products, the Producer must follow the Sanitary requirements for Food Handling. Upon request from the Market Manager, chemical registration documents are required. At anytime the Market Manager or any member of the Everyone's Harvest Board of Directors may request documentation on the purchase location/boat of pelagic fish, seafood or any other product that is being sold by both Seafood Broker and Fisherman.

**CERTIFIED PRODUCER (Fisherman):** Aquaculture Permit, Fish and Game or Apiary Registration Boat License / Registration / Fishing License and if applicable a Pilot License.

If fish is cut, the Producer must have a **Temporary Food Facility Permit from Monterey County** and possess a copy of and follow the Sanitary requirements for Food Handling.

**Leases/Contracts/Agreements:** Copies of all partnership contracts, agreements, and leases shall be submitted to Market Manager.

**SEAFOOD BROKER:** Leases/Contracts/Agreements: Copies of all partnership contracts, agreements, and leases shall be submitted to Market Manager. If fish is cut, the Seafood Broker must have a **Temporary Food Facility Permit from Monterey County**, possess a copy of, and follow the Sanitary requirements for Food Handling.

**FOOD PURVEYOR:** temporary Food Facility Permit issued by the County of Monterey County, possess a copy of, and follow the Sanitary requirements for Food Handling. If food is prepared off the Market site(s) the Participant must have a **Food Industry Health Permit:** Permit issued by the County Health Department to food processors of goods intended for retail sales. This permit approves the location where food preparation occurs. If applicable: **Food Registration Permit** and **Vending Vehicle Permit.**

**VENDOR:** California Seller's Permit or Re-Sale License.

**PLANT GROWERS:** Nursery License and if applicable a **Nursery Certified Producer Permit.**

### **III. SALES AT THE MARKET**

**A. WHO MAY SELL:** ONLY APPLICANTS APPROVED BY THE MARKET MANAGER AND/OR BOARD OF DIRECTORS TO BE PARTICIPANTS.

**1. CERTIFIED PRODUCERS (Farmer and Fisherman):** Producers and their Immediate Family. Employees of Producers may sell at Market(s). Producers must be practicing agents upon the land. All Producers must be in control of the land or products and must have documentation to verify compliance. The actual Producer of the product(s) is encouraged to attend the Market(s) regularly. However, an Employee may sell as long as no commissions are paid to or received by the Employee in connection with Market (s) sales (state law for Certified Producers).

**2. SEAFOOD BROKERS:** Everyone's Harvest takes exception with the issue of seafood. Everyone's Harvest will allow, if approved by Everyone's Harvest Board of Directors, the sale of Brokered Seafood products.

**3. FOOD PURVEYORS:** Non-certifiable prepared food adds variety and enhances the festive ambiance of the market. Although State laws regarding Certified Farmers do not apply to non-certifiable prepared foods, the same Producer-to-Consumer philosophy applies for all items sold at any Market(s).

**4. VENDORS:** Non-certifiable products add variety and enhance the festive ambiance of the market. Although State laws regarding Certified Farmers do not apply to non-certifiable products, the same Producer-to-Consumer philosophy applies for all items sold at any Market(s).

**5. NON-PROFIT CORPORATIONS, COMMUNITY GROUPS AND SCHOOL CLUBS:** Any items related to or in support of Non-Profit Corporations, Community Groups and School Clubs for fundraising purposes may be sold or given away with the approval of the Market Manager. No items may compete with products offered for sale by a Certified Producer, Fisherman, Seafood Broker, Food Purveyor or Vendor. Selling select products is permitted on a limited basis.

**B. WHAT MAY BE SOLD AND WHERE:** Each new commodity added to the original application and revised Producers Certificates must be submitted to the Market Manager for review, possible limitation, denial, or accepted by the Market Manager before any new commodities can be sold. No live birds or live animals for human consumption may be sold at the Market(s).

**Certified Farmers' Market Area:** Only Certified produce and plants produced by the Producer in California or fish caught in California waters may be sold at the Market(s) and brokered fish may be caught in other U.S. waters. No Vendors, Non-Profit Corporations or Community Groups will be permitted in the designated Certified Farmers' Market(s) area under Section 56181 of the Agricultural Code. No resale of any commodities will be allowed in the Certified Farmers' Market area at the Market(s) except for Seafood Brokers.

The following may be offered for sale under this designation:

1. Certified Products: fresh fruits, vegetables, nuts, eggs, honey, nursery and flowers (produced by the Producer and an approved second certificate Producer if applicable).

2. Non-Certifiable Products: dried fruits and vegetables, juices, teas, medical herbs, wine, cheese, pelagic and fresh water fish and shellfish, poultry, meats, and other agricultural products may be sold if produced or caught (as in fish) by the Producer selling them.

**Community Event Area:** Prepared food, non-certified plants with a nursery stock license and new products are allowed. No brokered produce is allowed in the non-certified (community event area) of the Market(s).

### **IV. PROCESS OF APPROVAL**

**A. APPLICATION PROCEDURE:** Only those who have had their application reviewed and approved by the Market Manager and Executive Director may sell or participate in the Market(s).

1. Permission to occupy a space at a Market(s) is given only after Everyone's Harvest Market Manager has received copies of all required documents and confirmed a space reservation for the Applicant

2. There may be a review of each Participant for quality of products and suitability of product for consumer base

3. All Participants must provide products for tasting and promotional uses when asked by the Market Manager

4. In the event that a Participant entity changes its "active Participant" designation, including, but not limited to change in entity structure, death, divorce or retirement, or changes to the individual approved Participant comprising the original Participant entity, then a new application for acceptance to attend the Market(s) must be filed with and approved by the Market Manager.

5. All Participants must submit an application each year to ensure information is correct and up to date, including copies of all certificates and permits.

**B. RESERVATIONS:** Space limitations require the Market Manager to prioritize Participants' stall and vehicle space in the Market(s). Space for Participant will be configured and determined by the Market Manger. The Market Manager cannot guarantee a regular space in any of the Market(s). Reservations for space shall be made at least one week prior to Market day.

**C. WAITING LIST:** Existing vendor commodity requests are considered using the following admissions criteria: competitive status, year the Applicant made their commodity request, Organic status, location of operation, scale of operation and presentation of product/stall. New Applicants that are accepted to the wait-list are ranked based on the following criteria:

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primary certificate or secondary certificate, year the Applicant is applying, Organic Status, location of operation, scale of operation and Participant's attendance at other markets.

**D. PARTICIPANT APPROVAL:** Each Participant must reapply and be approved each year for participation in each Everyone's Harvest Certified Farmers' Market. The decision to approve a Participant to participate in an Everyone's Harvest Certified Farmers' Market is made by the Executive Director or the Board of Directors with recommendations from the Market Manager. Participant's renewal is not guaranteed but is subject to the sole discretion of the Executive Director or the Board of Directors. After the Participant is approved the Participant has one month from approval to pay an Approval Due fee of \$50.00 per market to continue selling at the Market(s).

**E. RIGHT OF INSPECTION:** The Participant must grant permission to the Everyone's Harvest Market Manager or any Member of the Board of Directors to enter the Participant's premises for the reasonable inspection of: land, facilities, proof of ownership, partnership agreement, land lease and other applicable agreements and documents in order to determine whether the Participant is in compliance with the Governmental Law and the Rules and Regulations. Such inspections can be made with a 24-hour notice during daylight hours. Refusal of such inspections will be considered an incident of non-compliance with these Rules and Regulations.

**V. MARKET DAY**

**A. ASSIGNMENT OF SELLING SPACE:** The Participant's location, space size and other factors of assignment of selling space within a Market(s) shall be at the reasoned discretion of the Market Manager. In making any determination in this regard, the Market Manager shall consider the following:

- a. Quality of product, display, presentation and customer service
- b. The maintenance of good present and past Consumer-Producer relationships
- c. Length of seniority for the space
- d. The principles of good Market(s) and product promotion
- e. The maintenance of good product mix and consumer traffic flow in the Market(s)

If a Participant does not attend the Market week-after-week the Participant may lose their specific selling space and/or their right to sell at the Market.

**B. PAYMENT OF FEES:** It is the responsibility of the Participant to find and pay their booth fee to the Market Manager at each Market day or, if paying monthly fees, at the first Market day of the month. Market Managers will accept payment and forms no earlier than 15 minutes before the close of the Market. Monthly rates secure Market attendance and limit administrative costs. No refunds, discounts, or credits will be given to Participants paying monthly who do not attend all Markets that month.

**FEE STRUCTURE FOR MARKETS: MARCH THROUGH THE END OF NOVEMBER  
FOR ONE MARKET PAID ON THE DAY**

- 5x5-foot space = \$25.00
- 10X10-foot space = \$35.00
- 20x10-foot space = \$55.00
- 30x10-foot space = \$70.00

**FOR FOUR MARKETS PAID MONTHLY:**

- 5x5-foot space = \$95.00
- 10x10-foot space = \$120.00
- 20x10-foot space = \$180.00
- 30x10-foot space = \$220.00

**FREE STRUCTURE FOR MARKETS: DECEMBER THROUGH THE END OF FEBRUARY  
FOR ONE MARKET PAID ON THE DAY**

- 5x5-foot space = \$20.00
- 10X10-foot space = \$30.00
- 20x10-foot space = \$50.00
- 30x10-foot space = \$65.00

**FOR FOUR MARKETS PAID MONTHLY:**

- 5x5-foot space = \$75.00
- 10x10-foot space = \$100.00
- 20x10-foot space = \$160.00
- 30x10-foot space = \$200.00

**5 MARKETS PAID MONTHLY (NOT CREDITS FOR NON-ATTENDANCE IF PAID MONTHLY):**

- 5x5-foot space = \$118.75
- 10x10-foot space = \$150.00
- 20x10-foot space = \$225.00
- 30x10-foot space = \$275.00

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Rainy Day Discount Fees may be reduced only at the Market Manager's discretion. If a discount is given for a rainy day, vendors who pay monthly must be present on the rainy day to receive the discount. The rainy day discount will be credited to their future market fee payments. If a Participant's check bounces, they will be fined for each bounced check. Non-profits, community groups, and school clubs may receive a free booth space to outreach and fundraise (not competing with paid Participants) given at the Market Manager's discretion depending on space availability.

### **C. HOURS OF SALE:**

1. PG and Marina Markets are only scheduled for closures for two weeks from December 25, 2010 to January 2, 2010.
2. Alisal Market runs from August to the end of October for the year of 2011.
3. Marina Certified Farmers' Market: Sundays from 10am to 2pm, year round.
4. Pacific Grove Certified Farmers' Market: Mondays from 4pm to 7pm, year round.
5. Alisal Certified Farmers' Market: Tuesdays from 9am to 5pm, seasonal.

### **D. SET-UP AND DEPARTURE POLICIES**

1. Participants will be allowed a one-hour set-up and take-down time before and after a market.
2. Participant shall arrive at least 30 minutes before the start of the Market(s). Participants with barbeques must arrive at least 60 minutes before the opening of the market or they will not be allowed to sell at the Market on that day. Participants that fail to be in attendance 30 minutes before the start of the Market are considered late. In turn, the Participant's reserved space(s) will not be held and the Participant will be fined after the Participant arrives late more than two times in one calendar year.
3. No Participant may leave the Market(s) before the Market(s) closes without permission. Participants are only allowed to leave the Market(s) early with Market Manager approval and assistance. If any Participant leaves early (a minute before the closing hour) two times in one year they will be fined.
4. A Participant is not allowed to enter the Market(s) after Market(s) starting time without Market Manager approval and assistance. All Participants are required to call the Market Manager if they are going to be late and will not be able to enter and set-up their stall before the required time.
5. Auto and truck flow must not endanger pedestrians. Participants entering their vehicle into the Market(s) area must drive very carefully and always under 3mph. If a Participant needs to move any cones to get their vehicle in or out of the Market area, they must receive immediate assistance from the Market Manager before entering their vehicle into the market area. If any Participant does not follow this procedure directly above, they will be fined and/or subject to be expelled from selling at the Market(s).
6. Participants if parking in the Market or outside of the Market must park their vehicles where the Market Manager designates parking for Participants. This assists Everyone's Harvest in keeping on good terms with neighbors of the Market.

**E. CANCELLATIONS: All Markets run rain or shine.** Cancellations can be submitted by email or phone to the Market Manager, but **MUST** be within 48 hours before market day. Cancellation means a Participant called the Market Manager before for Marina Friday by 9:30am, Pacific Grove Saturday by 3:30pm, and Alisal Sunday by 9:00am. Greenfield After a Participant fails two times in one calendar year to cancel within this time, it will result in a fine 1/2 the stall fee. Exceptions include a broken-down car, illness or death in the family. After three cancellations due to a broken-down car, illness or death in the family, records of these incidents must be submitted to the Market Manager to keep canceling on Market days without a fine. To cancel a Participant must call the Market Manager for that Market. A no-show (not calling the Market Manager two hours before and/or not attending the Market) will result in a fine equal to the full stall fee, no matter what the reason is for not showing up and not calling to inform the Market Manager of Participant absence. When a Participant calls to cancel, a definite must be given to the Market Manager that the Participant either will or will not be at the Market. It is the responsibility of the Participant to make calculations about the weather and determine his/her attendance based on his/her own calculations.

**F. DISPLAY ALL PERMITS AND LICENSES:** All required documents shall be provided and must accompany all produce and products during transportation. During Market selling hours an original or certified copy of documentation must be displayed prominently.

### **G. PARTICIPANT SPACE**

1. Every stall shall have a trash box for public use. Remove trash accumulation regularly.
2. No display tables may be filled over carrying capacity. Items on display must be stable. Table legs must be secure and must not cave in.
3. Tents and shade set-ups must be tied down by at least 50 pounds on two sides to equal a total of 100 pounds at all times distributed throughout the tent. All connecting rods of the shade set-ups and weights must be secure in their fittings. Tarps must be securely fastened.
4. All boxes and crates of produce and other food products must be kept 6 inches off the ground under Section 27831 of the State Health & Safety Code.

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5. If the local health authority approves, distribution of samples in a manner that will ensure safe, unadulterated samples for the public may be allowable. In such regard, the Participant must follow all California State health guidelines:
  - a. Keep samples in clean covered containers approved by the local health agency.
  - b. Use toothpicks or disposable utensils to distribute the samples.
  - c. Dispose of pits, peels, food waste and rubbish in leak proof garbage receptacles with close fitting lids.
  - d. Use clean disposable gloves when cutting produce for samples.
  - e. Produce intended for sampling must be washed and cleaned to be wholesome and safe for consumption.
  - f. Utensils and cutting surfaces must be washed and sanitized (use a chlorine solution of one teaspoon or capful of liquid bleach per gallon of water).
  - g. Cutting surfaces must be smooth, non-absorbent and easily cleanable.
6. Smoking is not permitted in or 20 feet surrounding the Market(s).
7. No live animals, birds or fowls may be kept or allowed within 20 feet of any area where food is stored or held under Section 27831 of the State Health & Safety Code.
8. No dogs, bicycling, skating, or skateboarding is allowed in the Market(s).
9. At least a two feet pathway must always exist between Participants' stall spaces. No Participant can occupy this space at any time.
10. Food preparation (except trimming) is prohibited without a Monterey County Temporary Food Facility Permit.
11. Processed foods must be processed in an approved facility and properly packaged and labeled under clean and sanitary conditions.
12. Dried fruit and shelled nuts sold in an un-packaged bulk form must be displayed with a cover and conform to dispensing methods approved by the Monterey County Health Department.
13. Participants selling non-Certified food or products are required to have a valid permit from the local jurisdiction and are not considered part of the Certified Farmers' Market(s).
14. Participant constructed walls may not exceed 8 feet high.
15. All Participants must receive permission by the Market Manager to park their vehicle in the Market or near their booth space. The Market Manager will review, limit, deny, or approve a Participant to park their vehicle in or near their stall space based on location, space availability, and Participant seniority. Participants must keep their vehicles, merchandise and tables within their assigned stall space. No part of the Participants' vehicle or stall set-up may encroach on the mandated fire lane. Pedestrian flow may not be congested due to a Participant set-up.
16. All promotions and sales shall occur within the stall space provided.
17. A Participant who rents more than one space shall rent them contiguously.
18. No electricity or water is provided by Everyone's Harvest to Participants. It is the responsibility of the participant to be prepared with these items for their needs.
19. No Participant may assign, share, or sublet his/her space without approval from the Market Manager.
20. Participant shall maintain the stall space assigned to them in a clean and sanitary condition. When vacating their space, Participants must remove all equipment, product, trimming, wrappings, and containers within one hour after closing of the Market(s). Participants are responsible for cleaning their own stalls and the aisle area in front of their stalls. The Participant shall reimburse Everyone's Harvest for any expenses incurred to return the stall space to the condition in which it was found (reasonable wear and tear excepted).
21. Exits from booth: From within the booth, the exit pathway leading to the exterior shall not be less than 36 inches and the width of the exit door. There shall be no obstruction of the exit door or exit pathway.
22. Fire extinguishers: Any booth using any type of heat-generating appliance shall have a fire extinguisher that is at least 2A 10BC. In some cases, an additional fire extinguisher may be required. All fire extinguishers new or used are required to be serviced once a year and have a current tag on the extinguisher. Each fire extinguisher is tagged by the service company as to the extinguisher service date. If there is no tag on the extinguisher, the unit must be serviced. Check the telephone directory for licensed fire extinguisher service companies. All fire extinguishers shall be mounted in a visible and accessible location, preferably near the exit. Know where the fire extinguisher is located at all times.
25. Cooking equipment: Any type of cooking equipment or process that produces uncontrolled flame will not be allowed inside the booth. No combustible material will be allowed directly above uncontrolled flame. Any combustible structural component of a booth located within 36 inches of cooking equipment shall be protected by a non-absorbing and non-combustible material, approved by the State Fire Marshal.
26. Gas cylinders: No gas cylinders will be allowed within a booth unless the cylinder is an intricate part of the appliance. Example: gas fired barbecue with cylinder attached. Gas lines subject to mechanical damage shall be protected. All gas cylinders, including spares, shall be firmly secured in place to prevent accidental fall-over. Every gas-fired appliance shall have a gas shutoff valve. Maintain a safe distance between flammable gas cylinder and any heat source.
27. Clean all cooking surfaces regularly to prevent the buildup of grease.

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28. When cooking, an adult shall never leave the food cooking unattended and must not wear loose-fitting clothing.
29. Keep combustibles away from all heat sources.
30. All generators must be approved by the Market Manager before they are used at the Market(s). Generators must be very quiet (the generator noise level must run under 64dB at full load). We encourage the use of propane.
31. T-shirt plastic bags and Polystyrene (Styrofoam) are prohibited from distribution at the Market(s). Encouraging customers to bring their own bag, paper bags, and bio-bags is recommended. If prohibited bags are used during the Market, Participant must immediately stop using the prohibited bags.
32. All Participants must stay within their stall space. Participants must not extend out into the pathways between Participants' stall spaces, fire lane, or into traffic area. If space is available, Participants can "spill out" (less than two feet) in front of their stall space without an additional stall fee if they do not extend into the pathways, fire lane, or traffic area.

#### **H. SIGNAGE AND PROMOTION**

1. Prices must be clearly posted on all products. Collusion among Participants to change prices or exertion of any influence, pressure or persuasion to cause a Participant to increase prices is strictly forbidden (state law).
2. Packaged products must be labeled with the name of the farm or Producer, the address and the weight of the contents (state law). Co-op products and labels are not acceptable; use farm/Producer name and adding weight and lot numbers to verify that the product came from the Producer.
3. Organic and Conventional commodities sold in the same stall space need clear, visible and non-confusing signage stating which products are Organic and which products are Conventional. Failure to post these signs will result in non-compliance resulting in one warning and further non-compliance will result in not allowing both types of products to be sold in one booth space.
4. Any Participant claiming to have "Certified Organic" produce or products shall grow or process the products in accordance with the USDA NOP rules and regulations, effective October 2002. Participants can only claim "Certified Organic" if they are certified by an approved USDA agency. Organic licensing must be displayed.
5. Participants with gross sales of \$5000.00 or less annually are exempt from USDA certification requirements. These Participants must follow the USDA Organic Farming protocols but are not required to obtain certification. These Participants are allowed to promote the word "Organic" only. These Participants are not allowed to promote the phrase "Certified Organic". These farmers may be required to provide documentation to verify annual sales of \$5000.00 or less.
6. "No Spray", "No Chemicals", "No Pesticides" and other such claims shall be affirmed by a Notarized affidavit stating, "at no time during the growing season or post-harvest handling of this commodity have any synthetic pesticides, herbicides, fungicides or other toxic applications been used". Upon receipt of notarized affidavit, "No Synthetic Sprays" shall be the only language used to describe the above claims. In these cases when synthetic chemical fertilizers are used, the signs shall also state "Synthetic Fertilizer Used". When these claims are made, the Pesticide Use sign including the notarized affidavit shall be posted at the Participant stand. Copies of the affidavits must be submitted to the Market Manager.
7. Transitional Organic is a term not recognized by the State Organic Program. You may not use the term.
8. IDENTIFICATION SIGNS: All Participants are encouraged to display a sign identifying their farm name or the name of their business and the city or town where their production occurs.

#### **VI. EXPECTED BEHAVIOR BY ALL**

**A. Anti-Harassment Policy: Harassment will not be tolerated by** Participants, Employees, Contractors or any member of the Board of Directors at the Market(s), public events or meetings. This includes, but is not limited to, use of abusive, profane or demeaning language and sexual harassment to anyone. This also includes slandering language regarding others that may be heard by Customers or other Participants.

**B. Ethics Code:** Everyone's Harvest Board of Directors believes that a code of ethics is basic to the conduct of the Farmers' Market(s). All Participants, Employees, Contractors and any Member of the Board of Directors shall conduct their professional lives in accordance with the ethics standards stated below:

*"Be civil and respectful in professional interactions, avoiding discrimination, based on race, gender, sexual orientation, religion, or age. Treat everyone fairly and with respect."*

**C. Standard of Conduct:** All Participants, Employees, Contractors, Market Managers and Members of the Board of Directors at the Market(s), public functions and meetings must:

1. Be knowledgeable about their products (how they are used, grown or produced) and clearly communicate this to Customers.
2. Be courteous, professional and presentable.
3. Display products in a clean, presentable and attractive way.
4. Be honest and conduct themselves at all times in a courteous and business-like manner.
5. Dress and behave in an appropriate manner, including wearing shirts and shoes.

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6. Not use illegal drugs, drink alcoholic beverages, yell, heckle, swear, name call, make slanderous remarks, throw items, fight or participate in other offensive behavior.
7. Treat others, including Participants, Employees, Contractors, Board Members, Customers, and Officials, with respect.
8. Refer any matter concerning lack of courtesy by Customers to Everyone's Harvest Market Manager or any Member of the Board of Directors.
9. Make any complaints about other Participants, Employees, Contractors, or any Member of the Board of Directors or the Market(s) Rules and Regulations to the Market Manager and/or Everyone's Harvest Board of Directors.
10. Refrain from using any slanderous or defamatory remarks about anyone. These will be subject to legal liability for damages caused.
11. Not sell any stolen or pirated items. These are prohibited for sale by any Participant at the Market(s)

## **VII. VIOLATIONS OF RULES AND REGULATIONS**

**A. REMEDY FOR VIOLATIONS NOT SUBJECT TO IMMEDIATE EXCLUSION:** First violation will result in a verbal and written warning. The second violation will result in a determination letter in which the Market Manager and/or Board of Directors may choose to fine, and/or suspend, or terminate the Participant as prescribed in Everyone's Harvest Bylaws section 13.1. Participants who do not comply with the State Direct Marketing Regulations, pertinent State and County regulations, or the Rules and Regulations and Bylaws of Everyone's Harvest as set forth herein, may be subject to Expulsion, Suspension, and/ or Termination of their Vendor Approval to the Market(s) as per Everyone's Harvest Bylaws section 13.3.

**B. IMMEDIATE EXCLUSION:** A Participant may be immediately excluded from the premises of the Market(s) if that Participant has failed in a serious degree to observe the Rules and Regulations or otherwise acted in a manner causing immediate threat, imminent threat or harm to anyone (Board of Directors, Market Manager, fellow Participants including Employees, Customer or the general public). An immediate exclusion will be followed by suspension and/or termination of the Vendor Approval as prescribed in Everyone's Harvest Bylaws section 13.2.

## **VIII. PARTICIPANT CATEGORIES**

### **A. CERTIFIED PRODUCER (FARMER AND FISHERMAN) AND SEAFOOD BROKER**

1. Prepared or processed products may be sold under the Producer if the Producer produces over 50% of the prepared product and is in accordance with the State Health and Safety Code.
2. Vendors can sell both Organic and Conventional commodities. Refer to *Signage and Promotions* pertaining to requirements with signage.
3. Fresh produce and fish must be in season. Sales of out-of-season California produce are allowable only to the extent of their normal storage life or upon proof that such produce was grown in greenhouse facilities operated by such Producer. No frozen seafood products are allowed in the Market(s).
4. Producers storing both Certified and non-Certified products must have an effective system of documentation for separation of products so that there is no possibility of confusing Certified and non-Certified products with products not produced by the Producer.
5. High quality, vine-ripened, fresh produce is expected at the Market(s). Culls and old, wilted produce do not meet minimum standards. The Market Manager has the authority to ask that culls and wilted produce be removed.
6. State law prohibits sales to retailers (except restaurants) during Market(s) hours. Participants whose products do not meet minimum quality standards are subject to fines, suspension and expulsion upon recurring violation of these quality requirements.
7. Scales shall be approved commercial scales and certified by the County Sealer and Office of Weights and Measures on a renewal basis.
8. Load Lists, provided by Everyone's Harvest, are to be turned in before the end of each Market day. **It is the sole responsibility of the Certified Producer to turn in a completed Load List to the Market Manager before leaving each Market. Load Lists are due after each Market. Failure to complete and turn in your Load Lists after each Market may result in a fine each time it is not turned into the Market Manager.** If the Producer fails to turn in the Load List more than three times in one calendar year they will be subjected to additional fines, suspension and/or termination from the Market(s) prescribed by Everyone's Harvest Board of Directors.
8. Certified Producer may sell for only one other Certified Producer per year. The second certificate will be reviewed and approved on a non-competitive annual basis. Approval will be based on the following conditions:
  - a. The second Certificate Producer must have signed the Rules and Regulations sign off.
  - b. No duplication of commodities is allowed on both certificates.
  - c. The primary Producer has given the Market Manger a written agreement, which verifies consent from the second Producer to have their products sold at the Market.
  - d. The second Producer must be from the same or a contiguous county as the primary Producer.

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- e. Each certified Producer's products must be displayed separately and identified by individual Producer's certificates (state law) and other required permits. Over 50% of the produce or products displayed for sale must be from the primary certificate.
- f. The Producer who attends the Market(s) is responsible for advising Market Manager when he/she is selling products from a second certificate.

**B. FOOD PURVEYOR:** Food Purveyors and the food they prepare and sell at the Market(s) must receive approval from the Market Manager. The Market Manager selects prepared foods that is of high quality and does not directly compete with the prepared food currently at the Market(s). Yet, Food Purveyor does not have exclusive selling rights to sell food and must not compete with food provided by a Certified Producer.

**C. VENDOR:** Products sold by a Vendor at the Market(s) must receive approval from the Market Manager. The Market Manager selects products of high quality and does not directly compete with products currently at the Market(s). Yet, Vendors do not have exclusive selling rights of any products at the Market(s).

**D. A CHARITABLE PARTY** may apply to receive approval from the Market Manager to have a free booth space at the Market(s) for purposes of outreaching the Charitable Party's services and/or activities to the local community and for fundraising activities. All Parties are considered on a weekly and rotating basis in order to give all interested Parties a fair chance at attending the Market(s). Upon request from Everyone's Harvest, the Charitable Group must provide proof: the Group is currently active and the Representative position in the Group is valid with publications or minutes from a Group's meeting. The Group must provide their own table(s), chair(s) and Group publications. Walking outside of the Participant's designated space and passing out publications is prohibited. No items sold for fundraising activities by the Groups may compete with paying Participants. Everyone's Harvest reserves the right to determine if a fundraising activity is competing with a paying Participant.

**E. ENTERTAINERS AND WORKSHOP EDUCATORS** may apply to receive approval from the Market Manager to have a free space to conduct their activity (play music, entertain or conduct an educational workshop) at the Market(s). All Entertainers and Workshop Educators are to be considered on a weekly and rotating basis in order to give all interested Participants a fair chance at conducting their activity at the Market(s). If the Participant is unable to attend the Market on their assigned day in the future, the Market Manager may deny approval for the Participant to return to the Market(s) to conduct their activity. All activities must be suitable for families and children.

**F. POLITICAL CANDIDATE, A PROPONENT OF A BALLOT MEASURE, OR ADVOCATES** all must understand the below disclaimer if participating in the Markets and agree to post this disclaimer in clear public view at all times at your space at Everyone's Harvest Certified Farmers' Markets. Participants must conduct their activity in their Market designated space. Walking outside of the Participant's designated space and passing out publications is prohibited. Publications of political candidates and ballot measures are not allowed at Everyone's Harvest Information Booths.

**Disclaimer:** Everyone's Harvest is proud to provide space at its markets for all political candidates and their advocates, and proponents and opponents of a ballot measure on an equal opportunity and non-partisan basis. Everyone's Harvest does so only as a public service to the people attending the markets and by doing so it does not endorse or oppose any candidate or measure.

## **IX. DEFINITIONS**

**AGREEMENT:** A document to be submitted by Participant to Everyone's Harvest to request approval from the Market Manager to conduct an activity at the Market(s).

**ALIAS CERTIFIED FARMERS' MARKET:** An individual certified farmers' market operated by Everyone's Harvest.

**APPLICANT:** A person or party applying to sell or participate in the Market(s).

**APPLICATION:** A document to be submitted by Participant to Everyone's Harvest to request approval to sell at the Market(s) from the Market Manager.

**APPROVED SELLER:** A person or entity whose application to sell has been approved by the Market Manager and who is selling or offering for sale at the Market(s) approved items and commodities.

**BOARD OF DIRECTORS:** A group of at least three persons governing the Everyone's Harvest without compensation.

**CERTIFIED FARMERS' MARKET(S):** A location authorized by the County Agricultural Commissioner where certified Producers of fresh fruits, vegetables, honey, eggs, flowers, nursery stock and nuts may sell their produce directly to consumers exempt from standard pack and grading regulations.

**CERTIFIED ORGANIC:** All production that is in accordance with current USDA National Organic Program (USDA Organic) requirements.

**CERTIFIED PRODUCER:** A person or entity authorized by the County Agricultural Commissioner to sell certified agricultural products (fruits, vegetables, honey, eggs, flowers, nursery products and nuts) directly to consumers at a Certified Farmers' Market. Products must be produced upon land controlled by the Certified Producer.

**CERTIFIED PRODUCER CERTIFICATE:** Producers of fresh fruits, nuts, vegetables, shell eggs, honey, flowers and nursery stock must obtain a Certified Producers Certificate prior to selling such commodities at a Certified Farmers' Market. Such

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commodities must have been produced by the Producer by the practice of the agricultural arts upon land, which the Producer farms and owns, rents, leases or sharecrops. Certificates are issued by the County Agricultural Commissioner who exempts a Producer of fresh fruits, vegetables and nuts from standard size, standard pack, container and labeling laws and permits the Certified Producer to transport to and sell his/ her certifiable agricultural products at a Certified Farmers' Market(s).

**CHARTABLE PARTY:** Non-Profit Corporations, Community Groups and School Clubs.

**COMMUNITY GROUP:** A group of people (2 or more) from the local region organized together to work on a specific need in the local region for the benefit of the majority of the community members.

**CONTRACTORS:** A person in a contract with Everyone's Harvest Board of Directors for a specific task/activity for the benefit of Everyone's Harvest mission and general administration (Market Manager and Executive Director).

**CONSUMER:** A person who purchases products for private household use, or for non-profit resale or distribution, but not a person who purchases products for commercial sale, or distribution, or processing into other food products for resale. Source: State Fruit & Vegetable Standardization Code, Section 1392. 2. An exception has been made for restaurants and caterers.

**CONVENTIONAL:** All production that is not Certified Organic Production.

**EMPLOYEE:** With the exception of members of the immediate family, as defined above, persons employed by the Producer on a regular basis, but not including persons whose compensation, in whole or in part, is based on or consist of a commission on sales. (paraphrase of the State Fruit & Vegetable Standardization Code, Section 1392.2.)

**ENFORCING OFFICER:** A person representing the Federal, County, State and/or City Government.

**ENTITY:** A group of two or more approved sellers each of whom is joined by either marital status, partnership, corporate status, family farm status, co-op, joint venture or other legal status.

**ENTERTAINER:** A person or party authorized by the Market Manager to perform at the Market(s) appropriate to families.

**EXECUTIVE DIRECTOR:** An Everyone's Harvest employee hired by the Board of Directors to oversee the functions of Everyone's Harvest activities.

**EVERYONE:** Every person; everybody.

**EVERYONE'S HARVEST:** The Corporation that controls, manages, and operates the market(s).

**FARMER:** A Certified Producer or a Producer of non-certifiable agricultural products.

**FISHERMAN:** A person or entity who catches pelagic fish or shellfish from boats which the person or entity controls.

**FOOD INDUSTRY HEALTH PERMIT:** Permit issued by the County Health Department to food processors of goods intended for retail sales. This permit approves the location where food preparation occurs.

**FOOD PREPARATION:** Means processing, assembling, portioning, or any operation that changes the form, flavor, or consistency of food, but does not include trimming of produce. Source: State Health and Safety Code, Section 27522. This includes but is not limited to juices, jams, flavored nuts, nut butters, baked items, dairy products, and cleaned fish.

**FOOD PURVEYOR:** A Participant, who through the practice of the culinary arts, creates and manufactures prepared foods.

**FOOD REGISTRATION PERMIT:** Permit issued by the State Department of Health Services, Food and Drug Branch to manufacturers of food products intended for wholesale distribution. This permit approves the location of food preparation.

**GOVERNMENTAL LAW:** Any law, regulation, policy or requirement by the city, state, county or federal government.

**HAWKING:** The act of a person who offers wares by calling out in the street.

**HECKLING:** The act of a person interrupting, questioning, or commenting very loudly to attract other peoples' attention to themselves.

**HOLD HARMLESS AGREEMENT:** Document required to be signed by Participant agreeing to defend and indemnify Everyone's Harvest and the hold said party or parties harmless from any such liability.

**IMMEDIATE FAMILY:** "Parents, children, grandparents, grandchildren, and, in addition, any other person regularly residing in the Producers household". "Source: State Fruit & Vegetable Standardization Code, Section 1392. 2.

**LATE:** Five minute after the designated time.

**MEMBER OF BOARD OF DIRECTORS:** An individual who has been voted by Everyone's Harvest Board of Directors to be a member of and represent Everyone's Harvest Board of Directors.

**MARINA CERTIFIED FARMERS' MARKET:** An individual certified farmers' market operated by Everyone's Harvest.

**MARKET MANGER:** A person employed by Everyone's Harvest hired by the Executive Director or Board of Directors to manage the farmers' markets, including but not limited to organizing market operations, enforcing Everyone's Harvest Rules and Regulations and collecting market fees.

**MONTEREY COUNTY HEALTH DEPARTMENT:** A county government agency that provides a wide variety of health-related services and requires specific rules and regulations to be followed in Monterey County pertaining to the distribution of produces consumed by humans.

**NON-CERTIFIED VENDOR:** A Vendor who is in the community event area of the Market, not in the Certified area.

**NON-PROFIT CORPORATION:** An incorporated organization that has attained a not-for-profit status under the Internal Revenue Code. Usually referred to as a 501 (c) 3 non-profit organization.

**NOP:** National Organic Program

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**NURSERY CERTIFIED PRODUCER PERMIT:** Permit issued by the County Agricultural Commissioner for transporting plants outside county of origin for sale to public.

**NURSERY LICENSE:** License issued by the County Agricultural Commissioner for growing and propagating plants intended for outdoors and indoors.

**OFFICIALS:** Government agents: a representative or official of a government or administrative department of a government.

**ORGANIC:** This word is used to describe food that was grown without the use of harmful chemicals such as herbicides, pesticides and fungicides. This does not mean Certified Organic.

**ORGANIC CERTIFICATION:** Document of registration issued by any USDA National Organic Program (NOP) approved third party Organic-certifying agency. Registration with the State of California in the county of operation is also needed. It is required to register as an Organic Producer with the Agricultural Commissioner prior to the first sale of product labeled Organic. This applies to all Organic Producers regardless of whether or not they are certified per the NOP.

**PARTY:** A group of people organized for a specific activity.

**PACIFIC GROVE CERTIFIED FARMERS' MARKET:** An individual Certified Farmers' Market to be operated by Everyone's Harvest as of July of 2008.

**PARTNERSHIP:** A legal relationship existing between two or more persons contractually associated as joint principals in a business.

**PARTICIPANT:** A person, party or entity authorized by Market Manager to offer goods, services, information, entertainment or conduct an educational workshop at the Market(s) managed by Everyone's Harvest.

**PLANT GROWER:** A person or party selling potted plants.

**PESTICIDE USE:** The use of any harmful chemical to humans intended for preventing, destroying, repelling, or mitigating any pest.

**POLITICAL CAMPAIGN:** An organized effort to influence the decision making process within a group.

**PRODUCER:** 1. A person or entity who produces certifiable and non-certifiable agricultural products by practice of the agricultural arts upon land, including planting, cultivating, producing, and harvesting (the whole growing cycle) or watering which the person or entity controls. This specifically disallows agreements that do not encompass the whole growing cycle. Non-certifiable products may include but are not limited to cheeses and dairy products, poultry and meat products, aquacultural products, viticultural products, dried fruits and vegetables, juices, jams or other processed agricultural products. (Farmer)  
2. A person or entity who catches pelagic fish or shellfish from boats which the person or entity controls. (Fisherman)

**REPRESENTATIVE:** A person designated by a Party to stand for the Party's mission and activities.

**RESALE:** The buying and then directly selling of food or products.

**SANITARY REQUIREMENTS FOR FOOD HANDLING:** A document taking Monterey County's regulation pertaining to handling food in a sanitary manner.

**SCHOOL CLUB:** A group of people (2 or more) affiliated with a school organized together to work on a specific need for the benefit of students from the specific school.

**SEAFOOD BROKER:** A person or entity that purchases pelagic fish or shellfish from boats or broker houses. Seafood Broker is not an entity or person who purchases pelagic fish or shellfish from a retail store.

**SELLER PERMIT:** A permit issued by the State Board of Equalization to sell products.

**SENIORITY:** A privileged status of one Participant over another Participant attained by a combination of the Participant's length of time at the Market and regular attendance of the Participant at the Market.

**SPILL OUT:** An open space no more than two feet directly in front of Participant's stall space that is not in the pathway between Participants, fire lane, or traffic area.

**STAFF:** Employees and volunteers.

**STATE ORGANIC FARM:** A farm recognized by the State's Agricultural Commission in accordance with the State's USDA Organic Standards.

**TEMPORARY FOOD FACILITY PERMIT:** Permit issued by the County of Monterey. This permit approves the operating of outside food preparation.

**TRANSITIONAL ORGANIC FARM:** Farming systems that are moving in a planned way towards organic production but have not completed the transition process.

**VENDING VEHICLE PERMIT:** Permit issued by the Health Department in the county where the market is held to authorize the transport and sale of potentially hazardous prepared and processed foods (baked goods, fresh fish and seafood, dairy products, poultry and meats).

**VENDORS:** A person or party selling products such as jewelry or art. These Vendors are in the community event area of the Market(s) not in the Certified Farmers' Market area.

**VOLUNTEERS:** A person or party providing their time and effort for free to conduct an activity.

**WORKSHOP EDUCATORS:** A person or party authorized by the Market Manager to conduct an educational workshop at the Market(s) appropriate to families. ###