

# Point Loma Certified Farmers Market

## Rule and Regulations 2010

For Certified Producers

### At the Liberty Station

Every Sunday 9:30 – 2:30pm

#### Instructions:

1. Print
2. Read
3. Initial all specified rules
4. Sign at the bottom
5. Deliver to the market manager by post, or by hand

#### Manager:

Brian Lewis-Beevers  
1677 Pentecost Way, #7 San Diego Ca. 92105  
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Brian@sdMarketManager.com

#### Mission Statement:

To provide fresh produce and goods direct from the producer to the consumer.

The Point Loma Certified Farmers Market gives priority to Certified Farmers. The governing body or any designated agents will implement and enforce all rules and regulations regarding the operations of the Point Loma Certified Farmers Market in a fair and equitable manner. The Point Loma Certified Farmers Market is under a leased contract with NTC Foundation Inc. All rights to the land are under the authority of NTC Foundation Inc. and its designated associates.

#### Market Hours:

Set-up: 8:00am - 9:30am  
Open: 9:30am – 2:30pm  
Clean-up 2:30pm – 3:30pm

#### Market Days of Operation:

The Market is open every Friday, rain or shine, all year long. The market may temporarily close due to holidays, very extreme weather conditions or any other event that the market manager determines to be reason enough for closing.

#### General Rules:

It is the responsibility of the Certified Farmers and all employees and/or family members to read, understand and comply with these rules, as well as State and County Agriculture Regulations pertaining to Farmers Markets and Direct Marketing Regulations.

If the certified producer is giving away samples or selling prepared food products it is the responsibility of the vendor to read and comply with all Department of Environmental Health rules and regulations.

(Bold face rules requiring initials are emphasized because they are rules that are most commonly overlooked and disregarded or it is a new rule. All rules will be enforced and hold an equal importance to the market)

1. All Vendors must be ready to sell and completely set up by opening at 9:30am. (\_\_\_\_)
2. All Vendors must remain fully set up until the close of the market at 2:30pm. (\_\_\_\_)
3. No vendor is allowed to sell any item before the opening of the market at 9:30am (\_\_\_\_)
4. All Vendors will be assigned a specific area/stall. The market manager reserves the right to change the assignments anytime he deems it necessary.
5. Set up starts at 8:00am, if a vendor arrives after 9:00am the manager on site reserves the right to give that stall away to a vendor on standby, or give the stall away to another vendor, or place the tardy vendor in a different location or refuse entry into the market all together. (\_\_\_\_)
6. No vendor can drive into the market area to unload and set-up after 2:45pm. (\_\_\_\_)
7. Fines will be issued for consistent tardiness, and will lead to permanent expulsion from the market.
8. All Vendors must have all City, State and County certifications on site before selling. Certified Producers certificate must be displayed on site, visible and protected in a plastic slip.
9. All Vendors must keep all equipment, tables, chairs, products within your assigned boundaries.
10. Only Certified Producers are guaranteed the privilege of parking within the market area next to their stalls. All exceptions are at the manager's discretion.
11. Only Certified Producers (farmers) can sell whole produce.
12. Only Californian grown produce is allowed at the market.
13. Admission priority is given to locally grown. Any current vendor that is outside of 100 miles from the market can be bumped by a different vendor that is local and sells the same or similar items. This decision is at the discretion of the market manager. (\_\_\_\_)
14. While diversity of produce and goods are a major priority, the manager reserves the right to have more than one vendor selling the same or similar items.

15. All agricultural products must meet or exceed minimum quality standards. Management reserves the right to post signs on available items for sale.
16. The market manager reserves the right to approve or disapprove any item being sold at the market. (\_\_\_\_\_)
17. Selling non-approved items will result in a fine and repeated offenses can result in removal from the market. (\_\_\_\_\_)
18. All non-certifiable agricultural products must be clearly labeled and adhere to any state, county or federal laws
19. The manager reserves the right to determine on a weekly basis how many non-certifiable products are allowed to be sold at the market.
20. Allowable products are listed below but not limited to:
  1. Jellys, Jams, and spreads
  2. Fresh squeezed juices
  3. hard boiled eggs, and bulut
  4. dried fruits
  5. shelled nuts
  6. nut butters
  7. dried legumes, peas,
  8. dried herbs, mixed spices
21. All prices must be clearly marked or posted. Confusing or deceptive pricing will not be tolerated.
22. Every vendor will be required to have low amp/watts lights for their own area, the market manager will decide when it is necessary to turn them on - battery powered is recommended.
23. Every vendor must provide clearly marked trash receptacle. It must be labeled REFUSE.
24. Electricity is not guaranteed, each vendor should be self-sustaining.
25. If you have a generator it must be approved by the market manager, loud, smelly, generators will likely not be approved. Proper placement of the generator will be mandatory, taking in to consideration: safety, sound, and visibility.
26. All tables are required to have table cloths that drape down to cover the outside of the table. (\_\_\_\_\_)
27. All vendors are required to provide their own canopy and it must be in good shape and in working order. Broken and sloppy canopies will not be acceptable.
28. All vendors are required present themselves in a professional, clean way. Clothes must be clean. Shorts are acceptable but must be conservative in length (this is at the discretion of the market manager)
29. The management reserves the right to approve or disapprove any display, signage, table arrangement, and the overall look of the vendor's entire booth.
30. No smoking is allowed anywhere within the market boundaries. (\_\_\_\_\_)
31. No alcohol is allowed anywhere with the market boundaries. (\_\_\_\_\_)
32. No pets are allowed anywhere within the market boundaries.(\_\_\_\_\_)
33. All vendors and their staff are expected to conduct themselves in a courteous manner while at the market.
34. Vendors will pay a fee each week. Rates vary from vendor to vendor and are determined by the following: Type of vendor (i.e. certified producer, hot/prepared foods, handmade crafts and goods, commercial, and non-profit), seniority, space requirements, and anything the manager sees a valid reason to adjust fees.
35. All vendors are required to have a broom and dust pan and must ensure that their designated areas are clean thoroughly and the surrounding area. (\_\_\_\_\_)
36. Each Vendor is required to complete the official Point Loma Certified Farmers Market LOAD LIST each week. All varieties of produce and products must be listed on the sheet.
37. All Vendors must apply to be admitted into the market. Applications are available at the market and online at [www.sdmarketmanager.com](http://www.sdmarketmanager.com). Vendors will be admitted based on the following considerations:
  1. Space availability
  2. Product diversity
  3. Customer demand
  4. Fair and competitive pricing
  5. Participation of the actual product maker
  6. Locally made products
  7. Display and Set up
38. Certified producers selling on behalf of another certified producer must have both certifications on site and posted in a visible area. All products being sold that were produced by a different certified producer must be listed on the application noting the certified producers for each product/variety. Both parties must be listed on each certified producers certificate.
39. All vendors must comply with all applicable laws, regulations and ordinances. Vendors are responsible to research and comply with all regulations that apply to their operation. See CCR Section 1392.4(f)(1-10)
40. These market rules can change at anytime, all vendors will be notified of any changes to the rules.
41. If any of these rules are found to be contrary to State or Federal laws it is considered to be null and void but will not affect any other item in these rules.
42. Should the market manager waive their rights to enforce any breach of these rules that waiver shall be considered temporary and not a continuing waiver of any later breach.
43. While preliminary warnings will be common practice, the market manager reserves the right to expel any vendor from the market immediately for a breach of any rule.
44. Should the market manager see fit to not allow entry, remove permanently, or adjust which days or times a vendor can sell at the market, the manager can do so without prior notice and for any reason at all.

By signing below I hereby state that I have read, understand, and agree to follow all rules and procedures outlined in these rules for the Point Loma Certified Farmers Market.

I also understand that failure to conform to said rules may result in the privilege of participating in this market being revoked.

Indemnification

I, \_\_\_\_\_ (name)

representing \_\_\_\_\_ (company name) hereinafter "vendor"

whose address is \_\_\_\_\_

agrees to the following terms and conditions:

A: Vendor shall indemnify, defend, and hold harmless Brian Lewis-Beevers and the Point Loma Certified Farmers Market and their officers, assistants, employees and volunteers from and against any and all loss, damages, liability, claims, suits, costs, and expenses whatsoever, including reasonable attorney 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 the Vendor, its agents and employees, in connection with the Vendor's participation in the Point Loma Certified Farmers Market.

B: Vendor agrees to comply with each and every rule, regulation, procedure, term, and condition set forth in this and subsequent Farmers Market Rules on file with the market management. Vendor hereby acknowledges receipt of such rules.

IN WITNESS WHEREOF, this Agreement is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Vendor \_\_\_\_\_